



The City Of  
**Pampa**

**Regular Meeting via Video Conference:**

**Pampa City Commission**

**February 8, 2021**

**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**

Gary Winton, Commissioner Ward 1  
Vacant, Commissioner Ward 2  
Jimmy Keough, Commissioner Ward 3  
Karen McLain, Commissioner Ward 4

Brad Pingel, Mayor

Shane Stokes, City Manager  
Karen Price, City Secretary  
Bryan J. Guymon, City Attorney

**PAMPA CITY COMMISSION REGULAR MEETING VIA VIDEO CONFERENCE NOTICE IS HEREBY GIVEN IN ACCORDANCE WITH ORDER OF THE OFFICE OF THE GOVERNOR ISSUED MARCH 16, 2020.**

**A REGULAR MEETING OF THE PAMPA CITY COMMISSION WILL BE HELD ON MONDAY, FEBRUARY 8, 2021 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.**

The City Commission may take up items out of the order as shown on the Agenda. 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 session during a Regular or Special Meeting, not in an Executive Session.

**This Notice and Meeting Agenda and Agenda Packet are posted online at [www.cityofpampa.org/meetings](http://www.cityofpampa.org/meetings)**

**The video meeting is hosted through Zoom. Meeting can be viewed live at <https://www.youtube.com/channel/UCxCVOzZwxTpcGkYS7U7jNag>. The conference bridge number for Zoom is: Telephone #1-346-248-7799 when prompted for meeting ID enter: 804 814 6119#. All callers will be muted for the duration of the meeting.**

**PUBLIC COMMENTS:**

**The public will be permitted to offer public comments as permitted by the presiding officer during the meeting by contacting the City Secretary at 806-669-5750 no later than 3:00 p.m. on Monday, February 8, 2021 to get instructions.**

**CALL TO ORDER**

**INVOCATION**

**REPORT:**

**2020 Annual Police Report – Lance Richburg, Chief of Police**

## **AUTHORIZATIONS BY CITY COMMISSION:**


1. Consider approving the minutes of the January 25, 2021 Regular Commission Meeting as presented.
2. Excuse the absence of Commissioner Karen McLain from the January 25, 2021 Regular Commission Meeting.
3. Consider and act on adopting Resolution No. R21-004, a Resolution by the City Commission adopting Executive Order GA-32 and extending to March 8, 2021 the City of Pampa's Declaration of Local Disaster.
4. Consider and act on adopting Resolution No. R21-005, a Resolution by the City Commission authorizing the City Manager to execute an Interlocal Contract with Panhandle Regional Planning Commission under the Interlocal Cooperation Act for grant application preparation and potential grant management services (if funded) for City of Pampa's activities related to the 2021 Texas Capital Fund Downtown Revitalization Program.
5. Consider and act on approving Amendment No. 1 to the Interlocal Contract with the Panhandle Regional Planning Commission for administrative services for the City of Pampa's 2020 Texas Community Development Project and authorize the City Manager to execute the Amendment to the Interlocal Contract.
6. Consider and act on adopting Resolution No. R21-006, a Resolution by the City Commission designating the Mayor and City Manager to act as designated signatories in order to execute contractual documents between the Texas Department of Agriculture and the City of Pampa for the 2020 Texas Community Development Block Grant Program.
7. Consider and act on adopting the following for the purposes of Texas Community Development Program Grant:
  - \* Appoint the City Secretary as the City of Pampa's Civil Rights Officer
  - \* Appoint a Labor Standards Officer
8. Consider and act on adopting Resolution No. R21-007, a Resolution by the City Commission regarding Civil Rights and the adoption of the following policies.
  1. Citizen Participation Plan and Grievance Procedures
  2. Section 3 Policy
  3. Excessive Force Policy
  4. Section 504 Policy and Grievance Procedures
  5. Code of Conduct
  6. Limited English Proficiency
  7. Fair Housing Policy

9. Consider and act on adopting a Proclamation designating March 2021 as Fair Housing Month in the City of Pampa.
10. Consider and act on approving a two (2) year Animal Service Agreement with the following cities: Clarendon, Groom, Lefors, McLean, Miami and Skellytown.
11. Consider and act on adopting an Election Order calling the City of Pampa's May 1, 2021 Election. This Election will be a General Election for the offices of Mayor, Commissioner Ward 1 and Commissioner Ward 3; and a Special Election for the offices of Commissioner Ward 2 and Commissioner Ward 4.  
*Considerar y actuar sobre la adopción de una Orden de Elección convocando en la Ciudad de Pampa para las Elecciones del 1 de mayo de 2021. Esta Elección será una Elección General para los cargos de Alcalde, Comisionado de la sala 1 y Comisionado de la sala 3; y una elección especial para los cargos del Comisionado de la sala 2 y del Comisionado de la sala 4.*
12. Consider and act on accepting a bid from Stephen Thomas Rodda in the amount of \$300.00 for delinquent tax property located at Lot 11, Block A, Talley Reserve Addition, commonly known as 512 Naida.
13. Consider and act on approving on first reading Ordinance No. 1742, an Ordinance by the City Commission authorizing and providing for a school zone for Lamar Elementary School on Farm to Market Road 750.

## 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, FEBRUARY 5, 2021 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 with disabilities 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: \_\_\_\_\_



**CITY OF PAMPA  
AGENDA INFORMATION SHEET**

**REPORT:**

**ITEM/PROJECT:** 2020 ANNUAL REPORT - POLICE DEPARTMENT

**MEETING DATE:** February 8, 2021

**DESCRIPTION** 2020 Annual Report – Police Department  
Law Enforcement Code of Ethics  
Department Personnel  
Department Wide Stats  
Patrol Division Report  
Traffic Division Report  
Criminal Investigations Division  
Communications Division  
Training/Support Services Division  
Crime in Pampa  
Accomplishments  
Racial Profiling Report 2020  
Racial Profiling Full Report

**STAFF CONTACT:** Lance Richburg, Chief of Police

**BACKGROUND/  
ADDITIONAL  
INFORMATION:** Copy of Annual Report attached.

# PAMPA POLICE DEPARTMENT

## 2020 ANNUAL REPORT



**CHIEF OF POLICE**

**Lance Richburg**

## **LAW ENFORCEMENT CODE OF ETHICS**

**AS A LAW ENFORCEMENT OFFICER, my fundamental duty is to serve the community; to safeguard lives and property; to protect the innocent against deception, the weak against oppression or intimidation, and the peaceful against violence or disorder; and to respect the constitutional rights of all persons to liberty, equality, and justice.**

**I WILL keep my private life unsullied as an example to all and will conduct myself in a manner that does not bring discredit to me or to my agency. I will maintain courageous calm in the face of danger, scorn or ridicule; develop self-restraint; and be constantly mindful of the welfare of others. Honest in thought and deed in both my personal and official life. I will be exemplary in obeying the laws of the land and the regulations of my department. Whatever I see or hear of a confidential nature or that is confided to me in my official capacity will be kept ever secret unless revelation is necessary in the performance of my duty.**

**I WILL never act officiously or permit personal feeling, prejudices, political beliefs, aspirations, animosities or friendships to influence my decisions. With no compromise for crime and with relentless prosecution of criminals, I will enforce the law courteously and appropriately without fear or favor, malice or ill will, never employing unnecessary force or violence and never accepting gratuities.**

**I RECOGNIZE the badge of my office as a symbol of public faith, and I accept it as a public trust to be held so long as I am true to the ethics of the police service. I will never engage in acts of corruption or bribery, nor will I condone such acts by other police officers. I will cooperate with all legally authorized agencies and their representatives in the pursuit of justice.**

**I KNOW that I alone am responsible for my own standard of professional performance and will take every reasonable opportunity to enhance and improve my level of knowledge and competence.**

**I WILL constantly strive to achieve these objectives and ideals, dedicating myself before God to my chosen profession...Law Enforcement.**

# **PAMPA POLICE DEPARTMENT**

## **ANNUAL REPORT 2020**

The 2020 Pampa Police Department Annual Report was published by the Administrative Division of the Police Department. The information contained within is provided to give readers an accurate as possible depiction of the Pampa Police Department in the year 2020. Changes in case statuses and dispositions occur regularly. These changes can occur days, months, and even years after an initial report is taken. Such changes can affect the accuracy of this report beyond its published date.

**Sergeant Brian Massey**

**Administrative Sergeant**



## DEPARTMENT PERSONEL

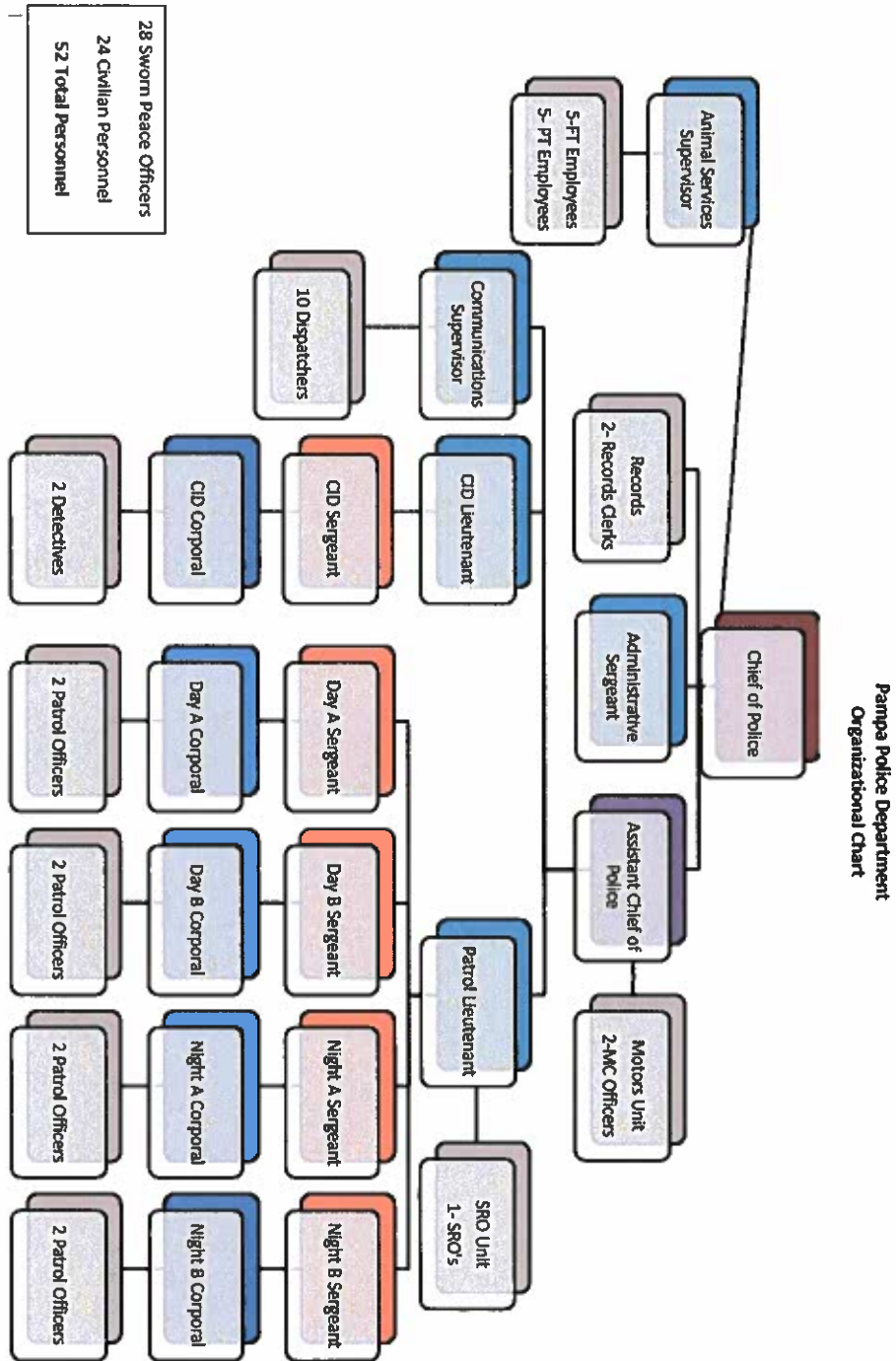
The Pampa Police Department is authorized of a total of 28 sworn law enforcement personnel, along with 13 civilian personnel. Also under the direction of the Chief of Police are a total of 10 Animal Services personnel, including the Animal Services Supervisor. The department is directed by Chief of Police Lance Richburg.



The Pampa Police Department is divided into 5 divisions, with a command level supervisor responsible for leading each division. For the year 2020, the divisions and their respective command staff were as follows:

|   |  |
|---|--|
| <b>Chief of Police-</b>                   | <b>Lance Richburg</b>                              |
| <b>Assistant Chief of Police-</b>         | <b>Kenneth Hopson</b>                              |
| <b>Patrol Division</b>                    | <b>Lieutenant Rick Armstrong</b>                   |
| <b>Traffic Division</b>                   | <b>Assistant Chief Kenneth Hopson</b>              |
| <b>Criminal Investigation Division</b>    | <b>Lieutenant Tobie Bias</b>                       |
| <b>Communications Division</b>            | <b>Communications Supervisor Debbie McDonald</b>   |
| <b>Training/Support Services Division</b> | <b>Sgt. Brian Massey</b>                           |
| <b>Animal Services</b>                    | <b>Animal Services Supervisor Monty Montgomery</b> |

The chart below shows the complete rank structure of the department:



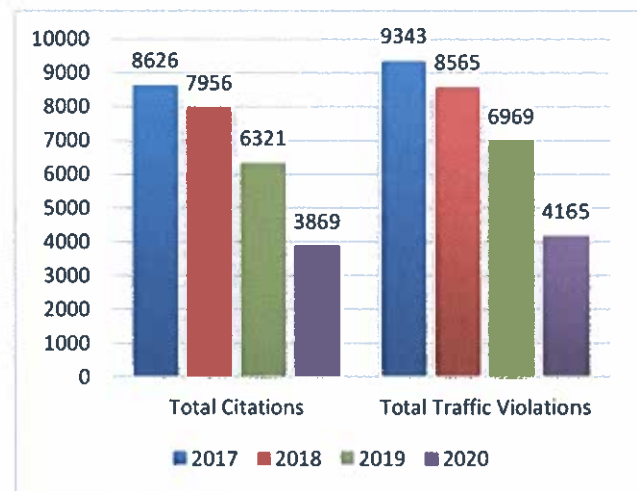
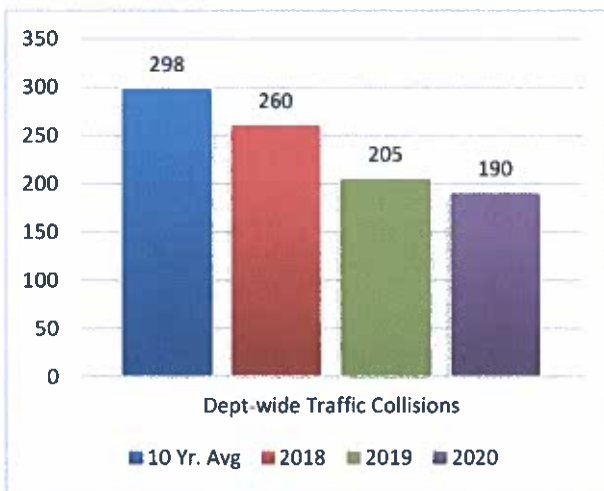
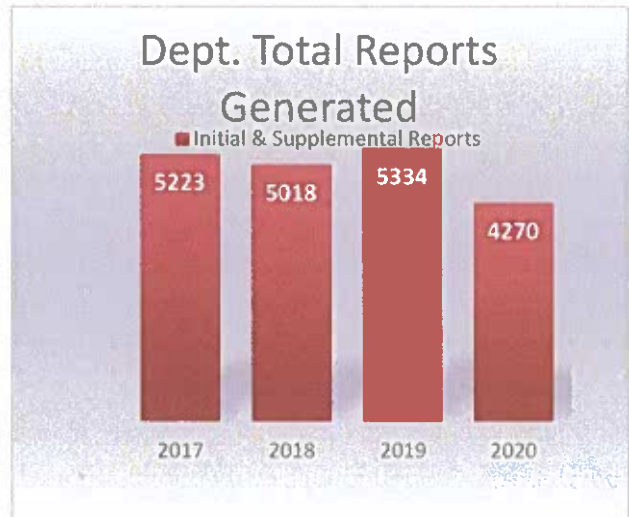
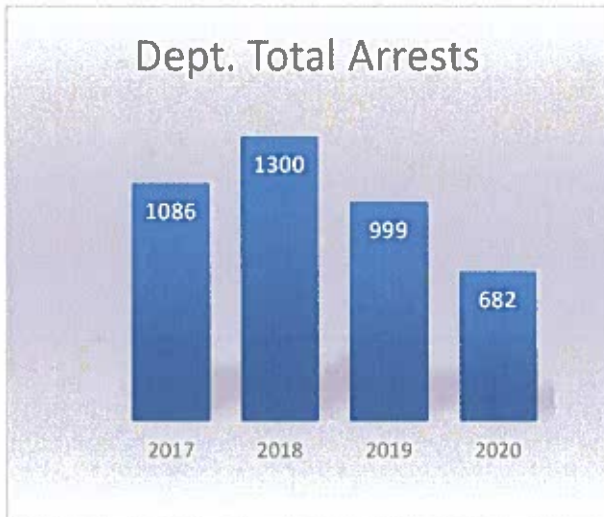
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Revised 12/31/2020



## Department-Wide Stats

The following are department-wide statistics for the Pampa Police Department during the 2020 calendar year. The statistics are further dissected into Division-wide numbers where appropriate/applicable in the "Division" pages to follow. For the 2020 year the department as a whole made 682 arrest, generated a total of 4,270 initial and supplemental reports, investigated 190 traffic crashes, and issued 3,869 citations and warnings.



## Patrol Division

Rick Armstrong, Patrol Division Lieutenant



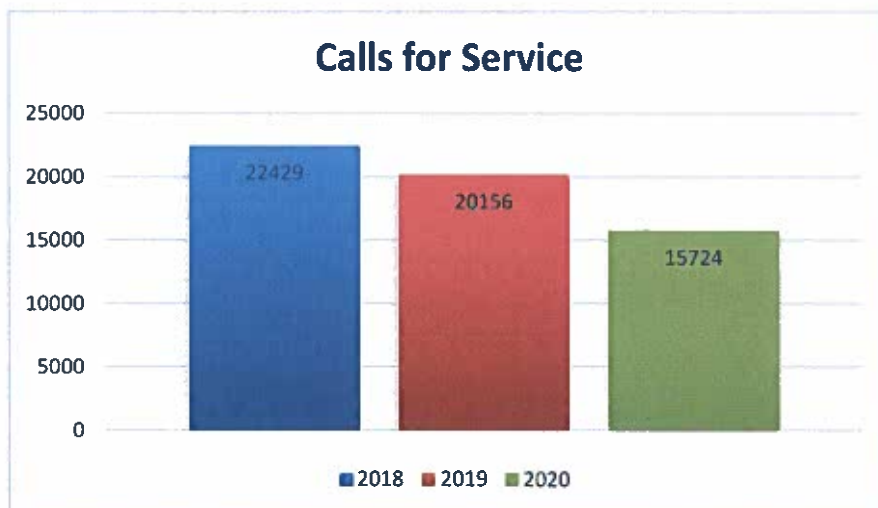
The patrol division, with 18 personnel, is the largest division within the Police Department. It is comprised of 8 Patrol Officers, 4 Patrol Corporals, 4 Patrol Sergeants, a School Resource Officer, and the Patrol Lieutenant. This division is overseen by Lieutenant Rick Armstrong.

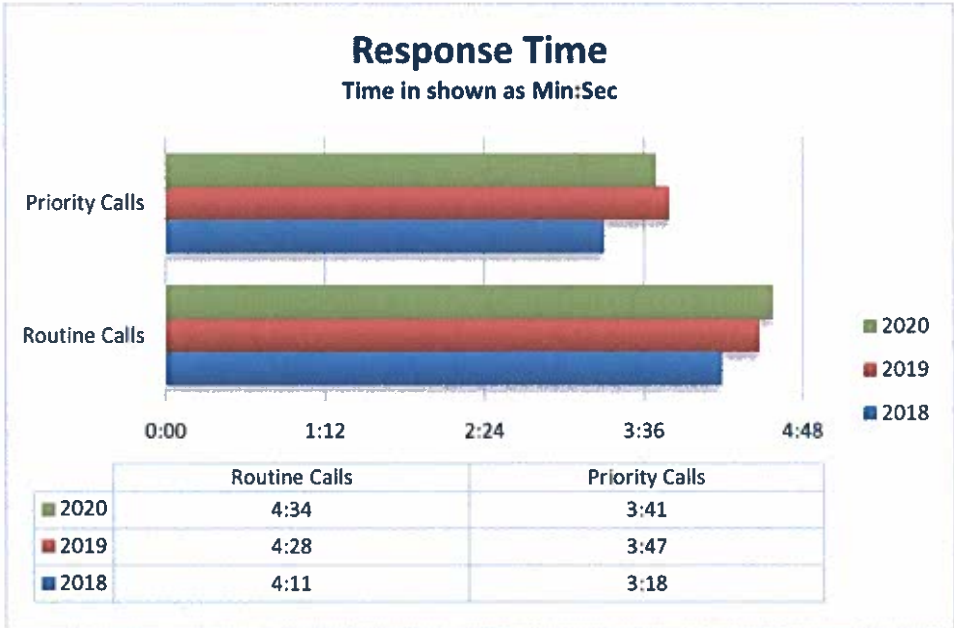
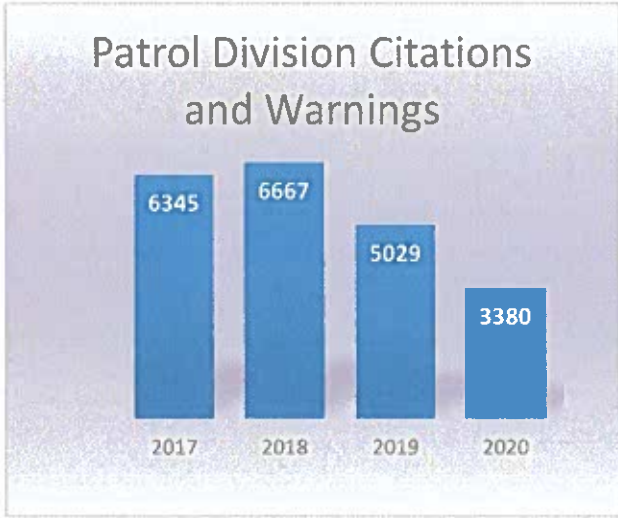
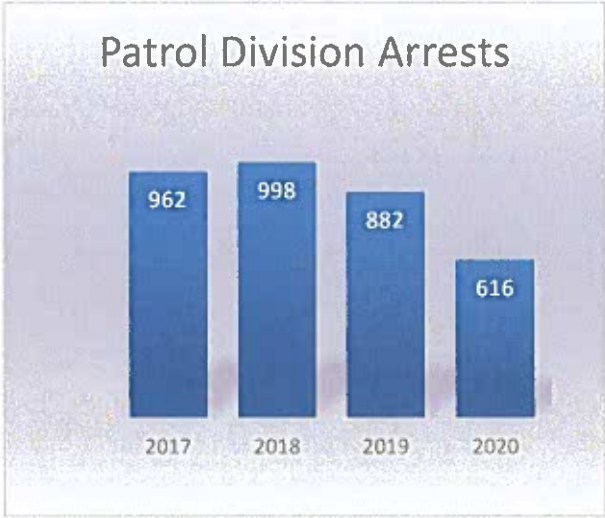
Patrol is the division most commonly seen and noted by the public as they are responsible for responding to all emergency and non-emergency calls for police service within the city, commonly referred to as First Responders. When not responding to calls, patrol officers are trained and encouraged to be proactive, performing roving and directed patrols of our streets and neighborhoods. In addition, they perform traffic enforcement and detect and investigate suspicious persons or circumstances.

For patrol assignments, the city is divided into 3 zones, known as "beats". During the 2019 year, the Patrol Division switched to 12 hour rotating shifts from the traditional 8-hour shift that they had worked for numerous years. This resulted in a slight restructuring of the Patrol Division. The Division now operates with four shifts of four personnel, who work on a rotating 12-hour work schedule. Each shift is comprised of a Sergeant, Corporal, and 2 Patrol Officers.

In agreement and cooperation with the Pampa Independent School District, the Patrol Division also has one School Resource Officer stationed throughout the district. The SRO is responsible for investigating and mitigating all criminal matters that occur on Pampa ISD property. In addition, the SRO performs and assists with teaching various crime prevention and awareness initiatives and alcohol and substance abuse programs throughout the school year. The SRO also strives to build strong, professional relationships with the students and staff of PISD.

During 2020 the patrol division responded to a total of 15,724 calls for service or officer-initiated activities. That number was down from 20,156 in 2019. During the year, the division made 616 arrests, completed 1,841 initial incident reports, performed a total of 134 traffic collision investigations, and issued a total of 3,380 traffic citations and warnings. The charts below show those numbers compared to their historical data points.





## Traffic Division

Kenneth Hopson, Assistant Chief



The Traffic Division of the Pampa Police Department, also known as the Motors Unit, was formed in May of 2016 and is under the command of Assistant Chief Hopson. The Traffic Divisions' duties include responding to and investigating traffic collisions, traffic law enforcement, and parade and funeral escorts. This division was created in part to reduce the number of motor vehicle crashes through increased enforcement of traffic laws. In addition, the traffic division was created to reduce the workload of the patrol division by removing some of the focus from traffic collision investigations and traffic enforcement duties, so that they could redirect that focus on criminal patrol and responding to calls for service.

During the 2020 year the division investigated a total of 56 traffic collisions and issued a total of 489 citations and warnings for various traffic offenses.

The total number of traffic collisions within the city limits of Pampa for the year of 2020 was 190. This is down from 205 in the previous year and continues to trend down from the 10-year average of 298.

In total for all the divisions combined, 3,869 citations and warnings were issued on a total of 4,165 traffic law violations for the 2020 year. The charts below and in the department-wide section above show those numbers compared to their historical data points.



## Criminal Investigations Division

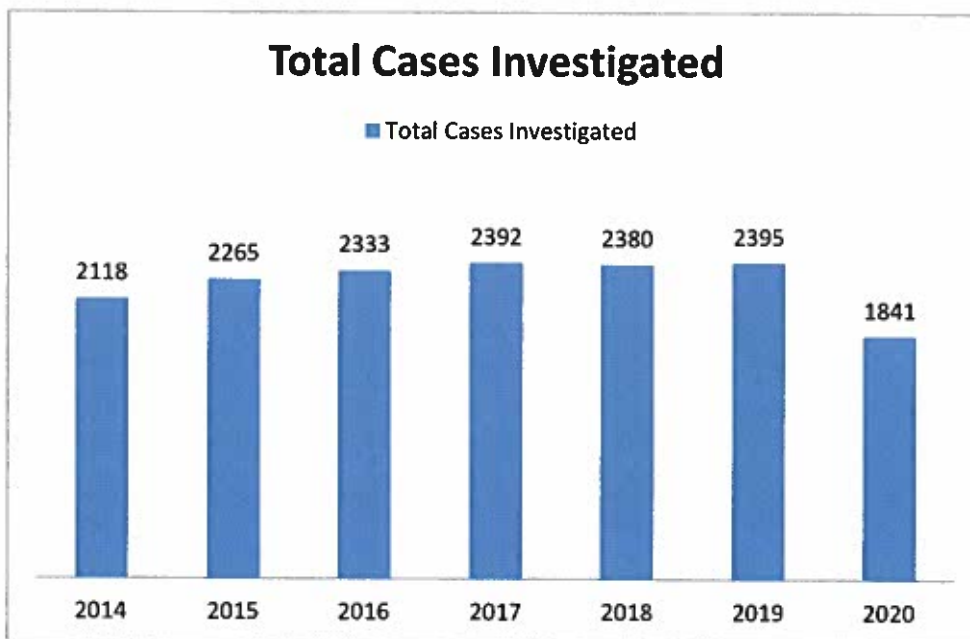
Tobie Bias, CID Lieutenant



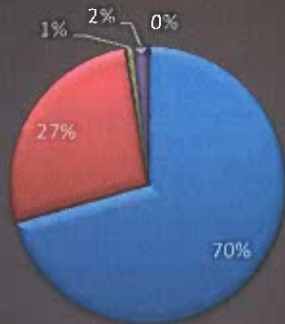
The Criminal Investigations Division, CID, consists of a total of 2 Detectives, CID Corporal, CID Sergeant, and the CID Lieutenant. This division is overseen by Lieutenant Tobie Bias.

CID is responsible for processing and investigating all reports that are generated by the Patrol Division and other sources. The duties related to this include identifying possible suspects through the investigative process, interviewing victims, witnesses, and suspects, and collecting and processing evidence. They are also responsible for the preparation and filing of all criminal cases sent to the appropriate prosecutor, and any performing any subsequent follow-up investigation required. Our detectives utilize a wide array of investigative tools, techniques, and resource databases to identify suspects and prosecute them the offenses they commit. The CID division also has portable emergency scene lighting and a Crime Scene Response trailer equipped with the items needed to process a larger scaled crime scene.

In 2020, the CID division processed and investigated a total of 1,841 reports generated by the department. That number is down from 2,395 in 2019. During the 2020 year, of the 1,841 reports investigated, 1,298 have a disposition status of closed or cleared by arrest, giving a clearance rate of 70%, which remained the same as in the previous report year. Also, in 2020, 495 cases were listed as inactive, primarily due to lack of evidence or suspect identification. 15 reports were deemed unfounded. 33 reports were still active at the year end. The charts below show those numbers compared to their historical data points:

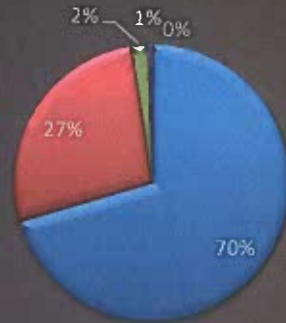


### 2020 Case Dispositions



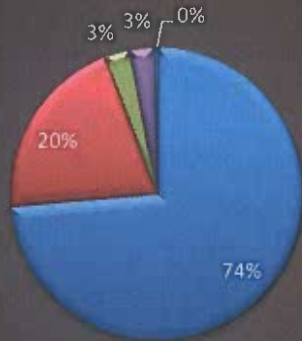
- Unknown
- Inactive
- Cleared/Closed
- Unfounded
- Active

### 2019 Case Dispositions



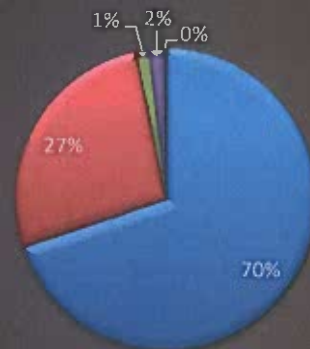
- Unknown
- Inactive
- Cleared/Closed
- Unfounded
- Active

### 2018 Case Dispositions



- Unknown
- Inactive
- Cleared/Closed
- Unfounded
- Active

### 2017 Case Dispositions



- Unknown
- Inactive
- Cleared/Closed
- Unfounded
- Active



## Communications Division

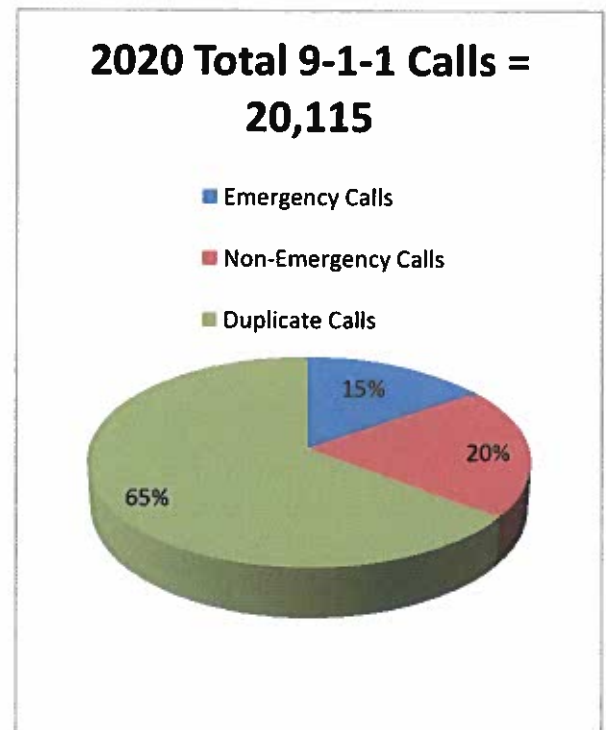
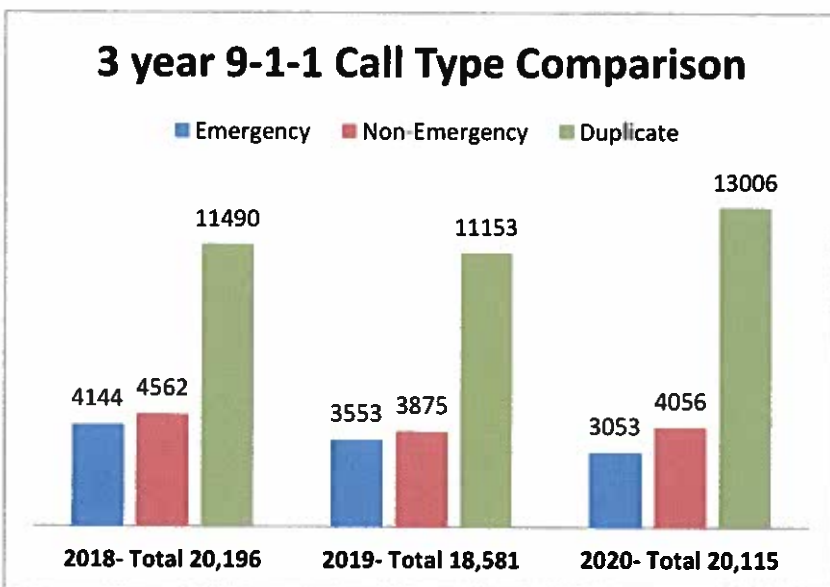
Debbie McDonald, Dispatch Supervisor



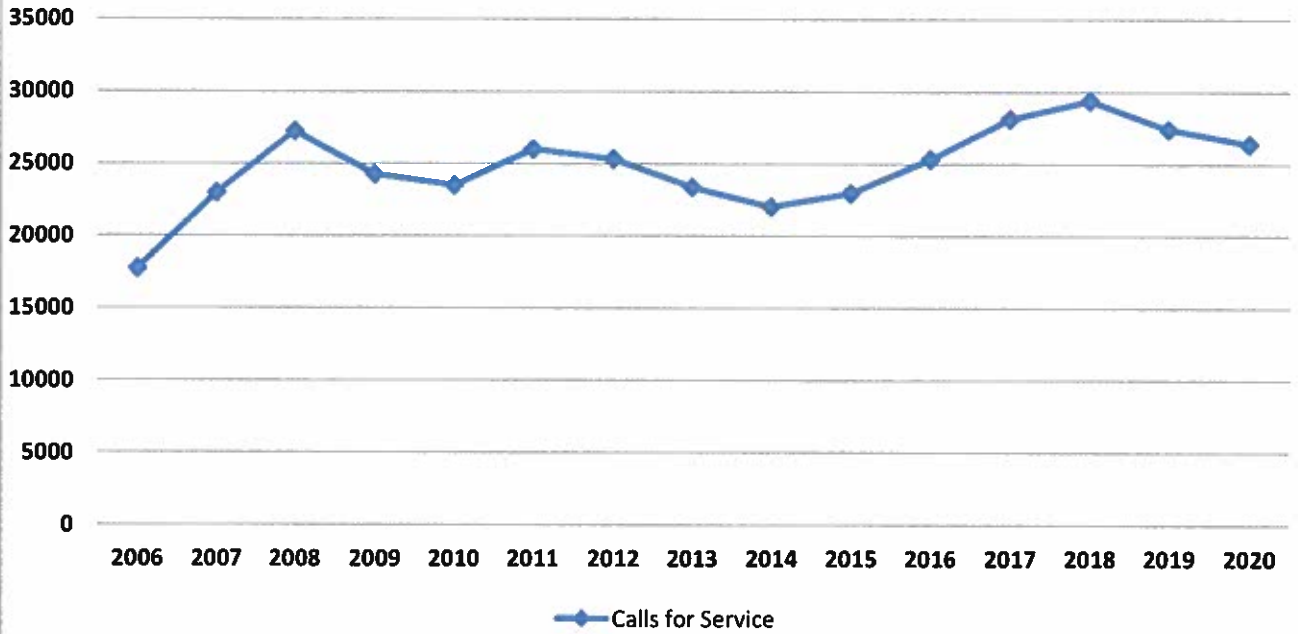
The Communications division consists of 10 Telecommunications Operators (dispatchers). The division is led by Dispatch Supervisor Debbie McDonald. The Communications Center at the Pampa Police Department is the 9-1-1 Public Safety Answering Point (PSAP) for all of Gray County. All landline and cell phone calls made to 9-1-1 within Gray County are answered and dispatched accordingly by the Communications Division. In June of 2020, the Communications Division acquired the dispatch service for the Gray County Sheriff's Office, along with other agencies that the Sheriff's Office was dispatching for. This move left the Communications Division responsible for all dispatch services within Gray County, creating a centralized and more efficient hub for emergency service-related communications for the county.

The Communications Division utilizes a Computer Aided Dispatch (CAD) system and VHF radio network to communicate with each of the 12 primary agencies dispatched for. In 2020, the Communications Division received a total of 20,115, 9-1-1 calls. These calls consisted of 3,053 emergency calls, 4,056 non-emergency calls, and 13,006 duplicate calls related to an incident already reported on another 9-1-1 call. A 3-year comparison of these figures is shown on the chart below.

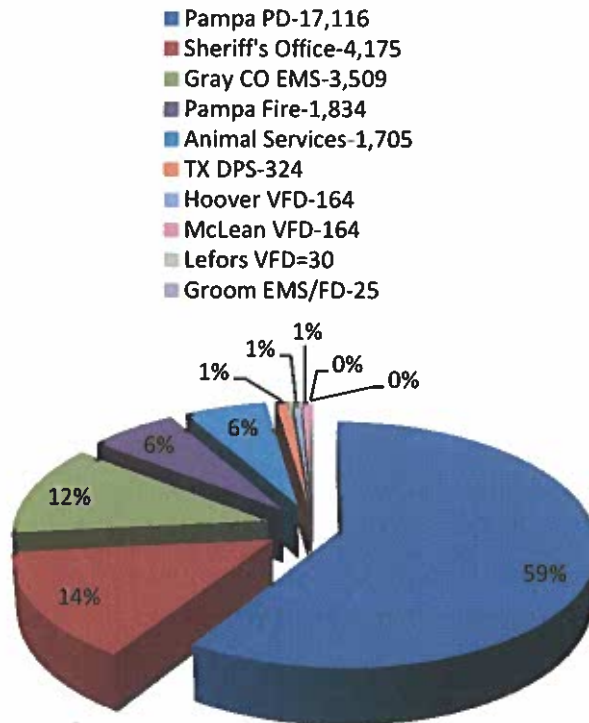
In 2020, the Communications Center dispatched a combined total of 26,371 calls for service for all of the agencies/departments that they provide dispatch service for. This was a decrease of 1,029 dispatched calls from the 2019 year, however, remains slightly above the 10-year average of 25,719 calls. The charts below show further breakdown and historical data points for these statistics.



## Total Dispatched Calls for Service- All Agencies



## 2020 Total CFS by Agency



## Training/Support Services Division

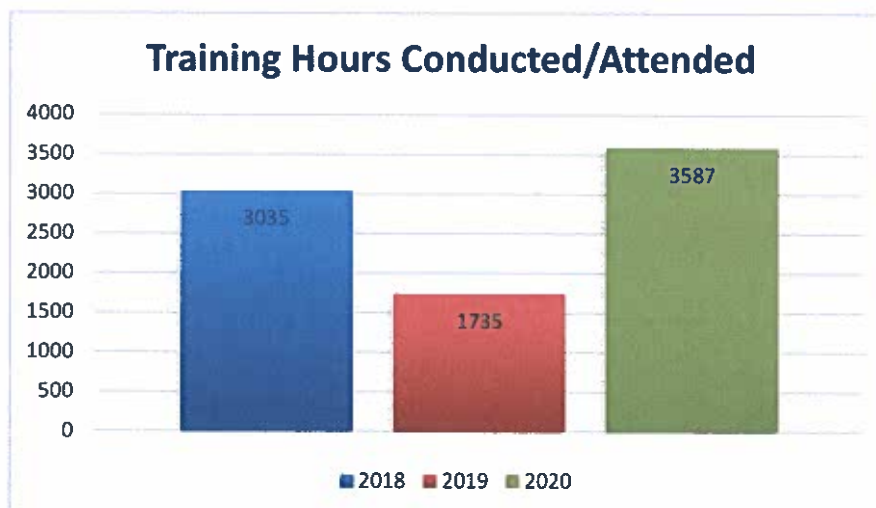
Brian Massey, Sergeant



The Training/Support Services Division is overseen by Sergeant Massey. This Division is comprised of members of the Department who serve primarily in other Divisions of the Department, who have special assignments in support of the Department's initiatives and efforts. The division oversees the Property/Evidence room, sUAS (drone) unit, management of the Texas Police Chief's Best Practices Recognition Program, grant program management, and coordinates all department information technology initiatives and solutions, along with other administrative functions of the department.

The Division also oversees the day-to-day operation of the 3 county Crime Stoppers organization, Top of Texas Crime Stoppers, Inc. Top of Texas Crime Stoppers is a 501(c)(3) organization that offers anonymity and cash rewards to people who provide information on subjects who commit crimes and/or the location of wanted persons that lead to their arrest. Founded in 1981, then Pampa Crime Stoppers, has received and processed thousands of tips that have led to the arrest of hundreds of people and the clearance of crimes that would have otherwise gone unsolved.

A large portion of the division's responsibility is the training and education of each of the department's Officers and Telecommunicators. The department currently has 7 Officers who are certified instructors by the Texas Commission on Law Enforcement (TCOLE). In the 2020 year, after a lengthy application process, the department itself received a TCOLE Training Contract and can now conduct in-service training courses for Pampa PD Officers along with Officers from around the region and state. The division continues to develop curriculum in accordance with TCOLE's requirements and will be offering a wide array of courses throughout the upcoming years. In the 2020 calendar year, Officers and Telecommunicators of the department attended and completed over 3,500 in-service training hours, in spite of many scheduled courses being canceled due to the COVID-19 pandemic. During the 2020 calendar year, Officers of the department also participated in short "roll-call" training video courses that the division produces and publishes weekly. These courses cover a vast number of topics centered around improving Officer safety, mitigating risks, and reducing liability.



## Crime in Pampa

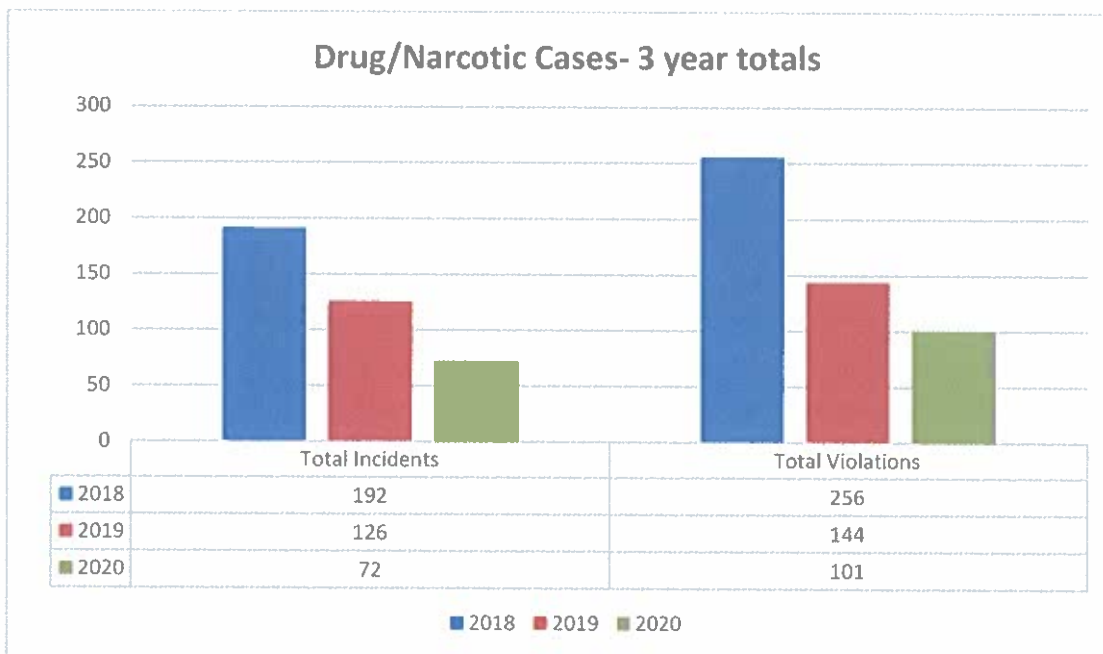
The following data is compiled from the National Incident Based Reporting System (NIBRS) data submitted to the Texas Department of Public Safety and Federal Bureau of Investigations on a monthly basis. These include only offenses classified as Part 1 (Index Crimes) by the FBI.

### Part 1 Data 2020 compared to 2019

| Offense             | 2020       | 2019        | Change      |
|---------------------|------------|-------------|-------------|
| Criminal Homicide   | 0          | 0           | 0           |
| Forcible Rape       | 15         | 17          | -2          |
| Robbery             | 3          | 6           | -3          |
| Aggravated Assaults | 60         | 104         | -44         |
| Burglary            | 97         | 144         | -47         |
| Larceny- Theft      | 383        | 486         | -103        |
| Motor Vehicle Theft | 29         | 28          | +1          |
| <b>Total</b>        | <b>869</b> | <b>1130</b> | <b>-261</b> |

Source: NIBRS database, Texas Department of Public Safety, Year-to-date analysis report

### Drug/Narcotic cases



## **Accomplishments:**

### ***Training-New Training Facility***

During the 2020-year, utilizing Capital Improvement funds budgeted for the 19/20 fiscal year, the department broke ground on a new 2,000 square foot training facility at the existing Law Enforcement Firing Range. This building will replace the existing building which in addition to being too small, had several structural issues causing safety concerns. The new building, named the "Kenneth Hopson Law Enforcement Training Facility" after current and long-time Pampa PD Assistant Chief Hopson, has been primarily built by Department staff, and assisted by Pampa Public Works employees and several other contracted companies. As of time of this report, the building is nearing completion. Once completed the facility will become the primary training facility for all in-service classes taught by the department.

### ***Training-TCOLE Training Contract awarded***

In late 2018, the Department applied to the Texas Commission on Law Enforcement to obtain a Contract Training Provider status. With this status, the training contract would allow the department to conduct any law enforcement class with the exception of the Basic Peace Officer Academy Course. The lengthy process was completed in June of this when TCOLE approved the issuance of the contract to our department. This was a great accomplishment for the department as only 3 other agencies in the Texas Panhandle have a training contract.

### ***Continuation of TPCA Recognition program***

The Law Enforcement Recognition Program is a voluntary process where police agencies in Texas prove their compliance with 170 Texas Law Enforcement Best Practices. These Best Practices were carefully developed by Texas Law Enforcement professionals to assist agencies in the efficient and effective delivery of service, the reduction of risk and the protection of individual's rights. While similar in nature to the national accreditation program, the Best Practices Recognition Program is easier to administer, lower in cost and is designed specifically for Texas Law Enforcement. The Texas Legislature demands a great deal of professional law enforcement in Texas and the Best Practices were specifically designed to aid Texas agencies in meeting those demands and providing the best quality of service to the people of our State. Since its inception in 2006, over 160 Texas Law Enforcement Agencies have been Recognized and many more are currently in the process to become Recognized Agencies. While members of the Texas Police Chiefs Association recognize and supports the national accreditation program, The Texas Best Practices Recognition Program has clearly become the new Gold Standard for Texas Law Enforcement! In addition, the program is expected to meet and exceed President Trump's Executive Order #13929, requiring certification through the Department of Justice.

The Pampa Police Department has proudly been a Recognized Agency of the program since 2008 and was the 6th agency in the State to achieve this status. In August of 2020, the Pampa Police Department underwent the extensive re-recognition process. As part of the process, two evaluators for the program arrived in Pampa for a 3-day on-site evaluation and review. The evaluators left stating that we "made their job very easy" on determining that our agency met and/or exceeded each of the 170 standards that we were evaluated on. The department's "recognized status" was granted for another 4-year period.

### ***In-Car Computers***

During the 2020 calendar year, in connection with federal grant funding and City of Pampa capital improvement funds, the Department purchased and installed 28 in-car mobile data terminals (MDT's). These MDT's replaced aging iPads that had been in-service by the department for 6 years. In addition to replacing the aged equipment, the new MDT's added multiple features that were not available on the iPads. The previous iPad system only allowed Officers to receive calls for service through the mobile computer aided dispatch system (CAD) application. Officers could not access department forms, type reports, or access other critical information in the field. With the replacement technology, Officers now have, from inside their vehicle, the same access to information that they would have inside the Police Department Building. In addition, they can type reports in the field and access department email and other department programs and systems all from inside their vehicle.

### ***Acquisition of Gray County Dispatch Service-Remodel of Dispatch Center***

In June of the 2020 year, in an agreement between the City of Pampa and Gray County Commissioners Court to help streamline emergency communications, the Gray County Sheriff's Office disbanded their dispatch service. The service became the responsibility of the Telecommunications Division of our department. The department added 3 Telecommunicator positions to the Division to accommodate for the extra workload. In addition, the dispatch center was remodeled to allow for a 3<sup>rd</sup> dispatch console location to be added. Pampa PD is now the single dispatch point for emergency communications for all of Gray County.

### ***COVID-19 Pandemic***

2020 was a year that many will remember due to the 2020 COVID-19 pandemic. At the start of the pandemic, our department took the best available and necessary precautions to train, prepare, and equip our department personnel to prevent the spread of the virus, not only among our ranks, but also throughout our community. While the department has not gone completely untouched by the virus, we are happy to report that the infection rate was minimal among our ranks and staff, and that all our staff who did contract the virus have recovered. We mourn with those Texas Panhandle agencies who have not been so fortunate and find it appropriate to honor their sacrifice by naming them within this report.

Dumas PD- Chief Marvin Trejo

Perryton PD- Officer Les Graves

Panhandle PD- Lyle Denny

## Racial Profiling Report- 2020

**The Pampa Police Department has adopted a detailed written policy on racial profiling. Our policy:**

1. clearly defines acts constituting racial profiling;
2. strictly prohibits peace officers employed by the agency from engaging in racial profiling;
3. implements a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;
4. provides public education relating to the agency's compliment and complaint process, including providing the telephone number, mailing address, and email address to make a compliment or complaint with respect to each ticket, citation, or warning issued by a peace officer;
5. requires appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;
6. requires collection of information relating to motor vehicle stops in which a ticket, citation, or warning is issued and to arrests made as a result of those stops, including information relating to:
  - a. the race or ethnicity of the individual detained;
  - b. whether a search was conducted and, if so, whether the individual detained consented to the search;
  - c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and
  - d. whether the peace officer used physical force that resulted in bodily injury, as that term is defined by Section 1.07, Penal Code, during the stop;
  - e. the location of the stop; and
  - f. the reason for the stop; and
7. requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
  - a. the Texas Commission on Law Enforcement; and
  - b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

**Racial Profiling Report | Full report**

**PAMPA POLICE DEPARTMENT**

Module(s): All

Call Type(s): All

Date Range: From 1/1/2020 To 12/31/2020

Motor Vehicle Racial Profiling Information

**Total stops: 3819**

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**Street address or approximate location of the stop**

City street: 3764

US highway: 0

State highway: 0

County road: 0

Private property or other: 53

**Was race or ethnicity known prior to stop?**

Yes: 1

No: 3818

**Race or ethnicity**

Alaska Native / American Indian: 8

Asian / Pacific Islander: 21

Black: 174

White: 2715

Hispanic / Latino: 901

**Gender**

Female:

Total 1518

Alaska Native / American Indian 0 Asian / Pacific Islander 6 Black 57

White 1125 Hispanic / Latino 330

Male:

Total 2301

Alaska Native / American Indian 8 Asian / Pacific Islander 15 Black 117

White 1590 Hispanic / Latino 571



## Reason for stop?

Violation of law:

Total 322

Alaska Native / American Indian 2 Asian / Pacific Islander 3 Black 26  
White 207 Hispanic / Latino 84

Pre-existing knowledge:

Total 76

Alaska Native / American Indian 0 Asian / Pacific Islander 1 Black 3  
White 48 Hispanic / Latino 24

Moving traffic violation:

Total 2649

Alaska Native / American Indian 6 Asian / Pacific Islander 15 Black 114  
White 1944 Hispanic / Latino 570

Vehicle traffic violation:

Total 772

Alaska Native / American Indian 0 Asian / Pacific Islander 2 Black 31  
White 516 Hispanic / Latino 223

## Was a search conducted?

Yes:

Total 216

Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 20  
White 153 Hispanic / Latino 43

No:

Total 3603

Alaska Native / American Indian 8 Asian / Pacific Islander 21 Black 154  
White 2562 Hispanic / Latino 858

## Reason for search?

Consent:

Total 76

Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 1  
White 62 Hispanic / Latino 13

Contraband:

Total 0

Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 0  
White 0 Hispanic / Latino 0

Probable cause:

Total 101  
 Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 15  
 White 59 Hispanic / Latino 27

Inventory:

Total 12  
 Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 1  
 White 11 Hispanic / Latino 0

Incident to arrest:

Total 27  
 Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 3  
 White 21 Hispanic / Latino 3

Was Contraband discovered?

Yes:

Total 123

Did the finding result in arrest (total should equal previous column)?

|   |                |               |
|---|----------------|---------------|
| Alaska Native / American Indian: <u>0</u> | Yes: <u>0</u>  | No: <u>0</u>  |
| Asian / Pacific Islander: <u>0</u>        | Yes: <u>0</u>  | No: <u>0</u>  |
| Black: <u>15</u>                          | Yes: <u>1</u>  | No: <u>14</u> |
| White: <u>81</u>                          | Yes: <u>11</u> | No: <u>70</u> |
| Hispanic / Latino: <u>27</u>              | Yes: <u>5</u>  | No: <u>22</u> |

No:

Total 3696  
 Alaska Native / American Indian 8 Asian / Pacific Islander 21 Black 159  
 White 2634 Hispanic / Latino 874

Description of Contraband

Drugs:

Total 93  
 Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 15  
 White 58 Hispanic / Latino 20

Currency:

Total 0

Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 0  
White 0 Hispanic / Latino 0

Weapons:

Total 4

Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 1  
White 1 Hispanic / Latino 2

Alcohol:

Total 22

Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 0  
White 17 Hispanic / Latino 5

Stolen property:

Total 0

Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 0  
White 0 Hispanic / Latino 0

Other:

Total 11

Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 0  
White 8 Hispanic / Latino 3

## Result of the stop

Verbal warning:

Total 0

Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 0  
White 0 Hispanic / Latino 0

Written warning:

Total 2210

Alaska Native / American Indian 2 Asian / Pacific Islander 12 Black 92  
White 1673 Hispanic / Latino 431

Citation:

Total 1514

Alaska Native / American Indian 4 Asian / Pacific Islander 9 Black 77  
White 971 Hispanic / Latino 453

Written warning and arrest:

Total 0  
Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 0  
White 0 Hispanic / Latino 0

Citation and arrest:

Total 95  
Alaska Native / American Indian 2 Asian / Pacific Islander 0 Black 5  
White 71 Hispanic / Latino 17

Arrest:

Total 0  
Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 0  
White 0 Hispanic / Latino 0

Arrest based on

Violation of the Penal Code:

Total 65  
Alaska Native / American Indian 1 Asian / Pacific Islander 0 Black 2  
White 51 Hispanic / Latino 11

Violation of Traffic Law:

Total 5  
Alaska Native / American Indian 1 Asian / Pacific Islander 0 Black 0  
White 4 Hispanic / Latino 0

Violation of City Ordinance:

Total 0  
Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 0  
White 0 Hispanic / Latino 0

Outstanding Warrant:

Total 1  
Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 0  
White 1 Hispanic / Latino 0

**Was physical force resulting in bodily injury used during stop?**

Yes:

Total   0  

Alaska Native / American Indian   0        Asian / Pacific Islander   0        Black   0    
White   0        Hispanic / Latino   0  

No:

Total  3819 

Alaska Native / American Indian   8        Asian / Pacific Islander  21       Black  174   
White  2715       Hispanic / Latino  901 

**Number of complaints of racial profiling**

Total   0  

Resulted in disciplinary action   0  

Did not result in disciplinary action   0  

Submitted electronically to the



**The Texas Commission on Law Enforcement**



## **CITY OF PAMPA AGENDA INFORMATION SHEET**

### **AGENDA ITEM: 1**

|  |   |
|--|---|
| <b>ITEM/PROJECT:</b>                       | <b>MINUTES</b>  |
| <b>MEETING DATE:</b>                       | <b>February 8, 2021</b>   |
| <b>DESCRIPTION</b>                         | <b>Consider approving the minutes of the January 25, 2021 Regular Commission Meeting as presented.</b>                  |
| <b>STAFF CONTACT:</b>                      | <b>Karen Price, City Secretary</b>  |
| <b>FINANCIAL IMPACT:</b>                   | <b>N/A</b>  |
| <b>SOURCE OF FUNDS:</b>                    | <b>N/A</b>  |
| <b>START/COMPLETION SCHEDULE:</b>          | <b>Minutes will be effective after Commission approval.</b>   |
| <b>RECOMMENDED ACTION:</b>                 | <b>Staff recommends Commission approve the minutes of the January 25, 2021 Regular Commission Meeting as presented.</b> |
| <b>BACKGROUND/ ADDITIONAL INFORMATION:</b> | <b>Copy of the January 25, 2021 minutes attached.</b>   |

**MINUTES OF THE  
CITY COMMISSION OF THE CITY OF PAMPA, TEXAS  
REGULAR MEETING  
MONDAY, JANUARY 25, 2021**

**THIS MEETING WAS CONDUCTED VIRTUALLY USING  
ZOOM VIDEO CONFERENCING**

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

**PRESENT:** Brad Pingel Mayor  
Gary Winton 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  
Dustin Miller Community Services Director  
Gary Turley Director Public Works  
Greg Lee Fire Chief  
Lance Richburg Chief of Police  
Theresa Daniels Asst. Finance Director  
Kevin Webb IT Administrator  
Wes Schaffer Emergency Mgt. Coordinator

**VISITORS:** Bryon Williamson  
Michael Ash, JES Holding, LLC  
Ryan Garcia, JES Holdings, LLC

**NEWS MEDIA:** None

**INVOCATION:** Byron Williamson Commission Chaplain

**PUBLIC COMMENTS:** None

**AUTHORIZATIONS BY CITY COMMISSION:**

21-005

1. Consider approving the minutes of the January 11, 2021 Regular Commission Meeting as presented.

A motion was made by Commissioner Winton and Seconded by Commissioner Keough to approve the minutes of the January 11, 2021 Regular Commission Meeting as presented, with each Commission Member voting AYE, the motion carried.

21-006

2. Excuse the absence of Commissioner Karen McLain from the January 11, 2021 Regular Commission Meeting.

A motion was made by Commissioner Keough and Seconded by Commissioner Winton to excuse the absence of Commissioner Karen McLain from the January 11, 2021 Regular Commission Meeting, with each Commission Member voting AYE, the motion carried.

21-007

3. Discuss and consider approving an Engagement Agreement for Bond Counsel Services between the Pampa Economic Development Corporation and Norton Rose Fulbright US LLP.

A motion was made by Commissioner Winton and Seconded by Commissioner Keough to approve an Engagement Agreement for Bond Counsel Services between the Pampa Economic Development Corporation and Norton Rose Fulbright US LLP, with each Commission Member voting AYE, the motion carried.

21-008

4. Consider and act on adopting Resolution No. R21-002, a Resolution by the City Commission approving the Net Surcharge related to Docket No. 49831 submitted by Southwestern Public Service Company.

**RESOLUTION NO. R21-002**

**RESOLUTION BY THE CITY OF PAMPA, TEXAS (“CITY”) APPROVING THE SURCHARGE RELATED TO DOCKET NO. 49831 SUBMITTED BY SOUTHWESTERN PUBLIC SERVICE COMPANY ON ABOUT DECEMBER 18, 2020; AUTHORIZING PARTICIPATION IN A COALITION OF SIMILARLY SITUATED CITIES KNOWN AS THE ALLIANCE OF XCEL MUNICIPALITIES; AUTHORIZING PARTICIPATION IN RELATED RATE PROCEEDINGS; REQUIRING THE REIMBURSEMENT OF MUNICIPAL RATE CASE EXPENSES; AUTHORIZING THE RETENTION OF SPECIAL COUNSEL; FINDING THAT THE MEETING COMPLIES WITH THE OPEN MEETINGS ACT; AND MAKING OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT.**

A motion was made by Commissioner Keough and Seconded by Commissioner Winton to adopt Resolution No. R21-002, a Resolution by the City Commission approving the Net Surcharge related to Docket 49831 submitted by Southwestern Public Service Company, with each Commission Member voting AYE, the motion carried.

21-009

5. Consider and act on adopting Resolution No. R21-003, a Resolution by the City Commission supporting a proposed Housing Tax Credit Community known as Summer Village to be located at the Northwest Corner of North Sumner Street and West Somerville Street in Pampa, Texas.

**RESOLUTION NO. R21-003**

**A RESOLUTION OF THE CITY OF PAMPA, TEXAS, SUPPORTING A PROPOSED HOUSING TAX CREDIT COMMUNITY, SUMMER VILLAGE, TO BE LOCATED AT THE NORTHWEST CORNER OF NORTH SUMNER STREET AND WEST SOMERVILLE STREET, PAMPA, TEXAS .**

A motion was made by Commissioner Winton and Seconded by Commissioner Keough to adopt Resolution No. R21-003, a Resolution by the City Commission supporting a proposed Housing Tax Credit Community known as Summer Village to be located at the Northwest Corner of North Sumner Street and West Somerville Street in Pampa, Texas, with each Commission Member voting AYE, the motion carried.



6. Consider and act on approving the List of Disbursements dated December 2020.

A motion was made by Commissioner Keough and Seconded by Commissioner Winton to approve the List of Disbursements dated December 2020, with total Disbursements being \$2,178,372.34 and the amount after balance sheet and income accounts is \$1,538,843.19, with each Commission Member voting AYE, the motion carried.

**ADJOURNED:**

There being no further business on the Agenda, the meeting was adjourned at 4:31 p.m. by Mayor Brad Pingel.

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Karen L. Price, City Secretary

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Brad Pingel, Mayor



**CITY OF PAMPA  
AGENDA INFORMATION SHEET**

**AGENDA ITEM: 2**

**ITEM/PROJECT:**

**COMMISSION ABSENCE**

**MEETING DATE:**

**February 8, 2021**

**DESCRIPTION**

**Excuse the absence of Commissioner Karen McLain from the January 25, 2021 Regular Commission Meeting.**

**STAFF CONTACT:**

**Commission Members**



**CITY OF PAMPA  
AGENDA INFORMATION SHEET**

**AGENDA ITEM: 3**

|  |  |
|--|--|
| <b>ITEM/PROJECT:</b>                       | <b>RESOLUTION NO. R21-004 – EXTENDING CITY OF PAMPA DECLARATION OF LOCAL DISASTER ORDER</b>  |
| <b>MEETING DATE:</b>                       | <b>February 8, 2021</b>  |
| <b>DESCRIPTION</b>                         | <b>Consider and act on adopting Resolution No. R21-004, a Resolution by the City Commission adopting Executive Order GA-32 and extending to March 8, 2021 the City of Pampa’s Declaration of Local Disaster.</b> |
| <b>STAFF CONTACT:</b>                      | <b>Shane Stokes, City Manager<br/>Bryan Guymon, City Attorney</b>  |
| <b>FINANCIAL IMPACT:</b>                   | <b>N/A</b>   |
| <b>SOURCE OF FUNDS:</b>                    | <b>N/A</b>   |
| <b>START/COMPLETION SCHEDULE:</b>          | <b>Resolution will be effective after Commission adopts.</b>   |
| <b>RECOMMENDED ACTION:</b>                 | <b>Staff recommends Commission adopt Resolution No. R21-004, adopting Executive Order GA-32 and extending the City’s Declaration of Local Disaster to March 8, 2021.</b>   |
| <b>BACKGROUND/ ADDITIONAL INFORMATION:</b> | <b>Copy of Resolution No. R21-004 attached.</b>  |

**RESOLUTION NO. R21-004**

**ADOPTING EXECUTIVE ORDER GA-32 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 January 5, 2021, the Governor of the State of Texas renewed his state-wide 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**, the Governor of the State of Texas has stated that, due to improved medical treatments for COVID-19 patients, substantial increases in testing, abundant supplies of personal protective equipment, and Texans' adherence to safe practices like social distancing, hand sanitizing, and use of face coverings, the spread of COVID-19 and the number of new COVID-19 cases and hospitalizations have steadily declined since late July 2020; and

**WHEREAS**, on October 7, 2020, the Governor of the State of Texas issued Executive Order GA-32, superseding Executive Order GA-30, further expanding the reopening of businesses, activities, nursing homes and related facilities, and services throughout most 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 February 8, 2021; and

**WHEREAS**, due to the evolving circumstances and the issuance of Executive Order GA-32 and the desire of the City of Pampa continue to safely re-open businesses in the City of Pampa and pursuant to Texas Government Code §418.108, the City Commission believes it to be in the best interest of the City and its citizens, in order to protect and preserve the public health, safety and welfare, to continue the extension of the Declaration of Local Disaster, and adopt the measures outlined herein;

**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-32 are hereby adopted by reference and are incorporated herein as though set forth fully herein. Additionally, the guidelines and recommendations provided by the Governor in conjunction

with issuing Executive Orders GA-32, are also adopted, to the extent they do 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-32 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, in accordance with section 418.108 of the Texas Government Code, as previously renewed and extended by the Mayor and City Commission Resolutions, shall remain in full force and effect and are continued to the extent they do not directly conflict with this Resolution.

**SECTION 4.** All outdoor gatherings in excess of ten (10) people are prohibited unless such event has been previously approved by the Mayor, minimum standard health protocols as recommended by Texas Department of State Health Services are followed and they comply with any other restrictions, guidelines or protocols established by the Mayor not inconsistent with GA-32. Such additional restrictions and guidelines that the Mayor may impose include, but are not limited to, implementing additional sanitation and cleaning procedures, requiring social distancing, requiring event organizers to require all participants/spectators/attendees to wear face masks, limiting the number of participants/spectators/attendees at the event and/or additional reporting requirements.

**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.** In accordance with Texas Government Code § 418.173, this resolution and order is being issued in City of Pampa's Emergency Management Plan and any person who knowingly or intentionally violates this resolution commits an offense, punishable by a fine up to \$1,000.00. However, in accordance with Executive Order GA-29, after first receiving a verbal or written warning for a first-time violator for failing to wear a face covering in violation of Executive Order GA-29, any person failing to wear a face covering in violation of Executive Order GA-29 commits an offense punishable by a fine up to \$250 per violation.

**SECTION 7.** This Resolution shall go into effect immediately upon approval and continue until 11:59 p.m., Monday, March 8, 2021, unless renewed, extended, amended or cancelled by the Mayor or City Commission of the City of Pampa.

**SECTION 8.** This resolution, pursuant to applicable provisions of Texas Government Code Chapter 418 and Texas Health and Safety Code § 122.006, 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 9.** 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 10.** That to the extent this resolution conflicts with the Governor's Executive Order GA-32, Executive Order GA-32 controls and the Mayor may comport and amend this resolution and order and any subsequent order to be consistent with Executive Order GA-32, or any applicable executive order that may be issued by the Governor of the State of Texas.

**SECTION 11.** That the Mayor is authorized to use all available resources of the City of Pampa reasonably necessary to comply with this resolution.

READ, APPROVED AND ADOPTED by the City Commission this the 8<sup>th</sup> day of February 2021.

**CITY OF PAMPA**

By: \_\_\_\_\_  
Brad Pingel, Mayor

**ATTEST:**

\_\_\_\_\_  
Karen L. Price, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Bryan J. Guymon, City Attorney



**CITY OF PAMPA  
AGENDA INFORMATION SHEET**

**AGENDA ITEM: 4**

|  |  |
|--|--|
| <b>ITEM/PROJECT:</b>                       | <b>RESOLUTION NO. R21-005 – INTERLOCAL AGREEMENT FOR 2021 DOWNTOWN REVITALIZATION PROGRAM</b>  |
| <b>MEETING DATE:</b>                       | <b>February 8, 2021</b>  |
| <b>DESCRIPTION</b>                         | <b>Consider and act on adopting Resolution No. R21-005, a Resolution by the City Commission authorizing the City Manager to execute an Interlocal Contract with Panhandle Regional Planning Commission under the Interlocal Cooperation Act for grant application preparation and potential grant management services (if funded) for City of Pampa’s activities related to the 2021 Texas Capital Fund Downtown Revitalization Program.</b> |
| <b>STAFF CONTACT:</b>                      | <b>Dustin Miller, Community Services Director<br/>Paige Witthar, PRPC Program Specialist</b>   |
| <b>FINANCIAL IMPACT:</b>                   | <b>\$350,000.00</b>  |
| <b>SOURCE OF FUNDS:</b>                    | <b>2021 Texas Capital Fund Grant</b>   |
| <b>START/COMPLETION SCHEDULE:</b>          | <b>Information provided during meeting.</b>  |
| <b>RECOMMENDED ACTION:</b>                 | <b>Staff recommends Commission adopt Resolution No. R21-005 authorizing the City Manager to enter into a Interlocal Agreement with the Panhandle Regional Planning Commission for the 2021 Texas Capital Fund Downtown Revitalization Program.</b>   |
| <b>BACKGROUND/ ADDITIONAL INFORMATION:</b> | <b>Copy of Resolution, Interlocal Agreement with Amendment A attached.</b>   |

## **RESOLUTION NO. R21-005**

WHEREAS, the City of Pampa desires to apply to the Texas Department of Agriculture (TDA) for infrastructure assistance through the 2021 TxCDBG Downtown Revitalization program, and;

WHEREAS, the Interlocal Cooperation Act included in Chapter 791 of the Texas Government Code provides for contractual agreements between governmental entities, and;

WHEREAS, 2 CFR 200.318(e) encourages the use of interlocal agreements from the federal level, and;

WHEREAS, the Texas Department of Agriculture has issued a recommendation that communities applying under the TxCDBG 2021 TxCDBG Downtown Revitalization program consider contracting professional services for grant application preparation and potential grant administration (if funded) prior to application submission, and;

WHEREAS, the City of Pampa desires to contract the grant application preparation and potential grant administration (if funded) of its 2021 TxCDBG Downtown Revitalization Program application for Community Development Block Grant (TxCDBG) - Downtown Revitalization program funds through an interlocal cooperation contractual agreement with the Panhandle Regional Planning Commission (PRPC), and;

WHEREAS, the PRPC shall provide grant application preparation services related to the 2021 TxCDBG Downtown Revitalization program at no cost, and;

WHEREAS, administrative fees related to project management of any funded 2021 TxCDBG Downtown Revitalization Program project will be agreed to through an amendment to this interlocal agreement if City of Pampa receives funding through the 2021 TxCDBG Downtown Revitalization program, and;

NOW THEREFORE BE IT RESOLVED that the City Manager is authorized to execute an interlocal contract with the PRPC under the Interlocal Cooperation Act for grant application preparation and potential grant management (if funded) services for City of Pampa's activities related to the 2021 TxCDBG Downtown Revitalization program.

READ, APPROVED AND ADOPTED by the City Commission this the 8<sup>th</sup> day of February 2021.

**CITY OF PAMPA**

By: \_\_\_\_\_  
Brad Pingel, Mayor

**ATTEST:**

\_\_\_\_\_  
Karen L. Price, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Bryan J. Guymon, City Attorney



INTERLOCAL COOPERATION CONTRACT  
FOR APPLICATION DEVELOPMENT AND MANAGEMENT SERVICES  
TXCDBG DOWNTOWN REVITALIZATION PROGRAM

\*\*\*\*\*

THE STATE OF TEXAS

§  
§  
§

AGREEMENT FOR SERVICES

COUNTY OF POTTER

WHEREAS, this Contract is made and entered into this the 8th day of February, 2021 by and between the City of Pampa, acting by its duly authorized City Manager, after obtaining a resolution of its governing body authorizing this contract and the PANHANDLE REGIONAL PLANNING COMMISSION (PRPC), a political subdivision of the State of Texas organized under Chapter 391 of the Texas Local Government Code, acting by its duly authorized executive director.

WHEREAS, both parties to this Contract are local governments as defined in Chapter 791 of the Texas Government Code, and this Contract is entered into pursuant to the provisions of said Code which is commonly referred to as The Interlocal Cooperation Act.

WHEREAS, PRPC is agreeable to provide grant application preparation and grant administration expertise (if funded) needed by the City of Pampa for the 2021 TxCDBG Downtown Revitalization Program under the terms and conditions found in this contract.

*WHEREAS, this Interlocal Agreement is comprised of Part A (Application Development) services to be rendered at no cost to City of Pampa and Part B (Project Management) services to be rendered at a cost to be agreed to in an amendment to this contract in the event that the City of Pampa receives funding under the 2021 TxCDBG Downtown Revitalization program.*

NOW, THEREFORE PRPC agrees to provide application development services at no cost to City of Pampa. The following described application development and management services to the City of Pampa, to-wit:

A. Application Development

1. Pre-Development (unrelated to project specific development & which may have occurred prior to interlocal agreement under existing PRPC/City relationships)
  - a. Hold and Conduct public hearing required for application submittal.
  - b. Assist in the preparation and presentation of required resolution for application submittal to the Texas Department of Agriculture.
  - c. Assist in pre-application engineering selection including proper procurement methods as dictated by the TxCDBG Downtown Revitalization program implementation manual as appropriate to the City.
2. Provide general advice and technical assistance to the City of Pampa on application development and regulatory matters.
3. Furnish the City with necessary forms and procedures required for documentation of low/moderate income level qualifications.
4. Assist the City in application preparation and development meeting all grant application requirements.
5. Coordinate with project engineer to development and include required service area maps, cost estimates and other documentation as required by the grant application process.
6. Prepare and publish final notice of application submittal.
7. Final determination on the submission of an application under the 2021 TxCDBG Downtown Revitalization program will be at the City's discretion as noted in their resolution authorizing a local official to submit said application.

## **B. Project Management**

1. Development of details related to project management activities and fees will be specified via an amendment to this contract at such time as the 2021 TxCDBG Downtown Revitalization Application is selected for funding (if selected).
2. The Project Management amendment will include administrative fees as developed in City of Pampa's 2021 TxCDBG Downtown Revitalization Application and all TDA and HUD required language for administrative contracts at the time of TxCDBG Downtown Revitalization funding award.
  - a. Attachment A to this Interlocal Contract is a contingency draft amendment to be considered to detail administrative deliverables and TDA/HUD language for projects funded under the 2021 TxCDBG Downtown Revitalization program.
3. It is expressly understood that the execution of this interlocal contract does not imply or guarantee City of Pampa will receive funding under the 2021 TxCDBG Downtown Revitalization program.
4. The execution of this interlocal agreement establishes a contractual relationship between PRPC and City of Pampa prior to the development of an application to the 2021 TxCDBG Downtown Revitalization program pursuant any interpretation of 2 CFR 200.317-200.326.

In consideration of the services described in the foregoing paragraph, and in consideration of a future amendment to include project management activities and cost, to be rendered by PRPC, to the City of Pampa, the PRPC agrees that application development activities will be at no cost to the City of Pampa.

It is expressly understood and agreed by the parties hereto that they are independent contractors; and that nothing contained herein should be construed as giving rise to a partnership or joint venture.

## **TERMS AND CONDITIONS**

### **Modification/Amendment:**

The City of Pampa and PRPC may, upon mutual agreement, modify or amend this contract. Modifications, including any increase or decrease in the amount of compensation or scope of services, will be incorporated into this contract and finalized through a signed, written amendment.

### **Assignability:**

The City of Pampa and PRPC may assign interest in this Contract (whether by assignment or novation) with the written consent of the other.

### **Termination of Contract for Cause:**

If, through any cause, PRPC shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if PRPC shall violate any of the covenants, conditions, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to PRPC of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by PRPC under this Contract shall, at the option of the City, become its property and PRPC shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, PRPC shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by PRPC, and the City may withhold any payments to PRPC for the purpose of set off until such time as the exact amount of damages due the City from PRPC is determined.

### **Termination for Convenience of the City:**

The City may terminate this Contract at any time by giving at least ten (10) days notice in writing to PRPC. If the Contract is terminated by the City as provided herein, PRPC will be paid for the time provided and expenses incurred up to the termination date.

**Termination for Convenience of PRPC:**

PRPC may terminate this Contract at any time by giving at least ten (10) days notice in writing to the City. If the Contract is terminated by PRPC as provided herein, the City will be provided all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by PRPC under this Contract.

**Waiver of Extra-contractual Liability**

The PRPC shall not be held liable or responsible for the funding selection and project performance determinations by the Texas Department of Agriculture. It is the City’s final responsibility to meet all TxCDBG Downtown Revitalization application requirements and project administration requirements (contingent upon funding) associated with the program.

**Severability**

Should any one or more of the provisions of this agreement be held to be null, void, voidable, or for any reason whatsoever, of no force and effect, such provision(s) shall be construed as severable from the remainder of this agreement and shall not affect the validity of all other provisions of this agreement, which shall remain in full force and effect.

**Interest of Members of a City:**

No member of the governing body of the City and no other officer, employee, or agent of the City, who exercises any functions or responsibilities in connection with the administration, construction, engineering or implementation of the TxCDBG Downtown Revitalization Grant award between TDA and the City, shall have any personal financial interest, direct or indirect, in this Contract. PRPC shall take appropriate steps to assure compliance.

**Interest of Other Local Public Officials:**

No member of the governing body of the Grant Recipient and no other public official of such Grant Recipient, who exercises any functions or responsibilities in connection with the administration, construction, engineering or implementation of the TxCDBG Downtown Revitalization Grant award between TDA and the City, shall have any personal financial interest, direct or indirect, in this Contract; and PRPC shall take appropriate steps to assure compliance.

**Interest of PRPC and Employees:**

PRPC covenants that it presently has no interest and shall not acquire interest, direct or indirect, with the TXCDBG DOWNTOWN REVITALIZATION award between TDA and the City, or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. PRPC further covenants that in the performance of this Contract, no person having any such interest shall be employed.

EXECUTED this 8<sup>th</sup> day of February, 2021

PANHANDLE REGIONAL PLANNING COMMISSION

By \_\_\_\_\_  
Kyle Ingham, Executive Director

CITY OF PAMPA

By \_\_\_\_\_  
Shane Stokes, City Manager

**ATTACHMENT A**

**AMENDMENT NO. 1  
TO INTERLOCAL AGREEMENT  
FOR TxCDBG PROJECT ADMINISTRATION  
BETWEEN  
PRPC  
AND  
CITY OF PAMPA**

THIS AMENDMENT made as of , 2021 to the CONTRACT dated February 8<sup>th</sup>, 2021 between the City of Pampa (The City) and PRPC.

Owner and PRPC agree as set forth below, to the amended language of the Agreement for Services and Terms and Conditions.

**AGREEMENT FOR SERVICES**

NOW, THEREFORE PRPC agrees to provide the following described management services to the City of Pampa, TxCDBG Contract No. [INSERT HERE] (the "TxCDBG Contract"), to-wit:

**A. Project Management**

1. Develop a record-keeping system consistent with program guidelines, including the establishment and maintenance of a filing system.
2. Provide general advice and technical assistance to the City of Pampa personnel on implementation of project and regulatory matters.
3. Assist in the procurement of professional consulting engineering services through the request for proposal process, if applicable, and as required by the TxCDBG regulations.
4. Furnish the City of Pampa with necessary forms and procedures required for implementation of project.
5. Assist the City of Pampa in meeting all special condition requirements that may be stipulated in the contract between the City of Pampa and the Texas Department of Agriculture (TDA).
6. Prepare and submit to TDA documentation necessary for amending the TxCDBG contract, if required.
7. Conduct required re-assessment of environmental clearance for any program amendments.
8. Prepare and submit quarterly reports (progress and minority hiring).
9. Prepare Recipient Disclosure Report form for the City of Pampa signature and submittal.
10. Establish procedures to document expenditures associated with local administration of the project.
11. Provide guidance and assistance to the City of Pampa regarding acquisition of property.
  - Submit required reports concerning acquisition activities to TDA
  - Establish a separate acquisition file for each parcel of real property acquired
  - Determine necessary method(s) for acquiring real property

- Prepare correspondence to the property owners for the City of Pampa's signature to acquire the property or to secure an easement
  - Assist the City of Pampa in negotiation with property owner(s)
12. Serve as liaison for the City of Pampa during any monitoring visit by staff representatives from either TDA or the United States Department of Housing and Urban Development.

B. Financial Management

1. Assist the City of Pampa in proving its ability to manage the grant funds to the State's audit division.
2. Assist the City of Pampa in establishing and maintaining a bank account (Direct Deposit account) and/or separate local bank account, journals and ledgers.
3. Assist the City of Pampa in submitting the required Accounting System Certification letter, Direct Deposit Authorization Form (if applicable), and/or Depository/Authorized Signatory form to TDA.
4. Review invoices received for payment and file back-up documentation.
5. Prepare all fund drawdowns on behalf of the City of Pampa in order to ensure orderly, timely payments to all contracting parties within the allotted time period.
6. Provide general advice and technical assistance to the City of Pampa personnel on implementation of project and regulatory matters.
7. Assist the City of Pampa in establishing procedures to handle the use of any TXCDBG program income.

C. Environmental Review

1. Prepare environmental assessment.
2. Coordinate environmental clearance procedures with other federal or state agencies and interested parties responsible for implementing applicable laws.
3. Document consideration of any public comments.
4. Prepare any required re-assessment of environmental assessment.
5. Ensure compliance with EO 11988 projects in flood plains.
6. Prepare Request for Release of Funds and certifications to be sent to TDA.

D. Acquisition

1. Prepare required acquisition reports(s).
2. Obtain documentation of ownership for the City of Pampa-owned property and/or ROWs.
3. Maintain a separate file for each parcel of real property acquired.
4. Determine necessary method(s) for acquiring real property.
5. Prepare correspondence with property owners.
6. Assist the City of Pampa in negotiations with property owner(s).
7. Prepare required acquisition reports and submit to TDA.

E. Construction Management

1. Establish procedures to document expenditures associated with local construction of the project (if force account is applicable).
  - Assist the City of Pampa in determining whether and/or what TXCDBG contract activities will be carried out in whole or in part via force account labor.
  - Assist the City of Pampa in determining whether or not it will be necessary to hire temporary employees to specifically carryout TXCDBG contract activities.

- Assist the City of Pampa in maintaining adequate documentation of personnel, equipment and materials expended/used and their costs.
2. Assist the City of Pampa in documenting compliance with all federal and state requirements related to equal employment opportunity.
  3. Assist the City of Pampa in documenting compliance with all federal and state requirements related to minimum wage and overtime pay requirements.
  4. Provide assistance to or act as local labor standards officer. Notify TDA in writing of name, address, and phone number of appointed labor standards compliance officer.
  5. Request wage rates from TDA.
  6. Provide sample TXCDBG contract documents to engineer.
  7. Advertise for bids.
  8. Make ten-day call to TDA.
  9. Verify construction contractor eligibility with TDA.
  10. Review construction contract.
  11. Conduct pre-construction conference and prepare minutes.
  12. Submit any reports of additional classification and rates to TDA.
  13. Issue Notice of Start of Construction to TDA.
  14. Review weekly payrolls, including compliance follow-ups. Conduct employee interviews.
  15. Process and submit change orders to TDA prior to execution.
  16. Obtain Certificate of Construction Completion/Final Wage Compliance Report and submit to TDA.

F. Fair Housing/Equal Opportunity

1. Assist the City of Pampa in developing, implementing and documenting new activities to affirmatively further fair housing activities during the contract period.
2. Maintain documentation of all project beneficiaries by ethnicity and gender.
3. Prepare Section 3 and Affirmative Action Plan.
4. Prepare all Section 504 requirements.
5. Provide all applicable equal opportunity provisions and certifications for inclusion in bid packet.

G. Audit/Close-out Procedures

1. Prepare the final Project Completion Report, Recipient Disclosure/Update Report, and Certificate of Construction Completion.
2. Assist the City of Pampa in resolving any monitoring and audit findings.
3. Assist the City of Pampa in resolving any third-party claims.

In consideration of the services described in the foregoing paragraph to be rendered by PRPC, to the City of Pampa, the City of Pampa agrees to make the following progress payments from current revenue totaling **\$35,000.00** to PRPC:

1. Ten (10.0%) percent of the administrative portion of the TXCDBG Contract is to be paid upon completion of the startup activities associated with the TXCDBG grant which includes: TXCDBG Contract approval/depository and authorized signatory designation procedures; Direct Deposit authorization procedures; establishment of financial management procedures; all fair housing and equal opportunity procedures; establishment of citizen participation process; authorization of the

Labor Standards Officer; adoption of complaint procedures for the purposes of TXCDBG grant; and determination of compliance with applicable federal, state, and local laws and regulations.

2. Ten (10.0%) percent of the administrative portion of the TXCDBG Contract is to be paid upon completion of securing all professional services associated with the TXCDBG grant including the participation of minority-owned, female-owned, and local businesses.
3. Fifteen (15.0%) percent of the administrative portion of the TXCDBG Contract sum is to be paid upon completion of establishment of program and project files; assignment of roles and responsibilities; acquisition of any necessary property; completion of the environmental review requirements; and participant income verification (if applicable).
4. Twenty (20.0%) percent of the administrative portion of the TXCDBG Contract sum is to be paid upon receipt of construction bids and the award of a construction contract.
5. Twenty (20.0%) percent of the administrative portion of the TXCDBG Contract sum is to be paid upon completion of monitoring labor standards compliance by conducting interviews with construction workers at the job site and reviewing payroll reports.
6. Fifteen (15.0%) percent of the administrative portion of the TXCDBG Contract sum is to be paid upon completion of construction activities, inspection, acceptance, and project close-out procedures.
7. Ten (10.0%) percent of the administrative portion of the TXCDBG Contract sum is to be paid upon completion of monitoring review activities and receipt of the Administratively Complete Letter by the City.

It is expressly understood and agreed by the parties hereto that they are independent contractors; and that nothing contained herein should be construed as giving rise to a partnership or joint venture.

PRPC shall maintain fiscal records and supporting documentation for all expenditures of funds made under this Contract in a manner which conforms to OMB Circular A-87, the Management Standards, and this Contract. PRPC agrees to comply with the retention and custodial requirements for records as set forth in Attachment C of OMB Circular A-102, as amended August 29, 1997, as supplemented by Section 5.154 of the Management Standards.

PRPC shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of Texas, TDA, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by PRPC or pertaining to this Contract. Such rights to access shall continue as long as the records are retained by PRPC and PRPC agrees to maintain such records in accessible location.

PRPC shall maintain fiscal records and supporting documentation for all expenditures of funds made under this Contract in a manner which conforms to OMB Circular A-87, the Management Standards, and this Contract. PRPC agrees to comply with the retention and custodial requirements for records as set forth in Attachment C of OMB Circular A-102, as amended August 29, 1997, as supplemented by Section 5.154 of the Management Standards.

PRPC shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of Texas, TDA, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by PRPC or pertaining to this Contract. Such rights to access shall continue as long as the records are retained by PRPC and PRPC agrees to maintain such records in accessible location.

## TERMS AND CONDITIONS

### **Federal Civil Rights Compliance**

During the performance of this Contract, PRPC agrees as follows related to activities associated with TXCDBG contract #TBD:

### **Equal Employment Opportunity:**

1) PRPC will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. PRPC will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. PRPC agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) PRPC will, in all solicitations or advertisements for employees placed by or on behalf of PRPC, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) PRPC will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with PRPC's legal duty to furnish information.

(4) PRPC will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of PRPC's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) PRPC will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) PRPC will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of PRPC's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and PRPC may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) PRPC will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. PRPC will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or



vendor as a result of such direction by the administering agency PRPC may request the United States to enter into such litigation to protect the interests of the United States.

**Civil Rights Act of 1964:**

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, sex, national origin or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

**Section 109 of the Housing and Community Development Act of 1974:**

No person in the United States shall on the grounds of race, color, national origin, sex or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

**Section 3, Compliance in the Provision of Training, Employment and Business Opportunities:**

1. The work to be performed under this Contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended and 12 U.S.C, 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of this project.
2. The parties to this contract will comply with the provision of said Section 3 and the regulation issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the TDA issued there under prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are in no contractual or other disability which would prevent them from complying with these requirements.
3. PRPC will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
4. PRPC will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontract is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. PRPC will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, for such assistance, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which the federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

**Section 503 (if \$10,000 or Over) Affirmative Action for Employment of Qualified Individuals with Disabilities (29 USC 793):**

1. PRPC will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. PRPC agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination in practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
2. PRPC agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
3. In the event of PRPC's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
4. PRPC will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

**Local Program Liaison:**

For purposes of this contract, Marvin "Bubba" Dickson, Mayor, will serve as the Local Program Liaison and primary point of contact for PRPC. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

**Access to Information/Records:**

It is agreed that all information, data, reports and records and maps as are existing, available and necessary for the carrying out of the work outlined above shall be furnished to PRPC by the City and its agencies. No charge will be made to PRPC for such information and the City and its agencies will cooperate with PRPC in every way possible to facilitate the performance of the work described in this agreement.

PRPC, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this agreement.

The grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives must have access to any books, documents, papers, and records of PRPC which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.

Grantees or subgrantees must retain all required records for three years after grantees or subgrantees make final payment and all other pending matters are closed.

**Debarment and Suspension:**

A contract must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management, in accordance with the OMB guidelines at 2 CFR

180 that implement Executive Order 12549 and 12689 "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**Resolution of Program Non-Compliance and Disallowed Costs:**

In the event of any dispute, claim, question, or disagreement arising from or relating to this Contract, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TXCDBG requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties.

If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Contract and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

IN TESTIMONY HEREOF, they have executed this AMENDMENT NO. 1, the \_\_\_ day of \_\_\_\_\_, 2021.

PANHANDLE REGIONAL PLANNING COMMISSION

By \_\_\_\_\_

Kyle Ingham, Executive Director

The City of Pampa

By \_\_\_\_\_

Shane Stokes, City Manager



## **CITY OF PAMPA AGENDA INFORMATION SHEET**

### **AGENDA ITEM: 5**

|  |   |
|--|---|
| <b>ITEM/PROJECT:</b>                       | <b>AMENDMENT NO. 1 TO INTERLOCAL CONTRACT WITH PRPC FOR TxCDBG PROJECT ADMINISTRATION</b>   |
| <b>MEETING DATE:</b>                       | <b>February 8, 2021</b>   |
| <b>DESCRIPTION</b>                         | <b>Consider and act on approving Amendment No. 1 to the Interlocal Contract with Panhandle Regional Planning Commission for administrative services for the City of Pampa's 2020 Texas Community Development Project and authorize the City Manager to execute the Amendment.</b> |
| <b>STAFF CONTACT:</b>                      | <b>Shane Stokes, City Manager<br/>Gary Turley, Director Public Works<br/>Paige Witthar, PRPC Program Specialist</b>   |
| <b>FINANCIAL IMPACT:</b>                   | <b>\$31,500</b>   |
| <b>SOURCE OF FUNDS:</b>                    | <b>2020-21 Operating Budget</b>   |
| <b>START/COMPLETION SCHEDULE:</b>          | <b>Amendment No. 1 will be effective after Commission approves.</b>   |
| <b>RECOMMENDED ACTION:</b>                 | <b>Staff recommends Commission approve Amendment No. 1 as presented and authorize City Manager to execute Amendment.</b>  |
| <b>BACKGROUND/ ADDITIONAL INFORMATION:</b> | <b>Copy of Amendment No. 1 attached.</b>  |

**ATTACHMENT A**

**AMENDMENT NO. 1  
TO INTERLOCAL AGREEMENT  
FOR TxCDBG PROJECT ADMINISTRATION  
BETWEEN  
PRPC  
AND  
CITY OF PAMPA**

THIS AMENDMENT made as of February 8, 2021 to the CONTRACT dated September 24, 2018 between the City of Pampa (The City) and PRPC.

Owner and PRPC agree as set forth below, to the amended language of the Agreement for Services and Terms and Conditions.

**AGREEMENT FOR SERVICES**

NOW, THEREFORE PRPC agrees to provide the following described management services to the City of Pampa, TxCDBG Contract No. 7220350 (the "TxCDBG Contract"), to-wit:

A. Project Management

1. Develop a record-keeping system consistent with program guidelines, including the establishment and maintenance of a filing system.
2. Provide general advice and technical assistance to the City of Pampa personnel on implementation of project and regulatory matters.
3. Assist in the procurement of professional consulting engineering services through the request for proposal process, if applicable, and as required by the TxCDBG regulations.
4. Furnish the City of Pampa with necessary forms and procedures required for implementation of project.
5. Assist the City of Pampa in meeting all special condition requirements that may be stipulated in the contract between the City of Pampa and the Texas Department of Agriculture (TDA).
6. Prepare and submit to TDA documentation necessary for amending the TxCDBG contract, if required.
7. Conduct required re-assessment of environmental clearance for any program amendments.
8. Prepare and submit quarterly reports (progress and minority hiring).
9. Prepare Recipient Disclosure Report form for the City of Pampa signature and submittal.
10. Establish procedures to document expenditures associated with local administration of the project.
11. Provide guidance and assistance to the City of Pampa regarding acquisition of property.
  - Submit required reports concerning acquisition activities to TDA
  - Establish a separate acquisition file for each parcel of real property acquired
  - Determine necessary method(s) for acquiring real property

- Prepare correspondence to the property owners for the City of Pampa's signature to acquire the property or to secure an easement
  - Assist the City of Pampa in negotiation with property owner(s)
12. Serve as liaison for the City of Pampa during any monitoring visit by staff representatives from either TDA or the United States Department of Housing and Urban Development.

B. Financial Management

1. Assist the City of Pampa in proving its ability to manage the grant funds to the State's audit division.
2. Assist the City of Pampa in establishing and maintaining a bank account (Direct Deposit account) and/or separate local bank account, journals and ledgers.
3. Assist the City of Pampa in submitting the required Accounting System Certification letter, Direct Deposit Authorization Form (if applicable), and/or Depository/Authorized Signatory form to TDA.
4. Review invoices received for payment and file back-up documentation.
5. Prepare all fund drawdowns on behalf of the City of Pampa in order to ensure orderly, timely payments to all contracting parties within the allotted time period.
6. Provide general advice and technical assistance to the City of Pampa personnel on implementation of project and regulatory matters.
7. Assist the City of Pampa in establishing procedures to handle the use of any TXCDBG program income.

C. Environmental Review

1. Prepare environmental assessment.
2. Coordinate environmental clearance procedures with other federal or state agencies and interested parties responsible for implementing applicable laws.
3. Document consideration of any public comments.
4. Prepare any required re-assessment of environmental assessment.
5. Ensure compliance with EO 11988 projects in flood plains.
6. Prepare Request for Release of Funds and certifications to be sent to TDA.

D. Acquisition

1. Prepare required acquisition reports(s).
2. Obtain documentation of ownership for the City of Pampa-owned property and/or ROWs.
3. Maintain a separate file for each parcel of real property acquired.
4. Determine necessary method(s) for acquiring real property.
5. Prepare correspondence with property owners.
6. Assist the City of Pampa in negotiations with property owner(s).
7. Prepare required acquisition reports and submit to TDA.

E. Construction Management

1. Establish procedures to document expenditures associated with local construction of the project (if force account is applicable).
  - Assist the City of Pampa in determining whether and/or what TXCDBG contract activities will be carried out in whole or in part via force account labor.
  - Assist the City of Pampa in determining whether or not it will be necessary to hire temporary employees to specifically carryout TXCDBG contract activities.

- Assist the City of Pampa in maintaining adequate documentation of personnel, equipment and materials expended/used and their costs.
2. Assist the City of Pampa in documenting compliance with all federal and state requirements related to equal employment opportunity.
  3. Assist the City of Pampa in documenting compliance with all federal and state requirements related to minimum wage and overtime pay requirements.
  4. Provide assistance to or act as local labor standards officer. Notify TDA in writing of name, address, and phone number of appointed labor standards compliance officer.
  5. Request wage rates from TDA.
  6. Provide sample TXCDBG contract documents to engineer.
  7. Advertise for bids.
  8. Make ten-day call to TDA.
  9. Verify construction contractor eligibility with TDA.
  10. Review construction contract.
  11. Conduct pre-construction conference and prepare minutes.
  12. Submit any reports of additional classification and rates to TDA.
  13. Issue Notice of Start of Construction to TDA.
  14. Review weekly payrolls, including compliance follow-ups. Conduct employee interviews.
  15. Process and submit change orders to TDA prior to execution.
  16. Obtain Certificate of Construction Completion/Final Wage Compliance Report and submit to TDA.

F. Fair Housing/Equal Opportunity

1. Assist the City of Pampa in developing, implementing and documenting new activities to affirmatively further fair housing activities during the contract period.
2. Maintain documentation of all project beneficiaries by ethnicity and gender.
3. Prepare Section 3 and Affirmative Action Plan.
4. Prepare all Section 504 requirements.
5. Provide all applicable equal opportunity provisions and certifications for inclusion in bid packet.

G. Audit/Close-out Procedures

1. Prepare the final Project Completion Report, Recipient Disclosure/Update Report, and Certificate of Construction Completion.
2. Assist the City of Pampa in resolving any monitoring and audit findings.
3. Assist the City of Pampa in resolving any third-party claims.

In consideration of the services described in the foregoing paragraph to be rendered by PRPC, to the City of Pampa, the City of Pampa agrees to make the following progress payments from current revenue totaling **\$31,500.00** to PRPC:

1. Ten (10.0%) percent of the administrative portion of the TXCDBG Contract is to be paid upon completion of the startup activities associated with the TXCDBG grant which includes: TXCDBG Contract approval/depository and authorized signatory designation procedures; Direct Deposit authorization procedures; establishment of financial management procedures; all fair housing and equal opportunity procedures; establishment of citizen participation process; authorization of the Labor Standards Officer; adoption of complaint procedures for the purposes of TXCDBG grant; and determination of compliance with applicable federal, state, and local laws and regulations.

2. Ten (10.0%) percent of the administrative portion of the TXCDBG Contract is to be paid upon completion of securing all professional services associated with the TXCDBG grant including the participation of minority-owned, female-owned, and local businesses.
3. Fifteen (15.0%) percent of the administrative portion of the TXCDBG Contract sum is to be paid upon completion of establishment of program and project files; assignment of roles and responsibilities; acquisition of any necessary property; completion of the environmental review requirements; and participant income verification (if applicable).
4. Twenty (20.0%) percent of the administrative portion of the TXCDBG Contract sum is to be paid upon receipt of construction bids and the award of a construction contract.
5. Twenty (20.0%) percent of the administrative portion of the TXCDBG Contract sum is to be paid upon completion of monitoring labor standards compliance by conducting interviews with construction workers at the job site and reviewing payroll reports.
6. Fifteen (15.0%) percent of the administrative portion of the TXCDBG Contract sum is to be paid upon completion of construction activities, inspection, acceptance, and project close-out procedures.
7. Ten (10.0%) percent of the administrative portion of the TXCDBG Contract sum is to be paid upon completion of monitoring review activities and receipt of the Administratively Complete Letter by the City.

It is expressly understood and agreed by the parties hereto that they are independent contractors; and that nothing contained herein should be construed as giving rise to a partnership or joint venture.

PRPC shall maintain fiscal records and supporting documentation for all expenditures of funds made under this Contract in a manner which conforms to OMB Circular A-87, the Management Standards, and this Contract. PRPC agrees to comply with the retention and custodial requirements for records as set forth in Attachment C of OMB Circular A-102, as amended August 29, 1997, as supplemented by Section 5.154 of the Management Standards.

PRPC shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of Texas, TDA, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by PRPC or pertaining to this Contract. Such rights to access shall continue as long as the records are retained by PRPC and PRPC agrees to maintain such records in accessible location.

## TERMS AND CONDITIONS

### **Federal Civil Rights Compliance**

During the performance of this Contract, PRPC agrees as follows related to activities associated with TXCDBG contract #7220350:

#### **Equal Employment Opportunity:**

1) PRPC will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. PRPC will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. PRPC agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) PRPC will, in all solicitations or advertisements for employees placed by or on behalf of PRPC, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.



(3) PRPC will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with PRPC's legal duty to furnish information.

(4) PRPC will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of PRPC's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) PRPC will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) PRPC will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of PRPC's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and PRPC may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) PRPC will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. PRPC will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency PRPC may request the United States to enter into such litigation to protect the interests of the United States.

**Civil Rights Act of 1964:**

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, sex, national origin or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

**Section 109 of the Housing and Community Development Act of 1974:**

No person in the United States shall on the grounds of race, color, national origin, sex or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

**Section 3, Compliance in the Provision of Training, Employment and Business Opportunities:**

1. The work to be performed under this Contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended and 12 U.S.C, 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of this project.
2. The parties to this contract will comply with the provision of said Section 3 and the regulation issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the TDA issued there under prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are in no contractual or other disability which would prevent them from complying with these requirements.
3. PRPC will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
4. PRPC will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontract is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. PRPC will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, for such assistance, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which the federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

**Section 503 (if \$10,000 or Over) Affirmative Action for Employment of Qualified Individuals with Disabilities (29 USC 793)** \_\_\_\_\_ :

1. PRPC will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. PRPC agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination in practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
2. PRPC agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
3. In the event of PRPC's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
4. PRPC will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

**Local Program Liaison:**

For purposes of this Contract the City Secretary will serve as the Local Program Liaison and primary point of contact for PRPC. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

**Access to Information/Records:**

It is agreed that all information, data, reports and records and maps as are existing, available and necessary for the carrying out of the work outlined above shall be furnished to PRPC by the City and its agencies. No charge will be made to PRPC for such information and the City and its agencies will cooperate with PRPC in every way possible to facilitate the performance of the work described in this agreement.

PRPC, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this agreement.

The grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives must have access to any books, documents, papers, and records of PRPC which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.

Grantees or subgrantees must retain all required records for three years after grantees or subgrantees make final payment and all other pending matters are closed.

**Debarment and Suspension:**

A contract must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Order 12549 and 12689 "Debarment and Suspension." SAM Exclusions

contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**Resolution of Program Non-Compliance and Disallowed Costs:**

In the event of any dispute, claim, question, or disagreement arising from or relating to this Contract, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TXCDBG requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties.

If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Contract and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

IN TESTIMONY HEREOF, they have executed this AMENDMENT NO. 1, the 8<sup>th</sup> day of February, 2021.

PANHANDLE REGIONAL PLANNING COMMISSION

By \_\_\_\_\_  
Kyle Ingham, Executive Director

CITY OF PAMPA

By \_\_\_\_\_  
Shane Stokes, City Manager



**CITY OF PAMPA  
AGENDA INFORMATION SHEET**

**AGENDA ITEM: 6**

|  |   |
|--|---|
| <b>ITEM/PROJECT:</b>                       | <b>RESOLUTION NO. R21-006 – DESIGNATING SIGNATORIES FOR 2020 TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM</b>  |
| <b>MEETING DATE:</b>                       | <b>February 8, 2021</b>   |
| <b>DESCRIPTION</b>                         | <b>Consider and act on adopting Resolution No. R21-006, a Resolution by the City Commission designating the Mayor and City Manager to act as designated signatories in order to execute contractual documents between the Texas Department of Agriculture and the City of Pampa for the 2020 Texas Community Development Block Grant Program.</b> |
| <b>STAFF CONTACT:</b>                      | <b>Shane Stokes, City Manager<br/>Gary Turley, Director Public Works<br/>Paige Witthar, PRPC Program Specialist</b>   |
| <b>FINANCIAL IMPACT:</b>                   | <b>N/A</b>  |
| <b>SOURCE OF FUNDS:</b>                    | <b>N/A</b>  |
| <b>START/COMPLETION SCHEDULE:</b>          | <b>Resolution effective after Commission adopts.</b>  |
| <b>RECOMMENDED ACTION:</b>                 | <b>Staff recommends Commission adopt Resolution No. R21-006 designating the Mayor and City Manager as signatories to execute contractual documents for the 2020 Texas Community Development Block Grant Program.</b>  |
| <b>BACKGROUND/ ADDITIONAL INFORMATION:</b> | <b>Copy of Resolution No. R21-006 attached.</b>   |

**RESOLUTION AUTHORIZING SIGNATORIES**

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF PAMPA, TEXAS, DESIGNATING AUTHORIZED SIGNATORIES FOR CONTRACTUAL DOCUMENTS AND DOCUMENTS FOR REQUESTING FUNDS PERTAINING TO THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (TxCDBG) CONTRACT NUMBER 7220350.

WHEREAS, the City of Pampa, Texas has received a 2020 Texas Community Development Block Grant award to provide water system improvements, and;

WHEREAS, it is necessary to appoint persons to execute contractual documents and documents for requesting funds from the Texas Department of Agriculture, and;

WHEREAS, an original signed copy of the TxCDBG *Depository/Authorized Signatories Designation Form (Form A202)* is to be submitted with a copy of this Resolution, and;

WHEREAS, the City of Pampa, Texas acknowledges that in the event that an authorized signatory of the City changes (elections, illness, resignations, etc.), the City must provide TxCDBG with the following:

- a resolution stating who the new authorized signatory is (not required if this original resolution names only the title and not the name of the signatory); and
- a revised TxCDBG *Depository/ Authorized Signatories Designation Form (Form A202)*.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PAMPA, TEXAS, AS FOLLOWS:

The Mayor and City Manager be authorized to execute contractual and environmental review documents between the Texas Department of Agriculture and the City 2020 Texas Community Development Block Grant Program.

The Mayor, City Manager, and Director of Public Works be authorized to execute the *State of Texas Purchase Voucher and Request for Payment Form* documents required for requesting funds approved in the 2020 Texas Community Development Block Grant Program.

PASSED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF PAMPA, TEXAS ON FEBRUARY 8, 2021

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Brad Pingel, Mayor

Attest:

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Karen Price, City Secretary

## Depository/Authorized Signatories Designation Form

Grant Recipient: City of Pampa

TxCDBG Contract No. 7220350

The individuals listed below are designated by resolution as authorized signatories for contractual and environmental review documents.

|                      |                      |
|----------------------|----------------------|
| Brad Pingel          | Shane Stokes         |
| _____<br>(Name)      | _____<br>(Name)      |
| Mayor                | City Manager         |
| _____<br>(Title)     | _____<br>(Title)     |
| _____<br>(Signature) | _____<br>(Signature) |

In addition to the individuals listed above, the individuals listed below are designated by resolution as authorized signatories for the *Request for Payment Form* (Form A203)—(At least two (2) signatories required).

|                          |                      |
|--------------------------|----------------------|
| Brad Pingel              | Shane Stokes         |
| _____<br>(Name)          | _____<br>(Name)      |
| Mayor                    | City Manager         |
| _____<br>(Title)         | _____<br>(Title)     |
| _____<br>(Signature)     | _____<br>(Signature) |
| Gary Turley              |                      |
| _____<br>(Name)          | _____<br>(Name)      |
| Director of Public Works |                      |
| _____<br>(Title)         | _____<br>(Title)     |
| _____<br>(Signature)     | _____<br>(Signature) |

**NOTE:** A copy of a Resolution passed by the city council or county commissioner's court authorizing the signatories must be submitted along with this form. Grant Recipients are strongly encouraged to use the sample resolution provided.



## CITY OF PAMPA AGENDA INFORMATION SHEET

### AGENDA ITEM: 7

|  |   |
|--|---|
| <b>ITEM/PROJECT:</b>                       | <b>APPOINT CITY OF PAMPA CIVIL RIGHTS OFFICER AND LABOR STANDARDS OFFICER</b>   |
| <b>MEETING DATE:</b>                       | <b>February 8, 2021</b>   |
| <b>DESCRIPTION</b>                         | <b>Consider and act on adopting the following for the purposes of the Texas Community Development Program Grant:</b> <ul style="list-style-type: none"><li>• <b>Appoint the City Secretary as the City of Pampa Civil Rights Officer</b></li><li>• <b>Appoint a Labor Standards Officer</b></li></ul> |
| <b>STAFF CONTACT:</b>                      | <b>Shane Stokes, City Manager<br/>Paige Witthar, PRPC Program Specialist</b>  |
| <b>FINANCIAL IMPACT:</b>                   | <b>N/A</b>  |
| <b>SOURCE OF FUNDS:</b>                    | <b>N/A</b>  |
| <b>START/COMPLETION SCHEDULE:</b>          | <b>Appointments effective after Commission adopts.</b>  |
| <b>RECOMMENDED ACTION:</b>                 | <b>Staff recommends Commission appoints the Karen Price, City Secretary as the Civil Rights Officer for the City of Pampa and Paige Witthar, as the Labor Standards Officer for the purposes of the Texas Community Development Program Grant.</b>  |
| <b>BACKGROUND/ ADDITIONAL INFORMATION:</b> | <b>Copy of both appointment forms attached.</b>   |





# Designation Form for Civil Rights Officer

**A1008**



City/County: City of Pampa

TxCDBG Contract # 7220350

Address: P.O. Box 2499

Pampa, TX 79066

Telephone Number: (806) 669-5750

\*\*\*\*\*

I, Brad Pingel, Mayor, do hereby appoint Karen Price, City Secretary, as the Civil Rights Officer for the City of Pampa.

The Civil Rights Officer shall be responsible for the oversight and compliance of fair housing and equal opportunity activities to be performed by the City of Pampa, as required by the Texas Community Development Block Grant Program Contract No. 7220350.

The Civil Rights Officer is responsible for being familiar with and adhering to all civil rights laws and regulations pertaining to the Texas Community Development Block Grant Program, including those described in the TxCDBG Implementation Manual and those listed in the TxCDBG contract.

Civil Rights Officer: \_\_\_\_\_  
(Signature)

Appointed by: \_\_\_\_\_  
(Signature)

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

**Appointment of Labor Standards Officer**  
 (Submit form to [Labors@TexasAgriculture.gov](mailto:Labors@TexasAgriculture.gov) )

**A701**

Grant Recipient: City of Pampa Contract No: 7220350

I, Brad Pingel hereby appoint Paige Witthar  
(Print Mayor/County Judge) (Print Name)

as the Labor Standards Officer for the aforementioned contract. The appointed Labor Standards Officer is assigned to oversee the labor portion of the contract and will be responsible for assuring compliance with all requirements under **Chapter 7 of the TxCDBG Project Implementation Manual.**

|   |                               |             |                |      |       |
|---|-------------------------------|-------------|----------------|------|-------|
| Appointed Labor Standards Officer Name: | Paige Witthar                 |             |                |      |       |
| Address:                                | 415 SW 8 <sup>th</sup> Avenue |             |                |      |       |
| City:                                   | Amarillo                      | State:      | TX             | Zip: | 79101 |
| Telephone Number:                       | (806) 372-3381                | Fax Number: | (806) 373-3268 |      |       |
| Email Address:                          | pwitthar@theprpc.org          |             |                |      |       |

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I acknowledge the appointment and duties of Labor Standards Officer.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Labor Standards Officer)

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Appointed by: Brad Pingel Title: Mayor  
(Print Mayor/County Judge)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Mayor/County Judge)



## CITY OF PAMPA AGENDA INFORMATION SHEET

### AGENDA ITEM: 8

|  |  |
|--|--|
| <b>ITEM/PROJECT:</b>                       | <b>RESOLUTION NO. R21-007, ADOPTING CIVIL RIGHTS POLICIES</b>  |
| <b>MEETING DATE:</b>                       | <b>February 8, 2021</b>  |
| <b>DESCRIPTION</b>                         | <b>Consider and act on adopting Resolution No. R21-007, a Resolution by the City Commission regarding Civil Rights and the adoption of the following policies.</b> <ol style="list-style-type: none"><li><b>1. Citizen Participation Plan &amp; Grievance Procedures</b></li><li><b>2. Section 3 Policy</b></li><li><b>3. Excessive Force Policy</b></li><li><b>4. Section 504 Policy and Grievance Procedures</b></li><li><b>5. Code of Conduct</b></li><li><b>6. Limited English Proficiency</b></li><li><b>7. Fair Housing Policy</b></li></ol> |
| <b>STAFF CONTACT:</b>                      | <b>Shane Stokes, City Manager<br/>Gary Turley, Director Public Works<br/>Paige Witthar, PRPC Program Specialist</b>  |
| <b>FINANCIAL IMPACT:</b>                   | <b>N/A</b>   |
| <b>SOURCE OF FUNDS:</b>                    | <b>N/A</b>   |
| <b>START/COMPLETION SCHEDULE:</b>          | <b>Resolution effective after Commission adopts.</b>   |
| <b>RECOMMENDED ACTION:</b>                 | <b>Staff recommends Commission adopts Resolution No. R21-007 adopting the listed Civil Rights Policies.</b>  |
| <b>BACKGROUND/ ADDITIONAL INFORMATION:</b> | <b>Copy of Resolution No. R21-007 and each policy attached.</b>  |

**RESOLUTION No. R21-007 Regarding Civil Rights****The City of Pampa, Texas**

Whereas, the City of Pampa, Texas, (hereinafter referred to as “City of Pampa”) has been awarded TxCDBG funding through a TxCDBG grant from the Texas Department of Agriculture (hereinafter referred to as “TDA”);

Whereas, the City of Pampa in accordance with Section 109 of the Title I of the Housing and Community Development Act. (24 CFR 6); the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107); and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and for construction contracts greater than \$10,000, must take actions to ensure that no person or group is denied benefits such as employment, training, housing, and contracts generated by the CDBG activity, on the basis of race, color, religion, sex, national origin, age, or disability;

Whereas, the City of Pampa in consideration for the receipt and acceptance of federal funding, agrees to comply with all federal rules and regulations including those rules and regulations governing citizen participation and civil rights protections;

Whereas, the City of Pampa in accordance with Section 3 of the Housing and Urban Development Act of 1968, as amended, and 24 CFR Part 135, is required, to the greatest extent feasible, to provide training and employment opportunities to lower income residents and contract opportunities to businesses in the TxCDBG project area;

Whereas, the City of Pampa in accordance with Section 104(1) of the Housing and Community Development Act, as amended, and State’s certification requirements at 24 CFR 91.325(b)(6), must adopt an excessive force policy that prohibits the use of excessive force against non-violent civil rights demonstrations;

Whereas, the City of Pampa in accordance with Executive Order 13166, must take reasonable steps to ensure meaningful access to services in federally assisted programs and activities by persons with limited English proficiency (LEP) and must have an LEP plan in place specific to the locality and beneficiaries for each TxCDBG project;

Whereas, the City of Pampa in accordance with Section 504 of the Rehabilitation Act of 1973, does not discriminate on the basis of disability and agrees to ensure that qualified individuals with disabilities have access to programs and activities that receive federal funds; and

Whereas, the City of Pampa in accordance with Section 808(e)(5) of the Fair Housing Act (42 USC

3608(e)(5)) that requires HUD programs and activities be administered in a manner affirmatively to further the policies of the Fair Housing Act, agrees to conduct at least one activity during the contract period of the TxCDBG contract, to affirmatively further fair housing;

Whereas, the City of Pampa agrees to maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PAMPA, TEXAS, that the CITY OF PAMPA ADOPTS/REAFFIRMS THE FOLLOWING:

1. Citizen Participation Plan and Grievance Procedures (Form A1013);
2. Section 3 Policy (Form A1002);
3. Excessive Force Policy (Form A1003);
4. Section 504 Policy and Grievance Procedures (Form A1004);
5. Code of Conduct Policy (Sample Form Appendix C);
6. Limited English Proficiency Plan (Form 1010); and
7. Fair Housing Policy (Exhibit 1015).

**Passed and approved this 8<sup>th</sup> day of February, 2021.**

\_\_\_\_\_  
Signature of Elected Official - Mayor

\_\_\_\_\_  
Printed Name of Elected Official - Mayor

City of Pampa

Date \_\_\_\_\_

THE CITY OF PAMPA  
CITIZEN PARTICIPATION PLAN  
TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

*Note to Grant Recipients regarding Limited English Proficiency (LEP) requirements:*

In accordance with federal law, if there is a significant number of the population who are non-English speaking residents and are affected by the TxCDBG project, such citizens should have 'meaningful access' to all aspects of the TxCDBG project. To provide 'meaningful access', Grant Recipients may need to provide interpreter services at public hearings or provide non-English written materials that are routinely provided in English. Examples of such vital documents may include Citizen Participation notices (e.g., complaint procedures, hearings notices), civil rights notices, and any other published notice that may allow an eligible person with limited English proficiency to participate in discussing proposed CDBG activities.

For more information, see [LEP.gov](http://LEP.gov)

#### COMPLAINT PROCEDURES

These complaint procedures comply with the requirements of the Texas Department of Agriculture's Texas Community Development Block Grant (TxCDBG) Program and Local Government Requirements found in 24 CFR §570.486 (Code of Federal Regulations). Citizens can obtain a copy of these procedures at Pampa City Hall, 200 W Foster Ave., Pampa, TX 79066, (806) 669-5750 during regular business hours.

Below are the formal complaint and grievance procedures regarding the services provided under the TxCDBG project.

1. A person who has a complaint or grievance about any services or activities with respect to the TxCDBG project, whether it is a proposed, ongoing, or completed TxCDBG project, may during regular business hours submit such complaint or grievance, in writing to the City of Pampa at P.O. Box 2499, Pampa, TX 79066 or may call (806) 669-5750.
2. A copy of the complaint or grievance shall be transmitted by the City of Pampa to the entity that is the subject of the complaint or grievance and to the City Attorney within five (5) working days after the date of the complaint or grievance was received.
3. The City of Pampa shall complete an investigation of the complaint or grievance, if practicable, and provide a timely written answer to person who made the complaint or grievance within ten (10) days.
4. If the investigation cannot be completed within ten (10) working days per 3 above, the person who made the grievance or complaint shall be notified, in writing, within fifteen (15) days where practicable after receipt of the original complaint or grievance and shall detail when the investigation should be completed.
5. If necessary, the grievance and a written copy of the subsequent investigation shall be forwarded to the TxCDBG for their further review and comment.

6. If appropriate, provide copies of grievance procedures and responses to grievances in both English and Spanish, or other appropriate language.

## TECHNICAL ASSISTANCE

When requested, the City shall provide technical assistance to groups that are representative of persons of low- and moderate-income in developing proposals for the use of TxCDBG funds. The City, based upon the specific needs of the community's residents at the time of the request, shall determine the level and type of assistance.

## PUBLIC HEARING PROVISIONS

For each public hearing scheduled and conducted by the City, the following public hearing provisions shall be observed:

1. Public notice of all hearings must be published at least seventy-two (72) hours prior to the scheduled hearing. The public notice must be published in a local newspaper. Each public notice must include the date, time, location, and topics to be considered at the public hearing. A published newspaper article can also be used to meet this requirement so long as it meets all content and timing requirements. Notices should also be prominently posted in public buildings and distributed to local Public Housing Authorities and other interested community groups.
2. When a significant number of non-English speaking residents are a part of the potential service area of the TxCDBG project, vital documents such as notices should be published in the predominant language of these non-English speaking citizens.
3. Each public hearing shall be held at a time and location convenient to potential or actual beneficiaries and will include accommodation for persons with disabilities. Persons with disabilities must be able to attend the hearings and the City must make arrangements for individuals who require auxiliary aids or services if contacted at least two days prior to the hearing.
4. A public hearing held prior to the submission of a TxCDBG application must be held after 5:00 PM on a weekday or at a convenient time on a Saturday or Sunday.
5. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, an interpreter should be present to accommodate the needs of the non-English speaking residents.

The City shall comply with the following citizen participation requirements for the preparation and submission of an application for a TxCDBG project:

1. At a minimum, the City shall hold at least one (1) public hearing to prior to submitting the application to the Texas Department of Agriculture.
2. The City shall retain documentation of the hearing notice(s), a listing of persons attending the hearing(s), minutes of the hearing(s), and any other records concerning the proposed use of funds for

three (3) years from closeout of the grant to the state. Such records shall be made available to the public in accordance with Chapter 552, Texas Government Code.

3. The public hearing shall include a discussion with citizens as outlined in the applicable TxCDBG application manual to include, but is not limited to, the development of housing and community development needs, the amount of funding available, all eligible activities under the TxCDBG program, and the use of past TxCDBG contract funds, if applicable. Citizens, with particular emphasis on persons of low- and moderate-income who are residents of slum and blight areas, shall be encouraged to submit their views and proposals regarding community development and housing needs. Citizens shall be made aware of the location where they may submit their views and proposals should they be unable to attend the public hearing.
4. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, an interpreter should be present to accommodate the needs of the non-English speaking residents.

The City must comply with the following citizen participation requirements in the event that the City receives funds from the TxCDBG program:

1. The City shall also hold a public hearing concerning any substantial change, as determined by TxCDBG, proposed to be made in the use of TxCDBG funds from one eligible activity to another again using the preceding notice requirements.
2. Upon completion of the TxCDBG project, the City shall hold a public hearing and review its program performance including the actual use of the TxCDBG funds.
3. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, for either a public hearing concerning substantial change to the TxCDBG project or for the closeout of the TxCDBG project, publish notice in both English and Spanish, or other appropriate language and provide an interpreter at the hearing to accommodate the needs of the non-English speaking residents.
4. The City shall retain documentation of the TxCDBG project, including hearing notice(s), a listing of persons attending the hearing(s), minutes of the hearing(s), and any other records concerning the actual use of funds for a period of three (3) years from closeout of the grant to the state. Such records shall be made available to the public in accordance with Chapter 552, Texas Government Code.

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Brad Pingel, Mayor

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Date



LA CIUDAD CONDADO DE PAMPA  
PLAN DE PARTICIPACIÓN CIUDADANA  
PROGRAMA DE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

*Nota a los receptores de subvención en relación a requisitos de Dominio Limitado del Inglés:*

De acuerdo con la ley federal hay un número significativo de población que son residentes y que no hablan inglés y son afectados por el proyecto TxCDBG, estos ciudadanos deben tener "acceso significativo" a todos los aspectos del proyecto TxCDBG. Para proporcionar "acceso significativo", receptores de la subvención pueden ser utilizados para proporcionar servicios de interpretación en las audiencias públicas o proporcionar materiales no escritos en inglés que se proporcionan de manera rutinaria en Inglés. Para obtener más información, consulte LEP.gov.

### PROCEDIMIENTOS DE QUEJA

Estos procedimientos de queja cumplen con los requisitos del Departamento de Programa de Agricultura de Texas Community Development Block Grant (TxCDBG) y los requisitos del gobierno local de Texas se encuentran en 24 CFR §570.486 (Código de Regulaciones Federales). Los ciudadanos pueden obtener una copia de estos procedimientos en la Ciudad de Pampa, 200 W Foster Ave., Pampa, TX 79066, (806) 669-5750 en horario de oficina.

A continuación se presentan los procedimientos formales de quejas y quejas relativas a los servicios prestados en el marco del proyecto TxCDBG.

1. Una persona que tiene una queja o reclamación sobre cualquiera de los servicios o actividades en relación con el proyecto TxCDBG, o si se trata de una propuesta, en curso o determinado proyecto TxCDBG, pueden durante las horas regulares presentar dicha queja o reclamo, por escrito a la Ciudad de Pampa, a P.O. Box 2499, Pampa, TX 79066, o puede llamar a (806) 669-5750.
2. Una copia de la queja o reclamación se transmitirá por la Ciudad de Pampa a la entidad que es encargada de la queja o reclamación y al Abogado de la Ciudad dentro de los cinco (5) días hábiles siguientes a la fecha de la queja o día que la reclamación fue recibida.
3. La Ciudad de Pampa deberá cumplir una investigación de la queja o reclamación, si es posible, y dar una respuesta oportuna por escrito a la persona que hizo la denuncia o queja dentro de los diez (10) días.
4. Si la investigación no puede ser completada dentro de los diez (10) días hábiles anteriormente, la persona que hizo la queja o denuncia será notificada, por escrito, dentro de los quince (15) días cuando sea posible después de la entrega de la queja original o quejas y detallará cuando se deba completar la investigación.
5. Si es necesario, la queja y una copia escrita de la investigación posterior se remitirán a la TxCDBG para su posterior revisión y comentarios.

6. Se proporcionara copias de los procedimientos de queja y las respuestas a las quejas, tanto en Inglés y Español, u otro lenguaje apropiado.

## ASISTENCIA TÉCNICA

Cuando lo solicite, la Ciudad proporcionará asistencia técnica a los grupos que son representantes de las personas de bajos y moderados ingresos en el desarrollo de propuestas para el uso de los fondos TxCDBG. La Ciudad, en base a las necesidades específicas de los residentes de la comunidad en el momento de la solicitud, deberá determinar el nivel y tipo de asistencia.

## DISPOSICIONES AUDIENCIA PÚBLICA

Para cada audiencia pública programada y llevada a cabo por la Ciudad, se observarán las disposiciones siguientes de audiencias públicas:

1. Aviso público de todas las audiencias deberá publicarse al menos setenta y dos (72) horas antes de la audiencia programada. El aviso público deberá publicarse en un periódico local. Cada aviso público debe incluir la fecha, hora, lugar y temas a considerar en la audiencia pública. Un artículo periodístico publicado también puede utilizarse para cumplir con este requisito, siempre y cuando cumpla con todos los requisitos de contenido y temporización. Los avisos también deben ser un lugar prominente en los edificios públicos y se distribuyen a las autoridades locales de vivienda pública y otros grupos interesados de la comunidad.
2. Cuando se tenga un número significativo de residentes que no hablan inglés seran una parte de la zona de servicio potencial del proyecto TxCDBG, documentos vitales como las comunicaciones deben ser publicados en el idioma predominante de estos ciudadanos que no hablan ingles.
3. Cada audiencia pública se llevará a cabo en un momento y lugar conveniente para los beneficiarios potenciales o reales e incluirá alojamiento para personas con discapacidad. Las personas con discapacidad deben poder asistir a las audiencias y la Ciudad/Condado debe hacer los arreglos para las personas que requieren ayudas o servicios auxiliares en caso de necesitarlo por lo menos dos días antes de la audencia será publica.
4. Una audiencia pública celebrada antes de la presentación de una solicitud TxCDBG debe hacerse después de las 5:00 pm en un día de semana o en un momento conveniente en sábado o domingo.
5. Cuando un número significativo de residentes que no hablan inglés se registra para participar en una audiencia pública, un intérprete debe estar presente para dar cabida a las necesidades de los residentes que no hablan inglés.

La Ciudad/Condado deberá cumplir con los siguientes requisitos de participación ciudadana para la elaboración y presentación de una solicitud para un proyecto TxCDBG:

1. Como mínimo, la Ciudad deberá tener por lo menos un (1) audiencia pública antes de presentar la solicitud al Departamento de Agricultura de Texas.

2. La Ciudad conservará la documentación de la convocatoria(s) audiencia, un listado de las personas que asistieron a la audiencia(s), acta de la vista(s), y cualquier otra documentación relativa a la propuesta de utilizar los fondos para tres (3) años a partir de la liquidación de la subvención para el Estado . Dichos registros se pondrán a disposición del público, de conformidad con el Capítulo 552, Código de Gobierno de Texas.
3. La audiencia pública deberá incluir una discusión con los ciudadanos como se indica en el manual correspondiente de aplicación TxCDBG, pero no se limita a, el desarrollo de las necesidades de vivienda y desarrollo comunitario, la cantidad de fondos disponibles, todas las actividades elegibles bajo el programa TxCDBG y el uso de fondos últimos contratos TxCDBG, en su caso. Los ciudadanos, con especial énfasis en las personas de bajos y moderados ingresos que son residentes de las zonas de tugurios y tizón, se fomentará a presentar sus opiniones y propuestas sobre el desarrollo de la comunidad y las necesidades de vivienda. Los ciudadanos deben ser conscientes de la ubicación en la que podrán presentar sus puntos de vista y propuestas en caso de que no pueda asistir a la audiencia pública.
4. Cuando un número significativo de residentes que no hablan inglés se registra para participar en una audiencia pública, un intérprete debe estar presente para dar cabida a las necesidades de los residentes que no hablan inglés.

La Ciudad debe cumplir con los siguientes requisitos de participación ciudadana en el caso de que la Ciudad recibe fondos del programa TxCDBG:

1. La Ciudad celebrará una audiencia pública sobre cualquier cambio sustancial, según lo determinado por TxCDBG, se propuso que se hará con el uso de fondos TxCDBG de una actividad elegible a otro utilizando de nuevo los requisitos de notificación
2. Una vez finalizado el proyecto TxCDBG, la Ciudad celebrará una audiencia pública y revisara el desempeño del programa incluyendo el uso real de los fondos TxCDBG.
3. Cuando un número significativo de residentes que no hablan inglés se puede registra para participar en una audiencia pública, ya sea para una audiencia pública sobre el cambio sustancial del proyecto TxCDBG o para la liquidación del proyecto TxCDBG, publicará un aviso en Inglés y Español u otro idioma apropiado y se proporcionara un intérprete en la audiencia para dar cabida a las necesidades de los residentes.
4. La Ciudad conservará la documentación del proyecto TxCDBG, incluyendo aviso de audiencia(s), un listado de las personas que asistieron a la audiencia(s), acta de la vista(s), y cualquier otro registro concerniente al uso real de los fondos por un período de a tres (3) años a partir de la liquidación del proyecto al estado.

Dichos registros se pondrán a disposición del público, de conformidad con el Capítulo 552, Código de Gobierno de

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Brad Pingel, Alcalde de la ciudad

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Fecha

09/01/2020

**City of Pampa - Section 3 Policy**

In accordance with 12 U.S.C. 1701u the City of Pampa agrees to implement the following steps, which, to *the greatest extent feasible*, will provide job training, employment and contracting opportunities for Section 3 residents and Section 3 businesses of the areas in which the program/project is being carried out.

- A. Introduce and pass a resolution adopting this plan as a policy to strive to attain goals for compliance to Section 3 regulations by increasing opportunities for employment and contracting for Section 3 residents and businesses.
- B. Assign duties related to implementation of this plan to the designated Civil Rights Officer.
- C. Notify Section 3 residents and business concerns of potential new employment and contracting opportunities as they are triggered by TxCDBG grant awards through the use of: Public Hearings and related advertisements; public notices; bidding advertisements and bid documents; notification to local business organizations such as the Chamber(s) of Commerce or the Urban League; local advertising media including public signage; project area committees and citizen advisory boards; local HUD offices; regional planning agencies; and all other appropriate referral sources. Include Section 3 clauses in all covered solicitations and contracts.
- D. Maintain a list of those businesses that have identified themselves as Section 3 businesses for utilization in TxCDBG funded procurements, notify those businesses of pending contractual opportunities, and make this list available for general Grant Recipient procurement needs.
- E. Maintain a list of those persons who have identified themselves as Section 3 residents and contact those persons when hiring/training opportunities are available through either the Grant Recipient or contractors.
- F. Require that all Prime contractors and subcontractors with contracts over \$100,000 commit to this plan as part of their contract work. Monitor the contractors' performance with respect to meeting Section 3 requirements and require that they submit reports as may be required by HUD or TDA to the Grant Recipient.
- G. Submit reports as required by HUD or TDA regarding contracting with Section 3 businesses and/or employment as they occur; and submit reports within 20 days of the federal fiscal year end (by October 20) which identify and quantify Section 3 businesses and employees.
- H. Maintain records, including copies of correspondence, memoranda, etc., which document all actions taken to comply with Section 3 regulations.

As officers and representatives of City of Pampa, we the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.

**Mayor**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## **City of Pampa - Excessive Force Policy**

In accordance with 24 CFR 91.325(b)(6), the City of Pampa hereby adopts and will enforce the following policy with respect to the use of excessive force:

1. It is the policy of the City of Pampa to prohibit the use of excessive force by the law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations;
2. It is also the policy of the City of Pampa to enforce applicable State and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction.
3. The City of Pampa will introduce and pass a resolution adopting this policy.

As officers and representatives of the City of Pampa, we the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.

\_\_\_\_\_  
Signature

Mayor  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## **City of Pampa - Section 504 Policy Against Discrimination based on Handicap and Grievance Procedures**

In accordance with 24 CFR Section 8, Nondiscrimination based on Handicap in federally assisted programs and activities of the Department of Housing and Urban Development, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Section 109 of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309), the City of Pampa hereby adopts the following policy and grievance procedures:

1. Discrimination prohibited. No otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Housing and Urban Development (HUD).
2. The City of Pampa does not discriminate on the basis of handicap in admission or access to, or treatment or employment in, its federally assisted programs and activities.
3. The City of Pampa's recruitment materials or publications shall include a statement of this policy in 1. above.
4. The City of Pampa shall take continuing steps to notify participants, beneficiaries, applicants and employees, including those with impaired vision or hearing, and unions or professional organizations holding collective bargaining or professional agreements with the recipients that it does not discriminate on the basis of handicap in violation of 24 CFR Part 8.
5. For hearing and visually impaired individuals eligible to be served or likely to be affected by the TxCDBG program, the City of Pampa shall ensure that they are provided with the information necessary to understand and participate in the TxCDBG program.
6. Grievances and Complaints
  - a. Any person who believes she or he has been subjected to discrimination on the basis of disability may file a grievance under this procedure. It is against the law for the City of Pampa to retaliate against anyone who files a grievance or cooperates in the investigation of a grievance.
  - b. Complaints should be addressed to: **Karen Price, City Secretary, (806) 669-5750, P.O. Box 2499, Pampa, Texas 79066**, who has been designated to coordinate Section 504 compliance efforts.
  - c. A complaint should be filed in writing or verbally, contain the name and address of the person filing it, and briefly describe the alleged violation of the regulations.

- d. A complaint should be filed within thirty (30) working days after the complainant becomes aware of the alleged violation.
- e. An investigation, as may be appropriate, shall follow a filing of a complaint. The investigation will be conducted by the City Secretary. Informal but thorough investigations will afford all interested persons and their representatives, if any, an opportunity to submit evidence relevant to a complaint.
- f. A written determination as to the validity of the complaint and description of resolution, if any, shall be issued by the City Secretary and a copy forwarded to the complainant with fifteen (15) working days after the filing of the complaint where practicable.
- g. The Section 504 coordinator shall maintain the files and records of the City of Pampa relating to the complaints files.
- h. The complainant can request a reconsideration of the case in instances where he or she is dissatisfied with the determination/resolution as described in f. above. The request for reconsideration should be made to the City of Pampa within ten working days after the receipt of the written determination/resolution.
- i. The right of a person to a prompt and equitable resolution of the complaint filed hereunder shall not be impaired by the person's pursuit of other remedies such as the filing of a Section 504 complaint with the U.S. Department of Housing and Urban Development. Utilization of this grievance procedure is not a prerequisite to the pursuit of other remedies.
- j. These procedures shall be construed to protect the substantive rights of interested persons, to meet appropriate due process standards and assure that the City of Pampa complies with Section 504 and HUD regulations.

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Signature/Title

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Date

# **CODE OF CONDUCT POLICY**

These procedures are intended to serve as guidelines for the procurement of supplies, equipment, construction services and professional services for the Texas Community Development Block Grant (TxCDBG) Program. The regulations related to conflict of interest and nepotism may be found at the Texas Government Code Chapter 573, Texas Local Government Code Chapter 171, Uniform Grant Management Standards by Texas Comptroller, 24 CFR 570.489(g) & (h), and 2 CFR 200.318.

## **CODE OF CONDUCT**

As a Grant Recipient of a TxCDBG contract the City of Pampa shall avoid, neutralize or mitigate actual or potential conflicts of interest so as to prevent an unfair competitive advantage or the existence of conflicting roles that might impair the performance of the TxCDBG contract or impact the integrity of the procurement process.

For procurement of goods and services, no employee, officer, or agent of the City of Pampa shall participate in the selection, award, or administration of a contract supported by TxCDBG funds if he or she has a real or apparent conflict of interest. Such a conflict could arise if the employee, officer or agent; any member of his/her immediate family; his/her partner; or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

No officer, employee, or agent of the City of Pampa shall solicit or accept gratuities, favors or anything of monetary value from contractors or firms, potential contractors or firms, or parties to sub-agreements, except where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value.

Contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements.

For all other cases, no employee, agent, consultant, officer, or elected or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or subrecipients which are receiving TxCDBG funds, that has any CDBG function/responsibility, or is in a position to participate in a decision-making process or gain inside information, may obtain a financial interest or benefit from the TxCDBG activity.

The conflict of interest restrictions and procurement requirements identified herein shall apply to a benefitting business, utility provider, or other third party entity that is receiving assistance, directly or indirectly, under a TxCDBG contract or award, or that is required to complete some or all work under the TxCDBG contract in order to meet the National Program Objective.

Any person or entity including any benefitting business, utility provider, or other third party entity that is receiving assistance, directly or indirectly, under a TxCDBG contract or award, or that is required to complete some or all work under the TxCDBG contract in order to meet a National Program Objective, that might potentially receive benefits from TxCDBG awards may not participate in the selection, award, or administration of a contract supported by CDBG funding.



Any alleged violations of these standards of conduct shall be referred to the City of Pampa Attorney. Where violations appear to have occurred, the offending employee, officer or agent shall be subject to disciplinary action, including but not limited to dismissal or transfer; where violations or infractions appear to be substantial in nature, the matter may be referred to the appropriate officials for criminal investigation and possible prosecution.

**Passed and approved this 8<sup>th</sup> day of February, 2021.**

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Brad Pingel, Mayor  
City of Pampa

## Limited English Proficiency Plan

|  |               |
|--|---------------|
| Name Grantee:  | City of Pampa |
| Community Population:  | 17,538        |
| LEP population:  | 1,375         |
| Languages spoken:<br>1) by more than 5% of the eligible population or beneficiaries and has more than 50 in number; or<br>2) By more than 5% of the eligible population or beneficiaries but has less than 50 or less in number; or<br>3) By more than 1,000 individuals in the eligible population in the market area or among current beneficiaries. |               |

| <b>Program activities to be accessible to LEP persons:</b> |   |
|--|---|
| <input checked="" type="checkbox"/>                        | Public Notices and hearings regarding applications for grant funding, amendments to project activities, and completion of grant-funded project  |
| <input checked="" type="checkbox"/>                        | Publications regarding TxCDBG application, grievance procedures, <i>complaint procedures, complaint procedures, answers to complaints, notices, notices of rights and disciplinary action</i> , and other vital hearings, documents, and program requirements |
| <input type="checkbox"/>                                   | Other program documents:<br>_____   |

| <b>Resources available to Grant Recipient:</b> |   |
|--|---|
| <input checked="" type="checkbox"/>            | Translation services: Translation services are available through the City of Pampa by calling City Hall at (806) 669-5750 |
| <input checked="" type="checkbox"/>            | Interpreter services: Translation services are available through the City of Pampa by calling City Hall at (806) 669-5750 |
| <input type="checkbox"/>                       | Other resources: _____  |

| <b>Language Assistance to be provided:</b> |  |
|--|--|
| <input checked="" type="checkbox"/>        | Translation (oral and/or written) of advertised notices and vital documents for: <u>Environmental Review Notices, Notice of Policy of Nondiscrimination on the Basis of Disability, and Notice of Citizen Participation &amp; Grievance Procedures</u> |
| <input type="checkbox"/>                   | Referrals to community liaisons proficient in the language of LEP persons<br>_____   |
| <input type="checkbox"/>                   | Public meetings conducted in multiple languages:<br>_____  |
| <input type="checkbox"/>                   | Notices to recipients of the availability of LEP services:<br>_____  |
| <input type="checkbox"/>                   | Other services:<br>_____   |

\_\_\_\_\_  
Signature - Chief Elected Official or Civil Rights Officer
Date: \_\_\_\_\_

## **City of Pampa - Fair Housing Policy**

In accordance with Fair Housing Act, the City of Pampa hereby adopts the following policy with respect to the Affirmatively Furthering Fair Housing:

1. The City of Pampa agrees to affirmatively further fair housing choice for all seven protected classes (race, color, religion, sex, disability, familial status, and national origin).
2. The City of Pampa agrees to plan at least one activity during the contract term to affirmatively further fair housing.
3. The City of Pampa will introduce and pass a resolution adopting this policy.

As officers and representatives of the City of Pampa, we the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.

**Mayor**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**CITY OF PAMPA  
AGENDA INFORMATION SHEET**

**AGENDA ITEM: 9**

**ITEM/PROJECT:** PROCLAMATION DESIGNATING MARCH 2021 AS FAIR HOUSING MONTH

**MEETING DATE:** February 8, 2021

**DESCRIPTION** Consider and act on adopting a Proclamation designating March 2021 as Fair Housing Month in the City of Pampa.

**STAFF CONTACT:** Shane Stokes, City Manager  
Gary Turley, Director Public Works  
Paige Witthar, PRPC Program Specialist

**FINANCIAL IMPACT:** N/A

**SOURCE OF FUNDS:** N/A

**START/COMPLETION SCHEDULE:** Proclamation effective after Commission adopts.

**RECOMMENDED ACTION:** Staff recommends Commission adopts a Proclamation designating March 2021 as Fair Housing Month.

**BACKGROUND/ ADDITIONAL INFORMATION:** Copy of Proclamation attached.

**Proclamation of March as Fair Housing Month**

WHEREAS Title VIII of the Civil Rights Act of 1968, as amended, prohibits discrimination in housing and declares it a national policy to provide, within constitutional limits, for fair housing in the United States; and

WHEREAS The principle of Fair Housing is not only national law and national policy, but a fundamental human concept and entitlement for all Americans; and

WHEREAS The National Fair Housing Law, during the month of April, provides an opportunity for all Americans to recognize that complete success in the goal of equal housing opportunity can only be accomplished with the help and cooperation of all Americans.

NOW, THEREFORE, WE, the City Commission of the City of Pampa, do proclaim March as Fair Housing Month in the City of Pampa and do hereby urge all the citizens of this locality to become aware of and support the Fair Housing law.

IN WITNESS WHEREOF we have affixed our signatures and seal on this the 8<sup>th</sup> day of February 2021.

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Brad Pingel, Mayor

Attest:

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Karen Price, City Secretary



## **CITY OF PAMPA AGENDA INFORMATION SHEET**

### **AGENDA ITEM: 10**

|  |   |
|--|---|
| <b>ITEM/PROJECT:</b>                           | <b>ANIMAL SERVICE AGREEMENT WITH CLARENDON,<br/>GROOM, LEFORS, MCLEAN, MIAMI AND SKELLYTOWN</b>   |
| <b>MEETING DATE:</b>                           | <b>February 8, 2021</b>   |
| <b>DESCRIPTION</b>                             | <b>Consider and act on approving a two (2) year Animal Service Agreement with the following cities: Clarendon, Groom, Lefors, McLean, Miami and Skellytown.</b> |
| <b>STAFF CONTACT:</b>                          | <b>Monty Montgomery, Animal Services Supervisor</b>   |
| <b>FINANCIAL IMPACT:</b>                       | <b>Information is listed in Agreement.</b>  |
| <b>SOURCE OF FUNDS:</b>                        | <b>Paid by participating Cities.</b>  |
| <b>START/COMPLETION SCHEDULE:</b>              | <b>Agreement effective after executed by both parties.</b>  |
| <b>RECOMMENDED ACTION:</b>                     | <b>Staff recommends Commission approve the two-year Agreement as presented.</b>   |
| <b>BACKGROUND/<br/>ADDITIONAL INFORMATION:</b> | <b>Copy of Agreement attached.</b>  |

## AGREEMENT

THIS AGREEMENT made and entered into by and between the CITY OF CLARENDON, TEXAS, a general law municipality of the State of Texas, acting by and through its Mayor hereunto duly authorized (“Clarendon”) and the CITY OF PAMPA, TEXAS, a home rule municipality of the State of Texas, acting by and through its Mayor hereunto duly authorized (“Pampa”).

WHEREAS, Clarendon has enacted ordinances, governing and regulating animal control within its corporate limits and which provide for adequate notice and due process of law concerning the keeping of such animals in an animal control shelter and disposing of said animals in keeping with applicable laws and regulations; and

WHEREAS, Clarendon does not have an adequate animal control facility to provide for the disposition of said animals nor is it authorized to handle animals required to be quarantined for rabies testing; and

WHEREAS, Pampa has such facilities and has agreed to provide such services:

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter made, the parties agree as follows:

1. Clarendon will deliver to the animal shelter of Pampa all animals (a) unclaimed after the legally required waiting period, animals which are to be disposed of by Pampa; or (b) any animal which is to be placed in rabies quarantine and/or tested.

2. Clarendon represents and warrants that the current ordinances of said Clarendon provide for a holding period of three (3) full days for any impounded animal and for a period of ten (10) days for any animal which has bitten a person and is under quarantine for purposes of observation for rabies. Clarendon further represents and warrants that said ordinances provide for proper and adequate notice to the known owners of animals to provide an opportunity to reclaim an impounded animal. No animal under rabies quarantine shall be released until the completion of the required quarantine period and the determination that the animal shows no sign of rabies.

3. Clarendon agrees to pay to Pampa, at Pampa, Texas, compensation for Pampa's services to be rendered hereunder on the following schedule:

- a. \$15.00 per animal which is to be euthanized and disposed of.
- b. For rabies quarantine -- \$10.00 per day boarding fee.
- c. For rabies test -- \$150.00 per animal handling fee which includes head removal, packing and shipping head to Austin, Texas. Should actual shipping costs incurred by Pampa exceed \$35.00, the amount in excess of \$35.00 may also be charged.

All such fees are payable upon delivery of the animal.

4. This contract shall be for a term of two (2) years, beginning on the date of execution of this agreement by both parties; provided, however, that either party may terminate this agreement upon thirty (30) days' written notice to the other party. Notwithstanding anything herein to the contrary, it is agreed that Pampa may review the above rates any time during the second year of the term of this agreement and may unilaterally increase the rates up to 125% of the above rates, subject to the right of either party provided above to terminate this agreement.

5. Pampa shall not be liable for any loss, damage, or injury of any kind or character, direct or indirect, to any person or property arising out of its performance under this agreement; and Clarendon waives all claims and demands on its behalf against said Pampa, and its agents and employees, for any such loss, damage or injury.

To the extent permitted by law, Clarendon further agrees that it shall indemnify and hold Pampa harmless against any loss or damage to persons or property, including, but not limited to, attorney's fees, as a result of Pampa's performance under this contract and caused by the negligence or carelessness on Pampa, and its agents and employees.

6. Any written notice required hereunder shall be given by certified mail, return receipt requested or by personal delivery as follows:

City of Clarendon  
Attn: Machiel Covey  
P. O. Box 1089  
Clarendon, TX 79226

City of Pampa  
Attn: Animal Control Supervisor  
P. O. Box 2499  
Pampa, TX 79066-2499



and shall be deemed given when posted, with postage prepaid, or upon date of personal delivery.

7. Time is of the essence of this agreement.
8. This agreement may not be assigned by either party.
9. This agreement is in lieu and substitution of all previous agreements by and between

Clarendon and Pampa.

EXECUTED in duplicate originals this the 8<sup>th</sup> day of February 2021.

ATTEST:

CITY OF CLARENDON, TEXAS

\_\_\_\_\_

City Secretary

\_\_\_\_\_

Mayor

ATTEST:

CITY OF PAMPA, TEXAS

\_\_\_\_\_

Karen L. Price, City Secretary

\_\_\_\_\_

Brad Pingel, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_

Bryan J. Guymon, City Attorney



## **CITY OF PAMPA AGENDA INFORMATION SHEET**

### **AGENDA ITEM: 11**

|  |   |
|--|---|
| <b>ITEM/PROJECT:</b>                       | <b>MAY 1, 2021 ELECTION ORDER</b>   |
| <b>MEETING DATE:</b>                       | <b>February 8, 2021</b>   |
| <b>DESCRIPTION</b>                         | <b>Consider and act on adopting an Election Order calling the City of Pampa's May 1, 2021 Election. This Election will be a General Election for the offices of Mayor, Commissioner Ward 1, and Commissioner Ward 3; and a Special Election for the offices of Commissioner Ward 2 and Commissioner Ward 4.</b> |
| <b>STAFF CONTACT:</b>                      | <b>Karen Price, City Secretary<br/>Bryan Guymon, City Attorney</b>  |
| <b>FINANCIAL IMPACT:</b>                   | <b>Estimated Cost: \$1,750<br/>This is a Joint Election with Pampa ISD, we will divide the cost of the Election equally. At a later meeting the Commission will consider entering into a Joint Election Agreement with the Pampa ISD which will authorize sharing cost, equipment, locations, and workers.</b>  |
| <b>SOURCE OF FUNDS:</b>                    | <b>2020-2021 Operating Budget</b>   |
| <b>START/COMPLETION SCHEDULE:</b>          | <b>Election Order will be effective after Commission adopts.</b>  |
| <b>RECOMMENDED ACTION:</b>                 | <b>Staff recommends Commission adopt the Election Order for the May 1, 2021 General and Special Elections.</b>  |
| <b>BACKGROUND/ ADDITIONAL INFORMATION:</b> | <b>Copy of Election Order (English &amp; Spanish versions) attached.</b>  |

## ORDER OF ELECTION

A General Election is hereby ordered to be held on May 1, 2021 for the purpose of electing a:

Mayor

City Commissioner for Ward 1

City Commissioner for Ward 3

A Special Election is hereby ordered to be held on May 1, 2021 for the purpose of electing a:

City Commissioner for Ward 2

City Commissioner for Ward 4

Early voting by personal appearance will be conducted each weekday at the Pampa Independence School District Administration Building, 1233 N. Hobart Street, Pampa, Texas 79065.

Between the hours of 8:00 a.m. and 5:00 p.m., beginning on Monday, April 19, 2021 and ending on Tuesday, April 27, 2021.

Early voting by personal appearance between the hours of 7:00 a.m. and 7:00 p.m. will be conducted on Monday, April 26, 2021 and Tuesday, April 27, 2021.

Applications for ballot by mail shall be mailed to:

Randa Hiatt,  
Gray County Elections Administrator  
P.O. Box 2493  
Pampa, TX 79066-2493

Applications for ballot by mail must be received no later than the close of business on April 20, 2021.

Issued this the 8<sup>th</sup> day of February 2021

\_\_\_\_\_  
Mayor Brad Pingel

\_\_\_\_\_  
Commissioner Gary Winton

\_\_\_\_\_  
Commissioner Jimmy Keough

\_\_\_\_\_  
Commissioner Karen McLain

## ORDEN DE ELECCION

Por la presente se ordena que se celebren elecciones generales el 1 de mayo de 2021 con el propósito de elegir a:

El Alcalde

Comisionado de la Ciudad para la Sala 1

Comisionado de la Ciudad para la Sala 3

Por la presente se ordena que se celebre una Elección Especial el 1 de mayo de 2021 con el propósito de elegir a:

Comisionado de la ciudad para la sala 2

Comisionado de la ciudad para la sala 4

La votación anticipada en persona se llevará a cabo todos los días de la semana en el Edificio Administrativo del Distrito Escolar Independiente de Pampa, 1233 N. Hobart Street, Pampa, Texas 79065.

Entre las 8:00 a.m. y las 5:00 p.m., comenzando el lunes 19 de abril de 2021 y finalizando el martes 27 de abril de 2021.

Votación anticipada en persona entre las 7:00 a.m. y las 7:00 p.m. se llevará a cabo el lunes 26 de abril de 2021 y el martes 27 de abril de 2021.

Las solicitudes de boleta electoral por correo se enviarán por correo a:

Randa Hiett,  
Administrador de elecciones del condado de Gray  
P.O. Box 2493  
Pampa, TX 79066-2493

Las solicitudes de boleta electoral por correo deben recibirse a más tardar al cierre de operaciones el 20 de abril de 2021.

Publicado el 8 de febrero de 2021.

Alcalde Brad Pingel

Comisionado Gary Winton

Comisionado Jimmy Keough

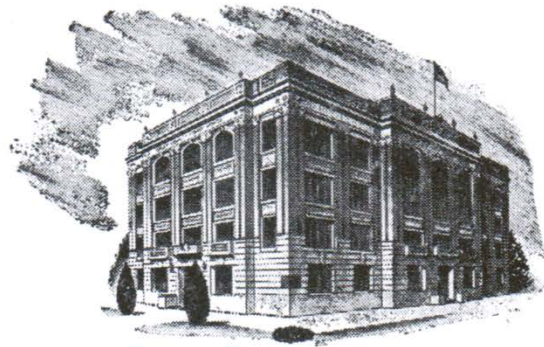
Comisionado Karen McLain



## **CITY OF PAMPA AGENDA INFORMATION SHEET**

### **AGENDA ITEM: 12**

|  |  |
|--|--|
| <b>ITEM/PROJECT:</b>                               | <b>DELINQUENT TAX PROPERTY</b>   |
| <b>MEETING DATE:</b>                               | <b>February 8, 2021</b>  |
| <b>DESCRIPTION</b>                                 | <b>Consider and act on accepting a bid from Stephen Thomas Rodda in the amount of \$300.00 for delinquent tax property located at Lot 11, Block A, Talley Reserve Addition, commonly known as 512 Naida.</b> |
| <b>STAFF CONTACT:</b>                              | <b>Bob Griffin, Building Official<br/>Gary Turley, Director Public Works</b>   |
| <b>FINANCIAL IMPACT:</b>                           | <b>N/A</b>   |
| <b>SOURCE OF FUNDS:</b>                            | <b>N/A</b>   |
| <b>START/COMPLETION SCHEDULE:</b>                  | <b>Bid must be accepted by the City, Gray County and Pampa ISD before the deed is issued to the bidder.</b>  |
| <b>RECOMMENDED ACTION:</b>                         | <b>Staff recommends Commission accept the delinquent tax property bid in the amount of \$300 from Stephen Thomas Rodda as presented.</b>   |
| <b>BACKGROUND/<br/>ADDITIONAL<br/>INFORMATION:</b> | <b>Copy of Gray County Tax Property Bid sheet attached.</b>  |



**GAYE WHITEHEAD,**  
TAX ASSESSOR-COLLECTOR  
P. O. BOX 382  
PAMPA, TEXAS 79066-0382  
PHONE (806) 669-8018  
669-8019  
669-8020  
FAX (806) 669-8051

PAMPA, TEXAS 79066-0382

February 3, 2021

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: 512 Naida  
Legal Description: Lot 11 Blk A Talley Reserve  
Taxes Due: 611  
Appraisal Value: 2,000  
Name of Bidder: Stephen Thomas Rodda  
**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@graycch.com](mailto:garnet.faires@graycch.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



**CITY OF PAMPA  
AGENDA INFORMATION SHEET**

**AGENDA ITEM: 13**

|  |   |
|--|---|
| <b>ITEM/PROJECT:</b>                       | <b>ORDINANCE NO. 1742 – CREATING A SCHOOL ZONE FOR LAMAR ELEMENTARY AT FARM TO MARKET ROAD 750</b>  |
| <b>MEETING DATE:</b>                       | <b>February 8, 2021</b>   |
| <b>DESCRIPTION</b>                         | <b>Consider and act on approving on first reading Ordinance No. 1742, an Ordinance by the City Commission authorizing and providing for a school zone for Lamar Elementary School on Farm to Market Road 750.</b> |
| <b>STAFF CONTACT:</b>                      | <b>Gary Turley, Director Public Works<br/>Shane Stokes, City Manager</b>  |
| <b>FINANCIAL IMPACT:</b>                   | <b>N/A</b>  |
| <b>SOURCE OF FUNDS:</b>                    | <b>N/A</b>  |
| <b>START/COMPLETION SCHEDULE:</b>          | <b>Ordinance 1742 will be effective upon its adoption and shall be enforceable ten (10) days after its publication as provided by law and the erection of school zone signs.</b>                                  |
| <b>RECOMMENDED ACTION:</b>                 | <b>Staff recommend Commission approve Ordinance No. 1742 on first reading authorizing a school zone for Lamar Elementary School on Farm to Market Road 750.</b>   |
| <b>BACKGROUND/ ADDITIONAL INFORMATION:</b> | <b>Copy of Ordinance No. 1742 and Speed Study Report attached.</b>  |

**ORDINANCE NO. 1742**

**AN ORDINANCE OF THE CITY OF PAMPA, TEXAS, PROVIDING THAT THE CODE OF ORDINANCES BE AMENDED BY REVISING SECTION 12.05.002 PROVIDING FOR A SCHOOL ZONE ON FARM TO MARKET ROAD 750; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, there is a need for designation of a school zone on Farm to Market Road 750 for Lamar Elementary School as requested by the Texas Department of Transportation.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF PAMPA, TEXAS:**

**Section 1.**

That Section 12.05.002 of the Code of Ordinances of the City of Pampa be amended by adding section (d) thereto, as follows:

(d) When official signs are erected indicating a school zone, the maximum speed applicable within the following zone shall not exceed thirty (30) miles per hour during school days when posted, said designated school zone being:

Lamar School: Beginning on FM 750, also known as McCullough St, from the east right-of-way line of Sumner Street to the west right-of-way line of Dwight Street.

**Section 2.**

This ordinance shall be effective upon its final passage and enforceable ten (10) days after its publication.

PASSED AND APPROVED on its first reading this 8<sup>th</sup> day of February 2021.

PASSED AND ADOPTED on its second and final reading this \_\_\_\_ day of February 2021.

CITY OF PAMPA, TEXAS

By: \_\_\_\_\_  
Brad Pingel, Mayor

ATTEST:

\_\_\_\_\_  
Karen L. Price, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Bryan J. Guymon, City Attorney





October 7, 2020

TO: Mr. David Miller  
Transportation Specialist  
TxDOT Amarillo District  
5715 Canyon Dr.  
Amarillo, TX 79110

RE: Speed Study – FM 750 Pampa, Texas  
WPM PROJECT: T03-18010-04

Dear Mr. Miller:

This letter report presents the results of a speed study performed along FM 750 in Pampa, Texas, between the intersection at S. Price Rd./County Road 6 and the intersection at State Highway 70.

### Introduction

The study area is located along FM 750 in Pampa, Texas from S. Price Rd./County Road 6 to State Highway 70, a distance of 1.0 mile. In order to conduct this study, the following tasks were completed:

- Spot Speed survey data was collected along the study corridor during off-peak hours on average weekdays.
- Crash data provided by TxDOT was reviewed.
- A speed zone study was conducted along the study corridor in accordance with the procedures and guidelines listed in TxDOT's *Procedures for Establishing Speed Zones*.
- Recommendations on any changes to the existing speed zones along the study corridor were developed, including the addition of a reduced school speed zone in accordance with the guidelines in TxDOT's *Procedures for Establishing Speed Zones* and Section 7 of the *Texas Manual on Uniform Traffic Control Devices (TxMUTCD), 2011 Edition*.

### Existing Conditions

FM 750, from S. Price Rd./County Road 6 to the intersection at State Highway 70, is an east-west highway. FM 750 is an undivided highway with one lane in each direction throughout the entire study limits. The cross-section within the study limits is mostly a rural arterial, traversing agricultural areas in the western half of the study limits and traveling along the edge of a residential area in the eastern half of the study limits. There is a school on the north side of FM 750 between S. Dwight St. and S. Nelson St. Currently, there is no existing school zone along FM 750 adjacent to the school, though there is a 20-mph school zone posted along S. Nelson St. The corridor does not have existing sidewalks and the existing pavement markings include white broken lines and yellow center and broken lines to separate lanes when approaching the State Highway 70 intersection.

- The speed limit along FM 750 is 45 mph through the entire study limits (from S. Price Rd./County Road 6 to State Highway 70)

The speed limits in the westbound direction correspond to the speed limits in the eastbound direction.

**Data Collection**

Spot speed surveys were conducted on August 25, 2020, during off-peak periods for both eastbound and westbound directions, at 8 locations along FM 750 within the study area. The spot speed analysis worksheets and graphs are attached in the appendix. A summary of the spot speed surveys is shown below in **Table 1**. Locations that did not meet the 125-vehicle count were discontinued after 2 hours of data collection. Milepoints are measured from the intersection at S. Price Rd./County Road 6 eastward to the intersection at State Highway 70.

**Table 1: Summary of Spot Speed Survey Data**

| Location # | Milepoint | Speed Limit | Eastbound       |               |                       | Westbound       |               |                       |
|------------|-----------|-------------|-----------------|---------------|-----------------------|-----------------|---------------|-----------------------|
|            |           |             | 85th %ile Speed | Highest Speed | # of Vehicles Counted | 85th %ile Speed | Highest Speed | # of Vehicles Counted |
| 1          | 345.04    | 45          | 38              | 44            | 47                    | 46              | 58            | 48                    |
| 2          | 345.42    | 45          | 46              | 58            | 48                    | 43              | 54            | 51                    |
| 3          | 345.69    | 45          | 39              | 44            | 87                    | 40              | 48            | 43                    |
| 4          | 346.96    | 45          | 32              | 39            | 90                    | 29              | 42            | 66                    |

A review of the crash data provided by TxDOT on August 27, 2020 for the study area was conducted. The FM 750 corridor had a crash rate above the statewide average. The crash rate (crashes per 100M vehicle miles) for the segment from the intersection at S. Price Rd./County Road 6 to the intersection at State Highway 70 from 2015, 2016, 2017 and 2018 were considerably *higher* than the statewide average. Crash rate data for the years 2019 and 2020 were unavailable. For the years 2015, 2016, 2017 and 2018, the segment crash rate was 492, 1362, 292 and 501, respectively, while the statewide average was 123, 124, 124 and 122 for those same years. It should be noted that the *number* of crashes is low, but the *rate* is high due to similarly low traffic volumes.

The crash data summary for the study segment of FM 750 is included in the attached appendix.

**Conclusions and Recommendations**

Per the *Procedures for Establishing Speed Zones* manual, the speed limit zones can be changed up to 12 mph below the 85<sup>th</sup> percentile speed if the crash rates are higher than the statewide average. At this time, the 45-mph speed limit is recommended to remain, however this area should continue to be monitored closely due to its above-average crash rates. The following speed zone changes are recommended:

- Implement a proposed school speed zone between South Dwight St. and South Sumner St. Per the *Procedures for Establishing Speed Zones* manual, “Pedestrian crossing activity should be the primary basis for reduced school speed zones. However, irregular traffic and pedestrian movements must also be considered when children are being dropped off and picked up from school”. In this particular case, there are no recorded pedestrians crossing FM 750 as there are no dedicated crosswalks or crossings in that specific area, however there has been much concern regarding the significant increase of traffic along FM 750 during pick-up and drop-off times at the school, therefore a proposed school speed zone is

recommended. The speed limit along the school speed zone is proposed to be 30 mph. Per the *Procedures for Establishing Speed Zones* manual, the reduced school speed limit should not be more than 15 miles per hour below the normal posted speed limits (45 mph) As per the *TxMUTCD*, Section 7B.15, "The beginning point of a reduced school speed limit zone should be at least 200 feet in advance of the school grounds, a school crossing." This satisfies the school speed zone limits of South Dwight St. and South Sumner St. In addition, sign-placement guidelines should follow the guidelines shown in the *TxMUTCD*, Section 7B.12. This includes the use of the *School Speed Limit Assembly* (Signs S4-3P, R2-1, S4-1P and, optionally, S4-2P, S4-4P, S4-6P), R2-1 sign, S5-2Atp (End School Zone) or any of the other signs listed in Figure 7B-1 in the *TxMUTCD*. More overall guidance is provided in Section 7 of the *TxMUTCD*. The dates and times for this school speed zone are recommended to match the existing zone on S. Nelson St., namely: Monday-Friday, 7:00-8:30 AM and 3:00-4:30 PM.

In case of any questions regarding this study, please contact me at your convenience. Thank you for the opportunity to work with TxDOT Amarillo District on this important project.

Sincerely,

Walter P. Moore and Associates, Inc.

Daniel Carrera, PE  
Associate, Traffic Engineering Services  
Texas P.E. Firm Registration No. 1856

Attachments

Walter P. Moore and Associates, Inc.  
TBPE Firm Registration No. 1856



10/07/2020

## CRASH DATA SUMMARY

DATE PREPARED: 08/27/2020

HIGHWAY: FM 750  
CONTROL: 0169-10  
COUNTY: Gray

LIMITS: FM 282/County Road 6 to State Highway 70

MILEPOINT: 345 - 346

LENGTH: 1.004 Mi.

| Crash by Severity 2015-2020 |                     |  |           |
|-----------------------------|---------------------|--|-----------|
| Year                        | Possible Injury (C) | Non-Injury (N) or Property Damage Only (PDO) | Total     |
| 2015                        | 1                   | 1  | 2         |
| 2016                        |                     | 3  | 3         |
| 2017                        |                     | 1  | 1         |
| 2018                        |                     | 1  | 1         |
| 2019                        |                     | 1  | 1         |
| 2020                        |                     | 2  | 2         |
| <b>Total</b>                | <b>1</b>            | <b>9</b>                                     | <b>10</b> |
| %                           | 10%                 | 90%  | 100%      |

| Crash by Major Type of Collision |          |                   |                              |          |           |
|----------------------------------|----------|-------------------|------------------------------|----------|-----------|
| Year                             | Angle    | One Motor Vehicle | Opposite Direction - Backing | Rear End | Total     |
| 2015                             | 1        | 1                 |                              |          | 2         |
| 2016                             | 1        |                   | 1                            | 1        | 3         |
| 2017                             |          |                   |                              | 1        | 1         |
| 2018                             |          | 1                 |                              |          | 1         |
| 2019                             |          |                   |                              | 1        | 1         |
| 2020                             | 1        |                   | 1                            |          | 2         |
| <b>Total</b>                     | <b>3</b> | <b>2</b>          | <b>2</b>                     | <b>3</b> | <b>10</b> |
| %                                | 30%      | 20%               | 20%                          | 30%      | 100%      |

| Crash Rate Comparison to Statewide Average |                       |             |                    |                                     |                                     |
|--|-----------------------|-------------|--------------------|-------------------------------------|-------------------------------------|
| Year                                       | Segment Total Crashes | Segment ADT | Segment Crash Rate | Statewide Avg. Rural Farm-to-Market | Statewide Avg. Urban Farm-to-Market |
| 2015                                       | 2                     | 1,110       | 491.68             | 123.24                              | 261.5                               |
| 2016                                       | 3                     | 601         | 1362.14            | 124.31                              | 258.59                              |
| 2017                                       | 1                     | 934         | 292.32             | 123.8                               | 253.16                              |
| 2018                                       | 1                     | 545         | 501.16             | 121.81                              | 248.85                              |

Note: 2019/2020 data unavailable

**NOTES:** Information contained in this summary represents reportable data collected from Texas Peace Officer Crash Reports (CR-3). Only reportable motor vehicle traffic crashes were queried for this summary. A reportable motor vehicle traffic crash is defined as: "Any crash involving a motor vehicle in transport that occurs or originates on a traffic way, results in injury to or death of any person, or damage to the property of any one person to the apparent extent of \$1,000."

Source of data is the TxDOT-maintained Crash Records Information System (CRIS) as of 08-27-2020. Crash data from January 2015 to December 2019, representing five full calendar years of crash information. Statewide Avg. Rural Farm-to-Market crash comparison numbers are full year (January to December) statistics.

All crash rate figures given in number of crashes per 100 million vehicle miles.

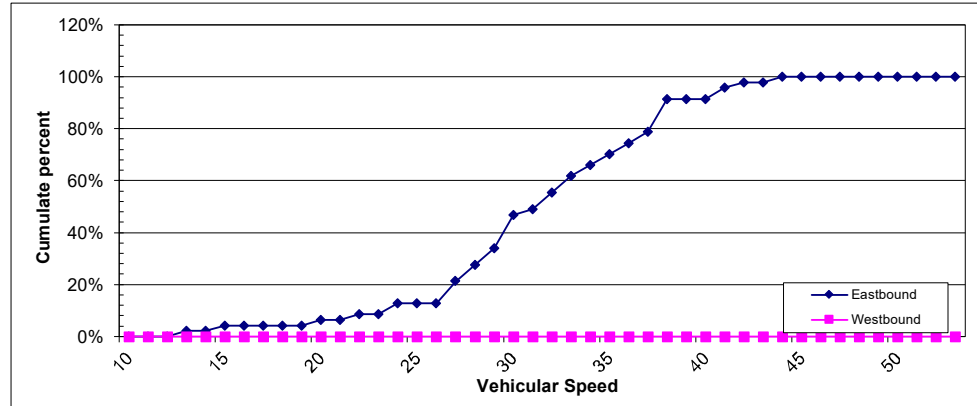
## Spot Speed Study EB - FM 750 Point 1

Eastbound 85% speed is: **38 MPH**  
Westbound 85% speed is: **#DIV/0!**

Date: 8/25/2020  
Posted Speed: 45 mph

Begin Time: 2:05 PM  
End Time: 3:58 PM

| Speed         | Eastbound | Westbound |
|---------------|-----------|-----------|
| 10            | 0         | 0         |
| 11            | 0         | 0         |
| 12            | 0         | 0         |
| 13            | 1         | 0         |
| 14            | 0         | 0         |
| 15            | 1         | 0         |
| 16            | 0         | 0         |
| 17            | 0         | 0         |
| 18            | 0         | 0         |
| 19            | 0         | 0         |
| 20            | 1         | 0         |
| 21            | 0         | 0         |
| 22            | 1         | 0         |
| 23            | 0         | 0         |
| 24            | 2         | 0         |
| 25            | 0         | 0         |
| 26            | 0         | 0         |
| 27            | 4         | 0         |
| 28            | 3         | 0         |
| 29            | 3         | 0         |
| 30            | 6         | 0         |
| 31            | 1         | 0         |
| 32            | 3         | 0         |
| 33            | 3         | 0         |
| 34            | 2         | 0         |
| 35            | 2         | 0         |
| 36            | 2         | 0         |
| 37            | 2         | 0         |
| 38            | 6         | 0         |
| 39            | 0         | 0         |
| 40            | 0         | 0         |
| 41            | 2         | 0         |
| 42            | 1         | 0         |
| 43            | 0         | 0         |
| 44            | 1         | 0         |
| 45            | 0         | 0         |
| 46            | 0         | 0         |
| 47            | 0         | 0         |
| 48            | 0         | 0         |
| 49            | 0         | 0         |
| 50            | 0         | 0         |
| 51            | 0         | 0         |
| 52            | 0         | 0         |
| 53            | 0         | 0         |
| 54            | 0         | 0         |
| 55            | 0         | 0         |
| <b>Total:</b> | <b>47</b> | <b>0</b>  |



|    | Eastbound                  |                              |    |                            | Westbound                    |                            |                              |         |                            |                              |         |
|----|----------------------------|------------------------------|----|----------------------------|------------------------------|----------------------------|------------------------------|---------|----------------------------|------------------------------|---------|
|    | Cumulative                 |                              |    | Cumulative                 |                              | Cumulative                 |                              |         | Cumulative                 |                              |         |
|    | Total of Vehicles Surveyed | Percent of Vehicles Surveyed |    | Total of Vehicles Surveyed | Percent of Vehicles Surveyed | Total of Vehicles Surveyed | Percent of Vehicles Surveyed |         | Total of Vehicles Surveyed | Percent of Vehicles Surveyed |         |
| 10 | 0                          | 0%                           | 33 | 29                         | 62%                          | 10                         | 0                            | #DIV/0! | 33                         | 0                            | #DIV/0! |
| 11 | 0                          | 0%                           | 34 | 31                         | 66%                          | 11                         | 0                            | #DIV/0! | 34                         | 0                            | #DIV/0! |
| 12 | 0                          | 0%                           | 35 | 33                         | 70%                          | 12                         | 0                            | #DIV/0! | 35                         | 0                            | #DIV/0! |
| 13 | 1                          | 2%                           | 36 | 35                         | 74%                          | 13                         | 0                            | #DIV/0! | 36                         | 0                            | #DIV/0! |
| 14 | 1                          | 2%                           | 37 | 37                         | 79%                          | 14                         | 0                            | #DIV/0! | 37                         | 0                            | #DIV/0! |
| 15 | 2                          | 4%                           | 38 | 43                         | 91%                          | 15                         | 0                            | #DIV/0! | 38                         | 0                            | #DIV/0! |
| 16 | 2                          | 4%                           | 39 | 43                         | 91%                          | 16                         | 0                            | #DIV/0! | 39                         | 0                            | #DIV/0! |
| 17 | 2                          | 4%                           | 40 | 43                         | 91%                          | 17                         | 0                            | #DIV/0! | 40                         | 0                            | #DIV/0! |
| 18 | 2                          | 4%                           | 41 | 45                         | 96%                          | 18                         | 0                            | #DIV/0! | 41                         | 0                            | #DIV/0! |
| 19 | 2                          | 4%                           | 42 | 46                         | 98%                          | 19                         | 0                            | #DIV/0! | 42                         | 0                            | #DIV/0! |
| 20 | 3                          | 6%                           | 43 | 46                         | 98%                          | 20                         | 0                            | #DIV/0! | 43                         | 0                            | #DIV/0! |
| 21 | 3                          | 6%                           | 44 | 47                         | 100%                         | 21                         | 0                            | #DIV/0! | 44                         | 0                            | #DIV/0! |
| 22 | 4                          | 9%                           | 45 | 47                         | 100%                         | 22                         | 0                            | #DIV/0! | 45                         | 0                            | #DIV/0! |
| 23 | 4                          | 9%                           | 46 | 47                         | 100%                         | 23                         | 0                            | #DIV/0! | 46                         | 0                            | #DIV/0! |
| 24 | 6                          | 13%                          | 47 | 47                         | 100%                         | 24                         | 0                            | #DIV/0! | 47                         | 0                            | #DIV/0! |
| 25 | 6                          | 13%                          | 48 | 47                         | 100%                         | 25                         | 0                            | #DIV/0! | 48                         | 0                            | #DIV/0! |
| 26 | 6                          | 13%                          | 49 | 47                         | 100%                         | 26                         | 0                            | #DIV/0! | 49                         | 0                            | #DIV/0! |
| 27 | 10                         | 21%                          | 50 | 47                         | 100%                         | 27                         | 0                            | #DIV/0! | 50                         | 0                            | #DIV/0! |
| 28 | 13                         | 28%                          | 51 | 47                         | 100%                         | 28                         | 0                            | #DIV/0! | 51                         | 0                            | #DIV/0! |
| 29 | 16                         | 34%                          | 52 | 47                         | 100%                         | 29                         | 0                            | #DIV/0! | 52                         | 0                            | #DIV/0! |
| 30 | 22                         | 47%                          | 53 | 47                         | 100%                         | 30                         | 0                            | #DIV/0! | 53                         | 0                            | #DIV/0! |
| 31 | 23                         | 49%                          | 54 | 47                         | 100%                         | 31                         | 0                            | #DIV/0! | 54                         | 0                            | #DIV/0! |
| 32 | 26                         | 55%                          | 55 | 47                         | 100%                         | 32                         | 0                            | #DIV/0! | 55                         | 0                            | #DIV/0! |

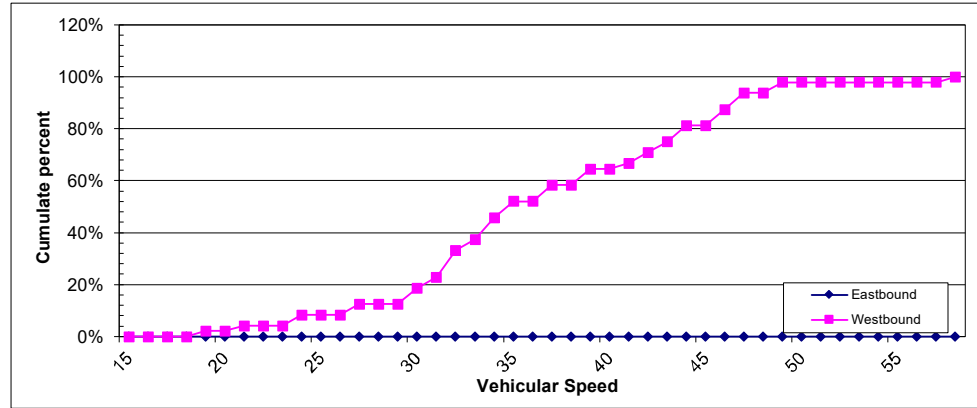
## WB - FM 750 Point 2

Eastbound 85% speed is: **#DIV/0!**  
 Westbound 85% speed is: **46 MPH**

Date: 8/25/2020  
 Posted Speed: 45 MPH

Begin Time: 2:06 PM  
 End Time: 3:59 PM

| Speed         | Eastbound | Westbound |
|---------------|-----------|-----------|
| 15            | 0         | 0         |
| 16            | 0         | 0         |
| 17            | 0         | 0         |
| 18            | 0         | 0         |
| 19            | 0         | 1         |
| 20            | 0         | 0         |
| 21            | 0         | 1         |
| 22            | 0         | 0         |
| 23            | 0         | 0         |
| 24            | 0         | 2         |
| 25            | 0         | 0         |
| 26            | 0         | 0         |
| 27            | 0         | 2         |
| 28            | 0         | 0         |
| 29            | 0         | 0         |
| 30            | 0         | 3         |
| 31            | 0         | 2         |
| 32            | 0         | 5         |
| 33            | 0         | 2         |
| 34            | 0         | 4         |
| 35            | 0         | 3         |
| 36            | 0         | 0         |
| 37            | 0         | 3         |
| 38            | 0         | 0         |
| 39            | 0         | 3         |
| 40            | 0         | 0         |
| 41            | 0         | 1         |
| 42            | 0         | 2         |
| 43            | 0         | 2         |
| 44            | 0         | 3         |
| 45            | 0         | 0         |
| 46            | 0         | 3         |
| 47            | 0         | 3         |
| 48            | 0         | 0         |
| 49            | 0         | 2         |
| 50            | 0         | 0         |
| 51            | 0         | 0         |
| 52            | 0         | 0         |
| 53            | 0         | 0         |
| 54            | 0         | 0         |
| 55            | 0         | 0         |
| 56            | 0         | 0         |
| 57            | 0         | 0         |
| 58            | 0         | 1         |
| 59            | 0         | 0         |
| 60            | 0         | 0         |
| <b>Total:</b> | <b>0</b>  | <b>48</b> |



|    | Eastbound                  |                              |    |                            | Westbound                    |                            |                              |                            |                              |    |         |
|----|----------------------------|------------------------------|----|----------------------------|------------------------------|----------------------------|------------------------------|----------------------------|------------------------------|----|---------|
|    | Cumulative                 |                              |    | Cumulative                 |                              | Cumulative                 |                              | Cumulative                 |                              |    |         |
|    | Total of Vehicles Surveyed | Percent of Vehicles Surveyed |    | Total of Vehicles Surveyed | Percent of Vehicles Surveyed | Total of Vehicles Surveyed | Percent of Vehicles Surveyed | Total of Vehicles Surveyed | Percent of Vehicles Surveyed |    |         |
| 15 | 0                          | #DIV/0!                      | 38 | 0                          | #DIV/0!                      | 15                         | 0                            | 0%                         | 38                           | 28 | 58.33%  |
| 16 | 0                          | #DIV/0!                      | 39 | 0                          | #DIV/0!                      | 16                         | 0                            | 0%                         | 39                           | 31 | 64.58%  |
| 17 | 0                          | #DIV/0!                      | 40 | 0                          | #DIV/0!                      | 17                         | 0                            | 0%                         | 40                           | 31 | 64.58%  |
| 18 | 0                          | #DIV/0!                      | 41 | 0                          | #DIV/0!                      | 18                         | 0                            | 0%                         | 41                           | 32 | 66.67%  |
| 19 | 0                          | #DIV/0!                      | 42 | 0                          | #DIV/0!                      | 19                         | 1                            | 2%                         | 42                           | 34 | 70.83%  |
| 20 | 0                          | #DIV/0!                      | 43 | 0                          | #DIV/0!                      | 20                         | 1                            | 2%                         | 43                           | 36 | 75.00%  |
| 21 | 0                          | #DIV/0!                      | 44 | 0                          | #DIV/0!                      | 21                         | 2                            | 4%                         | 44                           | 39 | 81.25%  |
| 22 | 0                          | #DIV/0!                      | 45 | 0                          | #DIV/0!                      | 22                         | 2                            | 4%                         | 45                           | 39 | 81.25%  |
| 23 | 0                          | #DIV/0!                      | 46 | 0                          | #DIV/0!                      | 23                         | 2                            | 4%                         | 46                           | 42 | 87.50%  |
| 24 | 0                          | #DIV/0!                      | 47 | 0                          | #DIV/0!                      | 24                         | 4                            | 8%                         | 47                           | 45 | 93.75%  |
| 25 | 0                          | #DIV/0!                      | 48 | 0                          | #DIV/0!                      | 25                         | 4                            | 8%                         | 48                           | 45 | 93.75%  |
| 26 | 0                          | #DIV/0!                      | 49 | 0                          | #DIV/0!                      | 26                         | 4                            | 8%                         | 49                           | 47 | 97.92%  |
| 27 | 0                          | #DIV/0!                      | 50 | 0                          | #DIV/0!                      | 27                         | 6                            | 13%                        | 50                           | 47 | 97.92%  |
| 28 | 0                          | #DIV/0!                      | 51 | 0                          | #DIV/0!                      | 28                         | 6                            | 13%                        | 51                           | 47 | 97.92%  |
| 29 | 0                          | #DIV/0!                      | 52 | 0                          | #DIV/0!                      | 29                         | 6                            | 13%                        | 52                           | 47 | 97.92%  |
| 30 | 0                          | #DIV/0!                      | 53 | 0                          | #DIV/0!                      | 30                         | 9                            | 19%                        | 53                           | 47 | 97.92%  |
| 31 | 0                          | #DIV/0!                      | 54 | 0                          | #DIV/0!                      | 31                         | 11                           | 23%                        | 54                           | 47 | 97.92%  |
| 32 | 0                          | #DIV/0!                      | 55 | 0                          | #DIV/0!                      | 32                         | 16                           | 33%                        | 55                           | 47 | 97.92%  |
| 33 | 0                          | #DIV/0!                      | 56 | 0                          | #DIV/0!                      | 33                         | 18                           | 38%                        | 56                           | 47 | 97.92%  |
| 34 | 0                          | #DIV/0!                      | 57 | 0                          | #DIV/0!                      | 34                         | 22                           | 46%                        | 57                           | 47 | 97.92%  |
| 35 | 0                          | #DIV/0!                      | 58 | 0                          | #DIV/0!                      | 35                         | 25                           | 52%                        | 58                           | 48 | 100.00% |
| 36 | 0                          | #DIV/0!                      | 59 | 0                          | #DIV/0!                      | 36                         | 25                           | 52%                        | 59                           | 48 | 100.00% |
| 37 | 0                          | #DIV/0!                      | 60 | 0                          | #DIV/0!                      | 37                         | 28                           | 58%                        | 60                           | 48 | 100.00% |

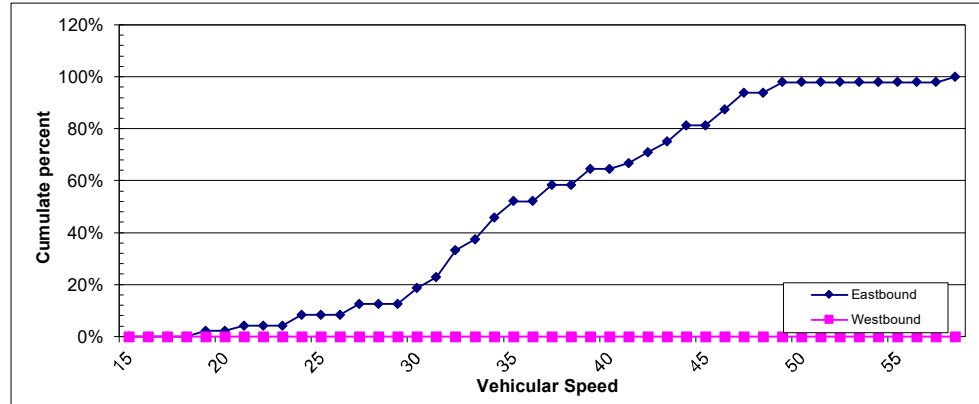
## Spot Speed Study EB - FM 750 Point 3

Eastbound 85% speed is: **46 MPH**  
Westbound 85% speed is: **#DIV/0!**

Date: 8/25/2020  
Posted Speed: 45 MPH

Begin Time: 2:06 PM  
End Time: 3:59 PM

| Speed         | Eastbound | Westbound |
|---------------|-----------|-----------|
| 15            | 0         | 0         |
| 16            | 0         | 0         |
| 17            | 0         | 0         |
| 18            | 0         | 0         |
| 19            | 1         | 0         |
| 20            | 0         | 0         |
| 21            | 1         | 0         |
| 22            | 0         | 0         |
| 23            | 0         | 0         |
| 24            | 2         | 0         |
| 25            | 0         | 0         |
| 26            | 0         | 0         |
| 27            | 2         | 0         |
| 28            | 0         | 0         |
| 29            | 0         | 0         |
| 30            | 3         | 0         |
| 31            | 2         | 0         |
| 32            | 5         | 0         |
| 33            | 2         | 0         |
| 34            | 4         | 0         |
| 35            | 3         | 0         |
| 36            | 0         | 0         |
| 37            | 3         | 0         |
| 38            | 0         | 0         |
| 39            | 3         | 0         |
| 40            | 0         | 0         |
| 41            | 1         | 0         |
| 42            | 2         | 0         |
| 43            | 2         | 0         |
| 44            | 3         | 0         |
| 45            | 0         | 0         |
| 46            | 3         | 0         |
| 47            | 3         | 0         |
| 48            | 0         | 0         |
| 49            | 2         | 0         |
| 50            | 0         | 0         |
| 51            | 0         | 0         |
| 52            | 0         | 0         |
| 53            | 0         | 0         |
| 54            | 0         | 0         |
| 55            | 0         | 0         |
| 56            | 0         | 0         |
| 57            | 0         | 0         |
| 58            | 1         | 0         |
| 59            | 0         | 0         |
| 60            | 0         | 0         |
| <b>Total:</b> | <b>48</b> | <b>0</b>  |



|    | Eastbound                  |                              |                            |                              | Westbound                  |                              |                            |                              |
|----|----------------------------|------------------------------|----------------------------|------------------------------|----------------------------|------------------------------|----------------------------|------------------------------|
|    | Cumulative                 |                              | Cumulative                 |                              | Cumulative                 |                              | Cumulative                 |                              |
|    | Total of Vehicles Surveyed | Percent of Vehicles Surveyed | Total of Vehicles Surveyed | Percent of Vehicles Surveyed | Total of Vehicles Surveyed | Percent of Vehicles Surveyed | Total of Vehicles Surveyed | Percent of Vehicles Surveyed |
| 15 | 0                          | 0%                           | 38                         | 28                           | 58%                        | 15                           | 0                          | #DIV/0!                      |
| 16 | 0                          | 0%                           | 39                         | 31                           | 65%                        | 16                           | 0                          | #DIV/0!                      |
| 17 | 0                          | 0%                           | 40                         | 31                           | 65%                        | 17                           | 0                          | #DIV/0!                      |
| 18 | 0                          | 0%                           | 41                         | 32                           | 67%                        | 18                           | 0                          | #DIV/0!                      |
| 19 | 1                          | 2%                           | 42                         | 34                           | 71%                        | 19                           | 0                          | #DIV/0!                      |
| 20 | 1                          | 2%                           | 43                         | 36                           | 75%                        | 20                           | 0                          | #DIV/0!                      |
| 21 | 2                          | 4%                           | 44                         | 39                           | 81%                        | 21                           | 0                          | #DIV/0!                      |
| 22 | 2                          | 4%                           | 45                         | 39                           | 81%                        | 22                           | 0                          | #DIV/0!                      |
| 23 | 2                          | 4%                           | 46                         | 42                           | 88%                        | 23                           | 0                          | #DIV/0!                      |
| 24 | 4                          | 8%                           | 47                         | 45                           | 94%                        | 24                           | 0                          | #DIV/0!                      |
| 25 | 4                          | 8%                           | 48                         | 45                           | 94%                        | 25                           | 0                          | #DIV/0!                      |
| 26 | 4                          | 8%                           | 49                         | 47                           | 98%                        | 26                           | 0                          | #DIV/0!                      |
| 27 | 6                          | 13%                          | 50                         | 47                           | 98%                        | 27                           | 0                          | #DIV/0!                      |
| 28 | 6                          | 13%                          | 51                         | 47                           | 98%                        | 28                           | 0                          | #DIV/0!                      |
| 29 | 6                          | 13%                          | 52                         | 47                           | 98%                        | 29                           | 0                          | #DIV/0!                      |
| 30 | 9                          | 19%                          | 53                         | 47                           | 98%                        | 30                           | 0                          | #DIV/0!                      |
| 31 | 11                         | 23%                          | 54                         | 47                           | 98%                        | 31                           | 0                          | #DIV/0!                      |
| 32 | 16                         | 33%                          | 55                         | 47                           | 98%                        | 32                           | 0                          | #DIV/0!                      |
| 33 | 18                         | 38%                          | 56                         | 47                           | 98%                        | 33                           | 0                          | #DIV/0!                      |
| 34 | 22                         | 46%                          | 57                         | 47                           | 98%                        | 34                           | 0                          | #DIV/0!                      |
| 35 | 25                         | 52%                          | 58                         | 48                           | 100%                       | 35                           | 0                          | #DIV/0!                      |
| 36 | 25                         | 52%                          | 59                         | 48                           | 100%                       | 36                           | 0                          | #DIV/0!                      |
| 37 | 28                         | 58%                          | 60                         | 48                           | 100%                       | 37                           | 0                          | #DIV/0!                      |



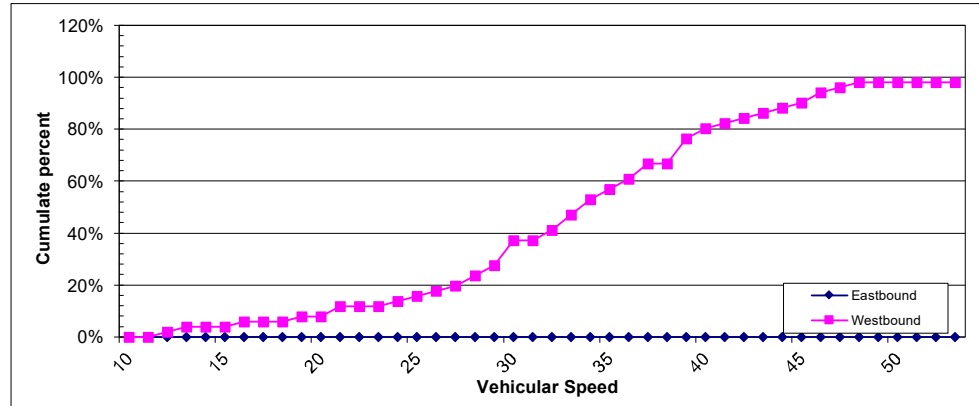
## Spot Speed Study WB - FM 750 Point 4

Eastbound 85% speed is: **#DIV/0!**  
Westbound 85% speed is: **43 MPH**

Date: 8/25/2020  
Posted Speed: 45

Begin Time: 2:02 PM  
End Time: 3:58 PM

| Speed         | Eastbound | Westbound |
|---------------|-----------|-----------|
| 10            | 0         | 0         |
| 11            | 0         | 0         |
| 12            | 0         | 1         |
| 13            | 0         | 1         |
| 14            | 0         | 0         |
| 15            | 0         | 0         |
| 16            | 0         | 1         |
| 17            | 0         | 0         |
| 18            | 0         | 0         |
| 19            | 0         | 1         |
| 20            | 0         | 0         |
| 21            | 0         | 2         |
| 22            | 0         | 0         |
| 23            | 0         | 0         |
| 24            | 0         | 1         |
| 25            | 0         | 1         |
| 26            | 0         | 1         |
| 27            | 0         | 1         |
| 28            | 0         | 2         |
| 29            | 0         | 2         |
| 30            | 0         | 5         |
| 31            | 0         | 0         |
| 32            | 0         | 2         |
| 33            | 0         | 3         |
| 34            | 0         | 3         |
| 35            | 0         | 2         |
| 36            | 0         | 2         |
| 37            | 0         | 3         |
| 38            | 0         | 0         |
| 39            | 0         | 5         |
| 40            | 0         | 2         |
| 41            | 0         | 1         |
| 42            | 0         | 1         |
| 43            | 0         | 1         |
| 44            | 0         | 1         |
| 45            | 0         | 1         |
| 46            | 0         | 2         |
| 47            | 0         | 1         |
| 48            | 0         | 1         |
| 49            | 0         | 0         |
| 50            | 0         | 0         |
| 51            | 0         | 0         |
| 52            | 0         | 0         |
| 53            | 0         | 0         |
| 54            | 0         | 1         |
| 55            | 0         | 0         |
| <b>Total:</b> | <b>0</b>  | <b>51</b> |



| Eastbound                  |                              |         |                            | Westbound                    |                            |                              |                            |                              |    |    |         |
|----------------------------|------------------------------|---------|----------------------------|------------------------------|----------------------------|------------------------------|----------------------------|------------------------------|----|----|---------|
| Cumulative                 |                              |         | Cumulative                 |                              | Cumulative                 |                              | Cumulative                 |                              |    |    |         |
| Total of Vehicles Surveyed | Percent of Vehicles Surveyed |         | Total of Vehicles Surveyed | Percent of Vehicles Surveyed | Total of Vehicles Surveyed | Percent of Vehicles Surveyed | Total of Vehicles Surveyed | Percent of Vehicles Surveyed |    |    |         |
| 10                         | 0                            | #DIV/0! | 33                         | 0                            | #DIV/0!                    | 10                           | 0                          | 0%                           | 33 | 24 | 47.06%  |
| 11                         | 0                            | #DIV/0! | 34                         | 0                            | #DIV/0!                    | 11                           | 0                          | 0%                           | 34 | 27 | 52.94%  |
| 12                         | 0                            | #DIV/0! | 35                         | 0                            | #DIV/0!                    | 12                           | 1                          | 2%                           | 35 | 29 | 56.86%  |
| 13                         | 0                            | #DIV/0! | 36                         | 0                            | #DIV/0!                    | 13                           | 2                          | 4%                           | 36 | 31 | 60.78%  |
| 14                         | 0                            | #DIV/0! | 37                         | 0                            | #DIV/0!                    | 14                           | 2                          | 4%                           | 37 | 34 | 66.67%  |
| 15                         | 0                            | #DIV/0! | 38                         | 0                            | #DIV/0!                    | 15                           | 2                          | 4%                           | 38 | 34 | 66.67%  |
| 16                         | 0                            | #DIV/0! | 39                         | 0                            | #DIV/0!                    | 16                           | 3                          | 6%                           | 39 | 39 | 76.47%  |
| 17                         | 0                            | #DIV/0! | 40                         | 0                            | #DIV/0!                    | 17                           | 3                          | 6%                           | 40 | 41 | 80.39%  |
| 18                         | 0                            | #DIV/0! | 41                         | 0                            | #DIV/0!                    | 18                           | 3                          | 6%                           | 41 | 42 | 82.35%  |
| 19                         | 0                            | #DIV/0! | 42                         | 0                            | #DIV/0!                    | 19                           | 4                          | 8%                           | 42 | 43 | 84.31%  |
| 20                         | 0                            | #DIV/0! | 43                         | 0                            | #DIV/0!                    | 20                           | 4                          | 8%                           | 43 | 44 | 86.27%  |
| 21                         | 0                            | #DIV/0! | 44                         | 0                            | #DIV/0!                    | 21                           | 6                          | 12%                          | 44 | 45 | 88.24%  |
| 22                         | 0                            | #DIV/0! | 45                         | 0                            | #DIV/0!                    | 22                           | 6                          | 12%                          | 45 | 46 | 90.20%  |
| 23                         | 0                            | #DIV/0! | 46                         | 0                            | #DIV/0!                    | 23                           | 6                          | 12%                          | 46 | 48 | 94.12%  |
| 24                         | 0                            | #DIV/0! | 47                         | 0                            | #DIV/0!                    | 24                           | 7                          | 14%                          | 47 | 49 | 96.08%  |
| 25                         | 0                            | #DIV/0! | 48                         | 0                            | #DIV/0!                    | 25                           | 8                          | 16%                          | 48 | 50 | 98.04%  |
| 26                         | 0                            | #DIV/0! | 49                         | 0                            | #DIV/0!                    | 26                           | 9                          | 18%                          | 49 | 50 | 98.04%  |
| 27                         | 0                            | #DIV/0! | 50                         | 0                            | #DIV/0!                    | 27                           | 10                         | 20%                          | 50 | 50 | 98.04%  |
| 28                         | 0                            | #DIV/0! | 51                         | 0                            | #DIV/0!                    | 28                           | 12                         | 24%                          | 51 | 50 | 98.04%  |
| 29                         | 0                            | #DIV/0! | 52                         | 0                            | #DIV/0!                    | 29                           | 14                         | 27%                          | 52 | 50 | 98.04%  |
| 30                         | 0                            | #DIV/0! | 53                         | 0                            | #DIV/0!                    | 30                           | 19                         | 37%                          | 53 | 50 | 98.04%  |
| 31                         | 0                            | #DIV/0! | 54                         | 0                            | #DIV/0!                    | 31                           | 19                         | 37%                          | 54 | 51 | 100.00% |
| 32                         | 0                            | #DIV/0! | 55                         | 0                            | #DIV/0!                    | 32                           | 21                         | 41%                          | 55 | 51 | 100.00% |

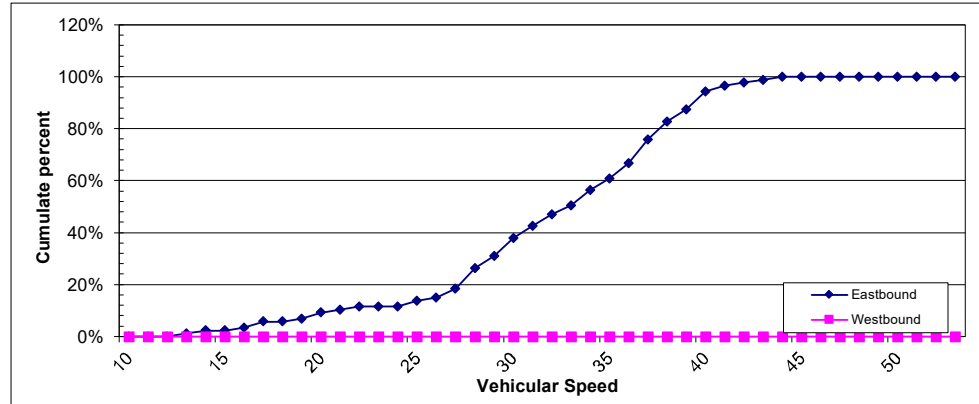
## Spot Speed Study EB - FM 750 Point 5

Eastbound 85% speed is: **39 MPH**  
Westbound 85% speed is: **#DIV/0!**

Date: 8/25/2020  
Posted Speed: 45

Begin Time: 2:00 PM  
End Time: 4:00 PM

| Speed         | Eastbound | Westbound |
|---------------|-----------|-----------|
| 10            | 0         | 0         |
| 11            | 0         | 0         |
| 12            | 0         | 0         |
| 13            | 1         | 0         |
| 14            | 1         | 0         |
| 15            | 0         | 0         |
| 16            | 1         | 0         |
| 17            | 2         | 0         |
| 18            | 0         | 0         |
| 19            | 1         | 0         |
| 20            | 2         | 0         |
| 21            | 1         | 0         |
| 22            | 1         | 0         |
| 23            | 0         | 0         |
| 24            | 0         | 0         |
| 25            | 2         | 0         |
| 26            | 1         | 0         |
| 27            | 3         | 0         |
| 28            | 7         | 0         |
| 29            | 4         | 0         |
| 30            | 6         | 0         |
| 31            | 4         | 0         |
| 32            | 4         | 0         |
| 33            | 3         | 0         |
| 34            | 5         | 0         |
| 35            | 4         | 0         |
| 36            | 5         | 0         |
| 37            | 8         | 0         |
| 38            | 6         | 0         |
| 39            | 4         | 0         |
| 40            | 6         | 0         |
| 41            | 2         | 0         |
| 42            | 1         | 0         |
| 43            | 1         | 0         |
| 44            | 1         | 0         |
| 45            | 0         | 0         |
| 46            | 0         | 0         |
| 47            | 0         | 0         |
| 48            | 0         | 0         |
| 49            | 0         | 0         |
| 50            | 0         | 0         |
| 51            | 0         | 0         |
| 52            | 0         | 0         |
| 53            | 0         | 0         |
| 54            | 0         | 0         |
| 55            | 0         | 0         |
| <b>Total:</b> | <b>87</b> | <b>0</b>  |



| Eastbound                  |                              |                            |                              |                            | Westbound                    |                            |                              |                            |                              |   |         |
|----------------------------|------------------------------|----------------------------|------------------------------|----------------------------|------------------------------|----------------------------|------------------------------|----------------------------|------------------------------|---|---------|
| Cumulative                 |                              |                            |                              |                            | Cumulative                   |                            |                              |                            |                              |   |         |
| Total of Vehicles Surveyed | Percent of Vehicles Surveyed | Total of Vehicles Surveyed | Percent of Vehicles Surveyed | Total of Vehicles Surveyed | Percent of Vehicles Surveyed | Total of Vehicles Surveyed | Percent of Vehicles Surveyed | Total of Vehicles Surveyed | Percent of Vehicles Surveyed |   |         |
| 10                         | 0                            | 0%                         | 33                           | 44                         | 51%                          | 10                         | 0                            | #DIV/0!                    | 33                           | 0 | #DIV/0! |
| 11                         | 0                            | 0%                         | 34                           | 49                         | 56%                          | 11                         | 0                            | #DIV/0!                    | 34                           | 0 | #DIV/0! |
| 12                         | 0                            | 0%                         | 35                           | 53                         | 61%                          | 12                         | 0                            | #DIV/0!                    | 35                           | 0 | #DIV/0! |
| 13                         | 1                            | 1%                         | 36                           | 58                         | 67%                          | 13                         | 0                            | #DIV/0!                    | 36                           | 0 | #DIV/0! |
| 14                         | 2                            | 2%                         | 37                           | 66                         | 76%                          | 14                         | 0                            | #DIV/0!                    | 37                           | 0 | #DIV/0! |
| 15                         | 2                            | 2%                         | 38                           | 72                         | 83%                          | 15                         | 0                            | #DIV/0!                    | 38                           | 0 | #DIV/0! |
| 16                         | 3                            | 3%                         | 39                           | 76                         | 87%                          | 16                         | 0                            | #DIV/0!                    | 39                           | 0 | #DIV/0! |
| 17                         | 5                            | 6%                         | 40                           | 82                         | 94%                          | 17                         | 0                            | #DIV/0!                    | 40                           | 0 | #DIV/0! |
| 18                         | 5                            | 6%                         | 41                           | 84                         | 97%                          | 18                         | 0                            | #DIV/0!                    | 41                           | 0 | #DIV/0! |
| 19                         | 6                            | 7%                         | 42                           | 85                         | 98%                          | 19                         | 0                            | #DIV/0!                    | 42                           | 0 | #DIV/0! |
| 20                         | 8                            | 9%                         | 43                           | 86                         | 99%                          | 20                         | 0                            | #DIV/0!                    | 43                           | 0 | #DIV/0! |
| 21                         | 9                            | 10%                        | 44                           | 87                         | 100%                         | 21                         | 0                            | #DIV/0!                    | 44                           | 0 | #DIV/0! |
| 22                         | 10                           | 11%                        | 45                           | 87                         | 100%                         | 22                         | 0                            | #DIV/0!                    | 45                           | 0 | #DIV/0! |
| 23                         | 10                           | 11%                        | 46                           | 87                         | 100%                         | 23                         | 0                            | #DIV/0!                    | 46                           | 0 | #DIV/0! |
| 24                         | 10                           | 11%                        | 47                           | 87                         | 100%                         | 24                         | 0                            | #DIV/0!                    | 47                           | 0 | #DIV/0! |
| 25                         | 12                           | 14%                        | 48                           | 87                         | 100%                         | 25                         | 0                            | #DIV/0!                    | 48                           | 0 | #DIV/0! |
| 26                         | 13                           | 15%                        | 49                           | 87                         | 100%                         | 26                         | 0                            | #DIV/0!                    | 49                           | 0 | #DIV/0! |
| 27                         | 16                           | 18%                        | 50                           | 87                         | 100%                         | 27                         | 0                            | #DIV/0!                    | 50                           | 0 | #DIV/0! |
| 28                         | 23                           | 26%                        | 51                           | 87                         | 100%                         | 28                         | 0                            | #DIV/0!                    | 51                           | 0 | #DIV/0! |
| 29                         | 27                           | 31%                        | 52                           | 87                         | 100%                         | 29                         | 0                            | #DIV/0!                    | 52                           | 0 | #DIV/0! |
| 30                         | 33                           | 38%                        | 53                           | 87                         | 100%                         | 30                         | 0                            | #DIV/0!                    | 53                           | 0 | #DIV/0! |
| 31                         | 37                           | 43%                        | 54                           | 87                         | 100%                         | 31                         | 0                            | #DIV/0!                    | 54                           | 0 | #DIV/0! |
| 32                         | 41                           | 47%                        | 55                           | 87                         | 100%                         | 32                         | 0                            | #DIV/0!                    | 55                           | 0 | #DIV/0! |

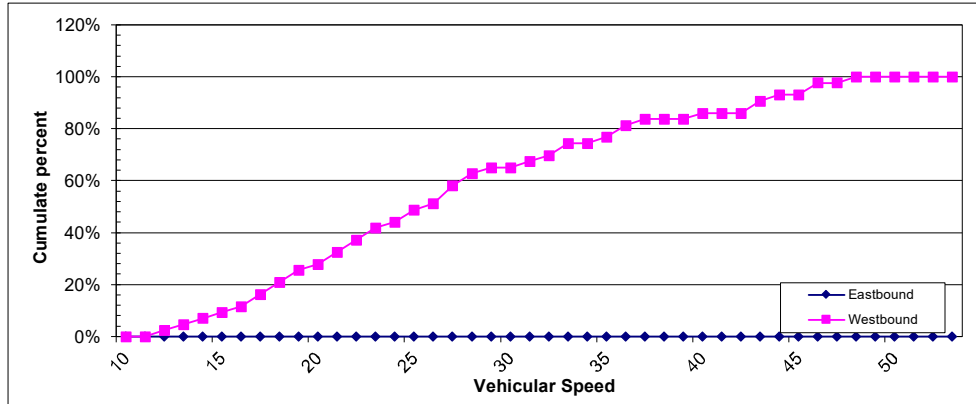
## Spot Speed Study WB - FM 750 Point 6

Eastbound 85% speed is: **#DIV/0!**  
Westbound 85% speed is: **40 MPH**

Date: 8/25/2020  
Posted Speed: 45

Begin Time: 2:04 PM  
End Time: 3:58 PM

| Speed         | Eastbound | Westbound |
|---------------|-----------|-----------|
| 10            | 0         | 0         |
| 11            | 0         | 0         |
| 12            | 0         | 1         |
| 13            | 0         | 1         |
| 14            | 0         | 1         |
| 15            | 0         | 1         |
| 16            | 0         | 1         |
| 17            | 0         | 2         |
| 18            | 0         | 2         |
| 19            | 0         | 2         |
| 20            | 0         | 1         |
| 21            | 0         | 2         |
| 22            | 0         | 2         |
| 23            | 0         | 2         |
| 24            | 0         | 1         |
| 25            | 0         | 2         |
| 26            | 0         | 1         |
| 27            | 0         | 3         |
| 28            | 0         | 2         |
| 29            | 0         | 1         |
| 30            | 0         | 0         |
| 31            | 0         | 1         |
| 32            | 0         | 1         |
| 33            | 0         | 2         |
| 34            | 0         | 0         |
| 35            | 0         | 1         |
| 36            | 0         | 2         |
| 37            | 0         | 1         |
| 38            | 0         | 0         |
| 39            | 0         | 0         |
| 40            | 0         | 1         |
| 41            | 0         | 0         |
| 42            | 0         | 0         |
| 43            | 0         | 2         |
| 44            | 0         | 1         |
| 45            | 0         | 0         |
| 46            | 0         | 2         |
| 47            | 0         | 0         |
| 48            | 0         | 1         |
| 49            | 0         | 0         |
| 50            | 0         | 0         |
| 51            | 0         | 0         |
| 52            | 0         | 0         |
| 53            | 0         | 0         |
| 54            | 0         | 0         |
| 55            | 0         | 0         |
| <b>Total:</b> | <b>0</b>  | <b>43</b> |



| Eastbound                  |                              |                            |                              | Westbound                  |                              |                            |                              |     |    |    |         |
|----------------------------|------------------------------|----------------------------|------------------------------|----------------------------|------------------------------|----------------------------|------------------------------|-----|----|----|---------|
| Cumulative                 |                              | Cumulative                 |                              | Cumulative                 |                              | Cumulative                 |                              |     |    |    |         |
| Total of Vehicles Surveyed | Percent of Vehicles Surveyed | Total of Vehicles Surveyed | Percent of Vehicles Surveyed | Total of Vehicles Surveyed | Percent of Vehicles Surveyed | Total of Vehicles Surveyed | Percent of Vehicles Surveyed |     |    |    |         |
| 10                         | 0                            | #DIV/0!                    | 33                           | 0                          | #DIV/0!                      | 10                         | 0                            | 0%  | 33 | 32 | 74.42%  |
| 11                         | 0                            | #DIV/0!                    | 34                           | 0                          | #DIV/0!                      | 11                         | 0                            | 0%  | 34 | 32 | 74.42%  |
| 12                         | 0                            | #DIV/0!                    | 35                           | 0                          | #DIV/0!                      | 12                         | 1                            | 2%  | 35 | 33 | 76.74%  |
| 13                         | 0                            | #DIV/0!                    | 36                           | 0                          | #DIV/0!                      | 13                         | 2                            | 5%  | 36 | 35 | 81.40%  |
| 14                         | 0                            | #DIV/0!                    | 37                           | 0                          | #DIV/0!                      | 14                         | 3                            | 7%  | 37 | 36 | 83.72%  |
| 15                         | 0                            | #DIV/0!                    | 38                           | 0                          | #DIV/0!                      | 15                         | 4                            | 9%  | 38 | 36 | 83.72%  |
| 16                         | 0                            | #DIV/0!                    | 39                           | 0                          | #DIV/0!                      | 16                         | 5                            | 12% | 39 | 36 | 83.72%  |
| 17                         | 0                            | #DIV/0!                    | 40                           | 0                          | #DIV/0!                      | 17                         | 7                            | 16% | 40 | 37 | 86.05%  |
| 18                         | 0                            | #DIV/0!                    | 41                           | 0                          | #DIV/0!                      | 18                         | 9                            | 21% | 41 | 37 | 86.05%  |
| 19                         | 0                            | #DIV/0!                    | 42                           | 0                          | #DIV/0!                      | 19                         | 11                           | 26% | 42 | 37 | 86.05%  |
| 20                         | 0                            | #DIV/0!                    | 43                           | 0                          | #DIV/0!                      | 20                         | 12                           | 28% | 43 | 39 | 90.70%  |
| 21                         | 0                            | #DIV/0!                    | 44                           | 0                          | #DIV/0!                      | 21                         | 14                           | 33% | 44 | 40 | 93.02%  |
| 22                         | 0                            | #DIV/0!                    | 45                           | 0                          | #DIV/0!                      | 22                         | 16                           | 37% | 45 | 40 | 93.02%  |
| 23                         | 0                            | #DIV/0!                    | 46                           | 0                          | #DIV/0!                      | 23                         | 18                           | 42% | 46 | 42 | 97.67%  |
| 24                         | 0                            | #DIV/0!                    | 47                           | 0                          | #DIV/0!                      | 24                         | 19                           | 44% | 47 | 42 | 97.67%  |
| 25                         | 0                            | #DIV/0!                    | 48                           | 0                          | #DIV/0!                      | 25                         | 21                           | 49% | 48 | 43 | 100.00% |
| 26                         | 0                            | #DIV/0!                    | 49                           | 0                          | #DIV/0!                      | 26                         | 22                           | 51% | 49 | 43 | 100.00% |
| 27                         | 0                            | #DIV/0!                    | 50                           | 0                          | #DIV/0!                      | 27                         | 25                           | 58% | 50 | 43 | 100.00% |
| 28                         | 0                            | #DIV/0!                    | 51                           | 0                          | #DIV/0!                      | 28                         | 27                           | 63% | 51 | 43 | 100.00% |
| 29                         | 0                            | #DIV/0!                    | 52                           | 0                          | #DIV/0!                      | 29                         | 28                           | 65% | 52 | 43 | 100.00% |
| 30                         | 0                            | #DIV/0!                    | 53                           | 0                          | #DIV/0!                      | 30                         | 28                           | 65% | 53 | 43 | 100.00% |
| 31                         | 0                            | #DIV/0!                    | 54                           | 0                          | #DIV/0!                      | 31                         | 29                           | 67% | 54 | 43 | 100.00% |
| 32                         | 0                            | #DIV/0!                    | 55                           | 0                          | #DIV/0!                      | 32                         | 30                           | 70% | 55 | 43 | 100.00% |

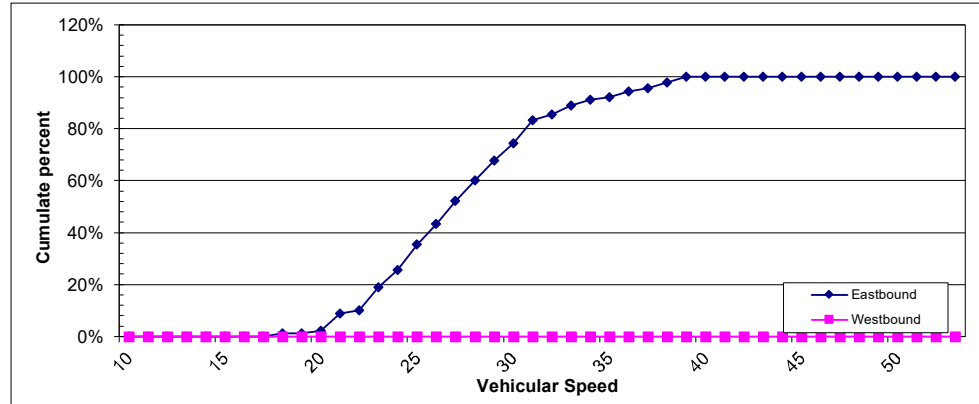
## Spot Speed Study EB - FM 750 Point 7

Eastbound 85% speed is: **32 MPH**  
Westbound 85% speed is: **#DIV/0!**

Date: 8/25/2020  
Posted Speed: 45 MPH

Begin Time: 2:00 PM  
End Time: 3:59 PM

| Speed         | Eastbound | Westbound |
|---------------|-----------|-----------|
| 10            | 0         | 0         |
| 11            | 0         | 0         |
| 12            | 0         | 0         |
| 13            | 0         | 0         |
| 14            | 0         | 0         |
| 15            | 0         | 0         |
| 16            | 0         | 0         |
| 17            | 0         | 0         |
| 18            | 1         | 0         |
| 19            | 0         | 0         |
| 20            | 1         | 0         |
| 21            | 6         | 0         |
| 22            | 1         | 0         |
| 23            | 8         | 0         |
| 24            | 6         | 0         |
| 25            | 9         | 0         |
| 26            | 7         | 0         |
| 27            | 8         | 0         |
| 28            | 7         | 0         |
| 29            | 7         | 0         |
| 30            | 6         | 0         |
| 31            | 8         | 0         |
| 32            | 2         | 0         |
| 33            | 3         | 0         |
| 34            | 2         | 0         |
| 35            | 1         | 0         |
| 36            | 2         | 0         |
| 37            | 1         | 0         |
| 38            | 2         | 0         |
| 39            | 2         | 0         |
| 40            | 0         | 0         |
| 41            | 0         | 0         |
| 42            | 0         | 0         |
| 43            | 0         | 0         |
| 44            | 0         | 0         |
| 45            | 0         | 0         |
| 46            | 0         | 0         |
| 47            | 0         | 0         |
| 48            | 0         | 0         |
| 49            | 0         | 0         |
| 50            | 0         | 0         |
| 51            | 0         | 0         |
| 52            | 0         | 0         |
| 53            | 0         | 0         |
| 54            | 0         | 0         |
| 55            | 0         | 0         |
| <b>Total:</b> | <b>90</b> | <b>0</b>  |



|    | Eastbound                  |                              |    |                            | Westbound                    |                            |                              |         |                            |                              |         |
|----|----------------------------|------------------------------|----|----------------------------|------------------------------|----------------------------|------------------------------|---------|----------------------------|------------------------------|---------|
|    | Cumulative                 |                              |    | Cumulative                 |                              | Cumulative                 |                              |         | Cumulative                 |                              |         |
|    | Total of Vehicles Surveyed | Percent of Vehicles Surveyed |    | Total of Vehicles Surveyed | Percent of Vehicles Surveyed | Total of Vehicles Surveyed | Percent of Vehicles Surveyed |         | Total of Vehicles Surveyed | Percent of Vehicles Surveyed |         |
| 10 | 0                          | 0%                           | 33 | 80                         | 89%                          | 10                         | 0                            | #DIV/0! | 33                         | 0                            | #DIV/0! |
| 11 | 0                          | 0%                           | 34 | 82                         | 91%                          | 11                         | 0                            | #DIV/0! | 34                         | 0                            | #DIV/0! |
| 12 | 0                          | 0%                           | 35 | 83                         | 92%                          | 12                         | 0                            | #DIV/0! | 35                         | 0                            | #DIV/0! |
| 13 | 0                          | 0%                           | 36 | 85                         | 94%                          | 13                         | 0                            | #DIV/0! | 36                         | 0                            | #DIV/0! |
| 14 | 0                          | 0%                           | 37 | 86                         | 96%                          | 14                         | 0                            | #DIV/0! | 37                         | 0                            | #DIV/0! |
| 15 | 0                          | 0%                           | 38 | 88                         | 98%                          | 15                         | 0                            | #DIV/0! | 38                         | 0                            | #DIV/0! |
| 16 | 0                          | 0%                           | 39 | 90                         | 100%                         | 16                         | 0                            | #DIV/0! | 39                         | 0                            | #DIV/0! |
| 17 | 0                          | 0%                           | 40 | 90                         | 100%                         | 17                         | 0                            | #DIV/0! | 40                         | 0                            | #DIV/0! |
| 18 | 1                          | 1%                           | 41 | 90                         | 100%                         | 18                         | 0                            | #DIV/0! | 41                         | 0                            | #DIV/0! |
| 19 | 1                          | 1%                           | 42 | 90                         | 100%                         | 19                         | 0                            | #DIV/0! | 42                         | 0                            | #DIV/0! |
| 20 | 2                          | 2%                           | 43 | 90                         | 100%                         | 20                         | 0                            | #DIV/0! | 43                         | 0                            | #DIV/0! |
| 21 | 8                          | 9%                           | 44 | 90                         | 100%                         | 21                         | 0                            | #DIV/0! | 44                         | 0                            | #DIV/0! |
| 22 | 9                          | 10%                          | 45 | 90                         | 100%                         | 22                         | 0                            | #DIV/0! | 45                         | 0                            | #DIV/0! |
| 23 | 17                         | 19%                          | 46 | 90                         | 100%                         | 23                         | 0                            | #DIV/0! | 46                         | 0                            | #DIV/0! |
| 24 | 23                         | 26%                          | 47 | 90                         | 100%                         | 24                         | 0                            | #DIV/0! | 47                         | 0                            | #DIV/0! |
| 25 | 32                         | 36%                          | 48 | 90                         | 100%                         | 25                         | 0                            | #DIV/0! | 48                         | 0                            | #DIV/0! |
| 26 | 39                         | 43%                          | 49 | 90                         | 100%                         | 26                         | 0                            | #DIV/0! | 49                         | 0                            | #DIV/0! |
| 27 | 47                         | 52%                          | 50 | 90                         | 100%                         | 27                         | 0                            | #DIV/0! | 50                         | 0                            | #DIV/0! |
| 28 | 54                         | 60%                          | 51 | 90                         | 100%                         | 28                         | 0                            | #DIV/0! | 51                         | 0                            | #DIV/0! |
| 29 | 61                         | 68%                          | 52 | 90                         | 100%                         | 29                         | 0                            | #DIV/0! | 52                         | 0                            | #DIV/0! |
| 30 | 67                         | 74%                          | 53 | 90                         | 100%                         | 30                         | 0                            | #DIV/0! | 53                         | 0                            | #DIV/0! |
| 31 | 75                         | 83%                          | 54 | 90                         | 100%                         | 31                         | 0                            | #DIV/0! | 54                         | 0                            | #DIV/0! |
| 32 | 77                         | 86%                          | 55 | 90                         | 100%                         | 32                         | 0                            | #DIV/0! | 55                         | 0                            | #DIV/0! |

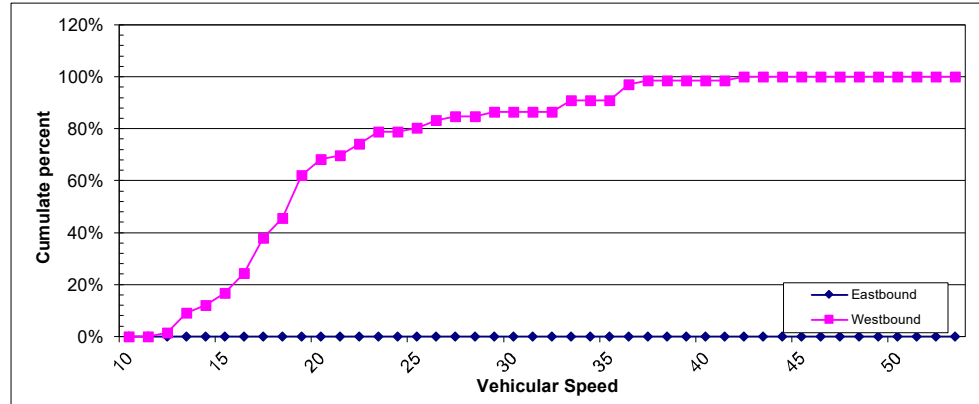
## Spot Speed Study WB - FM 750 Point 8

Eastbound 85% speed is: **#DIV/0!**  
Westbound 85% speed is: **29 MPH**

Date: 8/25/2020  
Posted Speed: 45 MPH

Begin Time: 2:01 PM  
End Time: 3:57 PM

| Speed         | Eastbound | Westbound |
|---------------|-----------|-----------|
| 10            | 0         | 0         |
| 11            | 0         | 0         |
| 12            | 0         | 1         |
| 13            | 0         | 5         |
| 14            | 0         | 2         |
| 15            | 0         | 3         |
| 16            | 0         | 5         |
| 17            | 0         | 9         |
| 18            | 0         | 5         |
| 19            | 0         | 11        |
| 20            | 0         | 4         |
| 21            | 0         | 1         |
| 22            | 0         | 3         |
| 23            | 0         | 3         |
| 24            | 0         | 0         |
| 25            | 0         | 1         |
| 26            | 0         | 2         |
| 27            | 0         | 1         |
| 28            | 0         | 0         |
| 29            | 0         | 1         |
| 30            | 0         | 0         |
| 31            | 0         | 0         |
| 32            | 0         | 0         |
| 33            | 0         | 3         |
| 34            | 0         | 0         |
| 35            | 0         | 0         |
| 36            | 0         | 4         |
| 37            | 0         | 1         |
| 38            | 0         | 0         |
| 39            | 0         | 0         |
| 40            | 0         | 0         |
| 41            | 0         | 0         |
| 42            | 0         | 1         |
| 43            | 0         | 0         |
| 44            | 0         | 0         |
| 45            | 0         | 0         |
| 46            | 0         | 0         |
| 47            | 0         | 0         |
| 48            | 0         | 0         |
| 49            | 0         | 0         |
| 50            | 0         | 0         |
| 51            | 0         | 0         |
| 52            | 0         | 0         |
| 53            | 0         | 0         |
| 54            | 0         | 0         |
| 55            | 0         | 0         |
| <b>Total:</b> | <b>0</b>  | <b>66</b> |



| Eastbound                  |                              |         |                            |                              | Westbound                  |                              |                            |                              |    |    |         |
|----------------------------|------------------------------|---------|----------------------------|------------------------------|----------------------------|------------------------------|----------------------------|------------------------------|----|----|---------|
| Cumulative                 |                              |         |                            |                              | Cumulative                 |                              |                            |                              |    |    |         |
| Total of Vehicles Surveyed | Percent of Vehicles Surveyed |         | Total of Vehicles Surveyed | Percent of Vehicles Surveyed | Total of Vehicles Surveyed | Percent of Vehicles Surveyed | Total of Vehicles Surveyed | Percent of Vehicles Surveyed |    |    |         |
| 10                         | 0                            | #DIV/0! | 33                         | 0                            | #DIV/0!                    | 10                           | 0                          | 0%                           | 33 | 60 | 90.91%  |
| 11                         | 0                            | #DIV/0! | 34                         | 0                            | #DIV/0!                    | 11                           | 0                          | 0%                           | 34 | 60 | 90.91%  |
| 12                         | 0                            | #DIV/0! | 35                         | 0                            | #DIV/0!                    | 12                           | 1                          | 2%                           | 35 | 60 | 90.91%  |
| 13                         | 0                            | #DIV/0! | 36                         | 0                            | #DIV/0!                    | 13                           | 6                          | 9%                           | 36 | 64 | 96.97%  |
| 14                         | 0                            | #DIV/0! | 37                         | 0                            | #DIV/0!                    | 14                           | 8                          | 12%                          | 37 | 65 | 98.48%  |
| 15                         | 0                            | #DIV/0! | 38                         | 0                            | #DIV/0!                    | 15                           | 11                         | 17%                          | 38 | 65 | 98.48%  |
| 16                         | 0                            | #DIV/0! | 39                         | 0                            | #DIV/0!                    | 16                           | 16                         | 24%                          | 39 | 65 | 98.48%  |
| 17                         | 0                            | #DIV/0! | 40                         | 0                            | #DIV/0!                    | 17                           | 25                         | 38%                          | 40 | 65 | 98.48%  |
| 18                         | 0                            | #DIV/0! | 41                         | 0                            | #DIV/0!                    | 18                           | 30                         | 45%                          | 41 | 65 | 98.48%  |
| 19                         | 0                            | #DIV/0! | 42                         | 0                            | #DIV/0!                    | 19                           | 41                         | 62%                          | 42 | 66 | 100.00% |
| 20                         | 0                            | #DIV/0! | 43                         | 0                            | #DIV/0!                    | 20                           | 45                         | 68%                          | 43 | 66 | 100.00% |
| 21                         | 0                            | #DIV/0! | 44                         | 0                            | #DIV/0!                    | 21                           | 46                         | 70%                          | 44 | 66 | 100.00% |
| 22                         | 0                            | #DIV/0! | 45                         | 0                            | #DIV/0!                    | 22                           | 49                         | 74%                          | 45 | 66 | 100.00% |
| 23                         | 0                            | #DIV/0! | 46                         | 0                            | #DIV/0!                    | 23                           | 52                         | 79%                          | 46 | 66 | 100.00% |
| 24                         | 0                            | #DIV/0! | 47                         | 0                            | #DIV/0!                    | 24                           | 52                         | 79%                          | 47 | 66 | 100.00% |
| 25                         | 0                            | #DIV/0! | 48                         | 0                            | #DIV/0!                    | 25                           | 53                         | 80%                          | 48 | 66 | 100.00% |
| 26                         | 0                            | #DIV/0! | 49                         | 0                            | #DIV/0!                    | 26                           | 55                         | 83%                          | 49 | 66 | 100.00% |
| 27                         | 0                            | #DIV/0! | 50                         | 0                            | #DIV/0!                    | 27                           | 56                         | 85%                          | 50 | 66 | 100.00% |
| 28                         | 0                            | #DIV/0! | 51                         | 0                            | #DIV/0!                    | 28                           | 56                         | 85%                          | 51 | 66 | 100.00% |
| 29                         | 0                            | #DIV/0! | 52                         | 0                            | #DIV/0!                    | 29                           | 57                         | 86%                          | 52 | 66 | 100.00% |
| 30                         | 0                            | #DIV/0! | 53                         | 0                            | #DIV/0!                    | 30                           | 57                         | 86%                          | 53 | 66 | 100.00% |
| 31                         | 0                            | #DIV/0! | 54                         | 0                            | #DIV/0!                    | 31                           | 57                         | 86%                          | 54 | 66 | 100.00% |
| 32                         | 0                            | #DIV/0! | 55                         | 0                            | #DIV/0!                    | 32                           | 57                         | 86%                          | 55 | 66 | 100.00% |