



The City Of  
**Pampa**

**Regular Meeting of the:**

**Pampa City Commission**

**March 8, 2021**

**4:00 p.m.**

**City of Pampa**

201 W. Kingsmill

P.O. Box 2499

Pampa, Texas 79066-2499

Phone: 806-669-5750

Fax: 806-669-5767



**CITY OF PAMPA  
CITY COMMISSION AGENDA  
REGULAR MEETING**

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

Brad Pingel, Mayor

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

Notice is hereby given of a **REGULAR MEETING** of the City Commission of the City of Pampa, Texas to be held on **MONDAY, MARCH 8, 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.

**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.

**AUTHORIZATIONS BY CITY COMMISSION:**

1. Consider approving the minutes of the February 22, 2021 Regular Commission Meeting as presented.
2. Excuse the absence of Commissioner Karen McLain from the February 22, 2021 Regular Commission Meeting.
3. Discuss and consider accepting the City of Pampa's 2020 Comprehensive Annual Financial Report (CAFR) as presented.
4. Consider and act on entering into a Joint Election Agreement with the Pampa Independent School District for the May 1, 2021 General/Special Election.  
*Considerar y actuar al celebrar un Acuerdo de Elección Conjunta con el Distrito Escolar Independiente de Pampa para la Elección General/Especial del 1 de mayo de 2021.*
5. Consider and act on entering into a four-year contract with Gray County Elections Administrator for Election Services for the calendar years of 2021 through 2024.  
*Considerar y actuar al celebrar un contrato de cuatro años con el Administrador de Elecciones del Condado de Gray para Servicios Electorales para los años calendario de 2021 a 2024.*

6. Consider and act on appointing Ronald Schmidt as Election Judge and Carolyn Chaney as the Alternate Election Judge for the May 1, 2021 General/Special Election.  
*Considerar y actuar para nombrar a Ronald Schmidt como Juez Electoral ya Carolyn Chaney como Juez Electoral Alterno para las Elecciones Generales/Especiales del 1 de mayo de 2021.*
7. Consider and act on adopting Resolution No. R21-011, a Resolution by the City Commission adopting Executive Order GA-34 and extending the City of Pampa's Declaration of Local Disaster until March 22, 2021.
8. Consider and act on adopting on second and final reading Ordinance No. 1743, an Ordinance by the City Commission amending the Code of Ordinances, Chapter 5 by adopting the 2018 Edition of the International Fire Code and the 2018 National Fire Protection Association 101 Life Safety Code.
9. EXECUTIVE SESSION: The City Commission will convene into closed session in accordance with Texas Government Code, Subchapter D, Section 551.087 – Economic Development to discuss:
  - Economic Development Project

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 general public at all times and said Agenda was posted on **FRIDAY, MARCH 5, 2021 BEFORE 4:00 P.M.** and remained so posted continuously for at least 72 hours proceeding the scheduled time of said meeting.

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

## ASSESSIBILITY STATEMENT

In compliance with the Americans with Disabilities Act, the City of Pampa will provide for reasonable accommodations for persons 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**

### **AGENDA ITEM: 1**

<b>ITEM/PROJECT:</b>	<b>MINUTES</b>
<b>MEETING DATE:</b>	<b>March 8, 2021</b>
<b>DESCRIPTION</b>	<b>Consider approving the minutes of the February 22, 2021 Regular Commission Meeting as presented.</b>
<b>STAFF CONTACT:</b>	<b>Karen Price, City Secretary</b>
<b>FINANCIAL IMPACT:</b>	<b>N/A</b>
<b>SOURCE OF FUNDS:</b>	<b>N/A</b>
<b>START/COMPLETION SCHEDULE:</b>	<b>Minutes will be effective after Commission approval</b>
<b>RECOMMENDED ACTION:</b>	<b>Staff recommends Commission approve the minutes of the February 22, 2021 Regular Commission Meeting as presented.</b>
<b>BACKGROUND/ ADDITIONAL INFORMATION:</b>	<b>Minutes attached.</b>

**MINUTES OF THE  
CITY COMMISSION OF THE CITY OF PAMPA, TEXAS  
REGULAR MEETING  
MONDAY, FEBRUARY 22, 2021**

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

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

**PRESENT:** Brad Pingel Mayor  
Gary Winton Commissioner  
Jimmy Keough Commissioner

**ABSENT:** Karen McLain Commissioner

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

**VISITORS:** None

**NEWS MEDIA:** None

**INVOCATION:** Brad Pingel Mayor

**PUBLIC COMMENTS:** None

**AUTHORIZATIONS BY CITY COMMISSION:**

21-025

1. Consider approving the minutes of the February 8, 2021 Regular Commission Meeting and the February 15, 2021 Dangerous Structure Hearing as presented.

A motion was made by Commissioner Winton and Seconded by Commissioner Keough to approve the minutes of the February 8, 2021 Regular Commission Meeting and the February 15, 2021 Dangerous Structure Hearing as presented, with each Commission Member voting AYE, the motion carried.

21-026

2. Excuse the absence of Commissioner Karen McLain from the February 8, 2021 Regular Commission Meeting and the February 15, 2021 Dangerous Structure Hearing.

A motion was made by Commissioner Keough and Seconded by Commissioner Winton to excuse the absence of Commissioner Karen McLain from the February 8, 2021 Regular Commission Meeting and the February 15, 2021 Dangerous Structure Hearing, with each Commission Member voting AYE, the motion carried.

21-027

3. Consider and act on awarding a bid for the Water Treatment Plant Emergency Generator Project in the amount of \$328,854.00 to Niccum Electric.

A motion was made by Commissioner Winton and Seconded by Commissioner Keough to award the bid for the Water Treatment Plant Emergency Generator Project to Niccum Electric in the amount of \$328,854.00, with each Commission Member voting AYE, the motion carried.

21-028

4. Consider and act on adopting on second and final reading Ordinance No. 1742, an Ordinance by the City Commission authorizing and providing for a school zone for Lamar Elementary School on Farm to Market Road 750.

**ORDINANCE NO. 1742**

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

A motion was made by Commissioner Keough and Seconded by Commissioner Winton to adopt on second and final reading Ordinance No. 1742, an Ordinance by the City Commission authorizing and providing for a school zone for Lamar Elementary School on Farm to Market Road 750, with each Commission Member voting AYE, the motion carried.

21-029

5. Consider and act on approving on first reading Ordinance No. 1743, an Ordinance by the City Commission amending the Code of Ordinances, Chapter 5 by adopting the 2018 Edition of the International Fire Code and the 2018 National Fire Protection Association 101 Life Safety Code.

**ORDINANCE NO. 1743**

**AN ORDINANCE OF THE CITY OF PAMPA, TEXAS, PROVIDING THAT THE CODE OF ORDINANCES CHAPTER 5 BE AMENDED BY ADOPTING THE INTERNATIONAL FIRE CODE, 2018 EDITION, AND BY ADOPTING THE 2018 NATIONAL FIRE PROTECTION ASSOCIATION 101 LIFE SAFETY CODE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR AN EFFECTIVE DATE; AND REPEALING ALL ORDINANCES IN CONFLICT HEREWITH.**

A motion was made by Commissioner Winton and Seconded by Commissioner Keough to approve on first reading Ordinance No. 1743, an Ordinance by the City Commission amending the Code of Ordinances, Chapter 5 by adopting the 2018 Edition of the International Fire Code and the 2018 National Fire Protection Association 101 Life Safety Code, with each Commission Member voting AYE, the motion carried.

21-030

6. Consider and act on adopting Resolution No. R21-008, a Resolution by the City Commission suspending Southwestern Public Service Company's proposed effective date in connection with its Statement of Intent submitted on about February 8, 2021, approving temporary rates and authorize the City's continued participation with other cities in the Alliance of Xcel Municipalities.

**RESOLUTION NO. R21-008**

**A RESOLUTION BY THE CITY OF PAMPA, TEXAS (“CITY”) SUSPENDING SOUTHWESTERN PUBLIC SERVICE COMPANY’S PROPOSED EFFECTIVE DATE IN CONNECTION WITH ITS STATEMENT OF INTENT SUBMITTED ON ABOUT FEBRUARY 8, 2021; APPROVING TEMPORARY RATES; AUTHORIZING THE CITY’S CONTINUED PARTICIPATION WITH OTHER CITIES IN THE ALLIANCE OF XCEL MUNICIPALITIES (“AXM”) TO DIRECT THE ACTIVITIES OF LAWYERS AND CONSULTANTS AND PARTICIPATION IN RELATED RATE PROCEEDINGS; AUTHORIZING THE HIRING OF ATTORNEYS AND CONSULTANTS; REQUIRING REIMBURSEMENT OF REASONABLE LEGAL AND CONSULTANT EXPENSES; REQUIRING PROOF OF NOTICE; FINDING THAT THE MEETING COMPLIES WITH THE OPEN MEETINGS ACT; MAKING OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE.**

A motion was made by Commissioner Keough and Seconded by Commissioner Winton to adopt Resolution No. R21-008, a Resolution by the City Commission suspending Southwestern Public Service Company’s proposed effective date in connection with its Statement of Intent submitted on about February 8, 2021, approving temporary rates and authorize the City’s continued participation with other cities in the Alliance of Xcel Municipalities, with each Commission Member voting AYE, the motion carried.

21-031

7. Consider and act on adopting Resolution No. R21-009, a Resolution by the City Commission authorizing the submission of a grant application to the Office of the Governor, Criminal Justice Division for the 2021-2022 FY Mobile Operations Project.

**RESOLUTION NO. R21-009**

**A RESOLUTION AUTHORIZING SUBMISSION OF GRANT APPLICATION FOR THE "MOBILE OPERATIONS" PROJECT TO THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION.**

A motion was made by Commissioner Winton and Seconded by Commissioner Keough to adopt Resolution No. R21-009, a Resolution by the City Commission authorizing the submission of a grant application from the Pampa Police Department to the Office of the Governor, Criminal Justice Division for the 2021-2022 FY Mobile Operation Project, with each Commission Member voting AYE, the motion carried.

21-032

8. Consider and act on adopting Resolution No. R21-010, a Resolution by the City Commission to receive and consider possible action on proposals received for Engineering Services for the application to the 2021 TxCDBG Downtown Revitalization Program and associated engineering considerations, if funded.

A motion was made by Commissioner Keough and Seconded by Commissioner Winton to adopt Resolution No. R21-010, a Resolution by the City Commission to receive and consider possible action on proposals received for Engineering Services for the application to the 2021 TxCDBG Downtown Revitalization Program and associated engineering considerations, if funded, with each Commission Member voting AYE, the motion carried as AMENDED.

21-033

A motion was made by Commissioner Keough and Seconded by Commissioner Winton to AMEND the original motion by adding Parkhill, Smith & Cooper as the selected Engineering Firm for engineering services for the application for the 2021 TxCDBG Downtown Revitalization Program, with each Commission member voting AYE, the motion carried.

21-034

9. Consider and act on approving the List of Disbursements dated January 2021.

A motion was made by Commissioner Winton and Seconded by Commissioner Keough to approve the List of Disbursements dated January 2021 with total Disbursements being \$2,308,202.27 and the amount after balance sheet and income accounts being \$1,386,905.50, with each Commission Member voting AYE, the motion carried.

10. EXECUTIVE SESSION: The Commission postponed the Executive Session to a later date.

**ADJOURNED:**

There being no further business on the Agenda, the meeting was adjourned at 4:27 p.m. by Mayor Brad Pingel.

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Karen L. Price, City Secretary

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Brad Pingel, Mayor





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

### **AGENDA ITEM: 2**

<b>ITEM/PROJECT:</b>	<b>COMMISSION ABSENCE</b>
<b>MEETING DATE:</b>	<b>March 8, 2021</b>
<b>DESCRIPTION</b>	<b>Excuse the absence of Commissioner Karen McLain from the February 22, 2021 Regular Commission Meeting.</b>
<b>STAFF CONTACT:</b>	<b>Commission Members</b>
<b>FINANCIAL IMPACT:</b>	<b>N/A</b>
<b>SOURCE OF FUNDS:</b>	<b>N/A</b>



**CITY OF PAMPA  
AGENDA INFORMATION SHEET**

**AGENDA ITEM: 3**

<b>ITEM/PROJECT:</b>	<b>2020 COMPREHENSIVE ANNUAL FINANCIAL REPORT</b>
<b>MEETING DATE:</b>	<b>March 8, 2021</b>
<b>DESCRIPTION</b>	<b>Discuss and consider accepting the City of Pampa's 2020 Comprehensive Annual Financial Report (CAFR) as presented.</b>
<b>STAFF CONTACT:</b>	<b>Robin Bailey, Finance Director Dustin Chambers, Brown, Graham &amp; Company, P.C.</b>
<b>FINANCIAL IMPACT:</b>	<b>N/A</b>
<b>SOURCE OF FUNDS:</b>	<b>N/A</b>
<b>START/COMPLETION SCHEDULE:</b>	<b>CAFR is required to be approved by the Commission no later than March 30<sup>th</sup> of each year.</b>
<b>RECOMMENDED ACTION:</b>	<b>Staff recommends Commission accept the 2020 City of Pampa Comprehensive Annual Financial Report as presented.</b>
<b>BACKGROUND/ ADDITIONAL INFORMATION:</b>	<b>Copy of CAFR provided to Commission Members.</b>



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

### **AGENDA ITEM: 4**

<b>ITEM/PROJECT:</b>	<b>JOINT ELECTION AGREEMENT WITH PAMPA ISD</b>
<b>MEETING DATE:</b>	<b>March 8, 2021</b>
<b>DESCRIPTION</b>	<b>Consider and act on entering into a Joint Election Agreement with the Pampa Independent School District for the May 1, 2021 General/Special Election.</b>
<b>STAFF CONTACT:</b>	<b>Bryan Guymon, City Attorney Karen Price, City Secretary</b>
<b>FINANCIAL IMPACT:</b>	<b>Expenses are shared equally between the City and the Pampa ISD.</b>
<b>SOURCE OF FUNDS:</b>	<b>N/A</b>
<b>START/COMPLETION SCHEDULE:</b>	<b>This Agreement will be effective after Commission approval and will terminate after the May 1, 2021 Election. Pampa ISD approved this Agreement at their February 22, 2021 School Board Meeting.</b>
<b>RECOMMENDED ACTION:</b>	<b>Staff recommends the Commission approve entering into this Joint Election Agreement with Pampa ISD for the May 1, 2021 General/Special Election.</b>
<b>BACKGROUND/ ADDITIONAL INFORMATION:</b>	<b>Joint Election Agreement attached.</b>

**JOINT ELECTION AGREEMENT  
BETWEEN  
THE PAMPA INDEPENDENT SCHOOL DISTRICT  
AND  
THE CITY OF PAMPA, TEXAS  
FOR JOINT ELECTIONS IN CALENDAR YEAR 2021**

Pursuant to Texas Election Code Chapter 271, 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 on May 1, 2021:

**RECITALS**

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 county conducting its general election; and,

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

WHEREAS, May 1, 2021, 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 2021-2022 (“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 general and special elections, to be held on May 1, 2021 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. If required, each Party 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: MK Brown Civic Auditorium, 1000 N. Sumner, Pampa, Texas 79065.
- b. Early voting by personal appearance shall be conducted jointly at: Pampa ISD Central Office, 1233 N. Hobart, Pampa, Texas 79065.
- c. It is the responsibility of the Gray County Elections Administrator 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 Gray County Elections Administrator shall serve as the Early Voting Clerk and each of the Parties shall designate the Pampa ISD Central Office, 1233 N. Hobart, Pampa, Texas as the main Early Voting polling place.
- b. Early voting by personal appearance shall be conducted jointly at the location identified in section 4(a) above.
- c. The Parties' applications for early voting by mail shall be sent to the Gray County Elections Administrator, P. O. Box 2493, Pampa, Texas 79066.

#### 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. The Parties authorize the City Secretary and Superintendent to vary the terms of this agreement as may be necessary to conform to applicable law or for the proper conduct of the joint election without further action by the governing body of either Party. Any such amendment shall be of no effect unless in writing and signed by all 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 \_\_\_\_ day of \_\_\_\_\_, 2021.

**CITY OF PAMPA, TEXAS**

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

ATTEST:

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

**PAMPA INDEPENDENT SCHOOL DISTRICT**

By: Matt Brock  
Matt Brock, President, Board of Trustees  
Date: 2-22-21

ATTEST:

Luis Nava  
Luis Nava, Secretary, Board of Trustees



**CITY OF PAMPA  
AGENDA INFORMATION SHEET**

**AGENDA ITEM: 5**

<b>ITEM/PROJECT:</b>	<b>CONTRACT FOR ELECTION SERVICES WITH GRAY COUNTY ELECTION ADMINISTRATOR</b>
<b>MEETING DATE:</b>	<b>March 8, 2021</b>
<b>DESCRIPTION</b>	<b>Consider and act on entering into a four-year contract with Gray County Elections Administrator for Election Services for the calendar years of 2021 through 2024.</b>
<b>STAFF CONTACT:</b>	<b>Bryan Guymon, City Attorney Karen Price, City Secretary</b>
<b>FINANCIAL IMPACT:</b>	<b>Any election expenses incurred by the City will be at our expense. The City will 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 City will also pay Gray County ten percent (10%) of the purchase price of the cost of its electronic voting equipment for each day the equipment is used in accordance with Section 123.032 of the Texas Election Code.</b>
<b>SOURCE OF FUNDS:</b>	<b>2021 Operating Budget</b>
<b>START/COMPLETION SCHEDULE:</b>	<b>Contract effective after Commission approval.</b>
<b>RECOMMENDED ACTION:</b>	<b>Staff recommends Commission approve entering into a four-year contract with Gray County Elections Administrator for Election Services for the years of 2021 through 2024.</b>
<b>BACKGROUND/ ADDITIONAL INFORMATION:</b>	<b>Election Services Contract attached.</b>



THE STATE OF TEXAS §

COUNTY OF GRAY §

**CONTRACT FOR ELECTION SERVICES WITH GRAY COUNTY, TEXAS  
FOR ALL JOINT ELECTIONS IN CALENDAR YEARS 2021 THROUGH 2024**

THIS CONTRACT made by and between GRAY COUNTY, TEXAS, acting by and through its 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 Years 2021 through 2024. The Entity joins with the Pampa Independent School District 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 Verity 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 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 Elections Administrator shall serve as the Entity's Early Voting Clerk in even numbered years and shall designate the Office of the Election Administrator, 205 N. Russell, Pampa, Gray County, Texas, as the main Early Voting polling place and shall be responsible for the conduct of the Entity's Early Voting.

The Elections Administrator shall serve as the Entity's Early Voting Clerk in odd numbered years and shall designate either City Hall, 200 W. Kingsmill, Pampa, Texas, or Pampa ISD Central Office, 1233 N. Hobart, 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 **Exhibits B and C**.

In both odd and even number years, the Elections Administrator 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 Entity shall be forwarded immediately to the Elections Administrator for processing.

When acting as Early Voting Clerk, the Elections Administrator shall provide the Entity with a copy of the early voting report on a daily basis and a cumulative final early voting report following the election.

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).

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.

The Elections Administrator shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code, unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to the Entity and the Secretary of State's Office.

## **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 entity's 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. Additionally, the Entity agrees to pay Gray County ten percent (10%) of the purchase price of the cost of its electronic voting equipment for each day the equipment is used, in accordance with Section 123.032(d) of the Texas Election Code.

## **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 8<sup>th</sup> day of March 2021, 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

## **Gray County Election Services Contract**

### **EXHIBIT A Responsibilities of the Parties**

#### **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 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 jointly. The Entity hereby appoints the Elections Administrator as the Early Voting Clerk for Joint Elections. Early voting for each 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. If an error is found on

the ballot after the final proof has been approved and signed off on, it will be the Entity's responsibility to pay for all costs to correct the necessary change(s) to the ballot and MMB cards, including the Election Administrator's time and expedited shipping fees.

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.

#### 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.

2. The participating Entity will submit the electronic reports of votes by precinct to the Secretary of State 30 days after the election.

### 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.

**Gray County Election Services Contract**

**EXHIBIT B (Early Voting Locations)**

**IN THE ODD CALENDAR YEARS:**

**EARLY VOTING BY PERSONAL APPEARANCE will be conducted each weekday at:**

**Pampa Independent School District  
Central Office  
1233. N. Hobart  
Pampa, Texas 79065**

**OR**

**City of Pampa  
City Hall  
200 W. Kingsmill, 2<sup>nd</sup> Floor  
Pampa, Texas 79065**

**Early voting shall be conducted during the period early voting is required or permitted by law and during the hours as permitted by law and as listed below:**

**Between the hours of 8:00 a.m. and 5:00 p.m. beginning \_\_\_\_\_ and ending \_\_\_\_\_.**

**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 Monday, \_\_\_\_\_ and again on Tuesday, \_\_\_\_\_.**

**APPLICATIONS FOR BALLOT BY MAIL shall be mailed to:**

**Elections Administrator  
P.O. Box 2493  
Pampa, TX79066-2493**

**Gray County Election Services Contract**

**EXHIBIT C (Early Voting Locations)**

**IN THE EVEN CALENDAR YEARS:**

**EARLY VOTING BY PERSONAL APPEARANCE will be conducted each weekday at:**

**City of Pampa  
City Hall  
200 W. Kingsmill, 2<sup>nd</sup> Floor  
Pampa, Texas 79065**

**Early voting shall be conducted during the period early voting is required or permitted by law and during the hours as permitted by law and as listed below:**

**Between the hours of 8:00 a.m. and 5:00 p.m. beginning \_\_\_\_\_ and ending \_\_\_\_\_.**

**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 Monday, \_\_\_\_\_ and again on Tuesday, \_\_\_\_\_.**

**APPLICATIONS FOR BALLOT BY MAIL shall be mailed to:**

**Elections Administrator  
P.O. Box 2493  
Pampa, TX79066-2493**





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

### **AGENDA ITEM: 6**

<b>ITEM/PROJECT:</b>	<b>APPOINT ELECTION JUDGE AND ALTERNATE ELECTION JUDGE FOR THE MAY 1, 2021 ELECTION</b>
<b>MEETING DATE:</b>	<b>March 8, 2021</b>
<b>DESCRIPTION</b>	<b>Consider an act on appointing Ronald Schmidt as Election Judge and Carolyn Chaney as the Alternate Election Judge for the May 1, 2021 General/Special Election.</b>
<b>STAFF CONTACT:</b>	<b>Karen Price, City Secretary Randa Hiatt, Gray County Elections Administrator</b>
<b>FINANCIAL IMPACT:</b>	<b>Election Judges are paid \$10 per hour. There are about 83 hours to cover for training, early voting, set up and election day. This will be covered by at least 2 people making it about 166 paid hours worked which will be divided with the Pampa ISD.</b>
<b>SOURCE OF FUNDS:</b>	<b>2021 Operating Budget</b>
<b>START/COMPLETION SCHEDULE:</b>	<b>Election Judge appointments are only for the May 1, 2021 Election.</b>
<b>RECOMMENDED ACTION:</b>	<b>Staff recommends Commission appoint Ronald Schmidt as Election Judge and Carolyn Chaney as Alternate Election Judge for the May 1, 2021 General/Special Election.</b>
<b>BACKGROUND/ ADDITIONAL INFORMATION:</b>	<b>Background Memo to Commission and Notice of Appointment letter attached.</b>

# Memo

To: The Honorable Mayor and Commission  
From: Karen Price, City Secretary  
Date: March 8, 2021  
Re: Election Judge and Alternate

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## **BACKGROUND**

The Election Judge oversees and responsible for the management and conducting of the Election at the polling place. The Alternate Judge is appointed to assist the Election Judge.

The main qualifications for Election Judges, Alternate Judges and Clerks are they need to be a registered voter **IN** the City Limits. They cannot be a candidate in the Election being held, nor can they be a relative or employee of a candidate, unless the candidate is running unopposed. Additionally, an Election Judge or Clerk cannot be a person who holds an elective public office. Lastly, an election Judge or Clerk cannot be convicted of an election related offense.

As the governing body conducting the May General/Special Election, you as a Commission are responsible for appointing the Election Judges.

The Appointment of this Judge and Alternate is for the May 1, 2021 Election only.

## **RECOMMENDATION**

Staff recommends that the Commission appoint the following individuals as Judge and Alternate for the May 1, 2021 General/Special Election.

Ronald Schmidt, Judge  
2534 Fir  
Pampa, TX 79065

Carolyn Chaney, Alternate  
1710 Holly  
Pampa, TX 79065



*City of Pampa*  
*P. O. Box 2499*  
*Pampa, Texas 79066-2499*  
*www.cityofpampa.org*

NOTIFICATION OF APPOINTMENT AS ELECTION JUDGE

To: Ronald Schmidt  
2534 Fir  
Pampa, TX 79065

Notice is hereby given that you have been appointed Election Judge for the City of Pampa's General/Special Election to be held on May 1, 2021.

Your appointment is ONLY for the Election being held May 1, 2021 at the M. K. Brown Auditorium.

The Alternate Election Judge appointed by the City Commission to serve with you is:

Carolyn Chaney  
1710 Holly  
Pampa, TX 79065

CITY OF PAMPA, TEXAS

By: \_\_\_\_\_  
Brad Pingel, Mayor  
On Behalf of the Commission



*City of Pampa*  
*P. O. Box 2499*  
*Pampa, Texas 79066-2499*  
*www.cityofpampa.org*

NOTIFICATION OF APPOINTMENT AS ALTERNATE ELECTION JUDGE

To: Carolyn Chaney  
1710 Holly  
Pampa, TX 79065

Notice is hereby given that you have been appointed Alternate Election Judge for the City of Pampa's General/Special Election to be held on May 1, 2021.

Your appointment is ONLY for the Election being held May 1, 2021 at the M. K. Brown Auditorium.

The Election Judge appointed by the City Commission to serve with you is:

Ronald Schmidt  
2534 Fir  
Pampa, TX 79065

CITY OF PAMPA, TEXAS

By: \_\_\_\_\_  
Brad Pingel, Mayor  
On Behalf of the Commission



**CITY OF PAMPA  
AGENDA INFORMATION SHEET**

**AGENDA ITEM: 7**

<b>ITEM/PROJECT:</b>	<b>RESOLUTION NO. R21-011 – EXTENDING CITY OF PAMPA’S DECLARATION OF LOCAL DISASTER ORDER</b>
<b>MEETING DATE:</b>	<b>March 8, 2021</b>
<b>DESCRIPTION</b>	<b>Consider and act on adopting Resolution No. R21-011, a Resolution by the City Commission adopting Executive Order GA-34 and extending the City of Pampa’s Declaration of Local Disaster until March 22, 2021.</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. R21-011 will be effective after Commission adopts.</b>
<b>RECOMMENDED ACTION:</b>	<b>Staff recommends Commission adopt Resolution No. R21-011, adopting Executive Order GA-34 and extend the City’s Declaration of Local Disaster to March 22, 2021.</b>
<b>BACKGROUND/ ADDITIONAL INFORMATION:</b>	<b>Resolution No. R21-011 attached.</b>

**RESOLUTION NO. R21-011**

**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 Brownfield, 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 B, which includes Terry 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 opens 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 March 8, 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 which is scheduled to become effective March 10, 2021 at 12:01 a.m. is 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, March 22, 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 8<sup>th</sup> day of March 2021.

**CITY OF PAMPA**

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

**ATTEST:**

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Karen L. Price, City Secretary

**APPROVED AS TO FORM:**

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Bryan J. Guymon, City Attorney





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

### **AGENDA ITEM: 8**

<b>ITEM/PROJECT:</b>	<b>ORDINANCE NO. 1743 – 2018 FIRE CODE AND 2018 NFPA 101 LIFE SAFETY CODE</b>
<b>MEETING DATE:</b>	<b>March 8, 2021</b>
<b>DESCRIPTION</b>	<b>Consider and act on adopting on second and final reading Ordinance No. 1743, an Ordinance by the City Commission amending the Code of Ordinances, Chapter 5 by adopting the 2018 Edition of the International Fire Code and the 2018 National Fire Protection Association 101 Life Safety Code.</b>
<b>STAFF CONTACT:</b>	<b>Greg Lee, Fire Chief Jason Roberts, Fire Marshal</b>
<b>FINANCIAL IMPACT:</b>	<b>N/A</b>
<b>SOURCE OF FUNDS:</b>	<b>N/A</b>
<b>START/COMPLETION SCHEDULE:</b>	<b>Ordinance 1743 will be effective upon its adoption and shall be enforceable ten (10) days after its publication as provided by law.</b>
<b>RECOMMENDED ACTION:</b>	<b>Staff recommends Commission adopt Ordinance No. 1743 on second and fina reading.</b>
<b>BACKGROUND/ ADDITIONAL INFORMATION:</b>	<b>Ordinance attached.</b>

**ORDINANCE NO. 1743**

**AN ORDINANCE OF THE CITY OF PAMPA, TEXAS, PROVIDING THAT THE CODE OF ORDINANCES CHAPTER 5 BE AMENDED BY ADOPTING THE INTERNATIONAL FIRE CODE, 2018 EDITION, AND BY ADOPTING THE 2018 NATIONAL FIRE PROTECTION ASSOCIATION 101 LIFE SAFETY CODE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR AN EFFECTIVE DATE; AND REPEALING ALL ORDINANCES IN CONFLICT HEREWITH.**

**WHEREAS**, it is the desire of the City Commission of the City of Pampa, Texas to adopt the International Fire Code, 2018 Edition and the 2018 National Fire Protection Association 101 Life Safety Code, relating to building and housing standards and inspections; and

**WHEREAS**, the adoption of said Codes is to facilitate proper inspection activities by the City relating to fire prevention and safety within the corporate limits of the City, and relating to public safety, health and general welfare.

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

**Section 1.**

That the International Fire Code, 2018 Edition, a copy of which is on file in the office of the Fire Marshall of the City, is adopted in its entirety.

**Section 2.**

That the 2018 National Fire Protection Association 101 Life Safety Code, a copy of which is on file in the office of the Fire Marshall of the City, is adopted in its entirety.

**Section 3.**

In said Codes, when reference is made to the duties of certain officials named therein, those designated officials of the said City of Pampa who have duties corresponding to those of the named officials in said Codes shall be deemed to be the responsible officials insofar as enforcing the provisions of said Codes are concerned.

**Section 4.**

Any person violating any of the provisions of said Codes herein adopted shall be guilty of a misdemeanor and, upon conviction, shall be fined any sum not exceeding One Thousand Dollars (\$1,000.00), and each day and every day that the provision of said Codes are violated shall constitute a separate and distinct offense. As an additional remedy, the said City may seek any injunctive relief to which it may be entitled in law or in equity to enforce any of the provisions of said Codes.

**Section 5.**

Ordinance No. 1686 of the City of Pampa, as codified in the Code of Ordinances of the City of Pampa, Texas, Chapter 5, Fire Prevention Code, Section 5.03.001, Section 5.03.002 and Section 5.03.003, and all other ordinances or parts of ordinances in conflict herewith, are hereby repealed.

**Section 6.**

If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Commission hereby declares that it would have passed this Ordinance, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

**Section 7.**

This Ordinance shall become effective ten (10) days after its publication as provided by law.

INTRODUCED, PASSED, and APPROVED on its first reading this 22<sup>nd</sup> day of February 2021.

PASSED, APPROVED and ADOPTED on its second and final reading this 8<sup>th</sup> day of March 2021.

CITY OF PAMPA, TEXAS

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

ATTEST:

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

APPROVED AS TO FORM:

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



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

### **AGENDA ITEM: 9**

**ITEM/PROJECT:** EXECUTIVE SESSION – DISCUSS ECONOMIC DEVELOPMENT

**MEETING DATE:** March 8, 2021

**DESCRIPTION** EXECUTIVE SESSION: The City Commission will convene into closed session in accordance with Texas Government Code, Subchapter D, Section 551.087 – Economic Development to discuss:

- Economic Development Project

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

**STAFF CONTACT:** Commission Members  
Shane Stokes, City Manager