PLEDGE OF ALLEGIANCE TO TEXAS FLAG

“HONOR THE TEXAS FLAG; I PLEDGE ALLEGIANCE TO THEE; TEXAS, ONE STATE UNDER GOD, ONE AND INDIVISIBLE."
CITY OF PAMPA  
CITY COMMISSION AGENDA  
REGULAR MEETING

John Studebaker, Commissioner Ward 1  Brad Pingel, Mayor  Richard Morris, City Manager  
Chris Porter, Commissioner Ward 2  Karen Price, City Secretary  
Robert Dixon, Commissioner Ward 3  Leland Waters, City Attorney  
Karen McLain, Commissioner Ward 4  Shane Stokes, Asst. City Manager  

Notice is hereby given of a **REGULAR MEETING** of the City Commission of the City of Pampa, Texas to be held on **TUESDAY, MARCH 12, 2013 at 4:00 p.m.** at City Hall – City Commission Chamber, Third 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.

**CALL TO ORDER**

**INVOCATION**

**PLEDGE OF ALLEGIANCE**

**PLEDGE 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, the City Staff and City Commission Members 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.

**AUTHORIZATIONS BY CITY COMMISSION:**

1. Consider approving the minutes of the March 1, and March 5, 2013 Special City Commission Meetings as presented.

2. Excuse the absence of Commissioners Robert Dixon and Karen McLain from the March 1, 2013 Special City Commission meeting.

3. Consider adopting on second and final reading Ordinance No. 1589, an Ordinance of the City of Pampa amending Section 3 of Ordinance No. 690 rezoning from Single-Family 3 to Commercial District, property located at South 59.26 feet of Lot 30, Block 2, Lavender Addition, commonly known as 908 S. Wells.

5. Consider entering into a Contract for Election Services with Gray County, Texas for all Joint Elections in Calendar Year 2013.

ADJOURNMENT

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, MARCH 8, 2013 BEFORE 5:00 P.M. and remain so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Karen L. Price, City Secretary

ASSESSIBILITY STATEMENT

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

AGENDA REMOVAL NOTICE

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

Date: _______________________________  Time: __________________

By: ____________________________________________
# AGENDA ITEM NO. 1

**ITEM/PROJECT:** MINUTES  

**MEETING DATE:** March 12, 2013  

**DESCRIPTION:** Consider approving the minutes of the March 1, and March 5, 2013 Special City Commission Meetings as presented.  

**STAFF CONTACT:** Karen Price  

**FINANCIAL IMPACT:** N/A  

**SOURCE OF FUNDS:** N/A  

**START/COMPLETION SCHEDULE:**  

**RECOMMENDED ACTION:** Approve minutes as presented  

**BACKGROUND/ADDITIONAL INFORMATION:** Minutes attached
MINUTES OF THE
CITY COMMISSION OF THE CITY OF PAMPA, TEXAS
SPECIAL MEETING
FRIDAY, MARCH 1, 2013

CALL TO ORDER: Mayor Brad Pingel at 12:00 p.m.

PRESENT: Brad Pingel Mayor
          John Studebaker Commissioner
          Chris Porter Commissioner

ABSENT: Robert Dixon Commissioner
        Karen McLain Commissioner

STAFF: Richard Morris City Manager
       Leland Waters City Attorney
       Karen Price City Secretary
       Robin Bailey Finance Director
       Donny Hooper Public Works Director
       Kelly Rushing Chief of Police
       Kim Powell Fire Chief
       Jil Arias Engineer in Training
       Gayla Pickens Asst. Finance Director
       Ed Turner Streets & Parks Superintendent
       Terry Brown Streets & Parks Crew Leader

VISITORS: None

NEWS MEDIA: Sasha Heller Pampa News

PUBLIC COMMENTS: None

AUTORIZATIONS BY COMMISSION:

13-026

1. Consider adopt on second and final reading Ordinance No. 1587, an Ordinance of the City of Pampa validating Petition filed on December 26, 2012 to call local option liquor election; ordering and providing notice of General Election to elect a Mayor and Commissioners for Ward 1 and Ward 3; ordering and providing notice of Special Election to submit the Proposition to legalize within the corporate limits of the City of Pampa the sale of mixed beverages in restaurants by food and beverage certificate holders only.

ORDINANCE NO. 1587

AN ORDINANCE ORDERING AND PROVIDING NOTICE OF A GENERAL ELECTION FOR THE CITY OF PAMPA, TEXAS, TO BE HELD ON THE 11TH DAY OF MAY, 2013, FOR THE PURPOSE OF ELECTING A MAYOR AND A COMMISSIONER FOR WARD 1 AND FOR WARD 3; VALIDATING THE PETITION FILED ON DECEMBER 26, 2012 TO CALL AN ELECTION TO LEGALIZE WITHIN THE CORPORATE LIMITS OF THE CITY OF PAMPA, GRAY COUNTY, TEXAS, THE SALE OF MIXED BEVERAGES IN RESTAURANTS BY FOOD AND BEVERAGE CERTIFICATE HOLDERS ONLY; ORDERING AND PROVIDING NOTICE OF A SPECIAL ELECTION ON THE 11TH DAY OF MAY, 2013 TO SUBMIT TO THE QUALIFIED VOTERS OF THE CITY OF PAMPA, TEXAS, THE PROPOSITION TO LEGALIZE WITHIN THE CORPORATE LIMITS OF THE CITY OF PAMPA, GRAY COUNTY, TEXAS, THE SALE OF MIXED BEVERAGES IN RESTAURANTS BY FOOD AND BEVERAGE CERTIFICATE HOLDERS ONLY; PROVIDING FOR EARLY VOTING BY PERSONAL APPEARANCE; PROVIDING FOR THE ESTABLISHMENT OF POLLING PLACES; PROVIDING FOR A CONTRACT FOR ELECTION SERVICES WITH GRAY COUNTY, PROVIDING FOR CERTAIN JOINT ELECTION ARRANGEMENTS; PROVIDING FOR A JOINT ELECTION
AGREEMENT WITH THE PAMPA INDEPENDENT SCHOOL DISTRICT; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS, FOR SEVERABILITY, FOR PROPER NOTICE AND MEETING, AND FOR AN EFFECTIVE DATE.

A motion was made by Commissioner Studebaker and Seconded by Commissioner Porter to adopt on second and final reading Ordinance No. 1587, an Ordinance of the City of Pampa, in said Ordinance the City Commission found that a Petition to call local option election on the Proposition to legalize within the corporate limits of the City the sale of mixed beverages in restaurants by food and beverage certificate holders only was filed with the office of the City Secretary on December 26, 2012; that said Petition was lawful and valid and in compliance with Section 501.031 and 501.032 of the Texas Election Code in that the Petition bears the actual signatures of 1321 qualified voters of the City, which is at least 35% of the registered voters in the City who voted in the most recent gubernatorial election; that a Special election should be called to submit said Proposition to the voters; and that said Petition shall be recorded in the Minutes which shall reflect, in accordance with Section 501.033 of the Texas Election Code, the date said Petition was filed with the City Secretary, reference to the names of the signers, and the action taken with respect to the Petition. Reference is hereby made to Petition on file with the office of the City Secretary for a complete list of the signers’ names; and ordering and providing notice of Election to elect a Mayor and Commissioners for Ward 1 and Ward 3, with each Commission Member voting AYE, the motion carried.

ADJOURNMENT

There being no further business on the agenda, the meeting was adjourned at 12:03 p.m. by Mayor Brad Pingel.

Karen L. Price, City Secretary Brad Pingel, Mayor
MINUTES OF THE
CITY COMMISSION OF THE CITY OF PAMPA, TEXAS
PUBLIC HEARINGS/SPECIAL MEETING
TUESDAY, MARCH 5, 2013

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

PRESENT: Brad Pingel Mayor
John Studebaker Commissioner
Chris Porter Commissioner
Robert Dixon Commissioner
Karen McLain Commissioner - Arrived at 4:05 p.m.

ABSENT: Leland Water City Attorney

STAFF: Richard Morris City Manager
Shane Stokes Asst. City Manager
Karen Price City Secretary
Donny Hooper Public Works Director
Robin Bailey Finance Director
Kelly Rushing Chief of Police
Kim Powell Fire Chief
Jil Arias Engineer in Training
Douglas Stawarski Building Official
Gayla Pickens Asst. Finance Director
Ed Turner Streets & Parks Superintendent
Terry Brown Streets & Parks Crew Leader

VISITORS: Lynn Hancock Briarwood Church
Clay Rice PEDC
Antonio Jara
Edward Losoya

NEWS MEDIA: Mike Ehrle KGRO

INVOCATION: Lynn Hancock, Pastor Briarwood Church

PLEDGE OF ALLEGIANCE

PLEDGE ALLEGIANCE TO TEXAS FLAG

PUBLIC HEARING: The City Commission of the City of Pampa, Texas will conduct a Public Hearing for the purpose of hearing public comments concerning the following request: Edward Losoya requests to rezone the South 59.26’ of Lot 30, Block 2, Lavender Addition, more commonly known as 908 S. Wells, from Residential SF-3 to Commercial. The applicant proposes to establish a landscaping business along with a nursery. Public comments on the proposed rezoning are welcome and will be heard.

13-027

Mayor Pingel opened the Public Hearing at 4:02 p.m. Mayor Pingel asked Donny Hooper, Public Works Director to give an overview of the rezoning request. Following the overview, the applicant Edward Losoya spoke concerning his intentions for the property if the re-zoning is approved. Mayor Pingel asked if there was anyone present that wanted to speak concerning the proposed zoning change, there being no one, Mayor Pingel called for a motion to close the Public Hearing, a Motion was made by Commissioner Dixon and Seconded by Commissioner Studebaker to closed the Public Hearing at 4:06 p.m., with each Commission Member voting AYE, the motion carried.

PUBLIC COMMENTS: NONE
SPOTLIGHT RECOGNITION:

► Dr. David Young, Superintendent of the Pampa Independent School District thanked Donny Hooper and the Public Works Departments for the time and work they did for the PISD removing snow after the blizzard.

REPORTS:

► 2012 Racial Profiling – Kelly Rushing, Chief of Police

AUTHORIZATIONS BY COMMISSION:

13-028

1. Consider approving the minutes of the February 12, 2013 regular City Commission Meeting as presented.

A motion was made by Commissioner Studebaker and Seconded by Commissioner Dixon to approve the minutes of the February 12, 2013 regular City Commission Meeting as presented, with each Commission Member voting AYE, the motion carried.

13-029

2. Consider adopting on second and final reading Ordinance No. 1588, an Ordinance of the City of Pampa, amending fees for RV Sites and Group Shelter at Recreation Park.

ORDINANCE NO. 1588

AN ORDINANCE OF THE CITY OF PAMPA, TEXAS, PROVIDING THAT ITS CODE OF ORDINANCES BE AMENDED BY REVISING ARTICLE 1.09 PARKS AND RECREATION, DIVISION 3 RECREATION PARK, PROVIDING FOR INCREASED NUMBER OF CONSECUTIVE DAYS USAGE, PROVIDING FOR INCREASED FEES, AND PROVIDING FOR AN EFFECTIVE DATE.

A motion was made by Commissioner Dixon and Seconded by Commissioner Studebaker to adopt on second and final reading Ordinance No. 1588, an Ordinance of the City of Pampa, amending fees for RV Sites and Group Shelter at Recreation Park, with each Commission Member voting AYE, the motion as carried.

13-030

3. Consider approving on first reading Ordinance No. 1589, an Ordinance of the City of Pampa amending Section 3 of Ordinance No. 690 rezoning from Single-Family 3 to Commercial District, property located at south 59.26 feet of Lot 30, Block 2, Lavender Addition, commonly known as 908 S. Wells.

ORDINANCE NO. 1589

AN ORDINANCE OF THE CITY OF PAMPA, TEXAS, AMENDING SECTION 3 OF ORDINANCE NO. 690 (APPENDIX A TO THE CODE OF ORDINANCES, CITY OF PAMPA, TEXAS), PASSED AND APPROVED ON APRIL 8, 1969, CHANGING FROM A SINGLE-FAMILY 3 DISTRICT AND PLACING IN A COMMERCIAL DISTRICT THE SOUTH 59.26 FEET OF LOT 30, BLOCK 2, LAVENDER ADDITION TO THE CITY OF PAMPA, GRAY COUNTY, TEXAS, AND PROVIDING FOR EFFECTIVE DATE.

A motion was made by Commissioner Dixon and Seconded by Commissioner Studebaker to approve on first reading Ordinance No. 1589, an Ordinance of the City of Pampa amending Section 3 of Ordinance No. 690 rezoning from Single-Family 3 to Commercial District, property
located at south 59.26 feet of Lot 30, Block 2, Lavender Addition, commonly known as 9078 S. Wells, with each Commission Member voting AYE, the motion carried.

13-031

4. Consider approving an amendment to the City of Pampa’s Fund Balance Policy.
A motion was made by Commissioner Porter and Seconded by Commissioner McLain approving an amendment to the City of Pampa’s Fund Balance Policy, with each Commission Member voting AYE, the motion as carried.

13-032

5. Consider authorizing the City Manager to execute Change Order #2 for the Pampa Animal Welfare Facility Construction.
A motion was made by Commissioner Studebaker and Seconded by Commissioner Porter authorizing the City Manager to execute Change Order #2 in the amount of $739.00 for the Pampa Animal Welfare Facility Construction, with each Commission Member voting AYE, the motion carried.

13-033

A motion was made by Commissioner McLain and Seconded by Commissioner Studebaker to approve the List of Disbursements dated January 31, 2013, with total disbursements being $1,890,658.69 and the amount after balance sheet and income accounts being $936,896.97, each Commission Member voting AYE, the motion carried.

13-034

7. EXECUTIVE SESSION: The City Commission convened into closed session at 4:21 p.m. in accordance with Texas Government Code Subchapter D, Section 551.074-PERSONAL MATTERS:

• City Manager’s Evaluation

RECONVENE: The City Commission reconvened into open session at 5:55 p.m. with the following action:

A motion was made by Commissioner Dixon and Seconded by Commissioner Studebaker to authorize Mayor Pingel to negotiate a two year contract with Richard Morris for City Manager Services for the City of Pampa, with each Commission Member voting AYE, the motion carried.

ADJOURNMENT

There being no further business on the agenda, the meeting was adjourned at 5:57 p.m. by Mayor Brad Pingel.

Karen L. Price, City Secretary Brad Pingel, Mayor
AGENDA ITEM NO. 2

ITEM/PROJECT: EXCUSE ABSENCE

MEETING DATE: March 12, 2013

DESCRIPTION: Excuse the absence of Commissioners Robert Dixon and Karen McLain from the March 1, 2013 Special City Commission meeting.

STAFF CONTACT:

FINANCIAL IMPACT: N/A

SOURCE OF FUNDS: N/A

START/COMPLETION SCHEDULE: N/A

RECOMMENDED ACTION: Excuse Commission absence.

BACKGROUND/ADDITIONAL INFORMATION:
AGENDA ITEM NO. 3

ITEM/PROJECT: ORDINANCE NO. 1589 - REZONING

MEETING DATE: March 12, 2013

DESCRIPTION: Consider adopting on second and final reading Ordinance No. 1589, an Ordinance of the City of Pampa amending Section 3 or Ordinance No. 690 rezoning from Single-Family 3 to Commercial District, property located at South 59.26 feet of Lot 30, Block 2, Lavender Addition, commonly known as 908 S. Wells.

STAFF CONTACT: Jildardo Arias

FINANCIAL IMPACT: N/A

SOURCE OF FUNDS: N/A

START/COMPLETION SCHEDULE: This Ordinance shall be effective upon its adoption.

RECOMMENDED ACTION: Adopt Ordinance No. 1589 on second and final reading.

BACKGROUND/ADDITIONAL INFORMATION: Ordinance No. 1589 attached.
ORDINANCE NO. 1589

AN ORDINANCE OF THE CITY OF PAMPA, TEXAS, AMENDING SECTION 3 OF ORDINANCE NO. 690 (APPENDIX A TO THE CODE OF ORDINANCES, CITY OF PAMPA, TEXAS), PASSED AND APPROVED ON APRIL 8, 1969, CHANGING FROM A SINGLE-FAMILY 3 DISTRICT AND PLACING IN A COMMERCIAL DISTRICT THE SOUTH 59.26 FEET OF LOT 30, BLOCK 2, LAVENDER ADDITION TO THE CITY OF PAMPA, GRAY COUNTY, TEXAS, AND PROVIDING FOR EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PAMPA, TEXAS:

Section 1.

That Section 3 of Ordinance No. 690 passed and approved by the City of Pampa, Texas, the 8th day of April, 1969 (Appendix A to the Code of Ordinances, City of Pampa, Texas) is hereby amended so that the following described property shall be, and it is hereby, changed from a Single-Family 3 District and placed in a Commercial District, to-wit:

The South 59.26 feet of Lot 30, Block 2, Lavender Addition to the City of Pampa, Gray County, Texas, according to the duly recorded map or plat thereof.

Section 2.

This ordinance shall be effective upon its final reading and passage as provided by law.

INTRODUCED, PASSED, and APPROVED on its first reading this 5th day of March, 2013.

INTRODUCED, PASSED and APPROVED on its second and final reading this _____ day of March, 2013

CITY OF PAMPA, TEXAS

By: _______________________________
Brad Pingel, Mayor

ATTEST:

__________________________________
Karen L. Price, City Secretary

APPROVED AS TO FORM:

__________________________________
Leland W. Waters, City Attorney
AGENDA ITEM NO. 4

ITEM/PROJECT: JOINT ELECTION AGREEMENT WITH PISD

MEETING DATE: March 12, 2013

DESCRIPTION: Consider entering into a Joint Election Agreement with the Pampa Independent School District for the May 11, 2013 General and Special Elections.

STAFF CONTACT: Leland Waters
Karen Price

FINANCIAL IMPACT: N/A

SOURCE OF FUNDS: N/A

START/COMPLETION SCHEDULE: Agreement is effective for the May 11, 2013 Elections only.

RECOMMENDED ACTION: Approve agreement with the PISD for Election services.

BACKGROUND/ADDITIONAL INFORMATION: Agreement attached.
JOINT ELECTION AGREEMENT
BETWEEN
THE PAMPA INDEPENDENT SCHOOL DISTRICT
AND
THE CITY OF PAMPA, TEXAS
FOR JOINT ELECTIONS IN CALENDAR YEAR 2013

The Pampa Independent School District (the "District") and the City of Pampa, Texas (the "City") (together the "Parties"), enter into the following agreement for the purpose of establishing the mutual responsibilities of the Parties for conducting joint elections:

RECATALS

WHEREAS, Texas Election Code § 271.002(a) authorizes the governing bodies of political subdivisions to enter into an agreement to hold joint elections in election precincts that can be served by common polling places; and,

WHEREAS, the Pampa Independent School District and the City of Pampa are political subdivisions of the State of Texas; and,

WHEREAS, Texas Education Code §11.0581(a) requires that an election for trustees of an independent school district be held on the same date as the election for the members of the governing body of a municipality located in the school district or the general election for state and City officers; and,

WHEREAS, Texas Education Code §11.0581(b) requires that District trustee elections under §11.0581(a) be conducted jointly, in accordance with Chapter 271 of the Election Code, with a municipality located in the school district or a City conducting its general election; and,

WHEREAS, the City is a municipality located at least partially within the District; and,

WHEREAS, May 11, 2013 is a uniform Election Date under Texas Election Code §41.001 ("Election Day"); and,

WHEREAS, the Pampa City Commission conducts its elections on the May Uniform Election Date; and,

WHEREAS, the Pampa Independent School District’s Board of Trustees conducts its elections on the May Uniform Election Date; and,

WHEREAS, the governing bodies of the District and the City desire to hold a joint election for their respective upcoming May elections as set forth in this Joint Election Agreement ("Agreement") and in that certain Contract for Election Services
With Gray County, Texas For All Joint Elections In Calendar Year 2013 ("Contract for Election Services"); and,

WHEREAS, the City and the District serve electors within the same territory, and it would be to the benefit of the City, the District, and the citizens and voters thereof, to hold elections jointly in the election precincts that can be served by common polling places insofar as possible.

NOW, THEREFORE, in consideration of and subject to the following terms and provisions, the Joint Election Agreement set forth below is entered into by and between the City, acting by and through its City Commission, and the District, acting by and through its Board of Trustees:

1. Scope

   a. This Agreement covers the conduct of the City’s and the District’s elections, to be held on May 11, 2013 jointly for the voters in City of Pampa and the Pampa Independent School District.

2. Legal Documents

   a. The Parties shall each be responsible for the preparation, adoption, and publication (including bilingual publications) of their respective required elections orders, notices, and any other pertinent documents required by law, unless otherwise set forth herein.

   b. The Parties shall each be responsible for preparation of their respective pre-clearance submissions to the Department of Justice, as required by the Civil Rights Act.

3. Polling Places

   a. Election Day voting shall be held at the following joint polling place: M.K. Brown Memorial Auditorium, 1000 N. Sumner, Pampa, Texas.

   b. Early voting by personal appearance shall be conducted jointly at: Pampa City Hall, 200 W. Kingsmill St., Main Floor Room 202, Pampa, Texas 79065.

   c. It is the responsibility of the City to ensure that Early and Election Day polling places comply with current accessibility standards as set forth in the Americans with Disabilities Act and any state or local laws or ordinances.
4. **Early Voting**

   a. The City Secretary shall serve as the Early Voting Clerk and shall designate City Hall, 200 W. Kingsmill, Pampa, Texas as the main Early Voting polling place and be responsible for the conduct of early voting.
   
   b. Early voting by personal appearance shall be conducted jointly at the location identified in section 4(a) above.
   
   c. The District’s applications for early voting by mail shall be sent to City Secretary, 200 W. Kingsmill, Pampa, Texas 79065.

5. **Canvassing, Recounts and Records Retention**

   a. Canvassing shall be conducted separately.
   
   b. Recounts, if needed, shall be conducted separately.
   
   c. Each Party will be responsible for the retention of their respective records, in accordance with the Texas Election Code.
   
   d. An executed copy of this Agreement shall be preserved by each party for the period for preserving the precinct election records, as required by Texas Election Code §271.002(e).

6. **Contract for Election Services With Gray County**

   The Parties have each authorized the Gray County Elections Administrator to conduct and supervise the joint election as set out in Contract for Election Services. Said Contract for Election Services shall take priority over this Agreement with respect to the matters set forth in said contract and nothing set forth herein shall be deemed to modify or amend any conflicting provisions in said Contract for Election Services.

7. **Miscellaneous Provisions**

   a. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Gray County, Texas.

   b. In the event 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 any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

   c. The Parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.

   d. Either Party may terminate its participation in this agreement by tendering written notice to the other Party.
e. The waiver by any party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach.

f. Any amendment of this Agreement shall be of no effect unless in writing and signed by both Parties hereto.

g. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes.

EXECUTED in duplicate originals this the _____ day of ________________, 2013.

CITY OF PAMPA, TEXAS

By: __________________________
    Brad Pingel, Mayor

ATTEST:

Karen L. Price, City Secretary

APPROVED AS TO FORM:

Leland W. Waters, City Attorney

PAMPA INDEPENDENT SCHOOL DISTRICT

By: __________________________
    Lee Porter, President, Board of Trustees

ATTEST:

Dana Terry, Secretary, Board of Trustees

APPROVED AS TO FORM:

2/28/2013
AGENDA ITEM NO. 5

ITEM/PROJECT: JOINT ELECTION CONTRACT WITH GRAY COUNTY

MEETING DATE: March 12, 2013

DESCRIPTION: Consider entering into a Contract for Election Services with Gray County, Texas for all Joint Elections in Calendar Year 2013.

STAFF CONTACT: Leland Waters
Karen Price

FINANCIALIMPACT: Cost of Election plus 10% Administrative Fee

SOURCE OF FUNDS: Operating Budget

START/COMPLETION SCHEDULE: Contract will be effective for the 2013 calendar year.

RECOMMENDED ACTION: Approve Contract.

BACKGROUND/ADDITIONAL INFORMATION: Contract attached.
THE STATE OF TEXAS §

COUNTY OF GRAY §

CONTRACT FOR ELECTION SERVICES WITH GRAY COUNTY, TEXAS FOR ALL JOINT ELECTIONS IN CALENDAR YEAR 2013

THIS CONTRACT made by and between GRAY COUNTY, TEXAS, acting by and through Karen Goodman, Gray County Elections Administrator, hereinafter referred to as “The Elections Administrator” (who has been duly qualified and bonded as provided for under law) and the CITY OF PAMPA, a governmental entity organized under the laws of the State of Texas, hereinafter referred to as the “Entity” and by the authority of Section 31.092(a) of the Texas Election Code for the conduct and supervision of the Entity’s elections called during Calendar Year 2013. The Entity joins with Gray County, Texas to conduct a joint election, as may be expressed by order, resolution or other official action of the governmental unit.

RECITALS

Any elections held by the Entity will be at the expense of the Entity. In the case of joint elections, common expenses will be divided between the parties pro rata, based on the number of registered voters in each Entity’s jurisdiction.

The election precincts of the Entity, which lie within the jurisdictional limits of Gray County (the “County”), have been established and may be re-established by the Entity as its election precincts pursuant to Section 42.061 of the Texas Election Code.

The County owns the Hart InterCivic E-Slate and E-Scan electronic voting system which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and the Entity desires to use the County’s electronic voting system in its election and to compensate the County for such use.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, IT IS AGREED as follows:

I. ADMINISTRATION

The Gray County Elections Administrator shall assist, coordinate, supervise, and handle all aspects of administering the election as provided in this Contract in a manner consistent with all relevant laws, codes, rules and regulations, including, without limitations, those functions set forth in Exhibit A. The Entity agrees to pay the Gray County Elections Administrator for equipment, supplies, services, and administrative costs as provided in this Contract. The Gray County Elections Administrator shall serve as the administrator for the election; however, the Entity shall remain responsible for the lawful conduct of its election as regards those functions reserved to the Entity set forth in Exhibit A, as regards such additional administrative functions as the Entity may otherwise undertake to perform, and any functions which cannot be lawfully delegated to the Gray County
Elections Administrator. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of the Entity; however, it shall be the responsibility of the Entity to obtain whatever legal opinion(s) it deems necessary, from the Entity’s chosen legal counsel and at the Entity’s sole cost and expense. The Gray County Elections Administrator will not provide legal advice to the Entity.

II. LEGAL DOCUMENTS

The Entity shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or its governing bodies.

Preparation of the necessary bilingual materials for notices and the language of the official ballot shall also be the responsibility of the Entity; however, the Gray County Elections Administrator will provide assistance if requested. The Entity shall provide a copy of its election order and notice to the Gray County Elections Administrator no later than sixty (60) days prior to Election Day.

The Gray County Elections Administrator will assist the Entity in preparing and filing the submission, if any is required or desired, to the United States Department of Justice, pursuant to the Voting Rights Act of 1965, as amended; however, the Entity shall remain legally responsible for that submission.

III. VOTING LOCATIONS

It is agreed that Election Day voting shall be held at the locations shown in the Election Order and Notice duly adopted by the Entity. In the event that any of these voting locations are not available, the Elections Administrator will arrange for use of an alternate location with the approval of the Entity and at the Entity’s expense.

This Contract shall be deemed an agreement for a joint election with other governmental units in Gray County holding an election on the same day in all or part of the same territory and whose governing bodies have authorized said joint election by order, resolution, or other official action.

IV. ELECTION JUDGES, CLERKS AND OTHER ELECTION PERSONNEL

Gray County shall be responsible for the initial selection of the presiding election judges and alternate election judges for the Entity’s election. The Elections Administrator shall provide to the Entity a list of presiding judges and alternate judges for its election who shall be appointed by the Entity as required by law.

The Elections Administrator shall notify all election judges of the eligibility requirements of
Subchapter C of Chapter 32 of the Texas Election Code, and will take the necessary steps to ensure that all election judges appointed for the Entity’s election are eligible to serve.

The Elections Administrator shall arrange for the training and compensation of all election judges and clerks. The Elections Administrator shall arrange for the date, time, and place for the presiding election judges to pick-up their election supplies. Each presiding election judge will be sent a letter (not later than the 15th day before election day or the 7th day after the election is ordered, whichever is later, as required by Section 4.007 of the Texas Election Code) by the Elections Administrator notifying him/her of appointment, the time and location of distribution of election supplies, and the number of election clerks that the presiding judge may appoint, including the required number of bilingual clerks.

The Elections Administrator may employ personnel necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of supplies during Early Voting and on Election Day, and for the efficient tabulation of ballots at the central counting station.

It is agreed by the Entity that at all times and for all purposes hereunder, all election judges, clerks, and all other employees involved in this election are independent Contractors and are not employees or agents of Gray County or the Entity. No statement contained in this Contract shall be construed so as to find any judge, clerk, or any other election personnel to be an employee or agent of the County or the Entity, and all election personnel shall be entitled to none of the rights, privileges, or benefits of County employees or Entity employees except as otherwise may be stated herein, nor shall any election personnel hold himself out as an employee or agent of the County or the Entity, unless considered a County or Entity employee as determined by the policies of Gray County or the Entity.

V. SUPPLIES AND PRINTING

The Elections Administrator shall arrange for the use of the direct recording electronic voting machines and supporting supplies and equipment and all other election supplies and related printing including, but not limited to, official ballots, sample ballots, ballot boxes, voter registration lists, and all forms, signs, maps, and other materials used by the election workers at the Early Voting and Election Day voting locations.

The ballot allocation will be in accordance with Section 51.005, Texas Election Code. In the case of a Local Option Election, the ballot allocation will be in accordance with Section 501.104, Texas Election Code. However, the final ballot order will be calculated and authorized by the Gray County Elections Administrator to ensure sufficient supplies without excessive waste.

The Entity shall furnish to the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner in which the names or proposition(s) are to appear on the official ballot (including bilingual titles and text). This list shall be delivered to the Elections
Administrator as soon as possible after the Entity has determined ballot positions. The Entity shall be responsible for proofreading and approving the official ballot before printing as well as approving the ballot screen prompts and audio recordings for the Direct Recording Electronic voting devices in both English and Spanish.

VI. EARLY VOTING

The City Secretary shall serve as the Entity’s Early Voting Clerk and shall designate City Hall, 200 W. Kingsmill, Pampa, Texas, as the main Early Voting polling place and shall be responsible for the conduct of the Entity’s Early Voting.

Early Voting by personal appearance will be held at the locations, times and days shown in Exhibit B.

When acting as Early Voting Clerk, the City Secretary shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the Elections Administrator shall be forwarded immediately to the City Secretary’s Office for processing.

The Entity will be responsible for releasing any early voting report numbers to Officials of the Entity and to the media. The Entity will also be responsible for releasing early voting report numbers to the general public and candidates of the Entity, if requested.

The Elections Administrator and the Entity will comply with all lawful requests for the release of public information.

VII. EARLY VOTING BALLOT BOARD

An Early Voting Ballot Board and, if needed, a Signature Verification Committee shall be created to process early voting results from the Entity’s election. The Elections Administrator shall appoint the Presiding Judge of the Early Voting Ballot Board. The Presiding Judge, with the assistance of the Elections Administrator, shall appoint two or more additional members to constitute the Early Voting Ballot Board members and, if needed, the Signature Verification Committee members required to efficiently process the early voting ballots.

VIII. CENTRAL COUNTING STATION AND ELECTION RETURN

The Elections Administrator shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this contract.

The Entity hereby appoints the Election Administrator in accordance with Sections 127.002 and 127.005 of the Texas Election Code as:
Counting Station Manager

The Counting Station Manager or her representative shall deliver timely cumulative reports of the election results as precincts report to the central counting station as they are tabulated. The Counting Station Manager shall be responsible for releasing cumulative totals and precinct returns from the election to the Entity, prior to releasing such information to candidates, press, and general public by distribution of hard copies or electronic transmittals by facsimile (when so requested). After the Entity has had an opportunity to review the information, it will be posted to the County’s web page located at www.co.gray.tx.us.

The Elections Administrator will prepare the unofficial canvass reports after all ballots have been counted and will deliver a copy of the unofficial canvass to the Entity as soon as possible after all returns have been tabulated, but in no event later than 5:00 p.m. of the seventh day following the election date. The Entity shall be responsible for the official canvass of its election.

IX. ELECTION EXPENSE AND ALLOCATION OF COSTS

Any elections held by the Entity will be at the expense of the Entity. In the case of joint elections, common expenses will be divided between the parties on a pro rata basis, calculated using the number of registered voters in each entities jurisdiction. The Entity agrees to reimburse Gray County for the actual costs of administering its election including, but not limited to, the actual costs of supplies, printing, programming, personnel, and polling place rental fees. The Entity agrees to pay Gray County an administrative fee equal to ten percent (10%) of its total billable costs in accordance with Section 31.100(d) of the Texas Election Code. The County agrees to the use of its electronic voting system by the Entity without compensation other than the above administrative fee.

X. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

The Entity may withdraw from this Contract should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code. The Entity is fully liable for any expenses incurred by Gray County on behalf of the Entity plus an administrative fee of ten percent (10%) of such expenses should the Entity cancel its election for this or any reason. Any monies deposited with Gray County by the Entity shall be refunded, minus the aforementioned expenses and administrative fee if applicable.

XI. RECORDS OF THE ELECTION

The Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the election as authorized by Section 31.096 of the Texas Election Code.
Access to the election records shall be available to the Entity as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the Elections Administrator, who shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of the Entity to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with the Entity.

The Elections Administrator shall preserve records of the election for at least six (6) months, or longer if required by state or federal law, and shall notify the Entity of the planned destruction of any records of the election prior to the records’ destruction.

XII. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. The Entity agrees that any recount shall take place at the offices of the Elections Administrator, and that the Elections Administrator shall serve as Recount Supervisor and the official of the Entity performing the duties of a secretary under the Texas Election Code, or its lawful designee, shall serve as Recount Coordinator.

The Elections Administrator agrees to provide advisory services to the Entity as necessary to conduct a proper recount.

XIII. COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT

The Elections Administrator will assist the Entity in securing adequate polling places, rent free if available; however, it is the responsibility of the Entity to ensure that the polling places comply with current accessibility standards as set forth in the Americans With Disabilities Act as well as any state or local laws or ordinances. Accessibility compliance shall be at the Entity’s expense. In the event that compliance cannot be achieved, the Entity agrees to indemnify the Elections Administrator and Gray County from any resulting liability, whether civil or criminal.

XIV. MISCELLANEOUS PROVISIONS

(1) It is understood that, to the extent space is available, other political subdivisions may wish to participate in the use of the County’s election equipment, and it is agreed that the Elections Administrator may contract with such other political
subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.

(2) The Elections Administrator shall file copies of this document with the Gray County Treasurer and the Gray County Auditor in accordance with Section 31.099 of the Texas Elections Code.

(3) In the event that legal action is filed challenging the Entity’s election, each party hereto shall defend its own actions, officials and employees. If it is determined that the actions of the Entity resulted in legal action against Gray County or the Gray County Elections Administrator or any additional election personnel, then the Entity shall provide, at its own expense, legal representation for the County, the Elections Administrator, and additional election personnel as necessary save and except in any instance whereby an unlawful or otherwise improper act or omission of the County, the Election Administrator or another Entity participating in the election has precipitated such legal action. Likewise, if it is determined that the actions of Gray County or the Gray County Elections Administrator or any additional election personnel engaged by the County resulted in legal action against the Entity, then Gray County shall provide, at its own expense, legal representation for the Entity as necessary save and except in any instance whereby an unlawful or otherwise improper act or omission of the Entity or another Entity participating in the election has precipitated such legal action.

(4) The County and the Entity agree that under the Constitution and laws of the State of Texas, neither the County nor the Entity can enter into an agreement whereby either party agrees to indemnify or hold harmless another party; therefore, all references of any kind, if any, to indemnifying or holding or saving harmless for any reason are hereby deleted.

(5) This Contract shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Gray County, Texas.

(6) In the event one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

(7) All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.
(8) The waiver by any party of a breach of any provision of this Contract shall not operate as or be construed as a waiver of any subsequent breach.

(9) Any amendment of this Contract shall be of no effect unless in writing and signed by all parties hereto.

XV. FINANCIAL OBLIGATION AND PAYMENT

The Entity agrees it is obligated to pay to Gray County all of the Entity’s joint election charges, fees, expenses, and costs as set forth under the terms of this Contract, with the exact amount of the Entity’s financial obligation under the terms of this Contract to be timely calculated after the joint election. The Gray County Elections Administrator agrees to timely provide an invoice of said financial obligation to the Entity following the joint election, and the Entity further agrees it shall pay to Gray County the balance due as soon as possible but not later than thirty (30) days after receipt of the invoice. In the event that the Entity disputes any portion of the charges, fees, expenses, and costs payable under this Contract, the Entity agrees to promptly pay the undisputed amounts when due.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.
IN TESTIMONY HEREOF, this Contract, its multiple originals all of equal force, has been executed on behalf of the parties hereto as follows, to-wit:

(1) It has on the _______ day of ___________________, 20___, been executed on behalf of Gray County by the Elections Administrator pursuant to the Texas Election Code, so authorizing;

(2) It has on the _______ day of ___________________, 20___, been executed on behalf of the Entity by its Mayor, pursuant to the authority of the City Commission, so authorizing;

FOR CITY OF PAMPA (“THE ENTITY”):

__________________________________
Mayor

ATTEST: APPROVED AS TO FORM:

__________________________________  ____________________________
City Secretary  City Attorney

===========================================================

FOR GRAY COUNTY:

CONTRACTING OFFICER  APPROVED AS TO FORM:

__________________________________  ____________________________
Elections Administrator  County Attorney
I. Early Voting

A. Gray County Elections Administrator’s Responsibilities:

1. The Elections Administrator shall provide a list for presentation to the governing body of each Entity, containing a list of places, times and dates of early voting suitable for adoption by the governing body in accordance with Texas Election Code Chapter 85.

2. The Regular Early Voting Clerk for Gray County shall also serve as the Joint Early Voting Clerk for all joint elections. The Joint Early Voting Clerk will be responsible for the conduct of early voting by mail and by personal appearance for all Gray County voters voting in the Joint Elections. The Joint Early Voting Clerk shall receive from the entity during the even year elections any applications for early voting ballots to be voted by mail in accordance with Title 7 of the Texas Election Code. The Joint Early Voting Clerk shall send early voting ballots by mail and receive early voting ballots for early voting by mail. The Joint Early Voting Clerk shall have authority to appoint such deputy early voting clerks as may be necessary to assist the Joint Early Voting Clerk with voting to take place at the joint early voting locations.

3. The Elections Administrator will determine the number of election workers to hire to conduct early voting in the Joint Election. The Joint Election Officer will arrange or contract for training for all election workers and will assign all election workers employed for early voting in the Joint Elections. The training of said election workers is mandatory; these individuals will be compensated for their time in training. The Elections Administrator will provide a training facility where election schools will be conducted to train election workers if employed in the conduct of early voting, including the, early voting by personal appearance at the main branch early voting polling place(s), early voting by mail and other aspects of the early voting program for the Joint Elections. The Elections Administrator will name early voting deputies and clerks employed in the conduct of early voting.

4. The Elections Administrator will provide and deliver all supplies and equipment necessary to conduct early voting for the Joint Election, including but not limited to ballots, election forms, and necessary ramps, utility hook-ups, signs, registration lists and ballot boxes, to early voting polling places. The Elections Administrator will designate and confirm all early voting polling place locations.

5. The Elections Administrator will be responsible for the preparation and transportation of the electronic voting equipment necessary to conduct early voting. The Elections Administrator shall perform all tests of voting equipment as required but not limited to posting notice of equipment testing.

6. Pursuant to Sections 66.058 and 271.010 of the Election Code, the Entities appoint the Gray County Elections Administrator, as Joint Custodian of Records (“Joint Custodian”) for
the sole purpose of preserving all voted ballots securely in a locked room in the locked ballot boxes for the period for preservation required by the Election Code.

7. The Elections Administrator will receive ballot language in both English and Spanish from the Entity and format the ballots as needed to include said language. The County will provide the Entity with a final proof of ballot language for approval prior to the Logic and Accuracy Testing and the printing of ballots. Upon final approval, ballots shall be printed in an expedited timeframe so as to allow time for mailing of ballots for the Early Voting by Mail Program.

8. A single joint voter sign-in process consisting of a common list of registered voters and common signature rosters shall be used for early voting. A single, combined ballot and single provisional ballot box will be used. The Elections Administrator shall use Gray County’s electronic voting system, as defined and described in Title 8 of the Texas Election Code, and agrees to use ballots that are compatible with such equipment.

9. The Elections Administrator will be responsible for the conduct of the Early Voting Ballot Board. The Elections Administrator shall designate a person to serve in the capacity of the Presiding Judge for the Early Voting Ballot Board and shall provide that information to the governing body of the Entity for entry of an order or resolution by that authority appointing this official. The Presiding Judge and clerks shall constitute the Early Voting Ballot Board and shall count and return early voting ballots, and perform other duties set for such board in accordance with the Election Code.

10. The Elections Administrator will be responsible to assist the Entity in preparing an Election Department of Justice Submission and submit a copy of said submission to the Entity.

11. The Elections Administration will be responsible to send out the Writ of Elections to the Judge and Alternate Judge for each polling location.

B. Responsibilities of Participating Entity:

1. The participating Entity hereby appoints the Gray County Elections Administrator, as the Election Officer to perform or supervise the performance of the duties and responsibilities of Gray County involved in conducting the Joint Elections covered by this Contract.

2. Each participating Entity agrees to conduct its early voting. The Entity hereby appoints the City Secretary as the Early Voting Clerk for the 2013 Joint Elections. Early voting for the Entity shall be conducted at the dates, times and locations to be mutually agreed upon by the Election Officer and authorized and ordered by the governing body of each participating Entity.

3. Each participating Entity will provide ballot language for their respective portion of the official ballot to the Elections Administrator in both English and Spanish. The Elections Administrator can assist with translations of orders, notices and ballot language with the actual cost being billed to the Entity. Any additions, modifications, deletions, or other changes
to such ballot contents of language must be made by the Entity prior to the final proof approval by the Entity. The Elections Administrator will provide the participating Entity with a final proof of ballot language, as it is to appear on the ballot for final proof approval. Upon final proof approval, the ballot shall be programmed for the voting equipment in an expedited timeframe so as to allow ballot allocations.

4. Each participating Entity is responsible to post the Entity’s own Election Notices and Election Orders.

5. The Entity is responsible to provide the Elections Administrator all contact information of the decision making person/persons for the Entity.

II. Election Day

A. Gray County Elections Administrator’s Responsibilities:

1. The Elections Administrator shall designate and confirm all Election Day polling place locations for the joint elections, and shall forward such information to the Entity in a timely fashion to allow the governing body of the respective participating Entities to enter orders designating such polling places.

2. The Elections Administrator shall designate the Presiding Election Judge and the Alternate Presiding Election Judge to administer the election in the precinct in which a common polling place is to be used and shall forward such information to the Entity to allow the governing body of the respective Entity to enter appropriate orders designating such officials prior to the election. The Presiding Election Judge and Alternate Presiding Election Judge shall be qualified voters of the Gray County Election Precinct in which the joint election is held. All Election Workers shall be compensated at the rate established hereafter by Gray County. Compensable hours shall be determined in accordance with provisions of the Texas Election Code and other applicable laws.

3. One set of elections officials shall preside over the election in the precinct in which a common polling place is used. A single joint voter sign-in process consisting of a common list of registered voters, and common signature rosters shall be used in the precinct in which a common polling place is used. A single, combined ballot and single provisional ballot box will be used. The officer designated by law to be the custodian of the voted ballots for Gray County shall be custodian of all materials used in common in the precinct where a common polling place is used. The Elections Administrator shall use an electronic voting system, as defined and described in Title 8 of the Texas Election Code and agrees to use ballots that are compatible with such equipment.

4. The Elections Administrator will arrange for training and will provide the instructors, manuals and other training materials deemed necessary for training all election workers. Training for all election workers is mandatory, and these individuals will be compensated for their time in training.
5. The Elections Administrator will arrange for Election Day voter registration lists for the Joint Elections. The County will determine the quantities of elections supplies needed for Election Day voting.

6. The Elections Administrator will contract for and be responsible for the preparation and transportation of voting equipment and Election Day supplies for use on Election Day.

7. The final returns for each participating Entity shall be canvassed separately by each respective Entity. The Elections Administrator shall maintain a return center on Election Day for the purpose of receiving returns for the participating Entities and shall provide unofficial election results to the qualified individual appointed by each participating Entity.

8. On Election Day, the Joint Election Officer and/or the Elections Office Staff will field all questions from election workers through Elections Administrator’s office.

9. The Elections Administrator shall make available, to voters who desire translation assistance, an individual capable of acting as a translator and speaking both English and Spanish languages who will assist Spanish speaking voters in understanding and participating in the election process.

10. The Elections office will submit the electronic reports of votes by precinct to the Secretary of State 30 days after the election.

B. Participating Entity Responsibilities:

1. Prior to Election Day, the participating Entity will answer questions from the public with respect to the Entity’s Election during regular office hours.

III. Election Night

A. Elections Administrator Responsibilities:

1. The Elections Administrator holds responsibility for all activities on election night including, but not limited, to setting up a central counting station, coordinating and supervising the tabulation of results, coordination and supervision of the physical layout of the support stations that are receiving substations for the Joint Elections, and coordination and management of media coverage of the election.

2. The Elections Administrator will arrange for the transportation of the electronic voting equipment to the central counting station.

3. The Elections Administrator will appoint the Presiding Judge and Alternate Presiding Judge of the Central Counting Station to maintain order at the Central Counting Station, to administer oaths as necessary to receive sealed Judge’s Booth Controllers (JBC), sealed provisional ballot boxes, and to perform other duties required by the Texas Election Code, and shall forward such information to the Entity in a timely fashion to allow the governing body of the Entity to enter appropriate orders designating such election officials prior to the
election. These individuals shall be those hereafter appointed by the Elections Administrator to serve as Presiding and Alternate Judge of the Central Counting Station. In addition, the Elections Administrator shall appoint a Tabulation Supervisor to be in charge of the operation of the automatic tabulating equipment at the Central Counting Station, an individual to serve as Central Counting Station Manager and an Assistant Counting Station Manager to be in charge of the overall administration of the Central Counting Station and the general supervision of the personnel working at the Central Counting Station, and shall forward such information to each participating Entity to enter appropriate orders designating such election officials prior to the election.

4. The Elections Administrator shall provide the Entity with reasonable space in a public area adjacent to the Central Counting Station at which the Entity may have representatives or other interested persons present during the counting process.

B. Entity Responsibility:

1. Other than receiving returns from the Elections Administrator, the participating Entities have no role or responsibility on the night of the election.
Early Voting by personal appearance will be conducted each weekday at:

City of Pampa
City Hall
200 W. Kingsmill
Room 205
Pampa, Texas 79065

Between the hours of 8:00 a.m. and 5:00 p.m. beginning April 29, 2013 and ending May 7, 2013.

Pursuant to Texas Election Code, Section 85.005, Subsection (d), early voting by personal appearance at the main early voting polling place shall be conducted for at least 12 hours between the hours of 7:00 a.m. and 7:00 p.m. on Tuesday, April 30, 2013 and again on Wednesday, May 1, 2013.