

City of *OVILLA* City Council

Rachel Huber, Place One
Dean Oberg, Place Two
David Griffin, Place Three, Mayor Pro Tem

Richard Dormier, Mayor

Doug Hunt, Place Four
Michael Myers, Place Five
John R. Dean, Jr. City Manager

Monday, August 19, 2019
105 S. Cockrell Hill Road, Ovilla, TX 75154
5:30 P.M.
Council Chamber Room

AGENDA

NOTICE is hereby given of a Special Meeting of the City Council of the City of Ovilla, to be held on Monday, August 19, 2019 at 5:30 P.M. in the Ovilla Municipal Building, Council Chamber Room, 105 S. Cockrell Hill Road, Ovilla, Texas, 75154, for the purpose of considering the following items:

I. CALL TO ORDER

- Invocation
- US. Pledge of Allegiance and TX Pledge

II. COMMENTS, PRESENTATIONS, ANNOUNCEMENTS

• Citizen Comments

The City Council welcomes comments from Citizens. Those wishing to speak must sign in before the meeting begins. Speakers may speak on any topic, whether on the agenda or not. The City Council cannot act upon, discuss issues raised, or make any decisions at this time. Speakers under citizen's comments must observe a three-minute time limit. Inquiries regarding matters not listed on the Agenda may be referred to Staff for research and possible future action.

III. CONSENT AGENDA

The following items may be acted upon in one motion. No separate discussion or action is necessary unless requested by a Council Member, in which event those items will be pulled from the consent agenda for individual consideration on the regular agenda during this meeting.

IV. REGULAR AGENDA

- ITEM 1. PUBLIC HEARING AND DISCUSSION - A TAX RATE OF \$0.660000 per \$100 valuation proposed by the governing body of the City of Ovilla, with a Maintenance and Operation Rate of \$0.514830 and a debt rate of \$0.118170

PROPOSED TAX RATE	\$0.660000 PER \$100
PRECEDING YEAR'S TAX RATE	\$0.660000 PER \$100
EFFECTIVE TAX RATE	\$0.627600 PER \$100
ROLLBACK TAX RATE	\$0.664315 PER \$100

- a. Presentation made by staff.
- b. Public Hearing to receive comments from the public on proposed tax rate.

- ITEM 2. DISCUSSION/ACTION – Consideration of and action on Resolution R2019-16 approving and calling a bond election for November 05, 2019 and resolving other matters incident and related thereto.

- ITEM 3. DISCUSSION/ACTION – Consideration of and action on a Dallas County November 05, 2019 Joint Contract for Election Services with the City of Ovilla.

- ITEM 4. DISCUSSION/ACTION – Consideration of and action on Resolution R2019-17 of the City Council of the City of Ovilla, Texas, in opposition to any requested variance to the Ellis County Subdivision

City of Ovilla City Council

Rachel Huber, Place One

Dean Oberg, Place Two

David Griffin, Place Three, Mayor Pro Tem

Richard Dormier, Mayor

Doug Hunt, Place Four

Michael Myers, Place Five

John R. Dean, Jr. City Manager

and Development Standards for any subdivision development in the extraterritorial jurisdiction of the City of Ovilla; in support of the denial for any application for such a variance; and providing an effective date.

V. EXECUTIVE SESSION

The City Council of the City of Ovilla, Texas, reserves the right to meet in a closed session on any item listed on this Agenda should the need arise, pursuant to authorization by Texas Government Code, Sections 551.071 (consultation with attorney), 551.072 (deliberations about real property), 551.073 (deliberations about gifts and donations), 551.074 (personnel matters), 551.076 (deliberations about security devices), 551.087 (economic development), 418.183 (homeland security).

Closed Session called pursuant to Section 551.071(2) of the Texas Government Code: Consultation with the city attorney on a matter in which the attorney's duty of confidentiality to the city clearly conflicts with the provisions of the Texas Open Meetings Act – Bond Election Matters.

VI. REQUESTS FOR FUTURE AGENDA ITEMS AND/OR ANNOUNCEMENTS BY COUNCIL AND STAFF

VII. ADJOURNMENT

THIS IS TO CERTIFY THAT A COPY OF THE NOTICE OF the August 19, 2019 Special City Council Agenda was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website, www.cityofovilla.org, on the 16th day of August 2019 prior to 5:00 p.m., in compliance with Chapter 551, Texas Government Code.



Pamela Woodall, City Secretary

DATE OF POSTING: 8.16.2019 TIME: 4:15 am/pm pm
DATE TAKEN DOWN: _____ TIME: _____ am/pm

This facility is wheelchair accessible. If you plan to attend this public meeting and have a disability that requires special arrangements, please call 972-617-7262 at least 48 hours in advance. Reasonable accommodation will be made to assist your needs. PLEASE SILENCE ALL CELL PHONES & OTHER ELECTRONIC EQUIPMENT WHILE THE CITY COUNCIL MEETING IS IN SESSION.

Pursuant to section 30.06, penal code (trespass by holder of license to carry a concealed handgun), a person licensed under subchapter h, chapter 411, government code (concealed handgun law), may not enter this property with a concealed handgun.

De conformidad con lo establecido en el artículo 30.06 del Código Penal (entrar sin autorización en una propiedad por parte de un titular de un permiso para portar armas ocultas) una persona con licencia bajo el subcapítulo h, capítulo 411 del código de gobierno (ley de portación oculta de armas), no puede entrar en esta propiedad portando una arma oculta.

Pursuant to Section 30.07, Penal Code (trespass by license holder with an openly carried handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may NOT enter this property with a handgun that is carried openly.

Conforme a la seccion 30.07, del código Penal (entrada sin autorización por titular de licencia con una pistola visible) una persona con licencia bajo el subcapítulo h, capítulo 411 del código de gobierno (ley de licencias de pistolas), no puede entrar en sta propiedad con una pistola visible.



Ovilla City Council

AGENDA ITEM REPORT Item 1

Meeting Date: August 19, 2019

☒ Discussion ☒ Action

Submitted By: John R. Dean, Jr.

Reviewed By: ☒ City Manager

Department: Administration

Budgeted Expense: ☐ YES ☐ NO ☒ N/A

Amount:

☒ City Secretary

☐ City Attorney

☒ Accountant

☐ Other: Staff

Attachments:

1. N/A

Agenda Item / Topic:

ITEM 1. PUBLIC HEARING AND DISCUSSION - A TAX RATE OF \$0.660000 per \$100 valuation proposed by the governing body of the City of Ovilla, with a Maintenance and Operation Rate of \$0.514830 and a debt rate of \$0.118170

PROPOSED TAX RATE	\$0.660000 PER \$100
PRECEDING YEAR'S TAX RATE	\$0.660000 PER \$100
EFFECTIVE TAX RATE	\$0.627600 PER \$100
ROLLBACK TAX RATE	\$0.664315 PER \$100

- a. Presentation made by staff.
- b. Public Hearing to receive comments from the public on proposed tax rate.

Discussion / Justification:

Year 2018-2019

PUBLIC HEARING AND DISCUSSION - A TAX RATE of \$0.660000 per \$100 valuation proposed by the governing body of the City of Ovilla, with a Maintenance and Operation Rate of 0.533417 and a debt rate of 0.126583.

PROPOSED TAX RATE	\$0.660000 PER \$100
PRECEDING YEAR'S TAX RATE	\$0.680399 PER \$100
EFFECTIVE TAX RATE	\$0.621776 PER \$100
ROLLBACK TAX RATE	\$0.662271 PER \$100

Year 2019-2020

PUBLIC HEARING AND DISCUSSION - A TAX RATE of \$0.660000 per \$100 valuation proposed by the governing body of the City of Ovilla, with a Maintenance and Operation Rate of 0.54183 and a debt rate of 0.11817.

PROPOSED TAX RATE	\$0.660000 PER \$100
PRECEDING YEAR'S TAX RATE	\$0.660000 PER \$100
EFFECTIVE TAX RATE	\$0.627600 PER \$100
ROLLBACK TAX RATE	\$0.664315 PER \$100

The Effective Tax Rate, (0.627600) Ad Valorem Revenue will increase by \$49,727* as compared to prior year at \$0.660000. M&O - \$68,639

The Rollback Rate, (0.664315) Ad Valorem Revenue will increase by \$224,971* as compared to current rate of \$0.66000. M&O - \$219,891

The Proposed Rate, (0.66000) Ad Valorem Revenue will increase by \$207,195* as compared to current rate of \$0.66000. M&O - \$202,115

*Denotes total increases (both M&O and I&S combined).

Recommendation / Staff Comments:

Because the Crack sealer will be purchased out of this FY budget the need for that expense of \$75,500 could be used to reduce the tax rate to \$0.635470.

Sample Motion(s):

N/A



Ovilla City Council

AGENDA ITEM REPORT

Item 2

Meeting Date: August 19, 2019

☒ Discussion ☒ Action

Submitted By: John R. Dean, Jr.

Reviewed By: ☒ City Manager

☒ Accountant

Department: Administration

Budgeted Expense: ☐ YES ☒ NO ☐ N/A

Amount: Total \$6.1 million bond amount

☒ City Secretary

☐ City Attorney

☐ Other: Staff

Attachments:

1. Resolution 2019-16

Agenda Item / Topic:

ITEM 2. *DISCUSSION/ACTION* – Consideration of and action on Resolution R2019-16 approving and calling a bond election for November 05, 2019 and resolving other matters incident and related thereto.

Discussion / Justification:

The reason that this needs to be considered again is that we were provided incorrect information from the Dallas County Elections office. The resolution has been corrected to reflect that Dallas County voters will have to vote in Dallas County.

The total amount factors in the cost of bond issuance and placing overhead utility lines along Cockrell Hill Road in front of the site underground.

Proposition A: For constructing, improving and equipping City Hall facilities. \$2.940 million*

Proposition B: Is contingent on the passage of the City Hall proposition that would allow for the renovation, improving and equipping a community center. \$130K*

Proposition C: For constructing, improving and equipping public safety facilities. \$2.220 million*

Proposition D: Is contingent on the passage of the public safety proposition that would allow the City to renovate and equip a public works facility. \$130k*

Proposition E: For constructing, improving and equipping park and recreation facilities. \$680k*

*Denotes amounts that include the cost of issuing the bonds.

The City, as of its fiscal year beginning October 1st, 2019, had outstanding an aggregate principal amount of debt equal to \$4,670,000; the aggregate amount of the interest owed on such City debt obligations, through respective maturity, totaled \$1,060,900.

The current City levied ad valorem debt service tax rate for its outstanding debt obligations is \$0.126583 per \$100 of taxable assessed valuation. The City estimates an ad valorem debt service tax rate of \$0.1799 per \$100 of taxable assessed valuation if the bonds subject of the Election are approved and issued.

The proposed I&S Tax Rate is \$0.11817/100. It is estimated the increase per \$100,000 of assessed valuation would be \$61.73 assuming 100% of the funds are approved and issued.

The average Single-Family Residence Value \$241,853* = \$149.30 per year

Median Value of All Taxable Property - \$206,850* = \$127.70 per year

*Numbers derived from 2018 Certified Tax Totals

It has been asked if the current bond debt can be refinanced. According to our Financial Adviser Boyd London, "The bonds are not callable until 8-15-2021. Federal tax law will not allow us to refund those bonds until they become callable".

Recommendation / Staff Comments:

Staff recommends approval.

Sample Motion(s):

I move to approve/deny Resolution R2019-16 approving and calling a bond election for November 05, 2019 and resolving other matters incident and related thereto.

City of Ovilla
RESOLUTION R2019-16

A RESOLUTION CALLING A BOND ELECTION TO BE HELD IN THE CITY OF OVILLA, TEXAS; MAKING PROVISION FOR THE CONDUCT OF A JOINT ELECTION; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO SUCH ELECTION

* * * * *

WHEREAS, the City Council (the *Council*) of the CITY OF OVILLA, TEXAS (the *City*), located in Ellis and Dallas Counties, Texas (the *Counties*), hereby finds and determines that an election should be held to determine whether the Council shall be authorized to issue general obligation bonds of the City in the amount and for the purposes hereinafter identified (the *Election*); and

WHEREAS, the City will contract with the elections administrator of Ellis County and the elections administrator of Dallas County (*Administrator; together, the Administrators*) to conduct all aspects of the Election; and

WHEREAS, the Election will be conducted by the Administrator for voters located in each County and held jointly with other political subdivisions for which the Administrator is also conducting their elections (such other political subdivisions, collectively, the *Participants*), as provided pursuant to the provisions of an election agreement and/or a joint election or similar agreement between or among (as applicable) the City, the Administrator, and/or any Participants, entered into in accordance with the provisions of Section 271.002, as amended, Texas Election Code; and

WHEREAS, the Council hereby finds and determines that the necessity to construct various capital improvements within the City necessitates that it is in the public interest to call and hold the Election at the earliest possible date to authorize the issuance of general obligation bonds for the purposes hereinafter identified; and

WHEREAS, the Council hereby finds and determines that the actions hereinbefore described are in the best interests of the residents of the City; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OVILLA, TEXAS THAT:

SECTION 1. The Election shall be held in the CITY OF OVILLA, TEXAS on the 5th day of November, 2019 (*Election Day*), which is a uniform election date under the Texas Election Code, as amended, and is not less than 78 days nor more than 90 days from the date of the adoption of this resolution (the *Resolution*), for the purpose of submitting the following propositions to the qualified voters of the City:

CITY OF OVILLA, TEXAS PROPOSITION A

"Shall the City Council of the City of Ovilla, Texas be authorized to issue and sell one or more series of general obligation bonds of the City in the aggregate principal amount of not more than \$2,940,000 for the purpose of making

permanent public improvements or other public purposes, to wit: designing, acquiring, constructing, purchasing, and equipping City Hall facilities, and the purchase of land, easements, rights-of-way, and other real property interests necessary therefor or incidental thereto, and completing related landscaping, such bonds to mature serially or otherwise (not more than 40 years from their date) in accordance with law; and any issue or series of said bonds to bear interest at such rate or rates (fixed, floating, variable or otherwise) as may be determined within the discretion of the City Council, provided that such rate of interest shall not exceed the maximum rate per annum authorized by law at the time of the issuance of any issue or series of said bonds; and shall the City Council of the City be authorized to levy and pledge, and cause to be assessed and collected, annual ad valorem taxes, within the limitations prescribed by law, on all taxable property in said City sufficient to pay the annual interest and provide a sinking fund to pay the bonds at maturity and the cost of any credit agreements executed in connection with the bonds?"

CITY OF OVILLA, TEXAS PROPOSITION B

"If Proposition A is approved by a majority of the voters, shall the City Council of the City of Ovilla, Texas be authorized to issue and sell one or more series of general obligation bonds of the City in the aggregate principal amount of not more than \$130,000 for the purpose of making permanent public improvements or other public purposes, to wit: designing, renovating, improving, and equipping existing City Hall facilities as a community center, such bonds to mature serially or otherwise (not more than 40 years from their date) in accordance with law; and any issue or series of said bonds to bear interest at such rate or rates (fixed, floating, variable or otherwise) as may be determined within the discretion of the City Council, provided that such rate of interest shall not exceed the maximum rate per annum authorized by law at the time of the issuance of any issue or series of said bonds; and shall the City Council of the City be authorized to levy and pledge, and cause to be assessed and collected, annual ad valorem taxes, within the limitations prescribed by law, on all taxable property in said City sufficient to pay the annual interest and provide a sinking fund to pay the bonds at maturity and the cost of any credit agreements executed in connection with the bonds?"

CITY OF OVILLA, TEXAS PROPOSITION C

"Shall the City Council of the City of Ovilla, Texas be authorized to issue and sell one or more series of general obligation bonds of the City in the aggregate principal amount of not more than \$2,220,000 for the purpose of making permanent public improvements or other public purposes, to wit: designing, acquiring, constructing, purchasing, and equipping public safety facilities, and the purchase of land, easements, rights-of-way, and other real property interests necessary therefor or incidental thereto, and completing related landscaping, such bonds to mature serially or otherwise (not more than 40 years from their date) in accordance with law; and any issue or series of said bonds to bear interest at such rate or rates (fixed, floating, variable or

otherwise) as may be determined within the discretion of the City Council, provided that such rate of interest shall not exceed the maximum rate per annum authorized by law at the time of the issuance of any issue or series of said bonds; and shall the City Council of the City be authorized to levy and pledge, and cause to be assessed and collected, annual ad valorem taxes, within the limitations prescribed by law, on all taxable property in said City sufficient to pay the annual interest and provide a sinking fund to pay the bonds at maturity and the cost of any credit agreements executed in connection with the bonds?"

CITY OF OVILLA, TEXAS PROPOSITION D

"If Proposition C is approved by a majority of the voters, shall the City Council of the City of Ovilla, Texas be authorized to issue and sell one or more series of general obligation bonds of the City in the aggregate principal amount of not more than \$130,000 for the purpose of making permanent public improvements or other public purposes, to wit: designing, renovating, improving, and equipping existing public safety facilities as public works facilities, such bonds to mature serially or otherwise (not more than 40 years from their date) in accordance with law; and any issue or series of said bonds to bear interest at such rate or rates (fixed, floating, variable or otherwise) as may be determined within the discretion of the City Council, provided that such rate of interest shall not exceed the maximum rate per annum authorized by law at the time of the issuance of any issue or series of said bonds; and shall the City Council of the City be authorized to levy and pledge, and cause to be assessed and collected, annual ad valorem taxes, within the limitations prescribed by law, on all taxable property in said City sufficient to pay the annual interest and provide a sinking fund to pay the bonds at maturity and the cost of any credit agreements executed in connection with the bonds?"

CITY OF OVILLA, TEXAS PROPOSITION E

"Shall the City Council of the City of Ovilla, Texas be authorized to issue and sell one or more series of general obligation bonds of the City in the aggregate principal amount of not more than \$680,000 for the purpose of making permanent public improvements or other public purposes, to wit: designing, acquiring, constructing, renovating, improving, and equipping City park, recreation (including sports and athletics), and open space improvements, making park, recreation, and open space additions, acquiring lands and rights-of-way necessary thereto, including sidewalks and parking lots, such bonds to mature serially or otherwise (not more than 40 years from their date) in accordance with law; and any issue or series of said bonds to bear interest at such rate or rates (fixed, floating, variable or otherwise) as may be determined within the discretion of the City Council, provided that such rate of interest shall not exceed the maximum rate per annum authorized by law at the time of the issuance of any issue or series of said bonds; and shall the City Council of the City be authorized to levy and pledge, and cause to be assessed and collected, annual ad valorem taxes, within the limitations prescribed by law, on all taxable

property in said City sufficient to pay the annual interest and provide a sinking fund to pay the bonds at maturity and the cost of any credit agreements executed in connection with the bonds?”

SECTION 2. One or more City election precincts or vote centers are hereby established for the purpose of holding the Election, and one or more polling places are hereby designated for holding the Election in the City election precincts or vote centers as identified in Exhibit A to this Resolution (which is incorporated herein by reference for all purposes). At least 79 days prior to Election Day, or as soon thereafter as is reasonably practicable, the City, acting through the Mayor, the City Manager, or his designee thereof, in coordination with the Administrators, or the respective designee thereof, as necessary or desirable, will appoint the Presiding Judges, Alternate Presiding Judges, Election Clerks, and all other election officials for the Election, together with any other necessary changes to election practices and procedures and can correct, modify, or change the Exhibits to this Resolution based upon the final locations and times agreed upon by the Administrators, the City, and the Participants to the extent permitted by applicable law.

A. The Presiding Judge shall appoint not less than two resident qualified voters of the applicable County to act as clerks in order to properly conduct the Election. To the extent required by the Texas Election Code, as amended, or other applicable law, the appointment of these clerks must include a person fluent in the Spanish language to serve as a clerk to render oral aid in the Spanish language to any voter desiring such aid at the polls on Election Day. If the Presiding Judge appointed actually serves, the Alternate Presiding Judge shall serve as one of the clerks. In the absence of the Presiding Judge, the Alternate Presiding Judge shall perform the duties of the Presiding Judge of the election precinct.

B. On Election Day, the polls shall be open as designated on Exhibit A.

C. The main early voting location is designated in Exhibit B to this Resolution (which is hereby incorporated herein by reference for all purposes). The individual named as the Early Voting Clerk as designated in Exhibit B is hereby appointed as the Early Voting Clerk to conduct such early voting in the Election. The Early Voting Clerk shall appoint the Deputy Early Voting Clerks. This main early voting location shall remain open to permit early voting on the days and at the times as stated in Exhibit B. Early voting shall commence as provided on Exhibit B and continue through the date set forth on Exhibit B, all as provided by the provisions of the Texas Election Code, as amended.

Additionally, permanent and/or temporary branch offices for early voting by personal appearance may be established and maintained in accordance with the Texas Election Code. In the event such permanent and/or temporary branch locations are established, information regarding the locations, dates, and hours of operation for early voting at these offices shall be determined by the Administrators, as identified in Exhibit B hereto.

The City authorizes the Administrators to establish an Early Voting Ballot Board for the purpose of processing early voting results. The individual designated in Exhibit B as the Presiding Judge of an Early Voting Ballot Board is hereby appointed the Presiding Judge of the indicated Early Voting Ballot Board. The Presiding Judge shall appoint not less than two

resident qualified voters of the City to serve as members of each such Early Voting Ballot Board.

SECTION 3. Electronic voting machines may be used in holding and conducting the Election on Election Day; provided, however, in the event the use of such electronic voting machines is not practicable, the Election may be conducted on Election Day by the use of paper ballots (except as otherwise provided in this section). Electronic voting machines or paper ballots may be used for early voting by personal appearance (except as otherwise provided in this section). Pursuant to Section 61.012, as amended, Texas Election Code, the City shall provide at least one accessible voting system in each polling place used in the Election. Such voting system shall comply with State and federal laws establishing the requirement for voting systems that permit voters with physical disabilities to cast a secret ballot. Any legally permissible voting method may be used for early voting and Election Day voting by personal appearance. Certain early voting may be conducted by mail.

SECTION 4. The City authorizes the Administrators to utilize a Central Counting Station (the *Stations*) as provided by Section 127.001, *et seq.*, as amended, Texas Election Code. The Administrators, or designees thereof, are hereby appointed as the Manager of their respective Stations who will establish a written plan for the orderly operation of the Stations in accordance with the provisions of the Texas Election Code. The Council authorizes the Administrators, or the designees thereof, to appoint the Presiding Judges, the Tabulation Supervisors, and the Programmers of their respective Stations and may appoint Station clerks as needed or desirable. The Administrators will publish (or cause to be published) notice and conduct testing on the automatic tabulation equipment relating to the Station and conduct instruction for the officials and clerks for their respective Stations in accordance with the provisions of the Texas Election Code.

SECTION 5. The official ballot shall be prepared in accordance with the Texas Election Code, as amended, so as to permit voters to vote "FOR" or "AGAINST" the aforesaid propositions which shall appear on the ballot substantially as follows:

CITY OF OVILLA, TEXAS PROPOSITION A

"THE ISSUANCE OF NOT TO EXCEED \$2,940,000 OF CITY OF OVILLA, TEXAS GENERAL OBLIGATION BONDS FOR CITY HALL FACILITIES, AND THE LEVYING OF A TAX IN PAYMENT THEREOF."

CITY OF OVILLA, TEXAS PROPOSITION B

"IF THE MAJORITY OF VOTERS APPROVE PROPOSITION A, THE ISSUANCE OF NOT TO EXCEED \$130,000 OF CITY OF OVILLA, TEXAS GENERAL OBLIGATION BONDS FOR THE RENOVATION OF THE EXISTING CITY HALL FACILITIES AS A COMMUNITY CENTER, AND THE LEVYING OF A TAX IN PAYMENT THEREOF."

CITY OF OVILLA, TEXAS PROPOSITION C

"THE ISSUANCE OF NOT TO EXCEED \$2,220,000 OF CITY OF OVILLA, TEXAS GENERAL OBLIGATION BONDS FOR PUBLIC SAFETY FACILITIES, AND THE LEVYING OF A TAX IN PAYMENT THEREOF."

CITY OF OVILLA, TEXAS PROPOSITION D

"IF THE MAJORITY OF VOTERS APPROVE PROPOSITION C, THE ISSUANCE OF NOT TO EXCEED \$130,000 OF CITY OF OVILLA, TEXAS GENERAL OBLIGATION BONDS FOR THE RENOVATION OF THE EXISTING PUBLIC SAFETY FACILITIES AS PUBLIC WORKS FACILITIES, AND THE LEVYING OF A TAX IN PAYMENT THEREOF."

CITY OF OVILLA, TEXAS PROPOSITION E

"THE ISSUANCE OF NOT TO EXCEED \$680,000 OF CITY OF OVILLA, TEXAS GENERAL OBLIGATION BONDS FOR PARK, RECREATION, AND OPEN SPACE IMPROVEMENTS, AND THE LEVYING OF A TAX IN PAYMENT THEREOF."

SECTION 6. All resident qualified voters of the City shall be permitted to vote at the Election, and on Election Day, such voters shall vote at the designated polling places. The Election shall be held and conducted in accordance with the provisions of the Texas Election Code, as amended, Chapters 1251 and 1331, as amended, Texas Government Code, and as may be required by any other law. To the extent required by law, all materials and proceedings relating to the Election shall be printed in both English and Spanish.

SECTION 7. Notice of election, including a Spanish translation thereof, shall be published on the same day in each of two successive weeks in a newspaper of general circulation in the City, the first of these publications to appear in such newspaper not more than 30 days, and not less than 14 days, prior to Election Day. Moreover, a substantial copy of this Resolution, including a Spanish translation thereof, shall be posted (i) at City Hall not less than 21 days prior to Election Day; (ii) at three additional public places within the City not less than 21 days prior to Election Day, (iii) in a prominent location at each polling place on Election Day and during early voting, and (iv) in a prominent location on the City's internet website not less than 21 days prior to Election Day. A sample ballot shall be posted on the City's internet website not less than 21 days prior to Election Day.

SECTION 8. As required by and in accordance with Section 3.009(b)(5) and (7) through (9) of the Texas Election Code, the City, as of its fiscal year beginning October, 2019, had outstanding an aggregate principal amount of debt equal to \$4,670,000; the aggregate amount of the interest owed on such City debt obligations, through respective maturity, totaled \$1,060,900; and the City levied an ad valorem debt service tax rate for its outstanding debt obligations of \$0.126583 per \$100 of taxable assessed valuation. The City estimates an ad valorem debt service tax rate of \$0.1799 per \$100 of taxable assessed valuation if the bonds that are subject of the Election are approved and are issued (taking into account the outstanding City bonds and bonds that are the subject of this Election, but not future bond authorizations of the City). The bonds that are the subject of this Election shall mature serially

or otherwise overall a specified number of years (not more than 40 years from their date), as preserved by applicable Texas law, though the City estimates that, based on current bond market conditions, such bonds will amortize over a 30-year period from their respective date of issue. The foregoing estimated tax rate and amortization period are only estimates, provided for Texas statutory compliance, and do not serve as a cap on any City ad valorem tax rate or the amortization period for bonds that are the subject of this Election.

SECTION 9. The Council authorizes the Mayor, the City Manager, or their respective designees, to negotiate and enter into one or more joint election agreements and/or similar contracts or agreements with the Counties, acting by and through the Administrator, and any Participants if desired or required to comply with applicable law, as permitted and in accordance with the provisions of the Texas Election Code, as amended. In addition, the City authorizes the Mayor, the City Manager, or their respective designees of either of such parties to make such technical modifications to this Resolution that are necessary for compliance with applicable Texas or federal law or to carry out the intent of the Council, as evidenced herein. To the extent that any duty or obligation of the City, in general, or any City official, in particular, is properly delegated to the County pursuant to a joint election agreement, then the County's carrying out those duties and obligations on the City's behalf pursuant to the terms of such joint election agreement shall be binding upon the City and are hereby determined by the Council to be evidence of the City's compliance with the provisions of applicable Texas law concerning the Election relative to the same. By incorporating all essential terms necessary for a joint election agreement, this Resolution is intended to satisfy Section 271.002(d) of the Texas Election Code, as amended, without further action of the City Council. To the extent needed or desirable, the Administrators are hereby appointed joint custodian of voted ballots for the purposes of Section 31.096, as amended, Texas Election Code.

SECTION 10. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the Council.

SECTION 11. All ordinances and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

SECTION 12. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 13. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 14. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid,

and this Council hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 15. Pursuant to the provisions of Section 1201.028, as amended, Texas Government Code, this Resolution shall be effective immediately upon adoption.

* * * *

PASSED AND APPROVED on the 19th day of August, 2019.

CITY OF OVILLA, TEXAS

Richard Dormier
Mayor

ATTEST:

Pamela Woodall
City Secretary

(CITY SEAL)

[Signature Page to City of Ovilla, Texas Resolution Calling a Bond Election]

Exhibit A

ELECTION DAY PRECINCTS AND VOTE CENTERS/POLLING PLACES

Election Day: Tuesday, November 5, 2019

Election Day Polling Locations open from 7 a.m. to 7 p.m.

Presiding Judges and Alternates: to be named by the Administrators.

City Precinct	Ellis County Precinct	Dallas County Precinct	Polling Locations*
1	107, 108, 109, 110	—	<p>Eastridge Baptist Church, 732 E Ovilla Rd, Red Oak, TX 75154</p> <p>Ellis County Sub-Courthouse, 207 S Sonoma Trail, Ennis, TX 75119</p> <p>Ellis County Womans Bldg, 407 W Jefferson St, Waxahachie, TX 75165</p> <p>Ennis Public Library, 501 W Ennis Ave, Ennis, TX 75119</p> <p>Faith Assembly Of God Church, 1810 W Baldridge St, Ennis, TX 75119</p> <p>Farley Street Baptist Church (Gym), 1116 Brown St, Waxahachie, TX 75165</p> <p>Ferris Public Library, 301 E 10th St, Ferris, TX 75125</p> <p>First Baptist Church-Maypearl, 5744 FM 66, Maypearl, TX 76064</p> <p>Grace Church Of Ovilla, 519 Westmoreland Rd, Ovilla, TX 75154</p> <p>Midlothian Church Of Christ, 1627 N Hwy 67, Midlothian, TX 76065</p> <p>Midlothian Conference Ctr, 1 Community Cir Dr, Midlothian, TX 76065</p> <p>Mountain Peak Comm Church, 751 W FM 875, Midlothian, TX 76065</p> <p>Mt Gilead Missionary Baptist Church, 106 Harris St, Italy, TX 76651</p> <p>Palmer ISD Annex Building, 303 Bulldog Way, Palmer, TX 75152</p> <p>Park Meadows Baptist Church, 3350 N Hwy 77, Waxahachie, TX 75165</p> <p>Red Oak Municipal Center, 200 Lakeview Pkwy, Red Oak, TX 75154</p> <p>Salvation Army Of Ellis County, 620 Farley St, Waxahachie, TX 75165</p> <p>The following two locations may cancel: First United Methodist, 104 Pecan St, Bardwell, TX 75119 Harvest of Praise Ministry, 2603 S Hampton Rd, Glenn Heights, TX 75154</p>
2	—	3100, 3101	<p>Cedar Hill Recreation Ct, 310 E Parkerville Rd, Cedar Hill, TX 75104</p> <p>McCowan Middle School, 500 Majestic Meadow Dr, Glenn Heights 75154</p>

*Ellis and Dallas Counties participate in the Countywide Polling Place program under Section 43.007, as amended, Texas Election Code. Registered voters of Ellis County will be able to cast their Election Day ballots at any of the Vote Centers in Ellis County identified above. Registered voters of Dallas County will be able to cast their Election Day ballots at any of the Vote Centers in Dallas County identified above and on the Dallas County website.

Exhibit B
EARLY VOTING

Early voting begins Monday, October 21, 2019 and ends on Friday, November 1, 2019.

Voters entitled to vote an early ballot by personal appearance may do so at any Early Voting site in their County of registration.

Applications for voting by mail should be received no later than the close of business (5:00 p.m.) on Friday, October 25, 2019. If an application for ballot by mail is faxed or emailed (or if a federal postcard application is faxed), the applicant must also mail the original application so that the early voting clerk receives the original no later than four days after receiving the emailed or faxed copy.

ELLIS COUNTY

Elections Office, 204 E. Jefferson St, Waxahachie, TX 75165 (main location)
Midlothian Conference Center, 1 Community Circle Dr, Midlothian, TX 76065
Palmer ISD Annex Building, 303 Bulldog Way, Palmer, TX 75152
Ellis County Sub-Courthouse, 207 S. Sonoma Trail, Ennis, TX 75119
Red Oak Municipal Center, 200 Lakeview Pkwy, Red Oak, TX 75154
Harvest of Praise Ministry, 2603 S Hampton Rd, Glenn Heights, TX 75154 (may cancel)

Monday, October 21, 2019 through Friday, October 25, 2019	8:00 a.m. – 6:00 p.m.
Saturday, October 26, 2019	8:00 a.m. – 3:00 p.m.
Monday, October 28, 2019 through Wednesday, October 30, 2019	8:00 a.m. – 6:00 p.m.
Thursday, October 31, 2019 through Friday, November 1, 2019	7:00 a.m. – 7:00 p.m.

Early Voting Clerk: Jana Onyon, 204 E. Jefferson St., Waxahachie. Presiding Judge of the Early Voting Ballot Board: to be named by Jana Onyon. Applications for early voting by mail should be sent to: Jana Onyon, 204 E. Jefferson Street, Waxahachie, Texas 75165; fax: (972) 923-5194, email: elections@co.ellis.tx.us.

DALLAS COUNTY

Glenn Heights City Hall, 1938 S Hampton Rd, Glenn Heights, TX 75154
Cedar Hill Government Center, 285 Uptown Blvd, Cedar Hill, TX 75104
Disciple Central Community Church, 901 N Polk St, DeSoto, TX 75115

Monday, October 21, 2019 through Friday, October 25, 2019	8:00 a.m. – 5:00 p.m.
Saturday, October 26, 2019	8:00 a.m. – 5:00 p.m.
Sunday, October 27, 2019	1:00 p.m. – 6:00 p.m.
Monday, October 28, 2019 through Wednesday, October 30, 2019	8:00 a.m. – 5:00 p.m.
Thursday, October 31, 2019 through Friday, November 1, 2019	7:00 a.m. – 7:00 p.m.

Early Voting Clerk: Toni Pippins-Poole, 2377 North Stemmons Frwy., Ste. 820, Dallas. Presiding Judge of the Early Voting Ballot Board: to be named by Toni Pippins-Poole. Applications for early voting by mail should be sent to: Toni Pippins-Poole, 2377 North Stemmons Frwy., Ste. 820, Dallas, Texas, 75207; fax: (214) 819-6301; email: earlyvotingmail@dallascounty.org.



Ovilla City Council

AGENDA ITEM REPORT Item 3

Meeting Date: August 19, 2019

Department: Administration

☒ Discussion ☒ Action

Budgeted Expense: ☐ YES ☒ NO ☐ N/A

Submitted By: John R. Dean, Jr.

Amount: TBD

Reviewed By: ☒ City Manager

☒ City Secretary

☒ City Attorney

☒ Accountant

☐ Other: Staff

Attachments:

1. Dallas County contract

Agenda Item / Topic:

ITEM 3. *DISCUSSION/ACTION* – Consideration of and action on a Dallas County November 05, 2019 Joint Contract for Election Services with the City of Ovilla.

Discussion / Justification:

As a participating subdivision Council would need to authorize the Dallas County Contract for Election Services. Dallas County is going countywide – as has Ellis County.

The Election Code does not allow counties to crossover districts.

Recommendation / Staff Comments:

Staff recommends approval.

Sample Motion(s):

I move to approve/deny a Dallas County November 05, 2019 Joint Contract for Election Services with the City of Ovilla.

ELECTION SERVICES CONTRACT ("Election Services Contract")

**ELECTION SERVICES AGREEMENT
BETWEEN
THE DALLAS COUNTY ELECTIONS ADMINISTRATOR**

AND THE

TOWN OF ADDISON (TOA)

CITY OF COPPELL (COC)

CITY OF GLENN HEIGHTS (COGH)

CITY OF IRVING (COI)

CITY OF MESQUITE (COD)

CITY OF OVILLA (OVI)

TOWN OF SUNNYVALE (ToSU)

RICHARDSON INDEPENDENT SCHOOL DISTRICT (RISD)

SUNNYVALE INDEPENDENT SCHOOL DISTRICT (SuISD)

**FOR THE CONDUCT OF A GENERAL/SPECIAL and JOINT ELECTION
TO BE HELD TUESDAY, NOVEMBER 5, 2019
TO BE ADMINISTERED BY THE DALLAS COUNTY ELECTIONS DEPARTMENT (DCED)**

1) STATUTORY AUTHORITY FOR AND PARTIES TO THIS ELECTION SERVICES CONTRACT

- a) Antoinette "Toni" Pippins-Poole ("Toni Pippins-Poole") is the duly appointed County Elections Administrator ("Elections Administrator") of Dallas County, Texas ("County") and the Department Head of the Dallas County Elections Department ("DCED"). As such, Toni Pippins-Poole is the County's Voter Registrar and the Election Officer of Dallas County, Texas and is authorized by Subchapter D of Chapter 31 of Title 3 of the Texas Election Code to enter into this Election Services Contract ("Election Services Contract" or "Contract") with the contracting authorities of the Participating Political Subdivisions listed in "Attachment F" of this Election Services Contract. DCED acts at the direction of the Elections Administrator. The County, County Elections Administrator, DCED and the Participating Political Subdivisions together may be referred to collectively as "Parties" or individually as "Party."
- b) The contracting authorities of the Participating Political Subdivisions that are participating in this Election Services Contract are listed in "**Attachment F**" of this Election Services Contract and are hereby participating with each other in this **General/Special and Joint Election to be held in Dallas County, Texas on Tuesday, November 5, 2019** under Chapter 274 of the Texas Election Code and Chapter 271 of Title 16 of the Texas Election Code ("Joint Election"); and are hereby contracting with the Elections Administrator of Dallas County, Texas to perform the election services set forth in this Election Services Contract under Subchapter D of Chapter 31 of Title 3 of the Texas Election Code. The Participating Political Subdivisions acknowledge that they are participating in this **General/Special and Joint Election** with each other and with Dallas County, Texas and the State of Texas, to the extent that Dallas County, Texas and the State of Texas have candidates and/or propositions on the ballot in this General/Special and Joint Election.
- c) The Elections Administrator will coordinate, supervise, and handle all aspects of administering this General/Special and Joint Election in accordance with the provisions of the Texas Election Code and as outlined in this Election Services Contract. Each contracting authority of each Participating Political Subdivision will pay its share of the Election Costs to the Elections Administrator for the equipment, supplies, services, and administrative costs outlined in this Election Services Contract. The Elections Administrator will administer the election; however, each Participating Political Subdivision will be responsible for the duties directly administered by the Participating Political Subdivision. Pursuant to Texas Election Code §§ 31.093, and 31.098, the Elections Administrator is authorized to enter into a contract to furnish the election services requested within this Election Services Contract. The Elections Administrator with prior written authorization of the Participating Political Subdivisions may act as the agent for each Participating Political Subdivision to enter into a contract to furnish the election services requested within this Election Services Contract.
- d) If applicable and in the event a runoff election is necessary, the date of the runoff for this Joint election would be **Saturday, December 14, 2019**. This Elections Services Contract and its terms will be automatically extended to cover the Joint Runoff Election, unless a Participating Political Subdivision states in writing before **Monday, November 18, 2019** that it does not wish to participant in the/a joint runoff election. DCED will provide each Participating Political Subdivision to which this Section 1(d) applies, an estimated cost required to deposit funds into a special/separate Joint Runoff Election account. The funds must be deposited no later than five (5) days after the Joint Runoff Election's estimated figures are received from DCED.

2) ATTACHMENTS

The following attachments are hereby incorporated into this Election Services Contract as if set forth herein in their entirety. The Participating Political Subdivisions acknowledge that the following attachments are subject to reasonable changes by the Dallas County Elections Administrator before, during, and after Election Day and any runoff election(s), if any runoff election(s) are required by law to be held.

- a) **"Attachment A"** is an itemized list of the estimated election expenses for this General/Special and Joint Election and the amounts that each Participating Political Subdivision must deposit with the DCED. It also includes the Deposit Detail for each entity. The Elections Administrator will amend "Attachment A" to reflect the changing estimates of election expenses that are caused by changing circumstances and by the withdrawal of Participating Political Subdivision(s), if any, from this Election Services Contract.
- b) **"Attachment B"** is a list of the early voting polling places for this General/Special and Joint Election.
- c) **"Attachment C"** is a list of the Election Day Countywide Voting Centers for this General/Special and Joint Election.
- d) **"Attachment D"** is a list of the people that the Dallas County Elections Administrator will appoint as deputy early voting clerks for this General/Special and Joint Election.
- e) **"Attachment E"** is a list of the presiding election judges and alternate election judges for Election Day for this General/Special and Joint Election.
- f) **"Attachment F"** is a list of the Participating Political Subdivisions that will be holding elections in Dallas County election precincts or partial election precincts and the number of registered voters in each of those election precincts or partial election precincts. "Attachment F" will also contain, for each Participating Political Subdivision, the full name of the person serving as a point of contact, the physical address, the mailing address, a facsimile number, and an email address. "Attachment F" will be amended if any of the Participating Political Subdivisions withdraw from this Election Services Contract. "Attachment F" will be amended to reflect the number of registered voters in each election precinct and partial election precinct as of the statutory deadline (**Monday, October 7, 2019**) for voters to submit applications to register to vote or changes of address in this General/Special and Joint Election.
- g) **"Attachment G"** contains the **Statement of Elections Propositions and Offices** involved for each Participating Political Subdivision.
- h) Within five (5) business days after any of the foregoing attachments being amended by the Elections Administrator, the Elections Administrator will send each Participating Political Subdivision an amended version of the amended attachment by email to the email address provided by each Participating Political Subdivision in "Attachment F."

3) LEGAL DOCUMENTS

- a) Each Participating Political Subdivision will prepare, adopt, and publish all legally required election orders, resolutions, notices, and other documents that are required by, or of, their governing bodies. Each Participating Political Subdivision must send the Elections Administrator a copy of any election order, resolution, or notice related to this General/Special and Joint Election within three (3) business days of publishing, adopting, or ordering it. Such documents can be sent to the attention of: **Robert Heard, Assistant Elections Administrator, 2377 North Stemmons Freeway, Suite 820, Dallas, Texas 75207; or, emailed to Robert.Heard@DallasCounty.org; or Daniel Bradley, via email to Daniel.Bradley@Dallascounty.org.**
- b) Each Participating Political Subdivision is responsible for having its own election orders, resolutions, notices, or official ballot wording translated into the Spanish language.
- c) **Always copy Toni.Pippins-Poole@DallasCounty.ORG on all communications related to legal documents and question regarding this election.**

4) VOTING SYSTEMS

- a) Each Participating Political Subdivision agrees that, during this General/Special and Joint Election, voters will cast their ballots on a voting system approved by the Texas Secretary of State in accordance with the Texas Election Code and the Texas Administrative Code. On Monday, September 16, 2019 at 10:00 A.M., at the County Election Equipment Warehouse at 1506 East Langdon Road, Hutchins, Texas, the Elections Administrator will test the ExpressVote voting system and DS200 automatic tabulating equipment used for counting ballots at the central counting station. At least 48 hours before the date and hour of each test, the Elections Administrator will publish a newspaper notice with the date, hour, and place of the testing. The Elections Administrator will establish regional collection sites within the county and a central counting station to receive and tabulate the regular ballots that are cast in this General/Special and Joint Election and receive the provisional ballots.
- b) The Elections Administrator will provide ExpressVote voting machines (ballot marking devices) and DS200 tabulators, for this General/Special and Joint Election. Each ExpressVote machine complies with the Americans with Disabilities Act ("ADA") For Election Day, the Elections Administrator will allocate voting booths to all of the Countywide voting centers in amounts reasonably anticipated to be sufficient for the anticipated turnout of voters. Each Election Day Countywide voting center will have at least one (1) DS200 tabulator and four (4) ExpressVote voting machines.
- c) The itemized list of the estimated election expenses for this General/Special and Joint Election are in "Attachment A," which includes the number of DS200 tabulators and ExpressVote machines. All of the Participating Political Subdivisions agree that ADA Terminals will be used during this General/Special and Joint Election under the Help America Vote Act of 2002 ("HAVA") and that the ADA Terminals will be part of this Election Services Contract.

5) POLLING PLACES

- a) The Elections Administrator will select and arrange for the use of and payment for all of the early voting polling places listed in "Attachment B" and the Election Day Countywide voting centers listed in "Attachment C". Polling locations identified in Attachments "B" and "C" cannot be changed by a Participating Political Subdivision, but the Elections Administrator may consider changes requested by a Participating Political Subdivision. The Elections Administrator will finalize the polling places as soon as possible before this Joint Election.
- b) Whenever possible, the designated countywide vote centers (Attachment C) will be used for the election precincts and partial election precincts in this General/Special and Joint Election; however, the Participating Political Subdivisions acknowledge that sometimes previously used polling places are not available or appropriate for every election. Accessibility under the Americans with Disabilities Act is an important consideration for all polling places in this General/Special and Joint Election.
- c) In accordance with Section 43.007(o) of the Texas Election Code, the Elections Administrator will post a notice at each countywide voting center of the four nearest countywide voting center locations by driving distance. The Participating Political Subdivisions shall be responsible for any notices requires under Section 43.062 of the Texas Election Code.

6) PRESIDING ELECTION JUDGES, ALTERNATE PRESIDING ELECTION JUDGES, ELECTION CLERKS, AND OTHER ELECTION DAY PERSONNEL

- a) The Elections Administrator will be responsible for the appointment of the presiding election judges and alternate election judges listed in "Attachment E" for each polling place listed in "Attachment C" subject to the eligibility requirement found in the Texas Election Code Subchapter C, Chapter 32 and Subchapter A, Chapter 83.
- b) **This sub-paragraph applies only to an election with no partisan candidate on any ballot.** If a Participating Political Subdivision requests that a person not listed in "Attachment E" be appointed to serve in a specific polling place, but another Participating Political Subdivision requests that a different person be appointed to serve that same polling place, a drawing by lot shall be conducted from the recommendations, no later than **Friday, September 7, 2019** to resolve the conflict and notify each Participating Political Subdivision affected by the resolution. After the Elections Administrator notifies a person so selected by lot of the polling place where the person will serve, the Elections Administrator is not required to act on further such requests from the Participating Political Subdivisions for that specific polling place.
- c) If a person appointed as a presiding election judge or alternate election judge becomes ineligible to serve as such in this General/Special and Joint Election, then the Election Administrator will appoint a replacement presiding election judge or alternate election judge, amend "Attachment E" accordingly, and send each Participating Political Subdivision the amended "Attachment E" by email within five (5) business days.
- d) If a person is unable or unwilling to serve as a presiding election judge or an alternate election judge, then the Elections Administrator will name a replacement presiding election judge or alternate election judge and send each Participating Political Subdivision the amended "Attachment E" by email within five (5) business days.
- e) The Elections Administrator will provide county training programs, in keeping with Section 32.114 of the Texas Election Code, for all of the presiding election judges, alternate election judges, and election clerks for this General/Special and Joint Election. The presiding election

judges are responsible for notifying the alternate presiding judge and the election clerks for the presiding election judge's polling place of the time and place of each training session.

- f) To serve in this General/Special and Joint Election, each presiding election judge and alternate election judge must have attended an election judge training session, a training session regarding the court rulings and the applicability of the mandatory Voter ID law, E-Pollbook training and Election Voting Equipment training sessions taught by the Elections Administrator for this General/Special and Joint Election. New judges and election clerks that have not attended a mandatory Voter ID Law, E-Pollbook, and Election Voting Equipment training sessions taught by the Elections Administrator for this General/Special and Joint Election may not serve in this Election.
- g) The Elections Administrator will notify the Participating Political Subdivisions by email and post on the DCED's website the dates, times, and locations of training classes and labs for both Early Voting and Election Day Workers.
- h) To comply with the Federal Voting Rights Act of 1965, as amended, precincts containing more than 5% Hispanic population, according to the 2010 census statistics, are required to have interpreter assistance. If a presiding election judge of such a precinct is not bilingual and is unable to hire a bilingual election clerk, the Elections Administrator may recommend an individual to provide interpreter assistance. If the Elections Administrator is unable to recommend an individual to provide interpreter assistance for such a precinct, the Elections Administrator will notify the Participating Political Subdivision and request assistance in identifying an interpreter. In the event that a bilingual election clerk is hired by the Elections Administrator for a precinct required to have interpreter assistance, the bilingual clerk will be paid according to a rate set by the Elections Administrator. The Elections Administrator will charge that expense to the funds deposited with the Dallas County Elections Department for the conduct of the elections listed in this Election Services Contract. A Participating Political Subdivision may pay more money to a bilingual clerk than the rate set by the Elections Administrator, however that expense will be borne by that Participating Political Subdivision individually and that extra expense will not be charged to the funds deposited with the Dallas County Treasurer for the conduct of the elections listed in this Election Services Contract.
- i) The Elections Administrator will notify all of the presiding election judges and alternate election judges about the eligibility requirements of Subchapter C of Chapter 32 of Title 3 of the Texas Election Code and Section 271.005 of the Texas Election Code. The Elections Administrator will take the necessary steps to insure that all of the presiding election judges and alternate election judges appointed to serve during this General/Special and Joint Election are eligible to serve and qualified to serve in this General/Special and Joint Election. Under Section 32.031 of the Texas Election Code, the presiding election judge for each election countywide voting center shall appoint the election clerks to assist the presiding election judge in the conduct of the election at the polling place served by the presiding election judge on Election Day.
- j) The presiding election judges are responsible for picking up election supplies at the time and place determined by the Elections Administrator, which will be set forth in the letter to the presiding election judges requesting service for this election. Payments for the presiding election judge will be specified in "Attachment A."
- k) Any Participating Political Subdivision electing to pay their election workers for attending a

training class or lab must bear that expense separately from the funds deposited into this General/Special and Joint Election account.

- I) The Elections Administrator will employ other 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 and equipment assistance during the period of Early Voting and on Election Day, and for the efficient tabulation of ballots at the central counting station and regional sites. Part-time personnel will be paid an amount specified in "Attachment A." Part-time personnel working in support of the administration of the Election, including Central Counting Station, regional sites on election night will receive pay for at least four (4) hours, minimum call for service, regardless of the actual hours worked.

7) SUPPLIES AND PRINTING

- a) The Elections Administrator will obtain and distribute all of the election supplies and election printing necessary for this General/Special and Joint Election, including, but not limited to, all forms, signs, maps for redistricting, and other materials used by the presiding election judges and clerks at the polling places.
- b) The Elections Administrator will provide maps, if necessary, instructions, and other information that the presiding election judges need to conduct this General/Special and Joint Election.
- c) Each Participating Political Subdivision must deliver a list to the Elections Administrator of candidates and propositions for their elections. The list must be in English and Spanish. The list must include the ballot positions for the candidates and the propositions. The list must include the correct spelling of each candidate's name and the precise wording of all of the propositions. The Elections Administrator will email each Participating Political Subdivision a Microsoft Word format form for their use to create the required list. As soon as possible after each Participating Political Subdivision has determined its ballot positions for the candidates and propositions in its election, the Participating Political Subdivision must email the completed Microsoft Word format form to the Elections Administrator. The Elections Administrator will use these electronic forms received from the Participating Political Subdivisions to create the ballot styles for this General/Special and Joint Election. The Elections Administrator will deliver the proposed ballots to the Participating Political Subdivisions for approval. Each Participating Political Subdivision will be responsible for proofreading the proposed ballots and notifying the Elections Administrator of any corrections that are required for their particular ballots. The Elections Administrator is responsible for implementing the corrections made by the Participating Political Subdivisions to their ballots and then producing the ballots for this General/Special and Joint Election.

8) DIGITAL SCAN CARD BALLOTS

- a) The Elections Administrator will allocate ballot stock for this General/Special and Joint Election by determining the approximate voter turnout for comparable elections in each election precinct or partial election precinct that is allocated to each countywide voting center and then adding 30% to that number for each countywide voting center. However, the minimum ballot stock allocation for each countywide voting center will range from 25%-50% of the registered voters of each election precinct or partial election precinct allocated to each countywide voting center depending on election type and authorized by the political subdivision (50% for local liquor elections).

9) RETURNS OF ELECTIONS

- a) The Elections Administrator will establish and operate a central counting station to receive and tabulate ballots cast in this General/Special and Joint Election under Chapter 127 of Title 8 of the Texas Election Code.
- b) The Elections Administrator hereby, in accordance with Sections 127.002, 127.003 and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Central Count Station Manager: **Toni Pippins-Poole**, Dallas County Elections Administrator

Tabulation Supervisor: **Daniel Bradley**, Central Count Station Manager

Assistant Tabulation Supervisor: **Danielle Grant**, Central Count Station Lead Clerk

Presiding Judge: _____(TBD)

Alternate Presiding Judge: _____(TBD)

- c) The Central Count Station Manager or her representative will deliver timely, cumulative reports of the election results as election precincts are tabulated. The Central Count Station Manager will be responsible for releasing cumulative totals and election precinct returns from the election to the Participating Political Subdivisions, candidates, press, and the general public by the distribution of hard copies or electronic transmittals (where accessible). The Elections Administrator will operate an election result center to release election results in the Health and Human Services Building, 2377 N. Stemmons Frwy., Suite 820, Dallas, Texas.
- d) The Elections Administrator will link any Participating Political Subdivision's website to DCED's website. Participating Political Subdivisions that want such website linkage should deliver their website address to the Tabulation Supervisor at DCED.
- e) The Elections Administrator will prepare the unofficial canvass report after all precincts have been counted, and will email a copy of the unofficial canvass to each Participating Political Subdivision as soon as possible after all returns, provisional ballots, and late overseas ballots have been tabulated, but in no event no later than **Monday, November 18, 2019**. All Participating Political Subdivisions will be responsible for the official canvass of their respective elections.
- f) The Elections Administrator will be responsible for conducting the post-election manual recount, unless the Texas Secretary of State grants a waiver under Section 127.201 of the Texas Election Code. If no such waiver is given, the Elections Administrator will provide notice and copies of the recount to each Participating Political Subdivision and the Secretary of State's Office. Each Participating Political Subdivision must notify the Elections Administrator if such a waiver has been granted or denied as soon as possible, but no later than five (5) calendar days before Election Day.

10) ELECTION EXPENSES

- a) The Participating Political Subdivisions agree to share the costs of administering this General/Special and Joint Election as specified in "Attachment A." The Election Administrator will charge a general supervisory fee not to exceed ten (10%) percent of the total cost of this General/Special and Joint Election as authorized by Section 31.100 of the Texas Election Code. In no event will the ten (10%) percent general supervisory fee be refunded to any Participating

Political Subdivision. If the ballot, candidates, or propositions supplied by the Participating Political Subdivision are changed after their initial printing by the Elections Administrator due to a court order from a court of competent jurisdiction, the affected Participating Political Subdivision(s) agrees to pay all expenses associated with re-printing and re-programming the ballots pursuant to a court order including expenses for expedited services and "Attachment A" will be amended by the Election Administrator.

- b) Allocation of costs among the Participating Political Subdivision will be according to a formula based on the number of registered voters eligible to participate in the Participating Political Subdivision's election, relative to the total number of voters that can participate in this election. The Unit Cost will be determined by dividing the total of the itemized list of estimated election expenses by the total number of voters casting a ballot. A "Polling Place" will be identified by and defined based on the presence and number of DS200's and/or Election Supply Carts ("ESC"). Any Participating Political Subdivision that requests a different combination of precincts in polling places that exceeds the Unit Cost will be billed directly for any excess expenditures (e.g. supplies, equipment, personnel, etc.). The cost of any special request from a Participating Political Subdivision, which is not agreed upon by all Participating Political Subdivisions, will be borne by the Participating Political Subdivision making the special request. Each Participating Political Subdivision agrees that no Participating Political Subdivision will be billed less than the minimum of one full unit cost as specified in "Attachment A."
- c) The expenses for early voting by mail and personal appearance will be paid by each Participating Political Subdivision as set forth in "Attachment A."
- d) The Elections Administrator will determine the final election expenses within one hundred and eighty (180) business days after the final canvass of this General/Special and Joint Election or the runoff election, if any. The Elections Administrator will provide each Participating Political Subdivision with a final, written accounting of all money that was deposited into, and payments that were made from, the General/Special and Joint Election account(s) maintained by the Dallas County Treasurer for this General/Special and Joint Election and the runoff election, if any.
- e) If the Elections Administrator requires additional money to perform its obligations under this Election Services Contract, then the Elections Administrator will bill each Participating Political Subdivision using the same method used to determine each Participating Political Subdivision's required deposit in "Attachment A" of this Election Services Contract ("Final Bill"). The Participating Political Subdivision shall pay the Final Bill within thirty (30) days of receipt except for any amount the Participating Political Subdivision files a timely good faith dispute under Section 17 of this Election Services Contract. After all of the expenses of this General/Special and Joint Election are paid and disputes, if any, resolved, any monies that remain in the account maintained by the Dallas County Treasurer for this Election Services Contract will be refunded to the Participating Political Subdivisions (the "Refund") as soon as practicable.

11) DEPOSIT OF FUNDS

- a) Each Participating Political Subdivision hereby agrees to make an initial deposit with the DCED of at least half the full balance of money listed in "Attachment A" of this Election Services Contract by **Friday, September 6, 2019**. Each Participating Political Subdivision agrees to pay the final and full remaining balance (if any) to the Dallas County Elections Department no later

than **Monday, September 23, 2019**. The Dallas County Treasurer's Office will place the money deposited by the Participating Political Subdivisions in a General/Special and Joint Election account.

- b) The deposit of funds by each Participating Political Subdivision is an express condition precedent to the participation of each Participating Political Subdivision in this Election Services Contract. A Participating Political Subdivision may seek an extension from the Elections Administrator as to the due date for the deposit of funds. Such an extension must be sought in writing and prior to due date for such deposit by the Participating Political Subdivision. Any decision(s) made by the Elections Administrator will be provided in writing to the Participating Political Subdivision. The Elections Administrator, however, shall not be required to grant an extension for the deposit of funds by a Participating Political Subdivision. For any Participating Political Subdivision that fails to deposit the total amounts specified in "Attachment A" by the dates specified in this Election Services Contract or any extension granted by the Elections Administrator, the Elections Administrator will be relieved from the responsibility to perform under this Election Services Contract for such Participating Political Subdivision.
- c) The Elections Administrator will only draw money from this General/Special and Joint Election account to pay for election expenses that are included in "Attachment A" to this Election Services Contract and for other expenses that the Participating Political Subdivisions agree to in writing.
- d) If a Participating Political Subdivision withdraws completely from this General/Special and Joint Election by **Wednesday, August 28, 2019**, then the Elections Administrator will refund that Participating Political Subdivision's deposit, less any money already expended before the withdrawal and less the general supervisory fee authorized by Section 31.100 of the Texas Election Code. In the event of a partial withdrawal from this General/Special and Joint Election, deposits will not be refunded to the Participating Political Subdivisions.
- e) The Elections Administrator will not make partial refunds to a Participating Political Subdivision if any candidate(s) or propositions do not appear on the ballot for that Participating Political Subdivision.
- f) Deposits should be made out to Dallas County Elections Department and delivered within the mandatory time frame to:

**Dallas County Elections Department
2377 North Stemmons Freeway, Suite 820
Dallas, Texas 75207**

In the "memo" section, place Election Escrow Account# (TBD)

12) RECORDS OF THE ELECTION

- a) The Elections Administrator is hereby appointed the general custodian of the voted ballots and all election records of this General/Special and Joint Election to the extent authorized by Sections 31.094, 31.095, 31.096, and 31.097 of the Texas Election Code.
- b) Access to the election records will be available to each Participating Political Subdivision as well as to the public in accordance with the Texas Public Information Act, Chapter 552, Government Code, at the Elections Department, 2377 N. Stemmons Frwy, Suite 820, Dallas, Texas, at any time during normal business hours. The Elections Administrator will ensure that

the records are maintained in an orderly manner, so that records are clearly identifiable and retrievable per records storage container. However, access to election records that contain confidential information that must be redacted pursuant to federal or state law may be provided at the offices of the Civil Division of the Criminal District Attorney's Office of Dallas County, Texas at 411 Elm Street, 5th Floor, Dallas, Texas.

- c) Pursuant to Section 66.058 of the Texas Election Code, the Elections Administrator will retain the election records at the Elections Administrator's main offices for sixty (60) days after the date of this General/Special and Joint Election. Sixty (60) days after the date of this General/Special and Joint Election, the Elections Administrator will arrange for transport of this General/Special and Joint Election records to Dallas County Record Storage. This General/Special and Joint Election's records will then become the responsibility of Dallas County Record Storage for the remainder of the **twenty-two (22) month preservation period**. Dallas County Record Storage will be responsible for the destruction of this General/Special and Joint Election records after the preservation period. The Participating Political Subdivisions agrees the Elections Administrator may destroy the records from this General/Special and Joint Election after the twenty-two (22) month preservation period without further notice to the Participating Political Subdivisions, unless the events in Section 12 (d) occur.
- d) The Participating Political Subdivisions must notify the Elections Administrator in writing within three (3) business days after any official or employee of any Participating Political Subdivision becomes aware of any election contest in connection with this General/Special and Joint Election. The election records must be preserved until any election contest is completed and a judgment, if any, becomes final. Also, the election records will be maintained by the Elections Administrator if there is an active criminal investigation or proceeding related to the election records until such investigation or proceeding is finally concluded.
- e) The Participating Political Subdivisions acknowledge and agree that the Elections Administrator reserves the right to intervene in any election contest or litigation in connection with this Joint Election in order to preserve any available remedies at law, and to preserve the Elections Administrator's obligations under this Contract and the Texas Election Code.

13) EARLY VOTING

- a) Under Sections 31.094 and 271.006 of the Texas Election Code, the Participating Political Subdivisions hereby appoint the Elections Administrator to be the early voting clerk for all of the political subdivisions participating in this General/Special and Joint Election. The deputy early voting clerks that will be appointed by the Elections Administrator are listed in "Attachment D."
- b) **This sub-paragraph applies only to a joint election with no partisan candidate on any ballot.** Participating Political Subdivisions may recommend people to the Elections Administrator to serve as a deputy early voting judge/clerk. The Elections Administrator will consider any recommendations and/or requests of each Participating Political Subdivision. If a Participating Political Subdivision recommends a person not listed in "Attachment D" and that recommendation conflicts with the recommendation from any of the other Participating Political Subdivisions involved in the election in that polling place, the Elections Administrator will conduct a drawing by lot from the recommendations to determine the deputy early voting judge/clerk. Once a person has been notified of his or her selection as deputy early voting

officials, no changes may be made by any of the Participating Political Subdivisions.

- c) Any qualified voter for this General/Special and Joint Election may vote early by personal appearance at the main early voting polling place or at one of the early voting branch polling places listed in Attachment B. Early voting will be conducted as follows:
October 21 – October 25 (Monday – Friday) 8:00 AM – 5:00 PM; October 26 (Saturday) 8:00 AM – 5:00 PM; October 27 (Sunday) 1:00 PM – 6:00 PM; October 28-October 30 (Monday – Wednesday) 8:00 AM – 5:00 PM; October 31 & November 1 (Thursday and Friday) 7:00 AM – 7:00 PM.
- d) All requests for early voting ballots by mail that are received by a Participating Political Subdivision must be transported by runner on the day of receipt to the Dallas County Elections Department, 8th Floor, Health and Human Service Building, 2377 N. Stemmons Frwy., Dallas, Texas 75207 for processing. Persons voting by mail must send their voted ballots to the Dallas County Elections Department.
- e) All early voting ballots will be prepared for counting by an Early Voting Ballot Board appointed under Subchapter A of Chapter 87 of the Texas Election Code. Each Participating Political Subdivision may appoint one member to the Early Voting Ballot Board and will notifying DCED in writing of the appointee's name, telephone number, mailing address, and email address, no later than **Friday, September 20, 2019**. The Participating Political Subdivisions agree to appoint David Morris as the presiding judge of the early voting ballot board. A list of Early Voting Ballot Board members will be furnished to each Participating Political Subdivision no later than **Thursday, October 10, 2019**.
- f) A signature verification committee will be appointed in accordance with Section 87.027 of the Texas Election Code. A list of the members of the signature verification committee will be furnished to each Participating Political Subdivision.
- g) The presiding judge of the Early Voting Ballot Board shall deliver notices of rejected ballots in compliance with Section 87.0431 of the Texas Election Code.

14) CRIMINAL BACKGROUND CHECKS

The Elections Administrator, her agent or assignee will conduct a criminal background check (in accordance with statutory requirements) of any person who is expected to or scheduled to serve or work in this General/Special and Joint Election. Any person that does not satisfactorily pass the criminal background check will be ineligible to serve or work in this General/Special and Joint Election. Failure to obtain a criminal background check does not release the Participating Political Subdivision's obligation to pay for service rendered in good faith.

15) ELECTION REPORTS

During the early voting period for this General/Special and Joint Election, the Elections Administrator will deliver daily reports to each Participating Political Subdivision of the Early Voting Location Turnout Totals and Early Voting Roster. The day after the early voting period ends, the Elections Administrator will deliver to each Participating Political Subdivision, a Daily Early Voting Roster by precinct report that includes the entire Early Voting period. Pursuant to the Texas Election Code Section 87.121, the Elections Administrator will deliver these election reports by website posting, e-mail, or facsimile. In accordance with Section 85.072(f) of the Texas Election Code the Elections Administrator will provide a current copy of the register to

each Participating Political Subdivision.

16) WITHDRAWAL FROM CONTRACT

- a) No deposits will be refunded after the deadline to withdraw from this Election Services Contract has passed.
- b) In order to withdraw from this Election Services Contract, a Participating Political Subdivision must deliver to the Elections Administrator any certifications and declarations that are required under Subchapter C or Subchapter D of Chapter 2 of Title 1 of the Texas Election Code.
- c) The Elections Administrator will bill any Participating Political Subdivision that withdraws from this Election Services Contract for any expenses incurred prior to the Elections Administrator receiving copies of the certifications and declarations that are required under Subchapter C or Subchapter D of Chapter 2 of Title 1 of the Texas Election Code.
- d) If there are any withdrawals from this General/Special and Joint Election, within ten (10) business days after the deadline for Participating Political Subdivisions to make declarations under Subchapter C, or Subchapter D of Chapter 2 of Title 1 of the Texas Election Code, said deadline being Monday, August 26, 2019, the Elections Administrator will amend the attachments to this Election Services Contract as appropriate and provide updated copies of the amended attachments to all of the remaining Participating Political Subdivisions.
- e) The general supervisory fee authorized by Section 31.100 of the Texas Election Code will not be refunded.

17) AUDITING AND PROHIBITION ON WITHHOLDING OF DEPOSITS

- a) The Dallas County Auditor will conduct a review of the deposits and expenditures related to this Election Services Contract before the Final Bill or Refund is submitted to the Participating Political Subdivisions. Refunds will be submitted as soon as practicable.
- b) The Participating Political Subdivisions may request a financial audit of the Final Bill or Refund or dispute the Final Bill or Refund under this Section, if: 1) the Final Bill exceeds ten percent (10%) of the amount of the Participating Political Subdivision's initial deposit as required in "Attachment A" to this Election Services Contract; or 2) the accounting accompanying the Refund is ten percent (10%) less than the amount the Participating Political Subdivision determines, should be refunded, after its good faith review. The request for a financial audit or dispute must be done in accordance with Section 17 (d) below.
- c) Should the events in Section 17 (b) occur, in lieu of an audit or dispute, the Participating Political Subdivision may make a request that the Elections Administrator ask the Dallas County Auditor to review the cost allocation methodology for the Participating Political Subdivision's Final Bill or Refund ("Review Request"). The Participating Political Subdivision's must submit its Review Request to the Elections Administrator within five (5) business days of receipt of the Final Bill or the Refund, whichever is later. The Review Request must set forth, in detail, the basis for any challenge to the Final Bill or Refund. Corrections to the Participating Political Subdivision's Final Bill or the Refund, based on a Review Request, will be determined at the sole discretion of the Elections Administrator. A Review Request does not extend the timeframe in Section 17(d).
- d) Should the circumstances giving rise to an audit or dispute in Section 17 (b) occur, the

Participating Political Subdivision may send a formal written notice of dispute of the Final Bill or Refund ("Dispute Notice") to the Elections Administrator. This Dispute Notice must be received by the Elections Administrator no later than thirty (30) calendar days from the date the Participating Political Subdivision receives the Final Bill or Refund. This Dispute Notice must provide: 1) an itemization of the disputed charge(s) by the Participating Political Subdivision; 2) the basis for the dispute; 3) the methodology showing how the Participating Political Subdivision arrived at the amount disputed; and 4) documentation in support thereof. The Participating Political Subdivision will have no right to withhold any undisputed amounts set forth in this Election Services Contract or reflected in the Final Bill. Payment of undisputed amounts in the Final Bill must be made by the Participating Political Subdivision as set forth in Section 10 (e) of this Election Services Contract.

- e) Failure of the Participating Political Subdivision to submit a timely Dispute Notice, as set forth in Section 17(d), shall waive any and all disputes, claims, or challenges to the Final Bill or Refund by the Participating Political Subdivision. The entire amount of the Participating Political Subdivision's Final Bill shall be due immediately; or, any estimated refund amounts will become final.
- f) If the Participating Political Subdivision files a timely Dispute Notice in compliance with Section 17(d), the Participating Political Subdivision will have the right to conduct a good faith financial audit ("Financial Audit") for the deposits and expenditures related to this Elections Services Contract. In conducting the Financial Audit, the Participating Political Subdivision will have no greater right to demand access to or copies of the County's governmental or election records than those rights specified in the Texas Election Code and the Texas Public Information Act. The cost of any Financial Audit conducted by the Participating Political Subdivision shall be borne by the requesting Participating Political Subdivision and may not be paid for with funds deposited with the Dallas County Treasurer under this Election Services Contract. Further, the Participating Political Subdivision conducting the Financial Audit shall pay the Elections Administrator the reasonable costs for time expended and copies provided in order to perform the Financial Audit. If the Financial Audit identifies overcharges by the Elections Administrator of more than ten percent (10%) of the initial deposit amount required by "Attachment A", the Elections Administrator will review and assess the findings of the Financial Audit and will negotiate, in good faith, to resolve any disputes for overcharges with the Participating Political Subdivision. The Elections Administrator shall not be bound by the findings or recommendations of the Participating Political Subdivision's Financial Audit. The financial records will be retained at the County Election Administrator's office until the conclusion of the Financial Audit and resolution of all outstanding audit disputes.
- g) In the event the representatives of the Participating Political Subdivision and the Elections Administrator cannot agree on the amount of the disputed Final Bill as set forth in this Section, then the Parties may agree to submit to non-binding mediation. If mediation is acceptable to both parties to resolve a dispute concerning the disputed Final Bill, the parties will agree to use a mutually agreed-upon mediator. Unless the parties come to a written agreement at mediation, the mediation will not constitute a final and binding resolution of the dispute.
- h) The Participating Political Subdivision acknowledges that the practical effect of the Participating Political Subdivision withholding undisputed funds that are required under this Election Services Contract would result in breach of this Elections Services Contract and the

other Participating Political Subdivisions' taxpayers subsidizing the withholding Participating Political Subdivision's election expenses.

18) NOTICE

Any addendum to, change/modification of, clarification of, and/or withdrawal from this contract requires written notice provided on Dallas County Form, "Elections Services Contract Change Forms". Initial contract changes are due by **Wednesday, August 21, 2019**. Whenever this Election Services Contract requires any consent, approval notice, request or demand, it must be in writing to be effective and must be delivered to the party intended to receive it as shown below:

Address for notice to the Elections Administrator:

Toni Pippins-Poole
Dallas County Elections Administrator Elections Department – 8th Floor
Health and Human Service Building – 2377 N. Stemmons Frwy, Suite 820
Dallas, Texas 75207
(214) 819-6300 telephone
(214) 819-6301 facsimile

and to the physical addresses and facsimile numbers for notice to the Participating Political Subdivisions are in "Attachment F" to this Election Services Contract.

19) LIABILITY FOR NEGLIGENCE

ALL PARTIES TO THIS ELECTION SERVICES CONTRACT AGREE TO BE RESPONSIBLE, IN ACCORDANCE WITH APPLICABLE STATE OR FEDERAL LAW, EACH FOR THEIR OWN NEGLIGENT ACTS OR OMISSIONS, OR OTHER TORTIOUS CONDUCT IN THE COURSE OF PERFORMANCE OF THIS ELECTION SERVICES CONTRACT WITHOUT WAIVING ANY SOVEREIGN IMMUNITY, GOVERNMENTAL IMMUNITY, STATUTORY IMMUNITY, OR OTHER DEFENSES AVAILABLE TO THE PARTIES UNDER FEDERAL OR STATE LAW. NOTHING IN THIS PARAGRAPH SHALL BE CONSTRUED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, IN OR TO ANY THIRD PERSONS OR ENTITIES. ALL PARTIES AGREE THAT ANY SUCH LIABILITY OR DAMAGES OCCURRING DURING THE PERFORMANCE OF THIS ELECTION SERVICES CONTRACT CAUSED BY THE JOINT OR COMPARATIVE NEGLIGENCE OF THE PARTIES, OR THEIR EMPLOYEES, AGENTS OR OFFICERS WILL BE DETERMINED IN ACCORDANCE WITH COMPARATIVE RESPONSIBILITY LAWS OF TEXAS, BUT ONLY TO THE EXTENT SUCH LAWS ARE APPLICABLE TO THE PARTY.

TO THE EXTENT PERMITTED BY LAW, IF LEGAL ACTION IS FILED AGAINST EITHER PARTY TO THIS ELECTION SERVICES CONTRACT, EACH PARTY SHALL BE SOLELY RESPONSIBLE FOR THEIR OWN RESPECTIVE COSTS AND DEFENSE OF THAT SUIT.

20) CHOICE OF LAW

This Election Services Contract will be governed and interpreted by the laws of the State of Texas.

21) VENUE AND JURISDICTION

The courts of the State of Texas and the United States of America that are physically located in Dallas, Dallas County, Texas are the exclusive jurisdiction and venue for any lawsuit, cause of action, temporary restraining order, temporary injunction, injunction, petition for extraordinary relief,

mandamus, or any other legal proceeding or claim arising out of the performance of this Election Services Contract.

22) SEVERABILITY

If any term of this Election Services Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the terms of this Election Services Contract will remain in full force and effect and will in no way be affected, impaired, or invalidated.

23) ENTIRE CONTRACT

This Election Services Contract, including any exhibits or attachments, contains the entire agreement between the Elections Administrator and the Participating Political Subdivisions concerning the duties required by this Election Services Contract. The Elections Administrator of Dallas County, Texas and each Participating Political Subdivision hereby expressly warrant and represent that they are not relying on any promises or agreements that are not contained in this Election Services Contract concerning any of the terms in this Election Services Contract. Except otherwise specified in this Election Services Contract, no modification, amendment, novation, renewal, or other alteration of this Election Services Contract shall be effective unless mutually agreed upon in writing and executed by the parties hereto.

24) GENDER AND HEADINGS

In this Election Services Contract, words in the singular number include the plural, and those in the plural include the singular. Words of any gender also refer to any other gender. Headings in this Election Services Contract are terms of inclusion, not exclusion.

25) RELATIONSHIP OF PARTIES

The Participating Political Subdivisions, including their agents, or employees, are independent contractors and not an agent, servant, joint enterpriser, joint venturer, or employee of the County Elections Administrator, the County or DCED, and are responsible for their own acts, forbearance, negligence and deeds, and for those of their agents, or employees in conjunction with the performance of services covered under this Election Services Contract. The Participating Political Subdivisions represent that they have, or will secure at its own expense, all personnel and consultants required in performing the Services herein. Such personnel and consultants shall not be employees of or have any contractual relationship with the County, the County Elections Administrator, or DCED.

26) FORCE MAJEURE

No Party shall be in default or responsible for delays or failures in performance resulting from causes beyond its control. Such causes include but are not limited to acts of God, fire, storm, flood, earthquake, natural disaster, nuclear accident, strike, air traffic disruption, lockout, riot, freight embargo, public regulated utility, or governmental statutes, orders, or regulations superimposed after the fact. Any Party delayed by force majeure shall as soon as reasonably possible give the other Party written notice of the delay. The Party delayed shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the Party delayed shall immediately give the other Parties written notice thereof and shall resume performance under this Election Services Contract as soon as practicable. The date of delivery or of performance shall be extended for at least a minimum time period equal to the time lost by reason of the delay.

27) DEFAULT/CUMULATIVE RIGHTS/MITIGATION.

It is not a waiver of default if the non-defaulting Party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this Election Services Contract are cumulative, and no Party's use of any right or remedy will not preclude or waive its right to any other remedy. These rights and remedies are in addition to any other rights the Parties may have by law, statute, ordinance or otherwise. All Parties have a duty to mitigate damages.

28) CONTRA PROFERENTEM

The legal doctrine of contra proferentem will not apply to this Election Services Contract. Consequently, any ambiguity that may exist in this Election Services Contract will not be construed against the Party who drafted this Election Services Contract.

29) ORDER OF PRECEDENCE

Any inconsistencies in this Election Services Contract will be resolved by reviewing and considering this Election Services Contract and Attachments A through F to this Election Services Contract together in context with each other.

30) SIGNATORY WARRANTY

The Elections Administrator of Dallas County, Texas and all of the contracting authorities of all of the Participating Political Subdivisions listed in "Attachment F" of this Election Services Contract represent that each has the full right, power and authority to enter into and perform this Election Services Contract in accordance with all of its terms and conditions, and that the execution and delivery of this Election Services Contract has been made by authorized representatives of the Participating Political Subdivisions to validly and legally bind the Participating Political Subdivisions to all terms, performances, and provisions set forth in this Election Services Contract.

31) COUNTERPARTS

This Election Services Contract may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

WITNESS HEREOF, the parties hereto have executed in triplicate originals this Election Services Contract on this _____ day of August 2019. ("Effective Date")

APPROVED AS TO FORM*

Date: _____
TONI PIPPINS-POOLE
COUNTY ELECTIONS ADMINISTRATOR
DALLAS COUNTY, TEXAS

Date: _____
James R. Palomo
ASSISTANT DISTRICT ATTORNEY,
DISTRICT ATTORNEY
DALLAS COUNTY CRIMINAL ATTORNEY'S
OFFICE, CIVIL DIVISION

*By law, the Criminal District Attorneys Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

ACCEPTED AND AGREED TO BY [Insert Participating Entity]:

APPROVED:

Date: _____
[Name],
[Position]
[Participating Entity]

Attachment A

Estimated Cost-----Will receive later

Attachment B

DATES AND TIMES OF DALLAS COUNTY EARLY VOTING
(Fechas y horarios de votación adelantada para el condado de dallas)
FOR THE CONSTITUTIONAL AMENDMENT AND JOINT ELECTION
(Para la elección sobre enmiendas constitucional y conjunta)
TO BE HELD ON TUESDAY, NOVEMBER 5, 2019
(que se llevara a cabo el Martes, 5 de noviembre de, 2019)

Attachment B - DRAFT

October (octubre) 21-25	Monday-Friday (lunes a viernes)	8am to 5pm
October (octubre) 26	Saturday (sábado)	8am to 5pm
October (octubre) 27	Sunday (domingo)	1pm to 6pm
October (octubre) 28 – 30	Monday – Wednesday (lunes a miercoles)	8am to 5pm
October (octubre) 31 – Nov. 1	Thursday & Friday (jueves y viernes)	7am to 7pm

	Location <i>(ubicación)</i>	Address <i>(dirección)</i>	City <i>(ciudad)</i>	Zip <i>(código postal)</i>
01	ADDISON FIRE STATION #1	4798 AIRPORT PKWY	ADDISON	75001
02	BALCH SPRINGS CIVIC CENTER	12400 ELAM RD	BALCH SPRINGS	75180
03	BEAR CREEK COMMUNITY CHURCH	2700 FINLEY RD	IRVING	75062
04	BETHANY LUTHERAN CHURCH	10101 WALNUT HILL LN	DALLAS	75238
05	BROOKHAVEN COLLEGE -"H" BUILDING	3939 VALLEY VIEW LN	FARMERS BRANCH	75244
06	CEDAR HILL GOVERNMENT CENTER- MAIN LOBBY	285 UPTOWN BLVD	CEDAR HILL	75104
07	CEDAR VALLEY COLLEGE - (BLDG-TBD)	3030 NORTH DALLAS AVE	LANCASTER	75134
08	COPPELL TOWN CENTER	255 E PARKWAY BLVD	COPPELL	75019
09	CROSSWINDS HIGH SCHOOL	1100 N CARRIER PKWY	GRAND PRAIRIE	75050
10	DISCIPLE CENTRAL COMMUNITY CHURCH	901 N POLK ST	DESOTO	75115
11	DUNCANVILLE LIBRARY	201 JAMES COLLINS BLVD	DUNCANVILLE	75116
12	EASTFIELD COLLEGE MAIN CAMPUS – "C" BUILDING	3737 MOTLEY DR	MESQUITE	75150
13	EASTFIELD COLLEGE PLEASANT GROVE CAMPUS – COMMUNITY ROOM 108/109	802 S BUCKNER BLVD	DALLAS	75217
14	EL CENTRO COLLEGE-MAIN CAMPUS (STUDENT CENTER)	801 MAIN ST	DALLAS	75202
15	EL CENTRO COLLEGE-WEST CAMPUS – COMMUNITY ROOM	3330 NORTH HAMPTON RD	DALLAS	75212
16	FLORENCE RECREATION CENTER	2501 WHITSON WAY	MESQUITE	75150
17	FRETZ PARK LIBRARY- BLACK BOX THEATER	6990 BELT LINE RD	DALLAS	75254
18	FRIENDSHIP WEST BAPTIST CHURCH	2020 W WHEATLAND RD	DALLAS	75232

DATES AND TIMES OF DALLAS COUNTY EARLY VOTING
(Fechas y horarios de votación adelantada para el condado de dallas)
FOR THE CONSTITUTIONAL AMENDMENT AND JOINT ELECTION
(Para la elección sobre enmiendas constitucional y conjunta)
TO BE HELD ON TUESDAY, NOVEMBER 5, 2019
(que se llevara a cabo el Martes, 5 de noviembre de, 2019)

Attachment B - DRAFT

19	**GEORGE L ALLEN SR. COURTS BLDG – MAIN LOBBY - Main Location**	600 COMMERCE ST	DALLAS	75202
20	GLENN HEIGHTS CITY HALL	1938 S HAMPTON RD	GLENN HEIGHTS	75154
21	GRAUWYLER PARK REC CENTER- RM A	7780 HARRY HINES BLVD	DALLAS	75235
22	HIGHLAND HILLS LIBRARY – CLASSROOM A & B	6200 BONNIE VIEW RD	DALLAS	75154
23	IRVING ARTS CENTER	3333 N MACARTHUR BLVD	IRVING	75062
24	IRVING CITY HALL – MAIN LOBBY	825 W IRVING BLVD	IRVING	75060
25	JOSEY RANCH LIBRARY	1700 KELLER SPRINGS RD	CARROLLTON	75006
26	LAKESIDE ACTIVITY CENTER	101 HOLLEY PARK DR	MESQUITE	75149
27	LANCASTER VET. MEMORIAL LIBRARY	1600 VETERANS MEMORIAL PKWY	LANCASTER	75134
28	LOCHWOOD LIBRARY – CLASSROOM 1 & 2	11221 LOCHWOOD BLVD	DALLAS	75218
29	MARSH LANE BAPTIST CHURCH – FELLOWSHIP HALL	10716 MARSH LN	DALLAS	75229
30	MARTIN LUTHER KING CORE BLDG – MAIN LOBBY	2922 MARTIN L KING BLVD	DALLAS	75215
31	MARTIN WEISS REC CENTER- SMALL ROOM	1111 MARTINDELL AVE	DALLAS	75211
32	MOUNTAIN CREEK LIBRARY – AUDITORIUM	6102 MOUNTAIN CREEK PKWY	DALLAS	75249
33	MOUNTAIN VIEW COLLEGE -"E" BUILDING	4849 W ILLINOIS AVE	DALLAS	75211
34	NORTH LAKE COLLEGE -"L" BUILDING (COMMUNITY LIBRARY)	5001 N MACARTHUR BLVD	IRVING	75038
35	OAK CLIFF SUB-COURTHOUSE	410 S BECKLEY AVE	DALLAS	75203
36	OUR REDEEMER LUTHERAN CHURCH	7611 PARK LN	DALLAS	75225
37	OUR REDEEMER LUTHERAN CHURCH – GRAND PRAIRIE	4729 S CARRIER PKWY	GRAND PRAIRIE	75052
38	PAUL L DUNBAR LANCASTER-KIEST LIBRARY CLASSROOM # A & B	2008 E Kiest BLVD	DALLAS	75216
39	PAUL QUINN COLLEGE (BLDG. – TBD)	3837 SIMPSON STUART RD	DALLAS	75241
40	RICHARDSON CIVIC CENTER	411 W ARAPAHO RD	RICHARDSON	75080
41	RICHLAND COLLEGE - GARLAND CAMPUS	675 W WALNUT ST	GARLAND	75040

DATES AND TIMES OF DALLAS COUNTY EARLY VOTING
(Fechas y horarios de votación adelantada para el condado de dallas)
FOR THE CONSTITUTIONAL AMENDMENT AND JOINT ELECTION
(Para la elección sobre enmiendas constitucional y conjunta)
TO BE HELD ON TUESDAY, NOVEMBER 5, 2019
(que se llevara a cabo el Martes, 5 de noviembre de, 2019)

Attachment B - DRAFT

42	RICHLAND COLLEGE – MAIN CAMPUS GUADALUPE "G" BUILDING	12800 ABRAMS RD	DALLAS	75243
43	ROWLETT CITY HALL ANNEX	4004 MAIN ST	ROWLETT	75088
44	SACHSE CITY HALL	3815 SACHSE RD	SACHSE	75048
45	SAMUELL GRAND RECREATION CTR	6200 E GRAND AVE	DALLAS	75223
46	SKYLINE BRANCH LIBRARY – AUDITORIUM	6006 EVERGLADE RD	DALLAS	75227
47	SOUTH GARLAND BRANCH LIBRARY	4845 BROADWAY BLVD	GARLAND	75043
48	SOUTHERN METHODIST UNIVERSITY – (HUGHES-TRIGGS STUDENT ROOM TBD)	3140 DYER ST	DALLAS	75205
49	SUNNYVALE TOWN HALL	127 N COLLINS RD	SUNNYVALE	75182
50	UNIVERSITY OF DALLAS - "SB HALL"	2925 GORMAN DR	IRVING	75062
51	UNIVERSITY PARK UNITED METHODIST CHURCH	4024 CARUTH BLVD	DALLAS	75225
52	VALLEY RANCH LIBRARY	401 CIMARRON TRAIL	IRVING	75063

**** Main Location/Ubicación principal -**

Subject to Change 08-12-2019 - DRAFT

Attachment C

Each Entity has their own location

Attachment D

DRAFT November 5, 2019 General and Joint Election **DRAFT**
Attachment D

LOCATION	PEO and ALT-PEO
Addison Fire Station #1 4798 Airport Pkwy Addison, TX 75001	VACANT - PEO
Balch Springs Civic Center 12400 Elam Rd Balch Springs, TX 75180	Frankie Walker - PEO
Bear Creek Community Church 2700 Finley Rd Irving, TX 75062	Dorothy Chambers - PEO
Bethany Lutheran Church 10101 Walnut Hill Ln Dallas, TX 75238	Sandra Biggs - PEO
Brookhaven College - "H" Building 3939 Valley View Lane Farmers Branch, TX 75244	VACANT - PEO
Cedar Hill Government Center 285 Uptown Blvd Cedar Hill, TX 75104	Emelda Martin - PEO
Cedar Valley College - Building TBD 3030 North Dallas Ave Lancaster, TX 75134	VACANT - PEO
Coppell Town Center 255 E Parkway Blvd Coppell, TX 75019	VACANT - PEO
Crosswinds High School 1100 N Carrier Pkwy Grand Prairie, TX 75050	Mae Choice - PEO
Disciple Central Community Church 901 N Polk St Desoto, TX 75115	Vacant - PEO
Duncanville Library 201 James Collins Blvd Duncanville, TX 75116	Barabara Lewis - PEO
Eastfield College - Main Campus "C" Building 3737 Motley Dr Mesquite, TX 75150	VACANT - PEO
Eastfield College - Pleasant Grove Campus 802 S Buckner Blvd. Dallas, TX 75217	VACANT - PEO

DRAFT November 5, 2019 General and Joint Election **DRAFT**
Attachment D

El Centro College - Main Campus (Student Center) 801 Main St Dallas, TX 75202	VACANT - PEO
El Centro College - West Campus 3330 North Hampton Rd Dallas, TX 75212	Deborah Culberson - PEO
Florence Recreation Center 2501 Whitson Way Mesquite, TX 75150	VACANT - PEO
Fretz Park Library 6990 Belt Line Rd Dallas, TX 75254	Victor Davis - PEO
Friendship West Baptist Church 2020 Wheatland Rd Dallas, TX 75232	Dianna Jackson - PEO
George L. Allen Sr. Courts Bldg. - Main Location 600 Commerce St. Dallas, TX 75202	Nicole Sims (Montgomery) - PEO
Glenn Heights City Hall 1938 S Hampton Road Glenn Heights, TX 75154	VACANT - PEO
Grauwyler Park Recreation Center 7780 Harry Hines Blvd Dallas, TX 75235	Mark Baker - PEO
Highland Hills Library 6200 Bonnie View Rd Dallas, TX 75241	VACANT - PEO
Irving Arts Center 3333 N MacArthur Blvd Irving, TX 75062	VACANT - PEO
Irving City Hall 825 W Irving Blvd Irving, TX 75060	Maggie Martins - PEO
Josey Ranch Library 1700 Keller Springs Rd Carrollton, TX 75006	Terry Barker - PEO
Lakeside Activity Center 101 Holley Park Dr Mesquite, TX 75149	Zina W Lewis - PEO
Lancaster Veterans Memorial Library 1600 Veterans Memorial Pkwy Lancaster, TX 75134	Gladys Ivy - PEO

DRAFTNovember 5, 2019 General and Joint Election
Attachment D**DRAFT**

Lochwood Library 11221 Lochwood Blvd Dallas, TX 75218	George Siggers - PEO
Marsh Lane Baptist Church 10716 Marsh Ln Dallas, TX 75229	Betty J Rowe-William - PEO
Martin Luther King Jr. Core Bldg 2922 Martin L King Blvd Dallas, TX 75215	Mary Nelson - PEO
Martin Weiss Recreation Center 1111 Martindell Ave Dallas, TX 75211	Joe Burkleo - PEO
Mountain Creek Library 6102 Mountain Creek Pkwy Dallas, TX 75249	VACANT- PEO
Mountain View College - "E" Building 4849 W Illinois Ave Dallas, TX 75211	VACANT - PEO
North Lake College - "L" Building - (Community Library) 5001 N MacArthur Blvd Irving, TX 75038	VACANT - PEO
Oak Cliff Sub-Courthouse 410 S. Beckley Ave Dallas, TX 75203	Diana Broadus - PEO
Our Redeemer Lutheran Church 7611 Park Ln Dallas, TX 75225	Michele Valentino - PEO
Our Redeemer Lutheran Church (GP) 4729 S Carrier Pkwy Grand Prairie, TX 75052	Evelyn Gray - PEO
Paul Dunbar Lancaster-Kiest Library 2008 East Kiest Blvd Dallas, TX 75216	Yvonne Williams - PEO
Paul Quinn College - Building TBD 3837 Simpson Stuart Rd Dallas, TX 75241	VACANT - PEO
Richardson Civic Center 411 W. Arapaho Rd Richardson, TX 75080	Lori Raley - PEO
Richland College-Garland Campus 675 W Walnut St Garland, TX 75040	Emma Crayton - PEO

DRAFT

November 5, 2019 General and Joint Election

DRAFT**Attachment D**

Richland College-Main Campus - Guadalupe "G" Bldg. 12800 Abrams Rd Dallas, TX 75243	Gregory Byrne - PEO
Rowlett City Hall Annex 4004 Main St Rowlett, TX 75088	Maggie Ensley - PEO
Sachse City Hall 3815 Sachse Rd Sachse, TX 75048	Cheri A. Ball Meza - PEO
Samuell Grand Recreation Center 6200 East Grand Ave Dallas, TX 75223	Lota Dunham - PEO
Skyline Branch Library 6006 Everglade Rd Dallas, TX 75227	Tracy L Dotie-Hill - PEO
South Garland Branch Library 4845 Broadway Blvd Garland, TX 75040	Pamela Curry - PEO
Southern Methodist University - (Hughes-Triggs Student Center Room 205) 3140 Dyer St Dallas, TX 75205	VACANT - PEO
Sunnyvale Town Hall 127 North Collins Rd Sunnyvale, TX 75182	VACANT - PEO
University of Dallas - "SB Hall" 2925 Gorman Dr Irving, TX 75062	VACANT - PEO
University Park United Methodist Church 4024 Caruth Blvd Dallas, TX 75225	VACANT - PEO
Valley Ranch Library 401 Cimarron Trail Irving, TX 75063	Nancy Wang - PEO

Subject to Change 08-01-2019

DRAFT

Attachment E

TBD

Attachment F

TBD

**Attachment F
Joint Entities Contact List**

Irma Parker (TOA)

City Secretary
5300 Beltline Road
Dallas, TX 75254
Ph. 972-450-7017
Fax 972-450-7043
cwilson@addisontx.gov

Christel Pettinos (COCp)

City Secretary
255 Parkway Blvd.
Coppell, TX 75019
Ph. 972-364-3668
Fax 972-304-3673
cpettinos@coppelltx.gov

Brandi Brown(COGH)

City Secretary
1938 S. Hampton Rd
Glenn Heights, TX 75154
Ph. 972-223-1690 ext.125
Fax 972-223-9307
brandi.brown@glennheightstx.gov

Shanae Jennings (COI)

City Secretary
825 W. Irving Boulevard
Irving, TX 75060
Ph. 972-721-2493
Fax 972-721-2384
sjennings@cityofirving.org

Sonja Land (COM)

City Secretary
1515 N. Galloway Avenue
Mesquite, TX 75149
Ph. 972-216-6401
Fax 972-216-6469
sland@cityofmesquite.com

Rachel Ramsey (TOSu)

Town Secretary
127 N. Collins Rd.
Sunnyvale, TX 75182
Ph. 972-226-7177
Fax 972-226-1804
rachel.ramsey@townofsunnyvale.org

Heather Barrow(RISD)

City Administrator
128 N. Dallas Ave.
Wilmer, TX 75172
Ph. 469-593-0331
Fax 469-593-0332
Heather.Barrow@risd.org

Martha Hullett (SuISD)

City Secretary
417 E. Tripp Rd
Sunnyvale, TX 75182
Ph. 972-226-5974
Fax 972-226-6882
martha.hullett@sunnyvaleisd.com

Attachment G

Attachment "G"

Dallas County: For Special Election to fill a vacancy for State Rep 100 in 117 Dallas County precincts.

Dallas County: For 10 Constitutional Amendments in 798 Dallas County Precincts.

The Town of Addison (TOA): For Bond Election in 7 Dallas County precincts

The City of Coppell (COP): For Special Election One Proposition in 12 Dallas County precincts.

The City of Glenn Heights (COGH): For Mayoral and Member of Council place 2, 4, and 6 in 3 Dallas County precincts.

The City of Irving (COI): For Possible Charter Amendments in 109 Dallas County precincts

The City of Mesquite (COM): For Mayoral and Districts 1-6 in 41 Dallas County precincts.

The Town of Sunnyvale (TOS): For Special Election with One Proposition in 2 Dallas County precincts

The Richardson Independent School District (RISD): For Member of Council place 2, 4, and 5, in 81 Dallas County precincts.

The Sunnyvale Independent School District (SulSD): For Tax Ratification Election in 2 Dallas County precincts.



Ovilla City Council

AGENDA ITEM REPORT Item 4

Meeting Date: August 19, 2019

Department: Administration

☒ Discussion ☒ Action

Budgeted Expense: ☐ YES ☐ NO ☒ N/A

Submitted By: John R. Dean, Jr.

Amount: N/A

Reviewed By: ☒ City Manager

☒ City Secretary

☒ City Attorney

☒ Accountant

☒ Other: Staff

Attachments:

1. Resolution 2019-17

Agenda Item / Topic:

ITEM 4. DISCUSSION/ACTION – Consideration of and action on Resolution R2019-17 of the City Council of the City of Ovilla, Texas, in opposition to any requested variance to the Ellis County Subdivision and Development Standards for any subdivision development in the extraterritorial jurisdiction of the City of Ovilla; in support of the denial for any application for such a variance; and providing an effective date.

Discussion / Justification:

Resolution 2019-17 is presented at the Mayor's request.

Recommendation / Staff Comments:

Staff recommends approval.

Sample Motion(s):

I move to approve/deny Resolution R2019-17 of the City Council of the City of Ovilla, Texas, in opposition to any requested variance to the Ellis County Subdivision and Development Standards for any subdivision development in the extraterritorial jurisdiction of the City of Ovilla; in support of the denial for any application for such a variance; and providing an effective date.

City of Ovilla
RESOLUTION NO. R2019-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OVILLA, TEXAS, IN OPPOSITION TO ANY REQUESTED VARIANCE TO THE ELLIS COUNTY SUBDIVISION AND DEVELOPMENT STANDARDS FOR ANY SUBDIVISION DEVELOPMENT IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF OVILLA; IN SUPPORT OF THE DENIAL OF ANY APPLICATION FOR SUCH A VARIANCE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Ovilla is a Type-A General Law Municipality organized and existing under the laws of the State of Texas; and

WHEREAS, the development of subdivisions in the extraterritorial jurisdiction ("ETJ") of the City of Ovilla is governed by the Ellis County's Subdivision & Development Standards; and

WHEREAS, the City Council of the City of Ovilla finds and determines that Ellis County's Subdivision and Development Standards promote quality growth and development within Ellis County and Ovilla's ETJ by, among other things, providing regulations leading to a desirable environment for all citizens, both residential and nonresidential, and by protecting the health, safety, and general welfare of citizens through regulations, standards and density requirements for subdivision developments; and

WHEREAS, the granting of a variance to the requirements of Ellis County's Subdivision and Development Standards would be inconsistent with the current and planned future development within the city limits and ETJ of the City of Ovilla; and

WHEREAS, the granting of a variance to the requirements of Ellis County's Subdivision and Development Standards would not be in the best interest of the health, safety and welfare of the citizens of Ellis County and the citizens of the City of Ovilla.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OVILLA, TEXAS, THAT:

SECTION 1. The City of Ovilla opposes and does not support the grant of any requested variance to the Ellis County Subdivision and Development Standard for any subdivision development in the ETJ of the City of Ovilla.

SECTION 2. The City of Ovilla supports the denial of any application for a variance to the Ellis County Subdivision and Development Standard for any subdivision development in the ETJ of the City of Ovilla.

City of Ovilla
RESOLUTION NO. R2019-17

SECTION 3. This resolution shall be in force and effect immediately upon passage and approval.

RESOLVED, PASSED and APPROVED, this 19th day of August, 2019.

CITY OF OVILLA, TEXAS

Richard Dormier, Mayor

ATTEST:

Pamela Woodall, City Secretary