



The City Of  
**Pampa**

**Public Hearing/Regular Meeting of the:**

**Pampa City Commission**

**July 12, 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  
PUBLIC HEARING/REGULAR MEETING**

Paul Searl, Commissioner Ward 1  
Brian Doughty, Commissioner Ward 2  
Jimmy Keough, Commissioner Ward 3  
Bryan Fisher, Commissioner Ward 4

Lance DeFever, Mayor

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

Notice is hereby given of a **PUBLIC HEARIN/REGULAR MEETING** of the City Commission of the City of Pampa, Texas to be held on **MONDAY, JULY 12, 2021, AT 4:00 P.M., CITY HALL – CITY COMMISSION CHAMBER, 3<sup>RD</sup> FLOOR, 201 W. KINGSMILL, PAMPA, TEXAS**, for the purpose of considering the following agenda items.

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

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

**CALL TO ORDER**

**INVOCATION**

**PLEDGE OF ALLEGIANCE**

**PLEDGE OF ALLEGIANCE TO TEXAS FLAG**

**PUBLIC COMMENTS:**

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

**PUBLIC HEARING:**

**The City Commission will conduct a Public Hearing at 4:00 p.m. to receive public comments relative to the 2020 Consumer Confidence Report for the Pampa Municipal Water System and the Water System at the Texas Department of Criminal Justice, Jordan and Baten Units.**

**DISCUSSION ITEMS:**

- Budget – Enterprise Funds and Charges for Services

## **AUTHORIZATIONS BY CITY COMMISSION:**

1. Consider approving the minutes of the June 28, 2021 Regular Commission Meeting as presented.
2. Excuse the absence of Commissioner Brian Doughty from the June 28, 2021 Regular Commission Meeting.
3. Consider adopting on second and final reading Resolution No. R21-024, a Resolution by the City Commission approving an Economic Development Agreement and forgivable loan in the amount of \$15,000.00 from the Pampa Economic Development Corporation to Wiskey Business Enterprises, LLC, dba Wiskey Grills.
4. Consider adopting Resolution No. R21-025, a Resolution by the City Commission adopting Executive Order GA-34 and extending to August 9, 2021 the City of Pampa's Declaration of Local Disaster Order.
5. Consider adopting Resolution No. R21-026, a Resolution by the City Commission reappointing Jerry Carlson to a two (2) year term on the Canadian River Municipal Water Authority (CRMWA) Board of Directors.
6. EXECUTIVE SESSION: The City Commission will convene into closed session in accordance with Texas Government Code, Subchapter D, Section 551.074 – Personnel Matters and Section 551.071-Consultation with Attorney to discuss:
  - Community Involvement Committee Members Appointments
  - Pending or Contemplated Litigation

RECONVENE: The City Commission will reconvene into open session with or without action taken.

## **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 public at all times and said Agenda was posted on **FRIDAY, JULY 9, 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

**ACCESSABILITY STATEMENT**

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

**AGENDA REMOVAL NOTICE**

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

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

By: \_\_\_\_\_



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

### **PUBLIC HEARING**

**ITEM/PROJECT:** 2020 Consumer Confidence Report

**MEETING DATE:** July 12, 2021

**DESCRIPTION** **PUBLIC HEARING:** The City Commission will conduct a Public Hearing at 4:00 p.m. to receive public comments relative to the 2020 Consumer Confidence Report for the Pampa Municipal Water System and the Water System at the Texas Department of Criminal Justice, Jordan and Baten Units.

**STAFF CONTACT:** Gary Turley, Director Public Works  
Brian Bridwell, OMI

**BACKGROUND/  
ADDITIONAL  
INFORMATION:** Copy of Consumer Confidence Report provided to Commission Members.



**CITY OF PAMPA  
AGENDA INFORMATION SHEET**

**DISCUSSION ITEM:**

**ITEM/PROJECT:**

**Budget Discussion: Enterprise Funds and Charges for Services**

**MEETING DATE:**

**July 12, 2021**

**STAFF CONTACT:**

**Robin Bailey, Finance Director  
Shane Stokes, City Manager**

**BACKGROUND/  
ADDITIONAL  
INFORMATION:**

**Power Point presentation during meeting.**



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

### **AGENDA ITEM: 1**

<b>ITEM/PROJECT:</b>	<b>MINUTES</b>
<b>MEETING DATE:</b>	<b>July 12, 2021</b>
<b>DESCRIPTION</b>	<b>Consider approving the minutes of the June 28, 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>The minutes will take effect after Commission approval.</b>
<b>RECOMMENDED ACTION:</b>	<b>Staff recommends Commission approve the minutes of the June 28, 2021 Regular Commission Meeting.</b>
<b>BACKGROUND/ ADDITIONAL INFORMATION:</b>	<b>Copy of June 28, 2021 Minutes attached.</b>

**MINUTES OF THE  
CITY COMMISSION OF THE CITY OF PAMPA, TEXAS  
REGULAR MEETING  
MONDAY JUNE 28, 2021**

**CALL TO ORDER:** Mayor Lance DeFever at 4:00 p.m.

<b>PRESENT:</b>	Lance DeFever	Mayor
	Paul Searl	Commissioner
	Jimmy Keough	Commissioner
	Bryan Fisher	Commissioner

<b>ABSENT:</b>	Brian Doughty	Commissioner
----------------	---------------	--------------

<b>STAFF:</b>	Shane Stokes	City Manager
	Karen Price	City Secretary
	Robin Bailey	Finance Director
	Dustin Miller	Community Services Director
	Gary Turley	Director Public Works
	Lance Richburg	Chief of Police
	Greg Lee	Fire Chief
	Theresa Daniels	Asst. Finance Director
	Cary Rushing	Asst. Public Works Director
	Luke Wimmer	Accountant
	Wes Schaffer	Emergency Mgt. Coordinator

<b>VISITORS:</b>	Bryon Williamson	Treasa Heuston
	Clay Rice	Julie Wiskey
	Richard Wiskey	John Lee

<b>NEWS MEDIA:</b>	John Lee	Pampa News
--------------------	----------	------------

<b>INVOCATION:</b>	Byron Williamson	Commission Chaplain
--------------------	------------------	---------------------

**PUBLIC COMMENTS:** None

**DISCUSSION ITEM:**

- Community Involvement – Lance DeFever, Mayor
- Budget – Special Revenues & Leased Properties Robin Bailey, Finance Director

**AUTHORIZATIONS BY CITY COMMISSION:**

21-099

1. Consider approving the minutes of the June 14, 2021, Regular Commission Meeting as presented.

A motion was made by Commissioner Searl and Seconded by Commissioner Keough to approve the minutes of the June 14, 2021, Regular Commission Meeting as presented, with each Commission Member voting AYE, the motion carried.

21-100

2. Excuse the absence of Commissioner Bryan Fisher from the June 14, 2021 Regular Commission Meeting.

A motion was made by Commissioner Keough and Seconded by Commissioner Searl to excuse Commissioner Bryan Fisher from the June 14, 2021 Regular Commission Meeting, with each Commission Member voting AYE, the motion carried.



3. Consider adopting Resolution No. R21-023, a Resolution by the City of Pampa approving the second amendment to the Meredith Supply Agreement with Canadian River Municipal Water Authority.

**RESOLUTION NO. R21-023  
A RESOLUTION BY THE CITY OF PAMPA, TEXAS,  
APPROVING THE SECOND AMENDMENT  
TO THE MEREDITH SUPPLY AGREEMENT**

A motion was made by Commissioner Fisher and Seconded by Commissioner Searl to adopt Resolution No. R21-023, a Resolution by the City of Pampa approving the second amendment to the Meredith Supply Agreement with Canadian River Municipal Water Authority, with each Commission Member voting AYE, the motion carried.

4. Consider approving on first reading Resolution No. R21-024, a Resolution by the City Commission approving an Economic Development Agreement and forgivable loan/grant in the amount of \$15,000.00 from the Pampa Economic Development Corporation to Wiskey Business Enterprises, LLC, dba Wiskey Grills.

**RESOLUTION NO. R21-024**

**A RESOLUTION APPROVING ECONOMIC DEVELOPMENT AGREEMENT  
BETWEEN THE PAMPA ECONOMIC DEVELOPMENT CORPORATION AND  
WISKEY BUSINESS ENTERPRISES, LLC dba WISKEY GRILLS AND A LOAN BY  
THE PAMPA ECONOMIC DEVELOPMENT CORPORATION TO WISKEY  
BUSINESS ENTERPRISES, LLC dba WISKEY GRILLS.**

**Clay Rice, PEDC Director, introduced the owners Julie and Richard D. Wiskey to the Commission and explained the project to the Mayor and Commissioners.**

A motion was made by Commissioner Keough and Seconded by Commissioner Fisher to approve on first reading Resolution No. R21-024, a Resolution by the City Commission approving an Economic Development Agreement and forgivable loan/grant in the amount of \$15,000.00 from the Pampa Economic Development Corporation to Wiskey Business Enterprises, LLC dba Wiskey Grills, with each Commission Member voting AYE, the motion carried.

5. Consider adopting on second and final reading Ordinance No. 1753, an Ordinance by the City Commission revising in the Code of Ordinances the definition of Health Officer to include Code Enforcement Officer.

**ORDINANCE NO. 1753**

**AN ORDINANCE OF THE CITY OF PAMPA, TEXAS, PROVIDING THAT  
THE CODE OF ORDINANCES BE AMENDED BY REVISING SECTION  
6.02.002 TO REVISE THE DEFINITION OF HEALTH OFFICER TO INCLUDE  
A CODE ENFORCEMENT OFFICER IN THE DEFINITION OF HEALTH  
OFFICER**

A motion was made by Commissioner Searl and Seconded by Commissioner Fisher to adopt on second and final reading, Ordinance No. 1753, an Ordinance by the City Commission providing that the Code of Ordinances be amended by revising Section 6.02.002 to revise the definition of Health Officer to include a Code Enforcement Officer in the definition of Health Officer, with each Commission Member voting AYE, the motion carried.

6. Consider approving the List of Disbursements dated May 2021.

A motion was made by Commissioner Fisher and Seconded by Commissioner Keough to approve the List of Disbursements dated May 2021, with total Disbursements being \$3,255,105.78 and the amount after balance sheet and income accounts being \$249,255.61, with each Commission Member voting AYE, the motion carried.

**ADJOURNED:**

There being no further business on the agenda, the meeting was adjourned at 4:41 p.m. by Mayor Lance DeFever.

---

Karen L. Price, City Secretary

---

Lance DeFever, Mayor



**CITY OF PAMPA  
AGENDA INFORMATION SHEET**

**AGENDA ITEM: 2**

**ITEM/PROJECT:**

**EXCUSE COMMISSION ABSENCE**

**MEETING DATE:**

**July 12, 2021**

**DESCRIPTION**

**Excuse the absence of Commissioner Brian Doughty from the June 28, 2021 Regular Commission Meeting.**

**STAFF CONTACT:**

**Commission Members**



**CITY OF PAMPA  
AGENDA INFORMATION SHEET**

**AGENDA ITEM: 3**

<b>ITEM/PROJECT:</b>	<b>RESOLUTION NO. R21-024 – PEDC AGREEMENT AND FORGIVABLE LOAN WITH WISKEY BUSINESS ENTERPRISES, LLC.</b>
<b>MEETING DATE:</b>	<b>July 12, 2021</b>
<b>DESCRIPTION</b>	<b>Consider adopting on second and final reading Resolution No. R21-024 a Resolution by the City Commission approving an Economic Development Agreement and forgivable loan/grant in the amount of \$15,000.00 from the Pampa Economic Development Corporation to Wiskey Business Enterprises, LLC, dba Wiskey Grills.</b>
<b>STAFF CONTACT:</b>	<b>Clay, PEDC Executive Director Shane Stokes, City Manager</b>
<b>FINANCIAL IMPACT:</b>	<b>\$15,000</b>
<b>SOURCE OF FUNDS:</b>	<b>PEDC 2020-2021 Operating Budget</b>
<b>START/COMPLETION SCHEDULE:</b>	<b>Resolution R21-024 will take effect after Commission adopts on second and final reading. This project will be funded by the PEDC on July 26, 2021.</b>
<b>RECOMMENDED ACTION:</b>	<b>Staff recommends Commission adopt Resolution No. R21-024 on second and final reading approving the PEDC to enter into an Economic Development Agreement with Wiskey Business Enterprises, LLC.</b>
<b>BACKGROUND/ ADDITIONAL INFORMATION:</b>	<b>Copy of Resolution and Agreement attached.</b>

**RESOLUTION NO. R21-024**

**A RESOLUTION APPROVING ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE PAMPA ECONOMIC DEVELOPMENT CORPORATION AND WISKEY BUSINESS ENTERPRISES, LLC dba WISKEY GRILLS AND A LOAN BY THE PAMPA ECONOMIC DEVELOPMENT CORPORATION TO WISKEY BUSINESS ENTERPRISES, LLC dba WISKEY GRILLS**

---

**WHEREAS**, the Pampa Economic Development Corporation ("PEDC") has presented a request for approval of an Economic Development Agreement ("the Agreement") between PEDC and Wiskey Business Enterprises, LLC dba Wiskey Grills ("Wiskey Grills"); and

**WHEREAS**, the Pampa EDC has presented a request to make a forgivable loan/grant in the amount of \$15,000.00 to Wiskey Business Enterprises, LLC dba Wiskey Grills ("Wiskey Grills") tied to the number of new employees Wiskey Grills hires, as part of the Agreement, upon the terms hereafter set out;

**WHEREAS** the Agreement will further the objectives of the Pampa EDC and will benefit the Pampa EDC and the inhabitants of Pampa, Texas;

**WHEREAS**, the Pampa Economic Development Corporation held a public hearing on June 17, 2021, at which no one spoke in opposition;

**WHEREAS**, the City Commission finds the project will promote new or expanded business enterprises in and near the City of Pampa;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PAMPA, TEXAS, THAT:**

That the Agreement between the Pampa EDC and Wiskey Grills be and it is hereby APPROVED; and

That the Agreement between the Pampa EDC and Wiskey Grills provides as follows:

- 1) The loan is contingent upon Wiskey Grills entering into a retail store lease for a period of not less than one year or the purchase of real property for a store location prior to the distribution of the loan proceeds.
- 2) If all of the contingent conditions have been met, the Pampa EDC shall loan Wiskey Grills the sum of \$15,000.00 for a period not to exceed 60 months from August 26, 2021. Said loan shall bear interest at the rate of 4% per annum, beginning on August 26, 2024. Said loan shall be repaid in monthly installments amortized over a 24-month period, beginning on August 26, 2024 and ending on or before August 26, 2026. Any grants received by Wiskey Grills pursuant to Article IV of the Agreement shall

be credited to the principal balance owing on the loan. The Pampa EDC shall reimburse Wiskey Grills if the grant payments result in an overpayment on the loan. Said note shall be personally guaranteed by Julie Wiskey and Richard D. Wiskey. There is no security interest reserved in the personal property of Wiskey Grills to secure said note.

- 3) Wiskey Grills shall be entitled to a credit on the loan equal to \$2,500.00 per ½ Full Time Employee (½ FTE). A ½ FTE is calculated as \$15,600 of reported net payroll. Partial FTE's shall be rounded down to the nearest ½ FTE. Employee shall not include Julie Wiskey or Richard D. Wiskey. The first forgiveness calculation will be prepared 12 months from the end of the funding quarter. The maximum forgiveness in the first 12-month period shall not exceed \$10,000.00. Any forgiveness in the second and third 12-month periods shall not exceed the remaining principal balance owing on said note.

This Resolution shall take effect immediately from and after its passage at a second separate reading.

This Resolution is read and adopted at meetings that were open to the public and notice of the time, place and purpose of said meetings was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

INTRODUCED, READ AND APPROVED by the City Commission of the City of Pampa, Texas at first reading on the 28<sup>th</sup> day of June 2021.

READ, APPROVED AND ADOPTED by the City Commission of the City of Pampa, Texas at second reading on the 12<sup>th</sup> day of July 2021.

**CITY OF PAMPA**

By: \_\_\_\_\_  
Lance DeFever, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

STATE OF TEXAS           §  
  §  
COUNTY OF GRAY         §

ECONOMIC DEVELOPMENT AGREEMENT

This Economic Development Agreement (“Agreement”) is made by and between the Pampa Economic Development Corporation, a Texas nonprofit corporation, (“Pampa EDC”) and Wiskey Business Enterprises, LLC, doing business as Wiskey Grills (“Company”).

WITNESSETH:

WHEREAS, the Company is starting a retail business selling barbeque grills and accessories located in Pampa, Gray County, Texas.

WHEREAS, the Company wants to increase the number of permanent employees in its business venture.

WHEREAS, the Company had advised the Pampa EDC that a contributing factor that would induce the Company to expand its operations and the number of full-time employees in Pampa, Texas, would be an agreement by the Pampa EDC to provide an economic development loan/grant to the Company based upon the “eligible hours” worked by Company employees in Pampa, Texas.

WHEREAS, the Pampa EDC has adopted programs for promoting economic development; and

WHEREAS, the Development Corporation Act, Article 5190.6 TEX. REV. CIV. STAT. authorizes the Pampa EDC to provide economic development grants suitable for expenditures for the creation or retention of primary jobs.

WHEREAS, the Pampa EDC has determined that making an economic development loan/grant to Company in accordance with this Agreement will further the objectives of the Pampa EDC and will benefit the Pampa EDC and the inhabitants of Pampa, Texas;

NOW THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, the parties agree as follows:

Article I  
Definitions

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

“Pampa EDC” shall mean the Pampa Economic Development Corporation, a Texas nonprofit corporation.

“Company” shall mean Wiskey Business Enterprises, LLC, doing business as Wiskey Grills.

“1/2 Full-time Employee” or “1/2 FTE” shall be calculated as \$15,600 of reported net payroll, not including Julie Wiskey or Richard D. Wiskey.

“Eligible Hours” shall mean hourly-wage employees paid hours worked in Pampa, Texas, during the preceding twelve-month period. The hours attributable to Julie Wiskey or Richard D. Wiskey shall not be considered as “Eligible Hours.”

“Event of Bankruptcy or Insolvency” shall mean the dissolution or termination of a party’s existence as a going business, insolvency, appointment of receiver for any part of such party’s property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such party and such proceeding is not dismissed within ninety (90) days after the filing thereof.

“Force Majeure” shall mean any contingency or cause beyond the reasonable control of a party, including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of the party), fires, explosions or floods, strikes, slowdowns or work stoppages.

“Grant(s)” shall mean economic development grants that in the aggregate do not exceed \$15,000.00.

“Maximum Grant Amount” shall mean \$15,000.00.

“Payment Date” shall mean no later than thirty (30) days following receipt by the Pampa ECD of a valid Payment Request from the Company.

“Payment Request” shall mean a written request from Company to the Pampa ECD for payment of a Grant accompanied by written evidence satisfactory to the Pampa ECD that the Company is entitled to a grant payment.



Article II  
Term

The effective term of this Agreement shall begin 60 days from the public notice published on May 27, 2021, said effective date being August 26, 2021 (the “Effective Date”) and shall continue until August 26, 2026, unless sooner terminated as provided herein.

Article III  
Economic Development Loan

3.1. The Pampa EDC agrees to loan the Company the sum of \$15,000.00 upon the following terms:

- 1) The loan is contingent upon the Company entering into a retail store lease for a period of not less than one year or the purchase of real property for a store location prior to the distribution of the loan proceeds.
- 2) The loan is contingent upon the approval of the Economic Development Agreement between Pampa EDC and Wiskey Business Enterprises, LLC by the Pampa City Commission.
- 3) If all of the contingent conditions have been met, the Pampa EDC shall loan the Company the sum of \$15,000.00 for a period not to exceed 60 months from August 26, 2021. Said loan shall bear interest at the rate of 4% per annum, beginning on August 26, 2024. Said loan shall be repaid in monthly installments amortized over a 24-month period, beginning on August 26, 2024, and ending on or before August 26, 2026. Any grants received by the Company pursuant to Article IV herein shall be credited to the principal balance owing on the loan. The Pampa EDC shall reimburse the Company if the grant payments result in an overpayment on the loan. Said note shall be personally guaranteed by Julie Wiskey and Richard D. Wiskey. There is no security interest reserved in the personal property of Company to secure said note.
- 4) The Company shall be entitled to a credit on the loan equal to \$2,500.00 per ½ Full Time Employee (½ FTE). A ½ FTE is calculated as \$15,600 of reported net payroll. Partial FTEs shall be rounded down to the nearest ½ FTE. Employee shall not include Julie Wiskey or Richard D. Wiskey. The first forgiveness calculation will be prepared 12 months from the end of the funding quarter. The maximum forgiveness in the first 12-month period shall not exceed \$10,000.00. Any forgiveness in the second and third 12-month periods shall not exceed the remaining principal balance owing on said note.
- 5) In the event that the Company defaults on the payment of any obligation or installment due to Pampa Economic Development Corporation under the

terms of the promissory note, Pampa Economic Development Corporation shall have the right to withhold any grant payments owing to Company, under the terms of this Economic Development Agreement between the Pampa Economic Development Corporation and Wiskey Business Enterprises, LLC. Pampa Economic Development Corporation shall have the right to apply any such withheld grant payments to the balance owing on this Note.

The Company shall execute a Promissory Note, in the form of the Promissory Note attached hereto as Exhibit "A".

#### Article IV. Economic Development Grants

4.1 Subject to the Company's continued satisfaction of all the terms and conditions of this Agreement and the obligation of the Company to repay the Grants pursuant to Section VI. hereof, the Pampa EDC agrees to provide the Company with economic development grants (the "Grant(s)") not to exceed in the aggregate the Maximum Grant Amount, for the creation of primary jobs in the city of Pampa, Texas. The Company shall periodically submit a Payment request and employee reports to the Pampa EDC during the term of this Economic Development Agreement, unless this Agreement ends sooner per the terms of this Agreement. Said reports shall show (1) list of all employees (not including Julie Wiskey and Richard D. Wiskey) employed by the Company at Pampa, Texas, with verification of each employee's hiring date; (2) evidence showing the number of "eligible hours" worked in Pampa, Texas, during the preceding twelve-month period; (3) evidence showing the total payroll of all employees employed by the Company at Pampa, Texas. Said reports shall be sworn to and verified for accuracy by Julie Wiskey. Within 30 days of receipt of the Payment Request and employee reports submitted by the Company, the Pampa EDC will pay a grant to Company based upon the following:

- 1) The Company shall be entitled to a credit on the loan equal to \$2,500.00 per ½ Full Time Employee (1/2 FTE). A ½ FTE is calculated as \$15,600 of reported net payroll. Partial FTEs shall be rounded down to the nearest ½ FTE. Employee shall not include Julie Wiskey or Richard D. Wiskey. The first forgiveness calculation will be prepared 12 months from the end of the funding quarter. The maximum forgiveness in the first 12-month period shall not exceed \$10,000.00. Any forgiveness in the second and third 12-month periods shall not exceed the remaining principal balance owing on said note.
- 2) In the event the receipt of any grant results in an overpayment of the Promissory Note, the Pampa EDC shall reimburse the Company.

4.2 The Grants made hereunder shall be paid solely from lawful available funds that have been appropriated by the Pampa EDC. Under no circumstances shall Pampa EDC's obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. Consequently, notwithstanding any other provision

of this Agreement, Pampa EDC shall have no obligation or liability to pay any portion of the Grants unless Pampa EDC appropriates funds to make such payment during the budget year in which the Grant is payable. Further, Pampa EDC shall not be obligated to pay any commercial bank, lender or similar institution for any loan or credit agreement made by the Company. None of the Pampa EDC's obligations under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

## Article V Conditions to Economic Development Grant

The Pampa EDC's obligation to pay the Grants hereunder shall be conditioned upon the Company's compliance and satisfaction of each of the following conditions:

5.1 Company shall, as a condition precedent to the payment of each Grant, provide the Pampa EDC with the applicable Payment Request accompanied by reports, invoices, receipts or other written evidence pertaining to the Company's employees who have worked for the Company in Pampa, Texas. Said written evidence shall include a copy of all employer reports filed with the State of Texas. Further, said reports shall show all employees employed by the Company at Pampa, Texas. Said reports shall be sworn to and verified for accuracy by Wiskey Business Enterprises, LLC.

5.2 During the term of this Agreement, Company shall counsel with Leading Edg at least once each quarter pertaining to business planning and business strategies.

## Article VI Termination

6.1 This Agreement shall terminate upon any one of the following: (1) by written agreement of the parties; (2) Expiration Date; (3) by either party in the event the other party breaches any of the terms or conditions of this Agreement and such breach is not cured within thirty (30) days after written notice thereof; (4) by Pampa EDC, if Company suffers an Event of Bankruptcy or Insolvency; (5) by Pampa EDC, if any taxes or assessments owed to the City or the State of Texas by Company shall become delinquent (provided, however, the Company retains the right to timely and properly protest and contest any such tax or assessment); and (6) by Pampa EDC, if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable; and (7) the singular or collective payment of the Maximum Grant Amount;

## Article VII Miscellaneous

7.1 Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto. This Agreement may not be assigned without the consent of the Pampa EDC.

7.2 Limitation on Liability. It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the parties. It is understood and agreed between the parties that Company, in satisfying the conditions of this Agreement, has acted independently, and Pampa EDC assumes no responsibilities or liabilities to third parties in connection with these actions. Company agrees to indemnify and hold harmless the Pampa EDC from all such claims, suits, and causes of action, liabilities, and expenses, including reasonable attorney's fees, of any nature and whatsoever arising out of the Company's performance of the conditions under this Agreement.

7.3 Authorization. Each party represents that it has full capacity and authority to grant all rights and assume all obligations that it is granted and assumed under this Agreement.

7.4 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below or on the day actually received as set by courier or otherwise hand delivered.

If intended for Pampa EDC:

Attention: President  
Pampa Economic Development Corporation  
P.O. Box 2398  
Pampa, Texas 79066-2398

If intended for Company:

Attention:  
Wiskey Business Enterprises, LLC  
DBA Wiskey Grills  
1513 Williston  
Pampa, TX 79065

7.5 Entire Agreement. This Agreement is the entire Agreement between the parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the parties that in any manner relates to the subject matter of this Agreement.

7.6 Governing Law. The Agreement shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Gray County, Texas.

7.7 Amendment. This Agreement may be amended by the mutual written agreement of the parties.

7.8 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision by added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

7.9 Recitals. The recitals to this Agreement are incorporated herein.

7.10 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

7.11 Exhibits. Any exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

7.12 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

Executed on \_\_\_\_\_. The Effective Date of this Agreement shall be the August 26, 2021.

Pampa Economic Development Corporation

By: \_\_\_\_\_  
Glennette Goode, President

Wiskey Business Enterprises, LLC

By: \_\_\_\_\_  
Julie Wiskey, Manager

Acknowledgement

STATE OF TEXAS       §  
                                  §  
COUNTY OF GRAY     §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2021, by Glennette Goode, in her capacity as President of the Pampa Economic Development Corporation, a Texas nonprofit corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public in and for the State of Texas  
My commission expires: \_\_\_\_\_

Acknowledgement

STATE OF TEXAS       §  
                                  §  
COUNTY OF GRAY     §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2021, by Julie Wiskey.

\_\_\_\_\_  
Notary Public in and for the State of Texas  
My commission expires: \_\_\_\_\_

**Exhibit "A"**  
**Promissory Note**

Date: August 26, 2021

Borrower: Wiskey Business Enterprises, LLC

Borrower's Mailing Address: 1513 Williston, Pampa, Texas 79065

Lender: Pampa Economic Development Corporation, a Texas non-profit corporation

Place for Payment: P.O. Box 2398, Pampa, Texas 79066-2398

Principal Amount: \$15,000.00

Annual Interest Rate: 4%, beginning August 26, 2024

Maturity Date: On or before August 26, 2026

Annual Interest Rate on Matured, Unpaid Amounts: the interest rate on matured, unpaid amounts shall be 10%

Terms of Payment (principal and interest): Said loan shall bear interest at the rate of 4% per annum, beginning on August 26, 2024. Said loan shall be repaid in monthly installments amortized over a 24-month period, beginning on August 26, 2024, and ending on or before August 26, 2026. Any grants received by the Company pursuant to the Economic Development Agreement between Pampa EDC and Wiskey Business Enterprises, LLC, shall be credited to the principal balance owing on the loan. The Pampa EDC shall reimburse the Company if the grant payments result in an overpayment on the loan. Said note shall be personally guaranteed by Julie Wiskey and Richard D. Wiskey.

Borrower promises to pay to the order of Lender the Principal Amount plus interest at the Annual Interest Rate. This note is payable at the Place for Payment and according to the Terms of Payment. All unpaid amounts are due by the Maturity Date. After maturity, Borrower promises to pay any unpaid principal balance plus interest at the Annual Interest Rate on Matured, Unpaid Amounts.

This Note will become immediately due and payable at the option of the Pampa Economic Development Corporation if any of the following actions are taken by or against, or a listed event occurs in connection with Wiskey Business Enterprises, LLC, Borrower:

1. Discontinuation of the barbeque grill and accessory business
2. Insolvency

3. Business failure
4. Appointment of a receiver
5. Assignment for the benefit of creditors
6. Filing of a petition in bankruptcy
7. The commencement of any proceeding under any bankruptcy or insolvency laws or any laws relating to the relief of debtors
8. Default under the terms of an Economic Development Agreement between the Pampa Economic Development Corporation and Wiskey Business Enterprises, LLC

The failure of the Pampa Economic Development Corporation to exercise Pampa Economic Development Corporation's option to accelerate the maturity of this Note will not constitute a waiver of the right to exercise the option to accelerate at any other time.

In the event that Wiskey Business Enterprises, LLC defaults on the payment of any obligation or installment due to Pampa Economic Development Corporation under the terms of this Promissory Note, Pampa Economic Development Corporation shall have the right to withhold any grant payments owing to Wiskey Business Enterprises, LLC under the terms of an Economic Development Agreement between the Pampa Economic Development Corporation and Wiskey Business Enterprises, LLC. Pampa Economic Development Corporation shall have the right to apply any such withheld grant payments to the balance owing on this Note.

If Borrowers default in the payment of this note, Lender may declare the unpaid principal balance, earned interest, and any other amounts owed on the note immediately due. Borrowers waive all demand for payment, presentation for payment, notice of intention to accelerate maturity, notice of acceleration of maturity, protest, and notice of protest, to the extent permitted by law.

Borrowers also promise to pay reasonable attorney's fees and court and other costs if this note is placed in the hands of an attorney to collect or enforce the note. These expenses will bear interest from the date of advance at the Annual Interest Rate on Matured, Unpaid Amounts. Borrowers will pay Lender these expenses and interest on demand at the Place for Payment. These expenses and interest will become part of the debt evidenced by the note and will be secured by any security for payment.

Borrowers may prepay this note in any amount at any time before the Maturity Date without penalty or premium.

Interest on the debt evidenced by this note will not exceed the maximum rate or amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the Principal Amount or, if the Principal Amount has been paid, refunded. On any acceleration or required or permitted prepayment, any excess interest will be canceled automatically as of the acceleration or prepayment or, if the excess interest has already been paid, credited on the Principal Amount or, if the Principal Amount has been paid,



refunded. This provision overrides any conflicting provisions in this note and all other instruments concerning the debt.

When the context requires, singular nouns and pronouns include the plural.

Wiskey Business Enterprises, LLC

By: \_\_\_\_\_  
Julie Wiskey

#### GUARANTY

For value received, we, Julie Wiskey and Richard D. Wiskey, jointly and severally, absolutely and unconditionally guarantee payment of the Promissory Note, dated August 26, 2021, executed by Wiskey Business Enterprises, LLC, payable to Pampa Economic Development Corporation, in the principal amount of \$15,000.00, according to its terms to the same extent as if we were makers of this note. We, jointly and severally, waive all demand and all notices, including notice of intention to accelerate the maturity, notice of acceleration of maturity, notice of nonpayment, presentment for payment, protest, notice of protest, suit, and diligence. We also jointly and severally waive any notice of, and defense based on the extension of time of payment or change in methods of payment and consent to all renewals, extensions, and other adjustments in the manner of payment of this note. This is a guaranty of payment and performance, not of collection, and it is an agreement of guaranty, not of suretyship. We jointly and severally waive all requirements of law, if any, to require that any collection efforts be made against Maker or that any action be brought against Maker before resorting to this guaranty.

Dated August 26, 2021.

\_\_\_\_\_  
Julie Wiskey

\_\_\_\_\_  
Richard D. Wiskey



**CITY OF PAMPA  
AGENDA INFORMATION SHEET**

**AGENDA ITEM: 4**

<b>ITEM/PROJECT:</b>	<b>RESOLUTION NO. R21-025 – EXTEND PAMPA’S DECLARATION OF LOCAL DISASTER ORDER</b>
<b>MEETING DATE:</b>	<b>July 12, 2021</b>
<b>DESCRIPTION</b>	<b>Consider adopting Resolution No. R21-025, a Resolution by the City Commission adopting Executive Order GA-34 and extending to August 9, 2021 the City of Pampa’s Declaration of Local Disaster Order.</b>
<b>STAFF CONTACT:</b>	<b>Shane Stokes, City Manager 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 No. R21-025 will take effect after Commission adopts.</b>
<b>RECOMMENDED ACTION:</b>	<b>Staff recommends Commission adopts Resolution No. R21-025 adopting Executive Order GA-34 and extending the City’s Declaration of Local Disaster Order to August 9, 2021.</b>
<b>BACKGROUND/ ADDITIONAL INFORMATION:</b>	<b>Copy of Resolution No. R21-025 attached.</b>

**RESOLUTION NO. R21-025**

**CITY OF PAMPA, TEXAS**  
**EXTENSION OF DECLARATION OF LOCAL DISASTER**

**WHEREAS**, a novel coronavirus (COVID-19) has been recognized globally as a contagious respiratory virus; 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 March 2, 2021, the Governor of the State of Texas issued Executive Order GA-34, superseding Executive Order GA-32, further expanding the reopening of businesses, activities, nursing homes and related facilities, and services throughout most of Texas; and

**WHEREAS**, the Governor of the State of Texas has stated that there has been a steady decline in hospitalizations and the rate of new COVID-19 cases due to the millions of Texans who have voluntarily been vaccinated, including many within the City of Pampa, the natural immunity of many within the community, improved medical treatments for COVID-19 patients, abundant supplies of testing and personal protective equipment, and Texans' adherence to safe practices like social distancing, hand sanitizing, and use of face coverings; and

**WHEREAS**, the Texas Department of State Health Services has notified the counties that comprise Trauma Service Area A, which includes Gray County, that the hospitalization rate has been consistently below five percent (5%) over the past week; and

**WHEREAS**, effective March 10, 2021, Executive Order GA-34 opened all businesses in trauma service regions that are not considered areas of high hospitalization to 100% capacity and removes any mandatory mask wearing; 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 July 12, 2021; and

**WHEREAS**, due to the improving and evolving circumstances and the desire of the City of Pampa to continue to safely re-open businesses in the City of Pampa, improve local economic conditions while still maintaining the ability to protect against COVID-19 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 Governor's Executive Order GA-34 are hereby

adopted and the Mayoral Declaration of Local Disaster initially signed and executed by the Mayor on March 17, 2020 and extended by the City Commission is renewed and extended to the extent it does not directly conflict with this resolution.

**SECTION 3.** 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 4.** That all individuals are strongly encouraged to wear face coverings over the nose and mouth wherever it is not feasible to maintain six feet of social distancing from another person not in the same household and businesses or other establishments may, but are not ordered, to require employees or customers to follow additional hygiene measures, including the wearing of a face covering.

**SECTION 5.** This Resolution shall go into effect immediately upon approval and continue until 11:59 p.m., Monday, August 9, 2021, unless renewed, extended, amended or cancelled by the Mayor or City Commission of the City of Pampa.

**SECTION 6.** This resolution and order authorizes the Mayor, pursuant to applicable provisions of Texas Government Code Chapter 418 and Texas Health and Safety Code § 122.006, on behalf of the City of Pampa, to take any actions necessary to promote health and suppress the COVID-19 virus, including 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, and insuring compliance for those who do not comply with the City's rules and directives.

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

**SECTION 8.** That to the extent this resolution conflicts with the Governor's Executive Order GA-34, GA-34 controls and the Mayor may comport and amend this resolution and order and any subsequent order to be consistent with Executive Order GA-34, or any applicable executive order that may be issued by the Governor of the State of Texas.

**SECTION 9.** 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 12<sup>th</sup> day of July, 2021.

**CITY OF PAMPA**

By: \_\_\_\_\_  
Lance DeFever, Mayor

**ATTEST:**

---

Karen L. Price, City Secretary

**APPROVED AS TO FORM:**

---

Bryan J. Guymon, City Attorney



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

### **AGENDA ITEM: 5**

<b>ITEM/PROJECT:</b>	<b>RESOLUTION NO. R21-026 – REAPPOINTING JERRY CARLSON TO THE CRMWA BOARD OF DIRECTORS</b>
<b>MEETING DATE:</b>	<b>July 12, 2021</b>
<b>DESCRIPTION</b>	<b>Consider adopting Resolution No. R21-026, a Resolution by the City Commission reappointing Jerry Carlson to a two (2) year term on the Canadian River Municipal Water Authority (CRMWA) Board of Directors.</b>
<b>STAFF CONTACT:</b>	<b>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>Jerry Carlson’s term will be effective August 1, 2021 and will expire July 31, 2023.</b>
<b>RECOMMENDED ACTION:</b>	<b>Staff recommends Commission adopt Resolution No. R21-026 as presented.</b>
<b>BACKGROUND/ ADDITIONAL INFORMATION:</b>	<b>Copy of Resolution and Certification of Director attached.</b>

**RESOLUTION NO. R21-026**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAMPA, TEXAS REAPPOINTING JERRY CARLSON AS A MEMBER OF THE BOARD OF DIRECTORS TO THE CANADIAN RIVER MUNICIPAL BOARD OF DIRECTORS FOR A TWO-YEAR TERM BEGINNING AUGUST 1, 2021 AND ENDING JULY 31, 2023.**

**ON THIS**, the 12th day of July 2021, the City Commission of the City of Pampa, Texas met in regular session with \_\_\_\_ members present, when among other business transacted, the following action was taken:

The Mayor introduced the following Resolution:

**WHEREAS**, the City Commission of this City heretofore elected Jerry Carlson as a member of the Board of Directors of the CANADIAN RIVER MUNICIPAL WATER AUTHORITY for the term ending 07/31/2021, pursuant to the provisions of Chapter 243 of the Laws passed by the Regular Session of the Texas Legislature in 1953, as amended, and;

**WHEREAS**, such office has now become vacant by reason of ending of previous term, and

**WHEREAS**, in the performance of its duty to do so under said Law, this City Commission desires to officially elect a person qualified to fill the vacancy occasioned as aforesaid, therefore,

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PAMPA, TEXAS THAT:**

1. That **Jerry Carlson**, a qualified voter and a property-owning taxpayer of the City of Pampa who is not a member of the governing body or an employee of said City, be and is hereby elected to the Board of Directors of the **CANADIAN RIVER MUNICIPAL WATER AUTHORITY** for the term beginning 08/01/2021 and ending 07/31/2023.
2. The director elected as a foresaid shall be certified to the Board of Directors of the **CANADIAN RIVER MUNICIPAL WATER AUTHORITY** by the Mayor of this City and shall otherwise qualify in the manner prescribed by the above-mentioned law relating to said Authority.

The above Resolution having been read, the motion of Commissioner for its passage was duly seconded by Commissioner. Thereupon, the Mayor put the motion to vote by the City Commission and the motion carried by the following vote:

AYE \_\_\_\_\_

NO \_\_\_\_\_

The Mayor declared the motion carried and Resolution R21-026 adopted.

**PASSED AND APPROVED** this 12th day of July 2021.

CITY OF PAMPA, TEXAS

By: \_\_\_\_\_  
Lance DeFever, Mayor

ATTEST:

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

**THE STATE OF TEXAS**

**CITY OF PAMPA**

**COUNTY OF GRAY**

I, the undersigned, City Secretary of the City of Pampa, Texas, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of a Resolution of the City of Pampa of said City passed and adopted on the 18<sup>th</sup> day of July, 2019, as same appears of record in Book \_\_\_\_\_, Page \_\_\_\_\_ et seq., of the Minutes of said City.

WITNESS MY HAND AND SEAL OF THE CITY OF PAMPA, TEXAS, this \_\_\_\_\_ day of July 2021.

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



# CERTIFICATION OF DIRECTOR

THE STATE OF TEXAS

CITY OF PAMPA

COUNTY OF GRAY

I, **Lance DeFever**, Mayor of the City of Pampa, Texas, DO HEREBY CERTIFY THAT **Jerry Carlson**, a qualified voter and property owning taxpayer of the City of Pampa, Texas, and who is not a member of the governing body or an employee of such city, has been elected to the Board of Directors of the CANADIAN RIVER MUNICIPAL WATER AUTHORITY to serve to the date when his successor is elected or appointed and qualified, pursuant to **RESOLUTION NO. R21-026** duly passed and adopted by the City Commission of said City on the **12th day of July, 2021.**

IN WITNESS WHEREOF, I have hereunto set my hand officially and affixed the seal of the City of Pampa, Texas, this the 12<sup>th</sup> day of July, 2021.

CITY OF PAMPA, TEXAS

Signed: \_\_\_\_\_  
Lance DeFever, Mayor

(CITY SEAL)

ATTEST:

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



**CITY OF PAMPA  
AGENDA INFORMATION SHEET**

**AGENDA ITEM: 6**

**ITEM/PROJECT:**

**EXECUTIVE SESSION – PERSONNEL MATTERS AND  
CONSULTATION WITH ATTORNEY**

**MEETING DATE:**

**July 12, 2021**

**DESCRIPTION**

**EXECUTIVE SESSION: The City Commission will convene into closed session in accordance with Texas Government Code, Subchapter D, Section 551.074 – Personnel Matters and Section 551.071 – Consultation with Attorney to discuss:**

- **Community Involvement Committee  
Member Appointments**
- **Pending or Contemplated Litigation**

**RECONVENE: The City Commission will reconvene into open session with or without action taken.**

**STAFF CONTACT:**

**Commission Members  
Shane Stokes, City Manager  
Bryan Guymon, City Attorney**