



**NOTICE OF REGULAR MEETING AGENDA**  
**LANCASTER CITY COUNCIL**  
**MUNICIPAL CENTER CITY COUNCIL CHAMBERS**  
**211 N. HENRY STREET, LANCASTER, TEXAS**  
**Monday, February 28, 2011 – 7:00 P.M.**



**CALL TO ORDER**

**INVOCATION: MINISTERIAL ALLIANCE**

**PLEDGE OF ALLEGIANCE: COUNCILMEMBER WALTER WEAVER**

**CITIZENS' COMMENTS:** (At this time citizens who have pre-registered before the call to order will be allowed to speak on any matter other than personnel matters or matters under litigation, for a length of time not to exceed three minutes. No Council action or discussion may take place on a matter until such matter has been placed on an agenda and posted in accordance with law.)

**CONSENT AGENDA:** (Items listed under the consent agenda are considered routine and are generally enacted in one motion. The exception to this rule is that a Council Member may request one or more items to be removed from the consent agenda for separate discussion and action.)

- 1C. Consider approval of minutes from the City Council Regular Meeting held February 14, 2011.
- 2C. Consider Resolution 2011-02-11 of the City Council of the City of Lancaster, Texas, ordering a general election to be held on Saturday, May 14, 2011, for the election of one councilmember for District 2, one councilmember for District 4, and one councilmember for District 6; providing for the publication and posting of notice; providing for early voting dates, times and locations; and providing an effective date.

*2010-02-11 considerar una resolución del Consejo Municipal de la Ciudad de Lancaster, Texas, ordenar una elección general que se celebrará el Sábado, 14 de mayo 2011, para la elección de un concejal para el Distrito 2, un concejal del distrito 4 de y un concejal para el Distrito 6, que contempla la publicación y publicar el del aviso, la prestación para las fechas de votación temprana, horarios y ubicaciones, y proporcionar una fecha efectiva.*

- 3C. Consider Resolution 2011-02-12 of the City Council of the City of Lancaster, Texas, approving the terms and conditions of a Joint Election Agreement and Election Services Contract with Dallas County Elections to conduct a general municipal election for Council Districts 2, 4 and 6 to be held on Saturday, May 14, 2011; authorizing the City Manager to execute said contract; and providing an effective date.

*2010-02-12 considerar una resolución del Consejo Municipal de la Ciudad de Lancaster, Texas, aprueba los términos y condiciones de un acuerdo electoral común y elección del contrato de servicios con las elecciones del condado de Dallas*

*para llevar a cabo una elección municipal del Consejo General de los distritos 2, 4 y 6 que se celebrará el Sábado, 14 de mayo 2011, se autoriza al Administrador de la Ciudad para ejecutar dicho contrato, y proporcionar una fecha de vigencia.*

- 4C. Consider Resolution 2011-02-13 of the City Council of the City of Lancaster, Texas, awarding the Request for Proposal (RFP 2011-21) to Bickerstaff Heath Delgado Acosta LLP for Council redistricting services and approving the terms and conditions of an agreement by and between the City of Lancaster and Bickerstaff Heath Delgado Acosta LLP for said services in an amount not to exceed \$32,600; authorizing the City Manager to execute said agreement; providing a repealing clause; providing a severability clause; and providing an effective date.
- 5C. Consider Resolution 2011-02-14 of the City Council of the City of Lancaster, Texas, approving the terms and conditions of an Interlocal Agreement by and between the City of Dallas and the City of Lancaster for services related to the BioTel System; authorizing the City Manager to execute said agreement; providing a repealing clause; providing a severability clause; and providing an effective date.
- 6C. Consider Resolution 2011-02-15 of the City Council of the City of Lancaster, Texas, approving the terms and conditions of an Agreement for Mutual Aid by and among the City of Lancaster and other participating local governments of the State of Texas for the purpose of providing mutual aid in the event of an emergency, disaster and/or civil emergency as provided in the agreement; authorizing the City Manager to execute said agreement; providing a repealing clause; providing a severability clause; and providing an effective date.
- 7C. Consider Resolution 2011-02-16 of the City Council of the City of Lancaster, Texas, approving the terms and conditions of an Ambulance Service Agreement by and between the City of Lancaster and the County of Dallas to provide ambulance service response to contiguous unincorporated areas in Dallas County; authorizing the City Manager to execute said agreement; providing a repealing clause; providing a severability clause; and providing an effective date.
- 8C. Consider Resolution 2011-02-17 of the City Council of the City of Lancaster, Texas, approving the terms and conditions of a Fire Protection Agreement by and between the City of Lancaster and the County of Dallas to provide fire protection and fire fighting service response to certain unincorporated areas in Dallas County; authorizing the City Manager to execute said agreement; providing a repealing clause; providing a severability clause; and providing an effective date.

## **ACTION**

9. Second reading of caption and consideration of an ordinance of the City of Lancaster, Texas, granting to Atmos Energy Corporation, a Texas and Virginia Corporation, its successors and assigns, a franchise to construct, maintain, and operate pipelines and equipment in the City of Lancaster, Dallas County, Texas, for the transportation, delivery, sale, and distribution of gas in, out of, and through said City for all purposes; providing for the payment of a fee or charge for the use of the public rights-of-way; and providing that such fee shall be in lieu of other fees and charges, excepting ad valorem taxes; and repealing all previous gas franchise ordinances.
  
10. Discuss and consider appointments to the Lancaster Planning and Zoning Commission.

## **ADJOURNMENT**

**EXECUTIVE SESSION:** The Council reserves the right to convene into executive session on any posted agenda item pursuant to Section 551.071(2) of the TEXAS GOVERNMENT CODE to seek legal advice concerning such subject.

**ACCESSIBILITY STATEMENT:** The Municipal Center is wheelchair-accessible. For sign interpretive services, call the City Secretary's office, 972-218-1311, or TDD 1-800-735-2989, at least 72 hours prior to the meeting. Reasonable accommodation will be made to assist your needs.

### **Certificate**

I hereby certify the above Notice of Meeting was posted at the Lancaster City Hall on February 24, 2011 @ 5:00pm and copies thereof were hand delivered to the Mayor, Mayor Pro-Tempore, Deputy Mayor Pro-Tempore and Council members.



\_\_\_\_\_  
Dolle K. Downe, TRMC  
City Secretary

**LANCASTER CITY COUNCIL**  
Agenda Communication for  
February 28, 2011

**1**

AG11-001

**Consider approval of minutes from the City Council Regular Meeting held February 14, 2011.**

**Background**

Attached for your review and consideration are minutes from the:

- City Council Regular Meeting held February 14, 2011

**Prepared and submitted by:**

Dolle K. Downe, City Secretary  
February 18, 2011



## MINUTES

### LANCASTER CITY COUNCIL MEETING OF FEBRUARY 14, 2011

The City Council of the City of Lancaster, Texas, met in Regular session in the Council Chambers of City Hall on February 14, 2011 at 7:00 p.m. with a quorum present to-wit:

#### **Councilmembers Present:**

Mayor Marcus E. Knight  
Walter Weaver  
Marco Mejia  
Mayor Pro Tem James Daniels  
Clyde Hairston  
Deputy Mayor Pro Tem Nina Morris  
*Council District 2 vacant*

#### **City Staff Present:**

Opal Mauldin Robertson, Interim City Manager  
Alicia Oyedele, Assistant to the City Manager  
Sean Johnson, Parks and Recreation Director  
Dori Lee, Human Resources Director  
Clovia English, Public Works Director  
Judy Tedesco, Interim Finance Director  
Rona Stringfellow-Govan, Development Services Director  
Nathaniel Barnett, Senior Planner  
Cami Loucks, Library Director  
Dolle Downe, City Secretary

#### **Call to Order:**

Mayor Knight called the meeting to order at 7:00 p.m. on February 14, 2011.

#### **Invocation:**

Pastor John Richardson gave the invocation.

#### **Pledge of Allegiance:**

Deputy Mayor Pro Tem Nina Morris led the Pledge of Allegiance.

#### **Citizens Comments:**

There were no citizen comments.

#### **Consent Agenda:**

City Secretary Downe read the consent agenda.

- 1C. Consider approval of minutes from the City Council Regular Meeting held January 24, 2011.
- 2C. Consider Resolution 2011-02-05 of the City Council of the City of Lancaster, Texas, authorizing the award of Bid No. 2010-7 to CPS Civil, LLC for construction/renovation of State Transportation Enhancement Program (STEP) sidewalks on State Highway 342, Wintergreen Road and Community Park in an amount not to exceed \$527,522; authorizing the Interim City Manager to execute the agreement; providing a repealing clause; providing a severability clause; and providing an effective date.

- 3C. Consider Resolution 2011-02-06 of the City Council of the City of Lancaster, Texas, authorizing the award of Bid No. 2010-15 to Midwest Wrecking Co. of Texas, Inc. in an amount not to exceed \$45,820 for demolition of the Pleasant Run Well; authorizing the Interim City Manager to execute the agreement pursuant to approval; providing a repealing clause; providing a severability clause; and providing an effective date.**
- 4C. Consider Resolution 2011-02-07 of the City Council of the City of Lancaster, Texas, authorizing the award of Bid No. 2011-18) to A&A Construction Company for demolition services for the Hazard Mitigation Grant Program (HMGP) in an amount not to exceed \$46,291; authorizing the Interim City Manager to execute an agreement pursuant to such award; providing a repealing clause; providing a severability clause; and providing an effective date.**
- 5C. Consider Resolution 2011-02-08 of the City Council of the City of Lancaster, Texas, declaring certain board, commission and committee position(s) vacant due to excessive absences; and providing an effective date.**
- 6C. Consider Resolution 2011-02-09 of the City Council of the City of Lancaster, Texas, providing for the appointment of the Associate Judge of the Municipal Court; authorizing the Mayor to execute an agreement providing for compensation, the term of office, and the duties of said Associate Judge; providing a repealing clause; providing a severability clause; and providing an effective date.**
- 7C. Consider an ordinance of the City of Lancaster, Texas amending Ordinance No. 2010-10-24 to correct a clerical error to Exhibit C of said ordinance and to correct clerical error under Section 4.B. of said ordinance; providing a severability clause; providing a savings clause; providing a penalty of fine not to exceed the sum of two thousand dollars (\$2,000) for each offense; and providing an effective date.**
- 8C. Consider an ordinance of the City of Lancaster, Texas, amending the Comprehensive Zoning ordinance and Map, as heretofore amended, by granting a change in zoning from Light Industrial (LI) to Light Industrial – Specific Use Permit (LI-SUP) to allow an Aerial Park Commercial Amusement Facility on property located approximately 3,250 feet west of the intersection of West Beltline Road and South Dallas Avenue, more commonly known as 700 West Beltline Road, Lancaster, Dallas County, Texas; providing for the approval of a Site Plan and Aerial Park Concept Plan; providing for special conditions; providing a severability clause; providing a savings clause; providing a penalty of fine not to exceed the sum of two thousand dollars (\$2,000) for each offense; and providing an effective date.**

**MOTION:** Mayor Pro Tem Daniels made a motion, seconded by Deputy Mayor Pro Tem Morris, to approve consent items 1C - 8C. The vote was cast 6 for, 0 against.

9. **First reading of caption and discussion of an ordinance of the City of Lancaster, Texas, granting to Atmos Energy Corporation, a Texas and Virginia Corporation, its successors and assigns, a franchise to construct, maintain, and operate pipelines and equipment in the City of Lancaster, Dallas County, Texas, for the transportation, delivery, sale, and distribution of gas in, out of, and through said City for all purposes; providing for the payment of a fee or charge for the use of the public rights-of-way; providing that such fee shall be in lieu of other fees and charges, excepting ad valorem taxes; and repealing all previous gas franchise ordinances.**

Interim City Manager Mauldin Robertson stated that the City adopted the original ordinance for the gas franchise in October 1985 for a term of twenty five years and payment of four percent (4%) of gross revenues over the term of the agreement. The ordinance was amended in December 2002 to include the lease of facilities within the City's rights-of-way. Atmos Energy Corporation is requesting the extension of their gas franchise effective January 1, 2011 for an additional twenty five years. Interim City Manager Mauldin Robertson noted that in the new agreement, Atmos will remit quarterly payments equivalent to five percent (5%) of gross revenues for the term of the agreement.

Mayor Pro Tem Daniels asked about the term and revenue amount. Interim City Manager Mauldin Robertson indicated that it is an increase in percentage from 4% to 5% of gross revenue for a twenty five year term.

Interim City Manager Mauldin Robertson also noted that this is the first reading of the ordinance caption, and as required by the City's Home Rule Charter, a second reading will be made at the regular meeting on February 28, 2011. The ordinance will be considered for adoption at that Council meeting.

10. **Discuss and consider Resolution 2011-02-10 of the City Council of the City of Lancaster, Texas, suspending the February 14, 2011, effective date of Oncor Electric Delivery Company's requested rate change to permit the City time to study the request and to establish reasonable rates; approving cooperation with the Steering Committee of Cities Served by Oncor to hire legal and consulting services and to negotiate with the Company and direct any necessary litigation and appeals; finding that the meeting at which this resolution is passed is open to the public as required by law; requiring notice of this resolution to the Company and Legal Counsel for the Steering Committee.**

Interim City Manager Mauldin Robertson commented that this resolution suspends the February 14, 2011 effective date for Oncor Electric Delivery Company's rate increase for the maximum period permitted by law to allow the City, working in conjunction with the Steering Committee of Cities Served by Oncor, to evaluate the filing and determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.

**MOTION:** Councilmember Hairston made a motion, seconded by Mayor Pro Tem Daniels, to approve Resolution 2011-02-10 suspending the February 14, 2011, effective date of Oncor Electric Delivery Company's requested rate change to permit the City time to study the request and to establish reasonable rates; approving cooperation with the Steering Committee of Cities Served by Oncor to hire legal and consulting services and to negotiate with the Company and direct any necessary litigation and appeals; finding that the meeting at which this resolution is passed is open to the public as required by law; and requiring notice of this resolution to the Company and Legal Counsel for the Steering Committee. The vote was cast 6 for, 0 against.

At 7:10 p.m. City Council recessed to move into Executive Session.

**Executive Session:**

At 7:12 p.m. the City Council convened into closed executive session in the Conference Room pursuant to:

11. **The City Council shall convene into closed executive session pursuant to Section § 551.074 (a)(1) of the TEXAS GOVERNMENT CODE to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, to-wit: the City Manager.**
12. **Reconvene into open session. Consider and take appropriate action(s), if any, on closed/executive session matters.**

The City Council recessed from Executive Session at 7:45 p.m. and reconvened into open session at 7:47 p.m.

**MOTION:** Councilmember Weaver made a motion, seconded by Mayor Pro Tem Daniels, to approve a contract of employment by and between the City of Lancaster, Texas, and Opal Mauldin Robertson for the position of City Manager on the terms and conditions set forth in Exhibit A and, to approve additional pro rata salary based on the salary in Exhibit A for service as Interim City Manager from January 25, 2011 to February 14, 2011. The vote was cast 6 for, 0 against.

There were no other actions following executive session.

**MOTION:** Deputy Mayor Pro Tem Morris made a motion, seconded by Councilmember Hairston, to adjourn. The vote was cast 6 for, 0 against.

The meeting was adjourned at 7:52 p.m.

**ATTEST:**

**APPROVED:**

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Dolle K. Downe, City Secretary

\_\_\_\_\_  
Marcus E. Knight, Mayor

**LANCASTER CITY COUNCIL**  
Agenda Communication for  
February 28, 2011

**2**

AG11-002

**Consider a resolution of the City Council of the City of Lancaster, Texas, ordering a general election to be held on Saturday, May 14, 2011, for the election of one councilmember for District 2, one councilmember for District 4, and one councilmember for District 6; providing for the publication and posting of notice; providing for early voting dates, times and locations; and providing an effective date.**

**This request supports the City Council 2010-2011 Policy Agenda.**

**Goal 6: Civic Engagement**

**Background**

The municipal General Election for City officers this year includes councilmembers for Districts 2, 4 and 6. The designated uniform Election Day is Saturday, May 14, 2011.

Pursuant to state and federal laws, election related information that is prepared for voters in English must also be provided in Spanish and any other required minority languages. To comply with this requirement, the City Attorney has advised staff to include the Spanish translation of the election order. In addition, the caption on the City's agenda for this meeting for both the election order and the joint election agreement is in English and Spanish.

**Considerations**

- **Operational** – To conduct the election, Lancaster will participate in a joint election with other governing entities in Dallas County administered by Dallas County Elections. Participating in a joint election with other cities and school districts greatly reduces election costs for all participants. The joint election agreement is a companion item to this agenda item.

Early voting will be held at the Lancaster Veterans Memorial Library. This location best serves the election process by offering sufficient space for the voters, easy entry/exit from the room (without entering the Library itself) and offers the necessary technology access for use by Dallas County Elections personnel. This location is familiar to our voters and has consistently been used in recent elections

for early voting as well as for Election Day voting. The Library is one of fifty plus early voting locations designated by Dallas County. During early voting, registered voters may vote at any Dallas County early voting polling location.

There will be two polling locations for Lancaster citizens on Election Day. Voters from precincts 3800, 3801, 3802, 3803, 3804 and 3805 will cast a ballot at the Lancaster Veterans Memorial Library. Voters from precincts 3806, 3807, 3808, 3809 and 3810 will cast a ballot at the Lancaster Elsie Robertson Middle School. Voters must vote by precinct on Election Day. These two polling locations and the precincts voting at the respective locations are consistent with polling locations used for previous elections.

- **Legal** – The City Attorney has reviewed the resolution ordering the election. The statutory last day for City Council to order the election is March 14, 2011.

The 81<sup>st</sup> Texas Legislature revised the requirements for notice of early voting locations contained in the election order. The law requires all early voting locations to be listed in the election order, not just the main early voting location. If entities scheduled to participate in the joint election withdraw from the joint election due to uncontested races, it may be necessary to revise the election order to update early voting polling locations.

- **Financial** – The estimated cost for the election is \$9,653.78. The City's final actual cost will depend on the number of entities contracting with Dallas County for election services. There are further details regarding estimated election costs in the agenda item on the joint election agreement.
- **Public Information** – All requirements for the posting and publishing of the election order will be completed as outlined in the election order.

### **Recommendation**

Staff recommends approval of the resolution as presented, ordering the general election for municipal officers on Saturday, May 14, 2011.

### **Attachments**

- Resolution [Election Order] in English and Spanish

**Prepared and submitted by:**  
Dolle K. Downe, City Secretary

**Date:** February 17, 2011

**RESOLUTION NO. 2011-02-11**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, ORDERING A GENERAL ELECTION TO BE HELD ON MAY 14, 2011, FOR THE ELECTION OF ONE COUNCILMEMBER FOR DISTRICT 2, ONE COUNCILMEMBER FOR DISTRICT 4, AND ONE COUNCILMEMBER FOR DISTRICT 6; PROVIDING FOR THE PUBLICATION AND POSTING OF NOTICE; PROVIDING FOR EARLY VOTING DATES, TIMES AND LOCATIONS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Charter requires that Councilmembers for Districts 2, 4, and 6 shall be elected this year at a General Election to be held on May 14, 2011, under the TEXAS ELECTION CODE; and

**WHEREAS**, by law it becomes the ministerial duty of the City Council to call for such municipal elections;

**NOW, THEREFORE, BE IT REMEMBERED THAT** on this the 28<sup>th</sup> day of February, 2011, at a duly convened meeting of the City Council of the City of Lancaster, Texas, a quorum being present, the Council issued the following order:

**IT IS HEREBY ORDERED** that a General Election be held in the City of Lancaster, Texas, on the 14<sup>th</sup> day of May, 2011, the same being the second Saturday of the month, 7:00 a.m. to 7:00 p.m., for the purpose of electing one Councilmember for District 2 for a three (3) year term, one Councilmember for District 4 for a three (3) year term, and one Councilmember for District 6 for a three (3) year term; and,

**IT IS FURTHER ORDERED:** That such general election shall be held as a Joint Election administered by the Dallas County Elections Administrator in accordance with the provisions of the TEXAS ELECTION CODE and a Joint Election Agreement; and,

None but legally qualified voters of District 2 shall be entitled to vote for the Councilmember for District 2; none but legally qualified voters of District 4 shall be

entitled to vote for the Councilmember for District 4; none but legally qualified voters of District 6 shall be entitled to vote for the Councilmember for District 6; and,

The candidate for each such office receiving a majority of all votes cast for all candidates for such office shall be elected to serve such term or until his or her successor is duly elected and qualified; and,

In the event any candidate for any one of said offices fails to receive a majority of all votes cast for all the candidates for such office, a run-off election shall be held. If a run-off election becomes necessary, the run-off election shall be held on Saturday, June 18, 2011. The Dallas County Elections Administrator will conduct the run-off election; and,

A Presiding Election Judge and an Alternate Presiding Election Judge shall be appointed in accordance with the Joint Election Agreement; and,

Notice of said election shall be published once in the official newspaper of the City not earlier than April 14, 2011, the 30<sup>th</sup> day before Election Day, and not later than May 4, 2011, the 10<sup>th</sup> day before Election Day. Such notice shall also be posted on the Bulletin Board used to publish notice of City Council Meetings not later than April 22, 2011, the last business day prior to the 21<sup>st</sup> day before Election Day; and,

A copy of the published notice that contains the name of the newspaper and the date of publication shall be retained as a record of such notice, and the person posting the notice shall make a record at the time of posting stating the date and place of posting and deliver a copy of said notice posted to the Mayor of the City of Lancaster after the posting is made; and,

## **EARLY VOTING**

Antoinette "Toni" Pippins-Poole, Dallas County Elections Administrator, is the appointed early voting clerk in compliance with Section 271.006 of the Texas Election Code. Other deputy early voting clerks will be appointed as needed to process early voting mail and to conduct early voting at the branch locations.

Early voting by personal appearance will be conducted beginning Monday, May 2, 2011 through Friday, May 6, 2011, between 8:00 a.m. - 5:00 p.m.; Saturday, May 7, 2011, between 8:00 a.m. - 5:00 p.m.; Sunday, May 8, 2011, between 1:00 p.m. - 6:00 p.m.; and Monday, May 9, 2011 through Tuesday, May 10, 2011, between 7:00 a.m. - 7:00 p.m.; and,

Any qualified voter of Lancaster may vote early for the Joint Election by personal appearance at either the main early voting location or at any Dallas County Branch Early Voting location;

### **MAIN EARLY VOTING POLLING PLACE:**

**Dallas County Records Building**  
509 Main Street  
Dallas, Texas 75202

### **BRANCH EARLY VOTING POLLING PLACES:**

*Early voting locations are subject to change dependent upon political subdivisions participating in the joint election.*

Branch early voting for the joint election to be held on May 14, 2011, will be conducted at the branch early voting polling locations as outlined in "Exhibit A", attached hereto and incorporated herein for all purposes.

### **EARLY VOTING BY MAIL**

Application for a ballot by mail shall be mailed to:

Toni Pippins-Poole  
Early Voting Clerk  
Office of the Elections Department  
2377 N. Stemmons Freeway, Suite 820  
Dallas, Texas 75207

Application for ballot by mail must be received no later than the close of business on April 29, 2011; and,

The polling places for voters on Election Day for Precincts 3800, 3801, 3802, 3803, 3804 and 3805 shall be at the Lancaster Veterans Memorial Library, 1600 Veterans Memorial Parkway, Lancaster, Texas 75134; and Precincts 3806, 3807, 3808, 3809 and 3810 shall be at the Lancaster Elsie Robertson Middle School, 822 W. Pleasant Run Road, Lancaster, Texas 75146. The polls shall be open from 7:00 a.m. to 7:00 p.m.

The City Secretary shall present such returns to the City Council for the canvassing of said election; and,

The canvass of said election returns for the election of officers shall be conducted by the City Council not earlier than the 3<sup>rd</sup> day nor later than the 11<sup>th</sup> day after the election.

**DULY ORDERED** by the City Council of the City of Lancaster, Texas on this the 28<sup>th</sup> day of February 2011.

**APPROVED:**

\_\_\_\_\_  
Marcus E. Knight, Mayor

**ATTEST:**

\_\_\_\_\_  
Dolle K. Downe, City Secretary

**APPROVED AS TO FORM:**

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Robert E. Hager, City Attorney

*Resolution No. 2011-02-11*

**Exhibit A**  
**DATES AND TIMES OF EARLY VOTING FOR THE JOINT**  
**ELECTION TO BE HELD ON SATURDAY, MAY 14, 2011**  
**Fechas y horarios de votación adelantada para la elección**  
**conjunta que se celebrará el sábado, 14 de mayo 2011**

01	ADDISON FIRE STATION #1	4798 AIRPORT PKWY	ADDISON	75001
02	AUDELIA ROAD LIBRARY	10045 AUDELIA ROAD	DALLAS	75238
03	BALCH SPRINGS CITY HALL	3117 HICKORY TREE	BALCH SPRINGS	75180
04	CARROLLTON/FR BR ISD ADM	1445 N PERRY ROAD	CARROLLTON	75006
05	CEDAR HILL GOVERNMENT CTR	285 UPTOWN BLVD	CEDAR HILL	75104
06	CHURCHILL REC CENTER	(CLOSING FOR REMODEL 3/28/11)	DALLAS	75230
07	COCKRELL HILL CITY HALL	4125 W CLARENDON	DALLAS	75211
08	COPPELL TOWN CENTER	255 PARKWAY BLVD	COPPELL	75019
09	CROSSWINDS HIGH SCHOOL	1100 N CARRIER PKWY	GRAND PRAIRIE	75050
10	DALLAS CITY HALL	1500 MARILLA STREET	DALLAS	75201
11	DISD ADMINISTRATION BLDG	3700 ROSS AVE	DALLAS	75204
12	DESOTO TOWN CENTER LIBRARY	211 E PLEASANT RUN	DESOTO	75115
13	DUNCANVILLE LIBRARY	201 JAMES COLLINS	DUNCANVILLE	75116
14	FARMERS BRANCH CITY HALL	13000 WILLIAM DODSON	FARMERS BR	75234
15	FRANKFORD TOWNHOMES	18110 MARSH LANE	DALLAS	75287
16	FRETZ PARK REC CTR	(CLOSING FOR REMODEL 4/11/11)		
17	GARLAND CITY HALL	200 N FIFTH	GARLAND	75040
18	GARLAND ISD STUDENT SVCS CTR.	720 STADIUM DRIVE	GARLAND	75040
19	GARNER ELEMENTARY	145 POLO ROAD	GRAND PRAIRIE	75052
20	GRAUWYLER PARK REC CTR	7780 HARRY HINES BLVD	DALLAS	75235
21	HARRY STONE REC CTR	2403 MILLMAER DRIVE	DALLAS	75228
22	HEBRON & JOSEY LIBRARY	4220 N JOSEY LANE	CARROLLTON	75010
23	HIGHLAND HILLS LIBRARY	3624 SIMPSON STUART	DALLAS	75241
24	HUTCHINS CITY HALL	321 N. MAIN ST	HUTCHINS	75141
25	IRVING ARTS CENTER	3333 N MACARTHUR	IRVING	75062
26	IRVING CITY HALL	825 W IRVING BLVD	IRVING	75060
27	JOSEY RANCH LIBRARY	1700 KELLER SPRINGS	CARROLLTON	75006

28	LAKESIDE ACTIVITY CENTER	101 HOLLEY PARK DR	MESQUITE	75149
29	LANCASTER VET. MEMO. LIBRARY	1600 VETERANS MEMORIAL PKWY	LANCASTER	75134
30	MARSH LANE BAPTIST CHURCH	10716 MARSH LANE	DALLAS	75229
31	MARTIN LUTHER KING CORE BLDG	2922 MLK BLVD	DALLAS	75215
32	MARTIN WEISS REC CTR	1111 MARTINDELL	DALLAS	75211
33	MOUNTAIN CREEK LIBRARY	6102 MOUNTAIN CREEK PKWY	DALLAS	75249
34	OAK CLIFF SUB COURTHOUSE	410 S BECKLEY	DALLAS	75203
35	OUR REDEEMER LUTHERAN CHURCH	7611 PARK LANE	DALLAS	75225
36	PLEASANT OAKS REC CENTER	8701 GREENMOUND	DALLAS	75227
37	RECORDS BUILDING	509 MAIN STREET	DALLAS	75202
38	RENNER-FRANKFORD LIBRARY	6400 FRANKFORD ROAD	DALLAS	75252
39	REVERCHON REC CTR	3505 MAPLE AVENUE	DALLAS	75219
40	RICHARDSON CIVIC CENTER	411 W ARAPAHO ROAD	RICHARDSON	75080
41	RICHARDSON ISD ADMIN BLDG	400 S GREENVILLE AVE	RICHARDSON	75081
42	ROWLETT CITY HALL ANNEX	4004 MAIN STREET	ROWLETT	75088
43	SACHSE CITY HALL	3815-B SACHSE ROAD	SACHSE	75048
44	SEAGOVILLE CITY HALL	702 N. HWY 175	SEAGOVILLE	75159
45	SOUTH OAK CLIFF HIGH SCHOOL	3601 S. MARSALIS	DALLAS	75216
46	ST LUKE COMMUNITY LIFE CTR	6211 EAST GRAND AVENUE	DALLAS	75223
47	SUNNYVALE TOWN HALL	127 N COLLINS ROAD	SUNNYVALE	75182
48	VALLEY RANCH LIBRARY	401 CIMARRON TRAIL	IRVING	75063
49	VETERANS ADMIN MEDICAL CTR	4500 S LANCASTER ROAD	DALLAS	75216
50	WEST DALLAS MULTIPURPOSE	2828 FISHTRAP	DALLAS	75212
51	WILMER COMMUNITY CENTER	101 DAVIDSON PLAZA	WILMER	75172

**DATES AND TIMES OF EARLY VOTING**  
**FECHAS Y HORARIOS DE VOTACIÓN ADELANTADA**

May 02 (MONDAY THROUGH FRIDAY) May 06

2 de mayo (lunes a viernes) 6 de mayo

May 07 (SATURDAY)

7 de mayo (sábado)

May 08 (SUNDAY)

8 de mayo (domingo)

May 09 (MONDAY AND TUESDAY) May 10

9 de mayo (lunes y martes) 10 de mayo

8 AM TO 5 PM

8 a 5 p

8 AM TO 5 PM

8 a 5 p

1 PM TO 6 PM

1 p 6 p

7 AM TO 7 PM

7 a 7 p

**TEMPORARY BRANCH LOCATION**

**HIGHLAND PARK ISD ADMIN BLDG. 7015 WESTCHESTER DR. HIGHLAND PARK 75205**  
**May 2(Monday through Friday) May 6** 8am to 4:30pm  
**2 de mayo (lunes a viernes) 6 de mayo** 8 a 4:30 p  
**May 09 (Monday and Tuesday) May 10** 7am to 7pm  
**9 de mayo (lunes y martes) 10 de mayo** 7 a 7 p

**SUNNYVALE ISD MOBILE VOTING DATES AND LOCATIONS**

**TUESDAY, MAY 3, 2011 - 6:00PM TO 9:00PM**

**SUNNYVALE ELEMENTARY SCHOOL 417 E. TRIPP RD SUNNYVALE 75182**

**FRIDAY, MAY 6, 2011 – 6:00PM TO 9:00PM**

**SUNNYVALE ELEMENTARY SCHOOL 417 E. TRIPP RD SUNNYVALE 75182**

**MONDAY, MAY 9, 2011 – 6:00PM TO 9:00PM**

**SUNNYVALE MIDDLE SCHOOL 216 COLLINS RD SUNNYVALE 75182**

**RICHARDSON ISD MOBILE VOTING DATES AND LOCATIONS**

**TUESDAY, MAY 3, 2011 – 4:00PM TO 9:00PM**

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**THURSDAY, MAY 5, 2011 – 4:00PM TO 9:00PM**

**JJ PEARCE HIGH SCHOOL 1600 N COIT RD RICHARDSON 75080**

**MONDAY, MAY 9, 2011 – 4:00PM TO 9:00PM**

**LV BERKNER HIGH SCHOOL 1600 E SPRING VALLEY RD RICHARDSON 75081**

**TUESDAY, MAY 10, 2011 – 4:00PM TO 9:00PM**

**LAKE HIGHLANDS HIGH SCHOOL 9449 CHURCH RD DALLAS 75238**

## **RESOLUCIÓN NO. 2011-02-11**

**RESOLUCIÓN DEL CONSEJO MUNICIPAL DE LA CIUDAD DE LANCASTER, TEXAS, QUE ORDENA UNA ELECCIÓN GENERAL QUE SE CELEBRARA EL 14 DE MAYO DE 2011, PARA LA ELECCIÓN DE UN CONCEJO DE DISTRITO 2, UN CONCEJO DE DISTRITO 4, Y UN CONCEJO DE DISTRITO 6; QUE CONTEMPLA LA PUBLICACIÓN Y PUBLICACIÓN DEL AVISO, LA PRESTACIÓN PARA VOTACIÓN TEMPRANA FECHAS, HORAS Y LUGARES; Y PROPORCIONAR UNA FECHA DE VIGENCIA.**

Considerando que la Carta exige que los concejales de la ciudad para los distritos 2, 4 y 6 serán elegidos de este año en una elección general que se celebrará el 14 de mayo de 2011, en el marco del Código Electoral de Texas y

Considerando que, por ley se convierte en el deber ministerial del Consejo de la Ciudad para solicitar tales elecciones municipales

**AHORA, POR LO TANTO**, debe recordarse que en este día el 28 de febrero 2011, en una reunión debidamente convocada del Consejo Municipal de la Ciudad de Lancaster, Texas, el quórum está presente, el Consejo emitió el siguiente orden:

**SE ORDENA** que las elecciones generales se celebrarán en la ciudad de Lancaster, Texas, el día 14 de mayo 2011, el mismo ser el segundo sábado del mes, de 7:00 a.m. - 7:00 p.m. con el fin de elegir a un Concejal para el Distrito 2, para un período de tres (3) años, un Concejal del distrito 4 de tres (3) años, y un Concejal para el Distrito 6 para un período de tres (3) años y,

**SE ORDENA ADEMÁS:** Que las elecciones generales se llevará a cabo como una elección conjunta administrado por el Administrador de Elecciones del Condado de Dallas, de conformidad con las disposiciones del Código Electoral de Texas y un acuerdo electoral mixto y,

Ninguno, pero está legalmente calificado votantes del Distrito 2, tendrá derecho a votar por el concejal para el Distrito 2, ninguna formación jurídica, pero los votantes del Distrito 4, tendrá derecho a votar por el Concejal del distrito 4, ninguna formación jurídica, pero los votantes del Distrito 6 se derecho a votar por el concejal para el Distrito 6 y,

El candidato para cada oficina, que recibe la mayoría de los votos emitidos para todos los candidatos a cargos serán elegidos para servir a dicho término o hasta que su sucesor sea debidamente elegido y calificado y,

En el caso de que cualquier candidato a cualquiera de dichos oficios no recibe una mayoría de los votos emitidos a favor de todos los candidatos a dicho cargo, una vuelta de las elecciones se celebrarán. Si una segunda vuelta de las elecciones se hace necesario, la vuelta de las elecciones se celebrará el Sábado, 18 de junio 2011. El Administrador de Elecciones del Condado de Dallas llevará a cabo la segunda vuelta electoral y,

Un Juez Presidente Electoral y un Presidente Alterno Juez Electoral serán designados de conformidad con el acuerdo de creación de las elecciones, y,

Aviso de dicha elección se publicará una vez en el periódico oficial de la ciudad no antes del 14 de abril 2011, 30 días antes de las elecciones, ya más tardar el 4 de mayo 2011, el día 10 antes de las elecciones. Dicho aviso también se publicará en el tablón de anuncios utilizado para publicar un anuncio de reuniones del Concejo Municipal a más tardar el 22 de abril 2011, el último día hábil antes del día 21 antes de las elecciones y,

Una copia del anuncio publicado que contenga el nombre del periódico y la fecha de publicación se mantiene como un registro de tal notificación, y la persona que envía el anuncio deberá hacer un registro en el momento del anuncio indicando la fecha y lugar de envío y entregar una copia de dicho aviso enviado a el Alcalde de la ciudad de Lancaster, después de que se haga la publicación y,

## **VOTACIÓN TEMPRANA**

Antoinette "Toni" Pippins-Poole, Dallas County Elections Administrator, es el designado secretario de votación anticipada en cumplimiento con la Sección 271.006 del Código Electoral de Texas. Otros empleados de la votación anticipada Adjunto será designado como sea necesario para el proceso electrónico de votación temprana y llevar a cabo la votación anticipada en las sucursales.

La votación anticipada en persona se llevará a cabo a partir Lunes, 2 de mayo 2011 hasta el Viernes, 6 de mayo 2011, entre 8:00 a.m. - 5:00 p.m.; Sábado, 7 de mayo 2011, entre las 8:00 a.m. - 5:00 p.m., Domingo, 8 de mayo 2011, entre las 1:00 p.m. - 6:00 p.m., y Lunes, 9 de mayo 2011 hasta el Martes, 10 de mayo 2011, entre las 7:00 a.m. - 7:00 p.m. y,

Cualquier votante calificado de Lancaster puede votar por adelantado para la elección conjunta de comparecencia personal en cualquier lugar principal de votación anticipada o en cualquier biblioteca en el condado de Dallas temprana lugar de votación:

**Lugare principal de votación temprana electoral:**

**Dallas County Records Building**

509 Main Street  
Dallas, Texas 75202

**LUGARES DE VOTACIÓN TEMPRANA:**

Lugares de votación temprana están sujetos a cambio depende de las subdivisiones políticas que participan en la elección conjunta.

Poder de votación temprana para la elección conjunta que se celebrará el 14 de mayo de 2011, se llevará a cabo en la sucursal de lugares de votación anticipada como se describe en "Anexo" A ", que se adjunta y se incorporan en este documento para todos los efectos.

**VOTACIÓN TEMPRANA POR CORREO**

Solicitud para votar por correo deberán enviarse a:

Toni Pippins-Poole  
De votación anticipada  
Oficina del Departamento de Elecciones  
2377 N. Stemmons Freeway, Suite 820  
Dallas, Texas 75207

Solicitud de boleta por correo deberán recibirse a más tardar al cierre de actividades el 29 de abril de 2011 y,

Los lugares de votación para los votantes el día de elecciones para Distritos 3800, 3801, 3802, 3803, 3804, 3805 y queda fijada en el Lancaster Veterans Memorial Library, 1600 Veterans Memorial Parkway, Lancaster, Texas 75134, y Distritos 3806, 3807, 3808, 3809, 3810 y queda fijada en el Lancaster Elsie Robertson Middle School, 822 W. Pleasant Run Road, Lancaster, Texas 75146. Las urnas estarán abiertas 7:00 a.m. - 7:00 p.m.

El Secretario de la Ciudad deberá presentar estas declaraciones al Ayuntamiento para la captación de dicha elección y,

El escrutinio de los resultados de las elecciones dijo que para la elección de la Mesa se llevará a cabo por el Ayuntamiento no antes del día 3, ni a más tardar el día 11 después de las elecciones.

Debidamente ordenadas por el Consejo Municipal de la Ciudad de Lancaster, Texas, en este día el 28 de febrero de 2011.

**APROBADO:**

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Marcus E. Knight, el Alcalde

**DOY FE:**

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Dolle K. Downe, Secretaria de la Ciudad

**APROBADA EN FORMA:**

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Robert E. Hager, Abogado de la Ciudad

**Exhibit A**  
**DATES AND TIMES OF EARLY VOTING FOR THE JOINT**  
**ELECTION TO BE HELD ON SATURDAY, MAY 14, 2011**  
**Fechas y horarios de votación adelantada para la elección**  
**conjunta que se celebrará el sábado, 14 de mayo 2011**

01	ADDISON FIRE STATION #1	4798 AIRPORT PKWY	ADDISON	75001
02	AUDELIA ROAD LIBRARY	10045 AUDELIA ROAD	DALLAS	75238
03	BALCH SPRINGS CITY HALL	3117 HICKORY TREE	BALCH SPRINGS	75180
04	CARROLLTON/FR BR ISD ADM	1445 N PERRY ROAD	CARROLLTON	75006
05	CEDAR HILL GOVERNMENT CTR	285 UPTOWN BLVD	CEDAR HILL	75104
06	CHURCHILL REC CENTER	(CLOSING FOR REMODEL 3/28/11)	DALLAS	75230
07	COCKRELL HILL CITY HALL	4125 W CLARENDON	DALLAS	75211
08	COPPELL TOWN CENTER	255 PARKWAY BLVD	COPPELL	75019
09	CROSSWINDS HIGH SCHOOL	1100 N CARRIER PKWY	GRAND PRAIRIE	75050
10	DALLAS CITY HALL	1500 MARILLA STREET	DALLAS	75201
11	DISD ADMINISTRATION BLDG	3700 ROSS AVE	DALLAS	75204
12	DESOTO TOWN CENTER LIBRARY	211 E PLEASANT RUN	DESOTO	75115
13	DUNCANVILLE LIBRARY	201 JAMES COLLINS	DUNCANVILLE	75116
14	FARMERS BRANCH CITY HALL	13000 WILLIAM DODSON	FARMERS BR	75234
15	FRANKFORD TOWNHOMES	18110 MARSH LANE	DALLAS	75287
16	FRETZ PARK REC CTR	(CLOSING FOR REMODEL 4/11/11)		
17	GARLAND CITY HALL	200 N FIFTH	GARLAND	75040
18	GARLAND ISD STUDENT SVCS CTR.	720 STADIUM DRIVE	GARLAND	75040
19	GARNER ELEMENTARY	145 POLO ROAD	GRAND PRAIRIE	75052
20	GRAUWYLER PARK REC CTR	7780 HARRY HINES BLVD	DALLAS	75235
21	HARRY STONE REC CTR	2403 MILLMAER DRIVE	DALLAS	75228
22	HEBRON & JOSEY LIBRARY	4220 N JOSEY LANE	CARROLLTON	75010
23	HIGHLAND HILLS LIBRARY	3624 SIMPSON STUART	DALLAS	75241
24	HUTCHINS CITY HALL	321 N. MAIN ST	HUTCHINS	75141
25	IRVING ARTS CENTER	3333 N MACARTHUR	IRVING	75062
26	IRVING CITY HALL	825 W IRVING BLVD	IRVING	75060
27	JOSEY RANCH LIBRARY	1700 KELLER SPRINGS	CARROLLTON	75006

28	LAKESIDE ACTIVITY CENTER	101 HOLLEY PARK DR	MESQUITE	75149
29	LANCASTER VET. MEMO. LIBRARY	1600 VETERANS MEMORIAL PKWY	LANCASTER	75134
30	MARSH LANE BAPTIST CHURCH	10716 MARSH LANE	DALLAS	75229
31	MARTIN LUTHER KING CORE BLDG	2922 MLK BLVD	DALLAS	75215
32	MARTIN WEISS REC CTR	1111 MARTINDELL	DALLAS	75211
33	MOUNTAIN CREEK LIBRARY	6102 MOUNTAIN CREEK PKWY	DALLAS	75249
34	OAK CLIFF SUB COURTHOUSE	410 S BECKLEY	DALLAS	75203
35	OUR REDEEMER LUTHERAN CHURCH	7611 PARK LANE	DALLAS	75225
36	PLEASANT OAKS REC CENTER	8701 GREENMOUND	DALLAS	75227
37	RECORDS BUILDING	509 MAIN STREET	DALLAS	75202
38	RENNER-FRANKFORD LIBRARY	6400 FRANKFORD ROAD	DALLAS	75252
39	REVERCHON REC CTR	3505 MAPLE AVENUE	DALLAS	75219
40	RICHARDSON CIVIC CENTER	411 W ARAPAHO ROAD	RICHARDSON	75080
41	RICHARDSON ISD ADMIN BLDG	400 S GREENVILLE AVE	RICHARDSON	75081
42	ROWLETT CITY HALL ANNEX	4004 MAIN STREET	ROWLETT	75088
43	SACHSE CITY HALL	3815-B SACHSE ROAD	SACHSE	75048
44	SEAGOVILLE CITY HALL	702 N. HWY 175	SEAGOVILLE	75159
45	SOUTH OAK CLIFF HIGH SCHOOL	3601 S. MARSALIS	DALLAS	75216
46	ST LUKE COMMUNITY LIFE CTR	6211 EAST GRAND AVENUE	DALLAS	75223
47	SUNNYVALE TOWN HALL	127 N COLLINS ROAD	SUNNYVALE	75182
48	VALLEY RANCH LIBRARY	401 CIMARRON TRAIL	IRVING	75063
49	VETERANS ADMIN MEDICAL CTR	4500 S LANCASTER ROAD	DALLAS	75216
50	WEST DALLAS MULTIPURPOSE	2828 FISHTRAP	DALLAS	75212
51	WILMER COMMUNITY CENTER	101 DAVIDSON PLAZA	WILMER	75172

**DATES AND TIMES OF EARLY VOTING**  
**FECHAS Y HORARIOS DE VOTACIÓN ADELANTADA**

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**LAKE HIGHLANDS HIGH SCHOOL 9449 CHURCH RD DALLAS 75238**

**LANCASTER CITY COUNCIL**  
Agenda Communication for  
February 28, 2011

**3**

AG11-003

**Consider a resolution of the City Council of the City of Lancaster, Texas, approving the terms and conditions of a Joint Election Agreement and Election Services Contract with Dallas County Elections to conduct a general municipal election for Council Districts 2, 4 and 6 to be held on Saturday, May 14, 2011; authorizing the City Manager to execute said contract; and providing an effective date.**

**This request supports the City Council 2010-2011 Policy Agenda.**

**Goal 1: Financially Sound City Government**

**Background**

On May 14, 2011, the City will hold a general municipal election for Council Districts 2, 4 and 6.

**Considerations**

- **Operational** - Dallas County Elections has the staff, equipment, and expertise to efficiently conduct elections. Participating with other municipalities and school districts helps defray the cost of the election and streamlines the voting process for residents.
- **Legal** – Please note in the election services contract the following:
  - Attachment B [Joint Election Day Locations] is a draft and subject to revision;
  - Attachment C [Election Judges] is unavailable as of this communication;
  - Attachment E [Joint Election Participants] is unavailable until contracts are finalized with each participating governmental entity.

The City Attorney has reviewed and approved the contract for election services and the accompanying resolution.

- **Financial** - The estimated cost for the City's share of this year's election is \$9,654. The City's final cost depends on how many entities contract with Dallas County for election services.

Recent general municipal election costs are outlined below.

May 2010	\$9,069
May 2009	no election held; transition to three year council terms
May 2008	\$9,947 (mayoral race)
May 2007	\$4,100
May 2006	\$7,885 (mayoral race)

Estimated costs for the City's election are calculated by Dallas County Elections based on various factors including shared polling locations and total number of governing entities that participate in the election. A breakdown of the estimated cost is detailed in Attachment A of the election services contract which is attached.

\$39,800 was budgeted for election expenses this fiscal year. The estimated cost for the November 2, 2010 (local option measure) was \$18,716. The estimated cost for the May 14 election is \$9,654. Total estimated costs for the line item equal \$28,370 or approximately \$11,430 less than budgeted. If a run-off election is required, the City will incur additional costs.

- **Public Information** - There are no public information requirements for the election contract.

### **Options/Alternatives**

1. City Council may approve the resolution as presented.
2. City Council may deny the resolution and direct staff.

### **Recommendation**

Staff recommends approval of the resolution as presented contracting with Dallas County Elections for election services.

### **Attachments**

- Resolution
- Joint Election Agreement and Election Services Contract

**Prepared and submitted by:**  
Dolle K. Downe, City Secretary

**Date:** February 17, 2011

**RESOLUTION NO. 2011-02-12**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A JOINT ELECTION AGREEMENT AND ELECTION SERVICES CONTRACT WITH DALLAS COUNTY ELECTIONS TO CONDUCT A GENERAL MUNICIPAL ELECTION FOR COUNCIL DISTRICTS 2, 4 AND 6 TO BE HELD ON SATURDAY, MAY 14, 2011; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID CONTRACT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lancaster will hold a General Municipal Election for Council Districts 2, 4 and 6 on Saturday, May 14, 2011; and

**WHEREAS**, the City of Lancaster desires to participate with other municipalities and entities in Dallas County to help defray the costs of such election and streamline the voting process for residents; and

**WHEREAS**, it is the desire of the City of Lancaster to secure election services from Dallas County Elections;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS:**

**SECTION 1.** That the Dallas County Joint Election Agreement and Election Services Contract attached hereto and incorporated herein by reference as Exhibit "A", having been reviewed by the City Council of the City of Lancaster, Texas, and found to be acceptable and in the best interest of the City and its citizens, be, and the same is hereby, in all things approved.

**SECTION 2.** That the City Manager is hereby authorized to execute the Joint Election Agreement and Election Services Contract with Dallas County Elections to conduct a general municipal election; and, to approve the final list of election judges as provided for Attachment C to said Agreement.

**SECTION 3.** This resolution shall become effective immediately from and after its passage, as the law and charter in such cases provide.

**DULY PASSED** and approved by the City Council of the City of Lancaster, Texas on this the 28<sup>th</sup> day of February 2011.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Dolle K. Downe, City Secretary

\_\_\_\_\_  
Marcus E. Knight, Mayor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Robert E. Hager, City Attorney

JOINT ELECTION AGREEMENT  
AND  
ELECTION SERVICES CONTRACT  
BETWEEN  
THE DALLAS COUNTY ELECTIONS ADMINISTRATOR  
AND

TOWN OF ADDISON (TOA)  
CITY OF BALCH SPRINGS (COBS)  
CITY OF CARROLLTON (COC)  
CITY OF CEDAR HILL (COCdH)  
CITY OF COCKRELL HILL (COCKH)  
CITY OF COPPELL (COCp)  
CITY OF DALLAS (COD)  
CITY OF DESOTO (CODe)  
CITY OF DUNCANVILLE (CODu)  
CITY OF FARMERS BRANCH (COFB)  
CITY OF GARLAND (COG)  
CITY OF GRAND PRAIRIE (COGP)  
CITY OF HUTCHINS (COH)  
CITY OF IRVING (COI)  
CITY OF LANCASTER (COL)  
CITY OF MESQUITE (COM)  
CITY OF RICHARDSON (COR)  
CITY OF ROWLETT (CORW)  
CITY OF SACHSE (COS)  
CITY OF SEAGOVILLE (COSe)  
TOWN OF SUNNYVALE (TOS)  
CITY OF WILMER (COW)  
DALLAS COUNTY SCHOOL BOARD (DCSB)  
CARROLLTON-FARMERS BRANCH INDEPENDENT SCHOOL DISTRICT (CFBISD)  
CEDAR HILL INDEPENDENT SCHOOL DISTRICT (CHISD)  
COPPELL INDEPENDENT SCHOOL DISTRICT (CPISD)  
DALLAS INDEPENDENT SCHOOL DISTRICT (DISD)  
DESOTO INDEPENDENT SCHOOL DISTRICT (DeISD)  
DUNCANVILLE INDEPENDENT SCHOOL DISTRICT (DuISD)  
GARLAND INDEPENDENT SCHOOL DISTRICT (GISD)  
GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT (GPISD)  
HIGHLAND PARK ISD (HPISD)  
IRVING INDEPENDENT SCHOOL DISTRICT (IISD)  
LANCASTER INDEPENDENT SCHOOL DISTRICT (LISD)  
MESQUITE INDEPENDENT SCHOOL DISTRICT (MISD)  
RICHARDSON INDEPENDENT SCHOOL DISTRICT (RISD)  
SUNNYVALE INDEPENDENT SCHOOL DISTRICT (SUISD)

FOR THE CONDUCT OF A JOINT ELECTION  
TO BE HELD SATURDAY, MAY 14, 2011

TO BE ADMINISTERED BY THE DALLAS COUNTY ELECTIONS DEPARTMENT (DCED)

1. JURISDICTION AND PARTICIPATING POLITICAL SUBDIVISIONS

- 1.1 The Town of Addison (TOA) plans to hold a General Municipal Election May 14, 2011 for 3 City Council Members at-large and a Mayoral position in 4 Dallas County voting precincts. The City of Balch Springs (COBS) plans to hold a Special Charter Amendment Election and a General Municipal Election on May 14, 2011 for City Councilmember Places 3, 5, 7, and a Mayoral position in 12 Dallas County voting precincts. The City of Carrollton (COC) plans to hold a General Municipal Election for City Councilmember Places 2, 4, 6 and a Mayoral position in 12 Dallas County voting precincts and 16 Denton County voting precincts. The City of Cedar Hill (COCdH) plans to hold a General Municipal Election for City Councilmember Places 2 and 6 on May 14, 2011 in 11 Dallas County voting precincts and 1 Ellis County voting precinct. The City of Cockrell Hill (COCKH) plans to hold a General Municipal Election on May 14, 2011 for Alderman Places 3, 4, and 5 in 1 Dallas County voting precinct. The City of Coppel plans to

hold a General Municipal Election on May 14, 2011 for City Councilmember Places 1, 3, 5, and 7 in 11 Dallas County voting precincts and 1 Denton County voting precinct. The City of Dallas plans to hold a General Municipal Election on May 14, 2011 for City Councilmember Places 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, and 14 and a Mayoral position in 398 Dallas County voting precincts, 14 Collin County voting precincts, 1 Rockwall County voting precinct and 4 Denton County voting precincts. The City of DeSoto (CODE) plans to hold a General Municipal Election on May 14, 2011 for City Councilmember Places 2 and 4 in 21 Dallas County voting precincts. The City of Duncanville (CODu) plans to hold a General Municipal Election on May 14, 2011 for City Councilmember Districts 1, 3, 5 and a Councilmember position at-large in 14 Dallas County voting precincts. The City of Farmers Branch (COFB) plans to hold a Special Election for Proposition, a Special Charter Amendment Election, and a General Municipal Election on May 14, 2011 for City Councilmember Place 2 and a Mayoral position in 13 Dallas County voting precincts. The City of Garland (COG) plans to hold a General Municipal Election for City Councilmember Districts 3, 6, 7, 8 and a Mayoral position in 64 Dallas County voting precincts and 2 Collin County voting precincts. The City of Grand Prairie (COGP) plans to hold a General Municipal Election on May 14, 2011 for City Councilmember Districts 1 and 3 and Place 7, at-large in 29 Dallas County voting precincts and 1 Ellis County voting precinct. The City of Hutchins (COH) plans to hold a General Municipal Election on May 14, 2011 for three (3) City Council Members at-large and a Mayoral position in 3 Dallas County voting precincts. The City of Irving (COI) plans to hold a General Municipal Election on May 14, 2011 for City Councilmember Places 3, 5, and a Mayoral Position in 53 Dallas County voting precincts. The City of Lancaster (COL) plans to hold a General Municipal Election on May 14, 2011 for City Councilmember Districts 2, 4, and 6 in 11 Dallas County voting precincts. The City of Mesquite (COM) plans to hold a General Municipal Election on May 14, 2011 for City Councilmember Places 1, 2, 6 and a Mayoral position in 36 Dallas County voting precincts and 3 Kaufman County voting precincts. The City of Richardson (COR) plans to hold a General Municipal Election on May 14, 2011 for City Councilmember Places 1, 2, 3, 4, 5, 6, and 7 in 23 Dallas County voting precincts, and 6 Collin County voting precincts. The City of Rowlett (CORW) plans to hold a General Municipal Election on May 14, 2011 for City Councilmember Places 1, 3, and 5 in 10 Dallas county voting precincts and 2 Rockwall County voting precincts. The City of Sachse (COS) plans to hold a General Election on May 14, 2011 for City Councilmember Places 3 and 4 in 5 Dallas County voting precincts and 3 Collin County voting precincts. The City of Seagoville (COSe) plans to hold a General Municipal Election on May 14, 2011 for City Councilmember Places 2, 4, and a Mayoral position in 3 Dallas County voting precincts and 1 Kaufman County voting precinct. The Town of Sunnyvale (TOS) plans to hold a General Election on May 14, 2011 for two (2) Council Members at-large and a Mayoral position in 1 Dallas County voting precinct. The City of Wilmer (COW) plans to hold a General Municipal Election on May 14, 2011 for three (3) City Council Members at-large in 1 Dallas County voting precinct.

- 1.2 The Dallas County School Board (DCSB) plans to hold on May 14, 2011 a Board of Trustee's Election for Board of Trustee Districts 1 and 4 in 694 Dallas County voting precincts located wholly or partially within the District and Dallas County.
- 1.3 The Carrollton Farmers Branch Independent School District (CFBISD) plans to hold a Board of Education Trustee Election on May 14, 2011 for Places 1 and 2 in 38 Dallas County voting precincts and 10 Denton County voting precincts located wholly or partially within the District. The Cedar Hill Independent School District (CHISD) plans to hold a Board of Education Trustee Election on May 14, 2011 for Places 3, 4, and 5 in 22 Dallas County voting precincts located wholly or partially within the District. The Coppell Independent School District (CpISD) plans to hold a Board of Education Trustee Election on May 14, 2011 for Places 4 and 5 in 22 Dallas County voting precincts located wholly or partially within the District. The Dallas Independent School District (DISD) plans to hold a Board of Trustee Election on May 14, 2011 for Places 2, 6, and 8 in 117 Dallas County voting precincts located wholly or partially within the District. The DeSoto Independent School District (DeISD) plans to hold a Board of Education Trustee Election on May 14, 2011 for Places 3, 4, and 5 in 23 Dallas County voting precincts located wholly or partially within the District. The Duncanville Independent School District (DuISD) plans to hold a Board of Education Trustee Election on May 14, 2011 for Places 4 and 5 in 32 Dallas County voting precincts located wholly or partially within the District. The Garland Independent School District (GISD) plans to hold a Board of Education Trustee Election on May 14, 2011 for Places 4 and 5 in 67 Dallas County voting precincts located wholly or partially within the District. The Grand Prairie Independent School District (GPISD) plans to hold a Board of Education Trustee Election for Places 3 and 4 on May 14, 2011 in 41 Dallas County voting precincts located wholly within the District. The Highland Park Independent School District (HPISD) plans to hold a Board of Education Trustee Election on May 14, 2011 for Districts 6 and 7 in 18 Dallas County voting precincts located wholly or partially within the District. The Irving Independent School District (IISD) plans to hold a Board of Education Trustee Election on May 14, 2011 for Places 1 and 2 in 47 Dallas County voting precincts located wholly or partially within the District. The Lancaster Independent School District (LISD) plans to hold a Board of Education Trustee Election on May 14, 2011 for Districts 4, 5, and 7 in 11 Dallas County voting precincts located wholly or partially within the District. The Mesquite Independent School District (MISD) plans to hold a Board of Trustee Election on May 14, 2011 for Places 3, 4, and 5 in 47 Dallas County voting precincts located wholly or partially within the District. The Richardson Independent School District (RISD) plans to hold a Special Bond Election and a Board of Education Trustee Election on May 14, 2011 for Places 6 and 7 in 74 Dallas County voting precincts located wholly or partially within the District. The Sunnyvale Independent School District (SuISD) plans to hold a Special Bond Election and a Board of Education Trustee Election on May 14, 2011 for Places 1 and 2 in 1 Dallas County voting precinct located wholly or partially within the District.

1.4 A list of each election precinct or partial election precinct (each precinct unit) involved in the Joint Election, together with the name of the participating political subdivision holding an election in that precinct unit, and the number of registered voters in that precinct unit, is shown in Attachment "E". DCED will forward an updated and amended version of Attachment "E" to each participating political subdivision showing registered voters as of the deadline for registering to vote in the elections listed in Section 1 of this Election Services Contract and Joint Election Agreement.

## 2. ADMINISTRATION AND STATUTORY AUTHORITY

2.1 Antoinette "Toni" Pippins-Poole (hereafter referred to as Toni Pippins-Poole) is the duly appointed County Elections Administrator of Dallas County, Texas and the Department Head of the Dallas County Elections Department (DCED). As such, Mrs. Pippins-Poole is the County Election Officer of Dallas County, Texas and is thereby authorized by Subchapter D of Chapter 31 of Title 3 of the Texas Election Code to enter into this joint election agreement and election services contract with the contracting authorities of the participating political subdivisions listed in Section 1 of this contract.

2.2 The contracting authorities of the political subdivisions listed in Section 1 of this joint election agreement and election services contract are hereby participating in the joint election to be held in Dallas County, Texas on May 14, 2011 pursuant to Chapter 271 of Title 16 of the Texas Election Code and are hereby contracting with the Elections Administrator of Dallas County, Texas to perform the election services set forth herein pursuant to Subchapter D of Chapter 31 of Title 3 of the Texas Election Code.

2.3 DCED agrees to coordinate, supervise and handle all aspects of administering the Joint Election in accordance with the provisions of the Texas Election Code and as outlined in this agreement. Each contracting authority of each participating political subdivision agrees to pay DCED for equipment, supplies, services and administrative costs as outlined in this agreement. DCED will serve as administrator for the election; however, each participating political subdivision remains responsible for the lawful conduct of their respective election.

## 3. LEGAL DOCUMENTS

3.1 Each participating political subdivision will be responsible for preparation, adoption and publication of all required election orders, resolutions, notices and any other pertinent documents required by their respective governing bodies.

3.2 DCED will be responsible for making the submission required by the Federal Voting Rights Act of 1965, as amended, with regard to administration of the Joint Election. A copy of the submission will be furnished to each participating political subdivision. Any other changes which require preclearance by the U.S. Department of Justice will be the responsibility of each participating political subdivision. Preparation of necessary bilingual materials for notices and preparation of the text for the official ballot will also be the responsibility of each participating political subdivision. Each participating political subdivision will provide a copy of their respective election notices and justice submission to DCED.

#### 4. DIRECT RECORD VOTING SYSTEM/OPTICAL SCAN

- 4.1 Each participating political subdivision agrees that voting at the Joint Election will be by use of a direct record and optical scan voting system approved by the Secretary of State in accordance with the Texas Election Code. DCED will be responsible for the preparation of programs and the testing of the direct record system and optical scan system used for tabulating the ballots. Testing of the direct record equipment will be conducted at the Elections Department, 2377 N. Stemmons Frwy, Suite 820, Dallas beginning Thursday, April 28, 2011 at 10:00 am and testing of the optical scan equipment will be conducted at the Election Equipment Warehouse, 1506 East Langdon Road, Hutchins beginning Thursday, May 12, 2011 at 10:00 am, and before ballots are tabulated at the scheduled polling locations listed in Section 13 of this contract and Attachment "B" by the presiding judges. At least 48 hours before the date and hour of the first testing of each type of equipment, DCED shall publish a newspaper notice of the date, hour, and place of the testing. DCED agrees to establish ten (10) regional sites and a central counting station to receive and tabulate the voted ballots and provisional ballots as outlined in Section 9 of this agreement.
- 4.2 DCED agrees to provide direct record tabulators, precinct tabulators, and voting booths for the Joint Election. The Gemini voting booth allocation will be based on providing one (1) Gemini for each 300 registered voters in each election precinct unit, not to exceed six (6) Gemini voting booths in any given precinct unit, one (1) Americans with Disabilities Act (ADA) Terminal per location, one (1) precinct tabulator in any given precinct unit, and not to exceed at any given time eight (8) iVotronics and two (2) Master PEB's per early voting location.
- 4.3 It is estimated that 1,540 geminis, 372 precinct tabulators, 312 iVotronics, 424 ADA Terminals, and 424 Master PEB's will be needed to conduct the May 14, 2011 Joint Election. The cost of the direct record voting system for the election will be determined by multiplying the total number of iVotronics by \$250.00 each, ADA Terminals by \$300.00 each, and Master PEB's at no cost each. The cost for the use of the gemini voting booths will be \$35.00 each. The cost for the use of the precinct tabulators will be \$468.00 each (See Attachment "A"). It is agreed by all of the participating political subdivisions that ADA voting terminals will be used during the Joint Election in accordance with the Help America Vote Act of 2002 (HAVA), and that the said terminals will be part of the Joint Election Agreement.

#### 5. VOTING LOCATIONS

- 5.1 DCED will select and arrange for the use of and payment for all voting locations, subject to the approval of each participating political subdivision. Voting locations will be, whenever possible, the usual voting locations for the precincts. Voting precincts may be combined by mutual agreement between the participating authorities. The proposed voting locations are listed in Attachment "B" of this agreement. In the event a voting location is not available, DCED will arrange for use of an alternate location with the approval of each

participating political subdivision affected by the change. DCED will be responsible for submitting any polling location changes to the Department of Justice for pre-clearance. DCED will notify each participating political subdivision of any changes from the locations listed in Attachment "B".

5.2 DCED will send each participating political subdivision a final version of Attachment "B", as amended which reflects the actual locations to be used on the day of the election. DCED will send a written notice by U.S. Mail to any registered voter whose precinct polling place location has changed since the preceding election ordered by each political subdivision.

## 6. ELECTION JUDGES, CLERKS AND OTHER ELECTION PERSONNEL

6.1 DCED will be responsible for the appointment of the presiding judge and alternate for each polling location subject to the approval of each participating political subdivision. DCED shall arrange for the training and compensation of all presiding judges and clerks. The proposed election judges are listed in Attachment "C" of this agreement. If a person is unable or unwilling to serve, DCED will name a judge for the precinct and notify each participating political subdivision affected by the change. DCED shall request the Dallas County Human Resource Department to conduct a criminal background check of election officials, staff, and temporary workers who are hired to work in this election.

6.2 In compliance with the Federal Voting Rights Act of 1965, as amended, precincts containing more than 5% Hispanic population, according to the 2000 census statistics, are required to have interpreter assistance. If a presiding judge of such a precinct is not bilingual and is unable to hire a bilingual clerk, DCED may recommend an individual to provide interpreter assistance. If DCED is unable to recommend an individual to provide interpreter assistance for such a precinct, DCED shall notify the participating political subdivision which shall then be responsible for recommending an individual to provide interpreter assistance for such a precinct. In the event that a bilingual clerk is hired by DCED for a precinct required to have interpreter assistance, the bilingual clerk shall be paid according to a rate set by DCED. DCED shall then charge that expense to the funds deposited with the Dallas County Treasurer for the conduct of the elections listed in Section 1 of this joint election agreement and election services contract. A participating political subdivision may pay a greater amount of money to a bilingual clerk than the rate set by DCED, however that expense shall be borne by that participating political subdivision individually and that expense shall not be charged to the funds deposited with the Dallas County Treasurer for the conduct of the elections listed in Section 1 of this agreement.

6.3 DCED is responsible for notifying all election judges of the eligibility requirements of Subchapter C of Chapter 32 of Title 3 the Texas Election Code and Section 271.005 of Chapter 271 of Title 16 of the Texas Election Code, and will take the necessary steps to insure that all election judges appointed for the Joint Election are eligible and qualified to serve. The presiding judge, with assistance from DCED, will be responsible for insuring the eligibility of each appointed clerk including an interpreter hired to assist the judge in the conduct of the election.

- 6.4 If a participating political subdivision recommends a person not listed in Attachment "C", and that recommendation conflicts with the recommendation from any of the other entities involved in the election in that precinct, DCED will conduct a drawing by lot from the recommendations to determine the election judge. Once a person has been notified of his/her selection as election judge, no changes may be made by any of the participating authorities.
- 6.5 DCED will send each of the joint participating political subdivisions an updated version of Attachment "C" which reflects the names of judges who were sent the letter requesting service for this election. A final version for Attachment "C" which reflects the name of the judges who actually presided on the day of the election will be sent to each participating political subdivision.
- 6.6 DCED will hold two (2) public schools of instruction on the use of optical scan card voting equipment, ADA terminals and election laws on Saturday, May 7, 2011 from 10am - 12pm, and Thursday, May 12, 2011, from 7pm -9pm in the Central Jury Room, Frank Crowley Courthouse, 133 N. Industrial Blvd, Dallas, Texas 75207. No election judge will be appointed unless he/she has attended an election judge training session taught by DCED in the past eighteen (18) months and on the optical scan and direct record systems. However, participating entities have requested that judges appointed for the Joint Election should attend one of the two scheduled training sessions.
- 6.7 The election judges are responsible for picking up election supplies at the time and place determined by DCED (which will be set forth in the election judge letter requesting service for this election). Each election judge will receive \$9.00 per hour and each clerk will receive \$8.00 per hour (for a maximum of 14 hours). The election judge will receive an additional \$25.00 for picking up the election supplies prior to Election Day and for delivering election returns and supplies to their designated regional drop off site.
- 6.8 DCED 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 agreed to by the participating authorities as outlined in Attachment "A". Part-time personnel working in support of the central counting station and regional sites on election night will receive pay for at least four hours, minimum call for service, regardless of the actual hours worked. (Attachment F)
7. SUPPLIES AND PRINTING
- 7.1 DCED will arrange for all election supplies and election printing, including, but not limited to, all forms, signs and other materials used by the election judges at the voting locations.
- 7.2 DCED will provide maps, if necessary, instructions and other information needed to enable the election judges to conduct a proper election.

7.3 Each participating political subdivision shall furnish to DCED a list of candidates and/or propositions showing the order and the exact manner in which their candidate names and/or proposition(s) in both English and Spanish as they are to appear on the official ballot. The list will be delivered to DCED as soon as possible after ballot positions have been determined by each of the participating authorities. Each participating political subdivision will be responsible for proofreading and approving the ballot in so far as it pertains to that authority's candidates and/or propositions.

8. OPTICAL SCAN CARD BALLOTS

8.1 The ballot allocation for this election is based on providing enough ballots in every reporting precinct to handle the same turnout as in comparable elections plus thirty-five percent 35% of that number, for an original allocation of no less than 25% of the registered voters.

8.2 Ballot allocation for the Local Option Election will be done in accordance with Chapter 501.104 of the Texas Election Code.

8.3 Approximately 5,000 additional ballots will be available for Early Voting by Mail and for use on Election Day to respond to any precinct requesting additional ballots.

9. RETURNS OF ELECTIONS

9.1 DCED will be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this agreement.

9.2 The participating authorities hereby, in accordance with Section 127.002, 127.003 and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Manager - Toni Pippins-Poole  
Dallas County  
Elections Administrator

Tabulating Supervisor - Jana Onyon  
Central Counting Station

Presiding Judge - Deborah Watkins, COD  
Joint Election Rep.

9.3 The manager or her representative will deliver timely cumulative reports of the election results as precincts are tabulated. The manager will be responsible for releasing cumulative totals and precinct returns from the election to the joint participating political subdivisions, candidates, press, and general public by distribution of hard copies or electronic transmittals (where accessible). DCED 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. Any participating political subdivision, upon request, may require release of returns be given only at a specified location other than from the result center. Any participating entity that would like the DCED web-site linked to their web-site, must provide their web-site address to the Central Counting Station Manager.

- 9.4 DCED will prepare the unofficial canvass report after all precincts have been counted, and will deliver 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 10:00 A.M. Friday, May 20, 2011. All participating authorities will be responsible for the official canvass of their respective elections.
- 9.5 DCED will be responsible for conducting the post election manual recount, unless a waiver is given from the Secretary of State in accordance with Section 127.201 of the Texas Election Code. Notification and copies of the recount, if waiver is denied, will be provided to each participating political subdivision and the Secretary of State's Office. Each political subdivision must notify DCED if such a waiver has been granted or denied twenty (20) days before the election.
10. ELECTION EXPENSES
- 10.1 The participating authorities agree to share the costs of administering the May 14, 2011 Joint Election. A general supervisory fee not to exceed 10% of the total cost of the election shall be assessed as authorized by the Texas Election Code, Sec. 31.100. Allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared according to a formula which is based on average cost per polling place (unit cost) as determined by adding together the overall expenses and dividing expenses equally among the total number of polling places. Any participating political subdivisions requesting a combination of polling places which exceeds the average cost (Unit Cost), shall be billed directly for any excess expenditures (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, shall be borne by the participating political subdivision making the special request.** Each participating political subdivision agrees that no participating political subdivision shall be billed less than the minimum of one full unit cost. Each stand alone precinct shall be billed to the requesting entity at no less than twenty-five percent of the cost of a full unit (twenty-five percent of \$5,265.70 being \$ 1,316.43 only if being combined with an established polling place. A stand alone precinct is created when two or more entities are located within a precinct and the participating entities are unable to agree upon a common polling place. See Attachment "A".
- 10.2 The expenses for early voting by mail and personal appearance will be paid equally by each participating political subdivision, unless otherwise agreed by the participating authorities and the Dallas County Elections Department.
- 10.3 Final election expenses will be determined within 120 days after the election. DCED will provide each participating political subdivision with a final accounting in writing of all funds deposited into the Joint Election account and an accounting of all payments from the Joint Election account.

10.4 If additional funds are needed, DCED will bill each participating political subdivision in accordance with the expense formula enumerated herein. Any amount remaining will be refunded accordingly to each participating political subdivision.

11. DEPOSIT OF FUNDS

11.1 Each participating political subdivision agrees to deposit with the Dallas County Treasurer's Office, by no later than Friday, March 18, 2011 a sum equal to 50% of the total estimated cost of election expenses to be paid to Dallas County as administrator of the Joint Election, and the remaining 50% is due by April 8, 2011; however, any participating entity may pay the total sum on or before April 8, 2011. Entities being billed for a minimum full unit cost are required to deposit the total sum due no later than Friday, March 18, 2011. Such funds will be placed in a joint election account to be used by the County for paying expenses as outlined in this agreement. No funds will be expended by Dallas County except for supplies and services outlined in this agreement, or except as may be agreed to, in writing, by each participating political subdivision. No adjustments will be made to deposits for partial withdrawals after contract has been signed by all participating authorities.

11.2 The amounts to be deposited are as follows (calculated on the basis of a cost of \$5,265.70 (per polling place):

	<u>March 18</u>	<u>April 8</u>
TOA	\$ 5,265.70	
COBS	\$ 5,704.51	\$ 5,704.50
COC	\$ 7,679.15	\$ 7,679.14
COCH	\$ 5,265.70	
COCKH	\$ 5,265.70	
COCp	\$ 5,265.70	
COD	\$408,530.40	\$408,530.41
CODe	\$ 5,627.77	
CODu	\$ 5,265.70	
COFB	\$ 5,265.70	
COG	\$ 37,956.91	\$ 37,956.90
COGP	\$ 14,129.62	\$ 14,129.63
COH	\$ 5,265.70	
COI	\$ 11,277.37	\$ 11,277.37
COL	\$ 9,653.78	
COM	\$ 16,894.12	\$ 16,894.11
COR	\$ 21,062.79	\$ 21,062.79
CORw	\$ 6,582.13	\$ 6,582.12
COS	\$ 5,265.70	
COSe	\$ 5,265.70	
TOS	\$ 5,265.70	
COW	\$ 5,265.70	
DCSB	\$155,952.43	\$155,952.42
CFBISD	\$ 12,154.99	\$ 12,154.98
CHISD	\$ 7,635.26	
CPISD	\$ 5,265.70	
DeISD	\$ 6,143.32	\$ 6,143.31
DISD	\$ 80,521.30	\$ 80,521.30

	<u>March 18</u>	<u>April 8</u>
DUISD	\$ 7,328.10	\$ 7,328.09
GISD	\$ 41,906.18	\$ 41,906.18
GPISD	\$ 15,138.88	\$ 15,138.88
HPISD	\$ 5,265.70	
IISD	\$ 13,471.41	\$ 13,471.41
LISD	\$ 9,653.78	
MISD	\$ 23,476.24	\$ 23,476.23
RISD	\$ 58,770.76	\$ 58,770.76
SuISD	\$ 5,910.50	\$ 5,910.49
Total deposit	<u>\$2,002,206.80</u>	

Deposits should be delivered within the mandatory time frame to:

Joe Wells  
Dallas County Treasurer  
303 Records Building  
509 Main Street  
Dallas, Texas 75202

12. RECORDS OF THE ELECTION

- 12.1 Toni Pippins-Poole, County Elections Administrator, is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.
- 12.2 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. DCED shall 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, 5<sup>th</sup> Floor, Dallas, Texas.
- 12.3 Pursuant to Section 66.058 of the Texas Election Code, DCED will retain the election records for 60 days after the date of the election. 60 days after the date of the election, DCED will make arrangements to deliver the Joint Election records to Dallas County Record Storage. The Joint Election records will then become the responsibility of Dallas County Record Storage for the remainder of the 22 month preservation period. Dallas County Record Storage will be responsible for the destruction of the Joint Election records after the preservation period.

13. EARLY VOTING

- 13.1 Toni Pippins-Poole, County Elections Administrator, is appointed the early voting clerk for all of the participating political subdivisions in compliance with Sections 271.006 of the Texas Election Code. Other deputy early voting judges/clerks will be appointed, subject to the approval of the contracting authorities of the participating political subdivisions, as needed to process early voting mail and to conduct early voting at the main location and branch locations. 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 entities involved in the election in that precinct, DCED 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/her selection as deputy early voting judge/clerk, no changes may be made by any of the participating authorities. The recommended deputy early voting judges/clerks for the main and branch early voting locations are listed in Attachment "D".
- 13.2 Early voting by personal appearance will be conducted at the main and branch locations on weekdays beginning Monday, May 2, 2011 and continuing through Friday, May 6, 2011 between 8:00 A.M. and 5:00 P.M.; Saturday, May 7, 2011 between 8:00 A.M. and 5:00 P.M.; Sunday, May 8, 2011, between 1:00 P.M. and 6:00 P.M.; Monday, May 9, 2011 and continuing through Tuesday, May 10, 2011 between 7:00 A.M. and 7:00 P.M.

Any qualified voter for the Joint Election may vote early by personal appearance at either the main early voting location, branch locations, or temporary branch locations.

**MAIN EARLY VOTING POLLING PLACE:**

DALLAS COUNTY RECORDS BUILDING  
509 Main Street  
Dallas 75202

**BRANCH EARLY VOTING POLLING PLACES:**

ADDISON FIRE STATION  
4798 AIRPORT PKWY  
ADDISON, TEXAS 75240

BALCH SPRINGS CITY HALL  
3117 HICKORY TREE RD  
BALCH SPRINGS, TEXAS 75180

CEDAR HILL GOVT. CENTER  
285 UPTOWN BLVD  
CEDAR HILL, TEXAS 75104

COCKRELL HILL CITY HALL  
4125 W. CLARENDON  
DALLAS, TEXAS 75211

CROSSWINDS HIGH SCHOOL  
1100 N CARRIER PKWY  
GRAND PRAIRIE, TEXAS 75050

DALLAS ISD ADMINISTRATION BLDG  
3700 ROSS AVE.  
DALLAS, TEXAS 75204

DUNCANVILLE LIBRARY  
201 JAMES COLLINS  
DUNCANVILLE, TEXAS 75116

AUDELIA ROAD LIBRARY  
10045 AUDELIA ROAD  
DALLAS, TEXAS 75238

CARROLLTON-FARMERS BRANCH ISD Admin. Bldg.  
1445 N. PERRY  
CARROLLTON, TEXAS 75006

CHURCHILL RECREATION CENTER  
(CLOSING FOR REMODEL on 03/28/11)

COPPELL TOWN CENTER  
255 W. PARKWAY BLVD.  
COPPELL, TEXAS 75019

DALLAS CITY HALL  
150 MARILLA STREET  
DALLAS, TEXAS 75204

DESOTO TOWN CENTER LIBRARY  
211 E PLEASANT RUN RD  
DESOTO, TEXAS 75115

FARMERS BRANCH CITY HALL  
13000 WILLIAM DODSON  
FARMERS BRANCH, TEXAS 75234

**BRANCH EARLY VOTING POLLING PLACES CONTINUED:**

FRANKFORD TOWN HOMES 18110 MARSH LANE DALLAS, TEXAS 75287	FRETZ PARK RECREATION CENTER (PENDING CLOSURE)
GARLAND CITY HALL 200 N. FIFTH ST. GARLAND, TEXAS 75040	GISD STUDENT SERVICE CENTER 720 STADIUM DR GARLAND, TEXAS 75040
GARNER ELEMENTARY 145 POLO ROAD GRAND PRAIRIE, TEXAS 75052	GRAUWYLER RECREATION CENTER 7780 HARRY HINES BLVD DALLAS, TEXAS 75235
HARRY STONE RECREATION CENTER 2403 MILLMAR DR. DALLAS, TEXAS 75228	HEBRON AND JOSEY LIBRARY 4220 N JOSEY LANE CARROLLTON, TEXAS 75010
HIGHLAND HILLS LIBRARY 3624 SIMPSON STUART DALLAS, TEXAS 75241	HUTCHINS CITY HALL 321 N. MAIN ST. HUTCHINS, TEXAS 75141
IRVING ARTS CENTER 3333 N. MACARTHUR BLVD. IRVING, TEXAS 75062	IRVING CITY HALL 825 W. IRVING BLVD. IRVING, TEXAS 75060
JOSEY RANCH LIBRARY 1700 KELLER SPRINGS CARROLLTON, TEXAS 75006	LAKESIDE ACTIVITY CENTER 101 HOLLEY PARK DRIVE MESQUITE, TEXAS 75149
LANCASTER LIBRARY 1600 VETERANS MEMORIAL PKWY LANCASTER, TEXAS 75134	MARSH LANE BAPTIST CHURCH 10716 MARSH LANE DALLAS, TEXAS 75229
MARTIN LUTHER KING CORE BLDG 2922 MLK BLVD. DALLAS, TEXAS 75215	MARTIN WEISS RECREATION CENTER 1111 MARTINDELL DALLAS, TEXAS 75211
MOUNTAIN CREEK LIBRARY 6102 MOUNTAIN CREEK PARKWAY DALLAS, TEXAS 75249	OAK CLIFF SUBCOURTHOUSE 410 S. BECKLEY AVE. DALLAS, TEXAS 75203
OUR REDEEMER LUTHERAN CHURCH 7611 PARK LANE DALLAS, TEXAS 75225	PLEASANT OAKS REC CENTER 8701 GREENMOUND DALLAS, TEXAS 75227
RENNER-FRANKFORD LIBRARY 6400 FRANKFORD ROAD DALLAS, TEXAS 75252	REVERCHON RECREATION CENTER 3505 MAPLE AVE DALLAS, TEXAS 75219
RICHARDSON CIVIC CENTER 411 W ARAPAHO RICHARDSON, TEXAS 75080	RICHARDSON ISD ADMINISTRATION BLDG 400 S. GREENVILLE RICHARDSON, TEXAS 75081
ROWLETT CITY HALL ANNEX 4004 MAIN STREET ROWLETT, TEXAS 75088	SACHSE CITY HALL 3815-B SACHSE ROAD SACHSE, TEXAS 75048
SEAGOVILLE CITY HALL 702 N HWY 175 SEAGOVILLE, TEXAS 75159	SOUTH OAK CLIFF HIGH SCHOOL 3601 S. MARSALIS DALLAS, TEXAS 75216
ST LUKE COMMUNITY LIFE CENTER 6211 EAST GRAND AVE DALLAS, TEXAS 75223	SUNNYVALE TOWN HALL 127 N COLLINS RD SUNNYVALE, TEXAS 75182
VALLEY RANCH LIBRARY 401 CIMMARON TRAIL IRVING, TEXAS 75063	VETERANS MEDICAL CENTER (MAIN LOBBY) 4500 S LANCASTER DALLAS, TEXAS 75216
WEST DALLAS MULTIPURPOSE CENTER 2828 FISHTRAP DALLAS, TEXAS 75212	WILMER COMMUNITY CENTER 101 DAVIDSON PLAZA WILMER, TEXAS 75172

TEMPORARY BRANCH EARLY VOTING LOCATIONS, DATES AND TIMES:

Monday, May 2, 2011 through Friday, May 6, 2011 8:00 am - 4:30pm  
HPISD Administration Building 7015 Westchester Highland Park, TX 75205

Tuesday, May 3, 2011 4:00 pm - 9:00 pm  
Richardson High School 1250 W. Beltline Rd. Richardson, TX 75080

TEMPORARY BRANCH EARLY VOTING LOCATIONS, DATES AND TIMES continued:

Tuesday, May 3, 2011 6:00 pm - 9:00 pm  
Sunnyvale Elementary School 417 E. Tripp Rd. Sunnyvale, TX 75182

Thursday, May 5, 2011 4:00 pm - 9:00 pm  
JJ Pearce High School 1600 N. Coit Rd Richardson, TX 75080

Friday, May 6, 2011 6:00 pm - 9:00 pm  
Sunnyvale Elementary School 417 E. Tripp Rd. Sunnyvale, TX 75182

Monday, May 9, 2011 through Tuesday, May 10, 2011 7:00 am - 7:00pm  
HPISD Administration Building 7015 Westchester Highland Park, TX 75205

Monday, May 9, 2011 4:00 pm - 9:00 pm  
L.V. Berkner High School 1600 E. Spring Valley Rd. Richardson, TX 75081

Monday, May 9, 2011 6:00 pm - 9:00 pm  
Sunnyvale Middle School 216 Collins Rd. Sunnyvale, TX 75182

Tuesday, May 10, 2011 4:00 pm - 9:00 pm  
Lake Highlands High School 9449 Church Rd. Dallas, TX 75238

- 13.3 All requests for early voting ballots by mail that are received by participating authorities will 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 will send their voted ballots to the Dallas County Elections Department.
- 13.4 All early voting ballots will be prepared for counting by an Early Voting Ballot Board appointed in accordance with Subchapter A of Chapter 87 of the Texas Election Code. Each participating political subdivision will appoint one member to the board/committee and will notify DCED of the person's name, telephone number and address no later than March 25, 2011. The participating political subdivisions agree to appoint TBD as presiding judge and TBD as alternate judge of the early voting ballot board.
- 13.5 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.

14. ELECTION REPORTS

14.1 DCED will be responsible for ensuring the delivery of the reports titled Early Voting Daily Vote Totals and Daily Early Voter Listing (Alphabetical by precinct) to each participating political subdivision each day of Early Voting for the previous day's voting activity. On the day after the conclusion of Early Voting, a Daily Early Voter Listing by precinct report inclusive of all days of Early Voting is to be delivered to each participating political subdivision. When possible, the Early Voters' reports will be delivered by electronic means via e-mail, facsimile, or website.

15. RUNOFF ELECTION

15.1 In the event a runoff is necessary, the agreement will automatically be extended to cover the runoff, unless a participating political subdivision states in writing before Monday, May 16, 2011 that it does not wish to participate in a joint runoff. DCED will provide each participating political subdivision in the Joint Runoff Election with an estimate of funds to be deposited in a special joint runoff election account. The funds must be deposited no later than five (5) days after the runoff estimate figures are received from DCED.

16. CONTRACT WITHDRAWAL

16.1 Any contracting authority of any participating political subdivision that certifies their election in accordance with Section 2.051, 2.052 and 2.053 of the Texas Election Code, may withdraw from the Joint Election contract. Any expenditure incurred prior to withdrawal shall be billed separately and that participating political subdivision shall be removed from the contract. An addendum to the contract shall be provided to the remaining participating political subdivisions no later than five (5) days after notification of all intents to withdraw have been received in writing by DCED.

17. NOTICE

17.1 Whenever this agreement requires any consent, approval notice, request or demand, it must be in writing to be effective and shall be delivered to the party intended to receive it as shown below:

Address for notice to DCED:  
Toni Pippins-Poole  
Dallas County Elections Administrator  
Elections Department - Eighth Floor  
Health and Human Service Building - 2377 N. Stemmons Frwy  
Dallas, Texas 75207  
(214)819-6300

Addresses for notice to the participating political subdivisions:

**Lea Dunn, (TOA)**  
Town Secretary  
5300 Beltline Road  
Addison, Texas 75240  
(972) 450-7017

**Cindy Gross, (COBS)**  
City Secretary  
3117 Hickory Tree Rd.  
Balch Springs, Texas 75180  
(972)557-6066

**Ashley Mitchell, (COC)**  
City Secretary  
1945 N. Jackson St.  
Carrollton, Texas 75006  
(972) 466-3021

**Lyn Hill, (COCdH)**  
City Secretary  
285 Uptown Blvd. Bldg. 100 4th  
Cedar Hill, Texas 75104  
(972) 291-5100 ext. 1018

**Brett Haney, (COCKH)**  
Chief Operating Officer  
4125 W. Clarendon Dr.  
Dallas, Texas 75211  
(214) 330-6333

**Christel Pettinos, (COCp)**  
City Secretary  
255 Parkway Blvd  
Coppell, Texas 75019  
(972) 304-3670

**Deborah Watkins, (COD)**  
City Secretary  
1500 Marilla St., 5 DS  
Dallas, Texas 75202  
(214) 670-5657

**Cindee Peters, (COFB)**  
City Secretary  
13000 William Dodson Pkwy  
Farmers Branch, Texas 75234  
(972) 919-2503

**Janis Daniels, (COH)**  
City Secretary  
321 N. Main Street  
Hutchins, Texas 75141  
(972) 225-6121

**Sonja Land, (COM)**  
City Secretary  
1515 N. Galloway  
Mesquite, Texas 75149  
(972) 216-6401

**Terry Smith, (COS)**  
City Secretary  
3815-B Sachse Rd  
Sachse, Texas 75048  
(972) 495-1212 ext. 23

**Alice Holloway, (COW)**  
City Secretary  
128 N. Dallas Ave  
Wilmer, Texas 75172  
(972) 441-6373

**Kim Lewis, (CHISD)**  
Chief Operating Officer  
285 Uptown Blvd. Bldg. 300  
Cedar Hill, Texas 75104  
(972) 291-1581 ext. 4023

**Ron Cagle, (DeISD)**  
Assistant Superintendent  
200 E. Beltline Road  
DeSoto, Texas 75115  
(972) 223-6666 ext.234

**Mike, Wallace, (GPISD)**  
Director of Purchasing  
2602 S. Beltline Rd  
Grand Prairie, Texas 75052  
(972) 237-5592

**Fran Allen, (LISD)**  
Asst. to Superintendent  
422 S. Centre Ave  
Lancaster, Texas 75146  
(972) 218-1400

**Doug Williams, (SISD)**  
Supt. of Schools  
417 E. Tripp Rd  
Sunnyvale, Texas 75182  
(972) 226-5974

**Laura Hallmark, (CODE)**  
City Secretary  
211 E. Pleasant Run Rd, Ste A  
DeSoto, Texas 75115  
(972) 230-9664

**Mary Kayser, (COG)**  
City Secretary  
200 N. Fifth St.  
Garland, Texas 75040  
(972) 205-2404

**Shanae Jennings, (COI)**  
Acting City Secretary  
825 W. Irving Blvd  
Irving, Texas 75060  
(972) 721-2605

**Pamela Schmidt, (COR)**  
City Secretary  
411 Arapaho  
Richardson, Texas 75080  
(972) 744-4290

**Sheila Martin, (COSe)**  
City Secretary  
702 N. Hwy 175  
Seagoville, Texas 75159  
(972) 287-2050 ext. 123

**Olga Esparza, (DCSB)**  
Secretary to Superintendent  
612 N. Zang  
Dallas, Texas 75208  
(214) 944-4525

**Kay Ryon, (CpISD)**  
Secretary to Superintendent  
200 S. Denton Tap Road  
Coppell, Texas 75019  
(214) 496-8002

**Jennifer Wilson, (DUISD)**  
Chief Financial Officer  
802 S. Main  
Duncanville, Texas 75137  
(972) 708-2029

**Nora Gonzalez, (IISD)**  
Secretary to Special Asst.  
to Superintendent  
2621 West Airport Frwy  
Irving, Texas 75062-6020  
(972) 600-5005

**Michael Coffey, (MISD)**  
Assistant Superintendent  
Administrative Services  
405 East Davis  
Mesquite, Texas 75149  
(972) 882-7313

**Dara Crabtree, (CODU)**  
City Secretary  
203 E. Wheatland Road  
Duncanville, Texas 75116  
(972) 780-5017

**Cathy DiMaggio (COGP)**  
City Secretary  
317 W. College  
Grand Prairie, Texas 75050  
(972) 237-8039

**Dolle Downe, (COL)**  
City Secretary  
211 N. Henry St.  
Lancaster, Texas 75134  
~~(972) 721-2605~~ (972) 218-1311

**Susie Quinn, (CORw)**  
City Secretary  
4000 Main Street  
Rowlett, Texas 75088  
(972) 412-6109

**Kathryn Dewey, (TOS)**  
City Secretary  
127 Collins Road  
Sunnyvale, Texas 75182  
(972) 226-7177

**Mark Hyatt, (CFBISD)**  
Asst. Supt. of Support Svcs  
1445 N. Perry Rd  
Carrollton, Texas 75006  
(972) 968-6104

**Deno Harris, (DISD)**  
Director of Board Services  
3700 Ross Ave., Box 1  
Dallas, Texas 75204  
(972) 925-3720

**Dr. Rene Barajas, (GISD)**  
Assistant Superintendent  
for Business Operations  
501 S. Jupiter  
Garland, Texas 75042  
(972) 487-3101

**L. Ben Coker, (HPISD)**  
Superintendent  
7015 Westchester Drive  
Dallas, Texas 75205  
(214) 780-3016

**Judy Whitenton, (RISD)**  
Exec Asst. to Asst. Supt  
Of Finance  
400 S. Greenville Ave.  
Richardson, Texas 75080  
(469) 593-0331

18. LIABILITY FOR NEGLIGENCE.

All parties 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 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 Contract caused by the joint or comparative negligence of the parties, or their employees, agents or officers shall be determined in accordance with comparative responsibility laws of Texas, but only to the extent such laws are applicable to the party.

19. VENUE

Venue for any cause of action, injunction, or petition for extraordinary relief arising out of the performance of this contract shall lie exclusively in Dallas County, Texas.

20. SEVERABILITY

If any provision of this joint election contract and election services agreement is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions shall continue and be given effect as if the illegal or invalid provisions had never been incorporated.

21. ENTIRE CONTRACT

This joint election contract and election services agreement, including all Exhibits and attachments, constitutes the entire Contract between the parties and supersedes any other Contract concerning the subject matter of this transaction, whether oral or written.

22. ORDER OF PRECEDENCE

In the event of any inconsistency between the provisions of this joint election contract and election services agreement and any incorporated documents as described herein, all parties agree that the provisions of this Contract shall take precedence.

23. SIGNATORY WARRANTY

The Elections Administrator of Dallas County, Texas and all of the contracting authorities of all of the participating political subdivisions listed in Section 1 of this joint election contract and election services agreement represent that each has the full right, power and authority to enter and perform this Contract in accordance with all of the terms and conditions, and that the execution and delivery of this Contract has been made by authorized representatives of the parties to validly and legally bind the parties to all terms, performances and provisions set forth in this Contract.

MAY 14, 2011 ESTIMATED ELECTION COST AUDIT

Poll Location Info

Location Splits	Total	COL
Split by 1	94.00	0
Split by 2	296.00	3
Split by 3	336.00	1
Split by 4	64.00	0
Split by 5	10.00	0
Split by 6	0.00	
Split by 7	0.00	
<b>Total Splits</b>	<b>800.00</b>	<b>4</b>
<b>Total Units</b>	<b>372.00</b>	<b>1.83</b>
<b>Cost per Poll</b>	<b>\$4,787.00</b>	<b>\$4,787.00</b>
<b>Total Cost</b>	<b>\$1,804,776.10</b>	<b>\$8,776.16</b>
<b>% of Units</b>	<b>100%</b>	<b>0.49%</b>

	Total	COL
<b>Election Total</b>	<b>\$1,780,763.33</b>	<b>\$8,776.16</b>
<b>Election Services Fee</b>	<b>\$180,470.83</b>	<b>\$877.62</b>
<b>Total Cost</b>	<b>\$1,961,234.16</b>	<b>\$9,653.78</b>
<b>Amount of Deposit (deposits as of 6/1/2009)</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Exceptional Cost</b>	<b>\$17,027.82</b>	
<b>Total Cost</b>	<b>\$1,978,261.78</b>	
<b>(Overpaid)/Underpaid</b>	<b>\$2,002,206.80</b>	<b>\$9,653.78</b>

\$4,826.89

MAY 14, 2011 ESTIMATED ELECTION COST AUDIT

Exp Code	Early Voting	Units	Cost Per Unit	Estimated	COL
<b>POSTAGE</b>					
2170	EV Ballots Mailed	5,000	\$2.82	\$14,100.00	\$69.49
2170	Bad/Late Letters	Rejected/Incomplete mail	\$0.97	\$72.75	\$0.36
2180	Polling location Change	Early Voting Location Change		\$0.00	\$0.00
5590	Election Related Correspondence	Translation/Press Release Legal Notice		\$20,300.00	\$100.04
<b>EQUIPMENT RENTAL</b>					
7040	Voting Booths (7p/loc.)	52(Provisional Usage)	\$35.00	\$1,820.00	\$8.97
7040	Touch Screen/Votronics(8p/loc.)	312	\$250.00	\$78,000.00	\$384.41
7040	PEB/Activators	104	\$10.00	\$1,040.00	\$5.13
7040	ADA Voter Terminals	52	\$300.00	\$15,600.00	\$76.88
7040	Communication Pack	52	\$50.00	\$2,600.00	\$12.81
7030	Furniture Rental	various EV locations		\$3,800.00	\$18.73
7040	Computer Rental (County)	104	\$400.00	\$41,600.00	\$205.02
7040	Provisional Ballot Bags	104	\$5.00	\$520.00	\$2.56
7050	Van Rental/Car Rental	6 vehicles tech and route usage and 3 Trucks for Delivery of Equipment		\$4,100.00	\$20.21
7213	Cellular Phones	6 Tech phones/ Air Cards		\$1,800.00	\$8.87
7211	Telephones	various EV locations		\$575.00	\$2.83
<b>RENTAL BUILDINGS</b>					
7010	Custodial Charges	Our Redeemer, Dallas Park & Rec., DISD, Nortway Baptist Church, SL Luke United Methodist Church.....		\$17,000.00	\$83.78
<b>PERSONNEL</b>					
1050	Elections Overtime	8 people @ 9 days @ \$22p/h @ various hrs		\$5,600.00	\$27.60
1050	Warehouse Overtime	7 people @ various hrs @ \$24 p/h		\$6,500.00	\$32.03
1050	Security-Branch Locations	4 people @ various hrs @ \$25p/h		\$1,500.00	\$7.39
7010	Security-City of Dallas/Irving	people @ various hrs, @ \$30p/h		\$2,200.00	\$10.84
1050	Election Department Temporary	2 people @ various payrates overtime		\$750.00	\$3.70
1060	Election Department Temporary	2 people @ various payrates		\$1,800.00	\$8.88
1060	Canvass Committee	24 people @ various payrates	Includes Signature Verification	\$15,000.00	\$73.92
1060	Judges	52 judges @ \$1,193.56ea	Includes Training	\$62,065.12	\$305.88
1060	Clerks	260 clerks @ \$622.68ea	Includes Training	\$161,896.80	\$797.88
1050	Mail Supervisor	1 person @ various hrs @ 15.20p/h		\$1,000.00	\$4.93
1060	Mail Workers/PA Workers	10 People @ 30days @ various Rates	includes regular time	\$19,500.00	\$96.00
1050	Warehouse Temporaries	4 people @ 13.05 @ various hrs overtime		\$2,500.00	\$12.32
1060	Warehouse Temporaries	5 people @ 8.70 @ various hrs		\$12,500.00	\$61.60
1060	Supervisors/Ballot Board	2 people @ 12days @ 10hrs @ various payrates		\$1,200.00	\$5.90
1060	Branch Runners	52 locations @ 1 day @ \$25.00		\$1,300.00	\$6.41
1060	Branch Technicians	5 people @ various payrates		\$1,800.00	\$8.15
1111	Social Security Chargeback	x 6.2%		\$15,957.82	\$78.65
1113	PARS	x 1.3%		\$3,432.46	\$16.92
1112	Medicare	x 1.45%		\$3,732.04	\$18.39
1150	Retirement Charge Back	x 8.5%		\$1,402.50	\$6.91
5590	Temporary Service	Bilingual Clerk		\$1,500.00	\$7.39
5590	Temporary Service	All Temps Personnel		\$2,650.00	\$13.06
<b>SUPPLY EXPENSE</b>					
2180	Ballot Cards	8,000	0.0800	\$640.00	\$3.15
2180	Test Ballots				\$0.00
2180	Sample Ballot	2800 SMALL 104 LARGE	1.20/75	\$3,438.00	\$18.94
2180	Provisional Ballots	164,320	\$0.08	\$13,145.60	\$64.79
2180	Mail ballot kit	5,000	\$2.00	\$10,000.00	\$49.28
2160	Voted Stamps	245	\$0.95	\$428.40	\$2.11
2180	Personal Appearance Application	77,000	\$0.08	\$6,160.00	\$30.36
2180	Judge Kits	52	\$55.00	\$2,860.00	\$14.09
2880	Supplies/Office Depot/Budget Copy/Ricoh			\$5,400.00	\$26.61

MAY 14, 2011 ESTIMATED ELECTION COST AUDIT

SERVICE EXPENSE					
5590	ES& S Support/Consulting			\$80,325.00	\$395.87
5590	ES& S ADA Wave Card Programming			\$10,000.00	\$49.28
5590	Web Site/NTCOG	7	\$95.00	\$665.00	\$3.28
PREPARATION AND TRANSPORTATION OF VOTING EQUIPMENT					
2910	Early Voting Equipment Delivery and Pickup	52	\$45.00	\$2,340.00	\$11.53
MILEAGE					
3095	Mileage for Runners/Gas	Tech Cars and Trucks		\$400.00	\$1.97
1080	Warehouse /Elections Mileage	500	\$0.585	\$292.50	\$1.44
	Early Voting Total			\$874,810.89	\$3,325.68

MAY 14, 2011 ESTIMATED ELECTION COST AUDIT

Exp Code	Election Day	Units	Cost Per Unit	Estimated	COM
<b>EQUIPMENT RENTAL</b>					
7040	Precinct Counter (1p/loc.)	372	\$468.00	\$174,096.00	\$858.00
7040	Voting Booths (4p/loc.)	1,488	\$35.00	\$52,080.00	\$207.38
7040	ADA Voter Terminals	372	\$300.00	\$111,600.00	\$550.00
7040	PEB/Activators	372	\$10.00	\$3,720.00	\$18.33
7040	Laptop	372	\$75.00	\$27,900.00	\$137.50
7040	Communication Pack		\$50.00	N/A	\$0.00
7030	Furniture Rental	Central Count Station/Various Polling Loc.		\$4,150.00	\$20.45
7040	Provisional Bags	372	\$5.00	\$1,860.00	\$9.17
7050	Truck Rental/Van Rental	Runners /Regional Sites		\$4,500.00	\$22.18
7211	Phones for Judges			\$0.00	\$0.00
7211	Phones for Warehouse	25 lines			\$0.00
7213	Phone Lines/Bulletin Board	ElectionCell phones for Tech's and department	Drake communications	\$1,800.00	\$8.87
<b>RENTAL BUILDINGS</b>					
7010	Location Rental	various polling locations		\$21,500.00	\$105.96
7010	Custodial Charges	various polling locations		\$87,700.00	\$432.21
<b>PERSONNEL</b>					
1020	Judges	372 Includes 2 hrs of pollbook stamping	\$169.00	\$62,868.00	\$309.83
1020	Clerks	1,512	\$112.00	\$169,344.00	\$834.58
1020	Emergency Personnel	15 @ various hrs. Includes Regular Techs/Phone Bank		\$4,200.00	\$20.70
1020	Emergency Response Personnel			\$11,900.00	\$58.65
1020	Regional Site Support (10 reg. sites)	Election night & Supply Pickup		\$11,500.00	\$56.68
1020	Traffic Control officers (10 reg. Sites)	Election night & Supply Pickup		\$6,900.00	\$34.01
1020	Central Counts	Election Night/Preparation		\$1,500.00	\$7.39
1050	Security/Central Count	3 people @ 8 hrs @ various rates	NDGC/HHS	\$500.00	\$2.46
1050	County Employee/CCS/Response Te	30 people @ various hrs @various rates	Supply Handout/Trucks/ Regional Site	\$5,800.00	\$28.58
1050	Election Department O/T	22 people @ \$22p/h @ various hrs		\$7,700.00	\$37.95
1050	Sheriff's Deputies	33 deputies @ \$660.98ea		\$21,900.00	\$107.93
1050	Warehouse O/T	8 people @ various hours @ \$24 p/h		\$8,600.00	\$42.38
1060	Election Dept. Temporaries	2 people @ various payrates		\$1,500.00	\$7.39
1060	Warehouse Temporaries	11 people @ various hrs @ \$8.45p/h		\$2,500.00	\$12.32
1111	Social Security Chargeback	x 6.2%		\$2,920.97	\$14.40
1112	Medicare	x 1.45%		\$683.13	\$3.37
1150	Retirement Charge Back	x 9.4%		\$3,715.55	\$18.31
5590	Temporary Service	All Temps Personnel	Regional Site/Election Day Phone bank	\$3,500.00	\$17.25
5590	Temporary Service	Bilingual Clerk		\$1,800.00	\$8.87
<b>MILEAGE</b>					
1080	Warehouse Mleage	250	\$0.585	\$146.25	\$0.72
1080	Mileage for Deputies	4,886	\$0.585	\$3,802.50	\$18.74
3095	Mileage for Runners/Gas	Tech Cars and Trucks		\$0.00	\$0.00
<b>SERVICE EXPENSE</b>					
5590	ES& S Support/Consulting			\$28,350.00	\$294.98
5590	Web Site/NTCOG	2 hrs election support	\$95.00		\$0.94
2013	Legal Notice	Newspaper listing of Polling Locations		\$3,000.00	\$14.78
2170	Federal Express	Joint Justice Submission		\$200.00	\$0.99
<b>POSTAGE</b>					
2180	Election Judges Letters(+Alt)	1,000	Flat rate	\$695.00	\$3.43
2180	EJ Reply Card/(+Alt)	1,000	Flat rate	\$144.02	\$0.71
2180	Poll location letters/Alt judge letters		\$0.41		\$0.00
2180	Polling location Change			\$10,000.00	\$49.28
2170	Election Paychecks	1,884	\$0.41	\$772.44	\$3.81
<b>PREPARATION &amp; TRANSPORTATION OF VOTING EQUIPMENT</b>					
2910	Election Day Equipment Delivery and Pickup	Special Deliveries (27)	45.00/ 22.50	\$1,215.00	\$5.99
2910	Election Day Equipment Delivery and Pickup	Extra Booths	8.00 ea	\$144.00	\$0.71
2910	Election Day Equipment Delivery and Pickup	372	\$60.00	\$22,320.00	\$110.00

MAY 14, 2011 ESTIMATED ELECTION COST AUDIT

SUPPLY EXPENSE					
2180	Ballot Cards/Precinct	435,825	0.22000	\$96,775.35	\$476.94
2180	Formats	1,878	\$29.50	\$55,401.00	\$273.03
2880	Supplies			\$3,157.66	\$15.56
2180	Test Ballots	28,170	\$0.2220	\$6,253.74	\$30.82
2180	Ballot & Seal Certificate	884	\$2.95	\$2,607.80	\$12.85
2180	Blank Ballot & Seal Certificate	60	\$2.95	\$177.00	\$0.87
2180	Provisional Ballot Seal	939	\$2.95	\$2,770.05	\$13.65
2180	ADA Ballot & Seal Certificate	372	\$2.95	\$1,097.40	\$5.41
2180	Provisional Ballots	14,085	\$0.0800	\$1,126.80	\$5.55
2180	Sample Ballots	3,756	\$0.0800	\$300.48	\$1.48
2160	Voled Stamps	1,688	\$0.9500	\$1,603.60	\$7.90
2180	Misc. Judge Kit Supplies	372	\$55.00	\$20,460.00	\$100.83
SERVICE EXPENSE					
1080	Parking Fees (election night)				\$0.00
1080	Training Night (parking fee)		\$2.00	\$0.00	\$0.00
7040	Regional Site Computer Setup	10	\$150.00	\$1,500.00	\$7.39
<b>Election Day Total</b>				<b>\$1,084,257.74</b>	<b>\$5,450.48</b>

# 2011 Draft Joint Election Day Locations

## "Attachment B"

Precinct	Location	Address	City	Zip
0001	CULLINS LAKEPOINT SCHOOL	5701 SCENIC DR	ROWLETT	75088
0002	CULLINS LAKEPOINT SCHOOL	5701 SCENIC DR	ROWLETT	75088
0017	SEAGOVILLE CITY HALL	702 N HWY 175	SEAGOVILLE	75159
0024	MITCHELL ELEM SCHOOL	4233 BRIARGROVE	DALLAS	75287
0029	HORN HIGH SCHOOL	3300 EAST CARTWRIGHT RD	MESQUITE	75181
0033	Need Location			
0036	HAGGAR ELEM SCHOOL	17820 CAMPBELL RD	DALLAS	75252
0037	HORN HIGH SCHOOL	3300 EAST CARTWRIGHT RD	MESQUITE	75181
0048	ALDRIDGE ELEM SCHOOL	720 PLEASANT VALLEY	RICHARDSON	75080
0055	ALDRIDGE ELEM SCHOOL	720 PLEASANT VALLEY	RICHARDSON	75080
0073	BENTWOOD TRAIL PRESBYTERIAN CHURCH	6000 BENTWOOD TRAIL	DALLAS	75252
0074	RENNER FRANKFORD LIBRARY	6400 FRANKFORD RD	DALLAS	75252
0078	RICHARDSON POLICE SUBSTATION	2003 RENNER RD	RICHARDSON	75082
0079	RENNER FRANKFORD LIBRARY	6400 FRANKFORD RD	DALLAS	75252
0084	MITCHELL ELEM SCHOOL	4233 BRIARGROVE	DALLAS	75287
0088	BENTWOOD TRAIL PRESBYTERIAN CHURCH	6000 BENTWOOD TRAIL	DALLAS	75252
0094	MILLER ELEM SCHOOL	5651 COVENTRY DRIVE	RICHARDSON	75082
0101	BELT LINE INTERMEDIATE SCHOOL	504 E BELT LINE RD	CEDAR HILL	75104
0104	HAGGAR ELEM SCHOOL	17820 CAMPBELL RD	DALLAS	75252
0110	RICHARDSON POLICE SUBSTATION	2003 RENNER RD	RICHARDSON	75082
0115	BENTWOOD TRAIL PRESBYTERIAN CHURCH	6000 BENTWOOD TRAIL	DALLAS	75252
0125	MILLER ELEM SCHOOL	5651 COVENTRY DRIVE	RICHARDSON	75082
0132	MITCHELL ELEM SCHOOL	4233 BRIARGROVE	DALLAS	75287
0136	HAGGAR ELEM SCHOOL	17820 CAMPBELL RD	DALLAS	75252
0142	RENNER FRANKFORD LIBRARY	6400 FRANKFORD RD	DALLAS	75252
0144	SACHSE CITY HALL	3815-B SACHSE ROAD	SACHSE	75048
0153	SACHSE CITY HALL	3815-B SACHSE ROAD	SACHSE	75048
0164	Need Location			
0170	SACHSE CITY HALL	3815-B SACHSE ROAD	SACHSE	75048
0200	CARROLLTON PUBLIC LIBRARY	4220 N JOSEY LN	CARROLLTON	75010
0203	CARROLLTON PUBLIC LIBRARY	4220 N JOSEY LN	CARROLLTON	75010
0204	ROSEMEADE REC CENTER	1330 ROSEMEADE PKWY	CARROLLTON	75007
0205	THOMPSON ELEM SCHOOL	2915 SCOTT MILL RD	CARROLLTON	75007
0206	ROSEMEADE REC CENTER	1330 ROSEMEADE PKWY	CARROLLTON	75007
0207	FRANKFORD TOWN HOMES	18110 MARSH LANE	DALLAS	75287
0208	CARROLLTON PUBLIC LIBRARY	4220 N JOSEY LN	CARROLLTON	75010
0209	THOMPSON ELEM SCHOOL	2915 SCOTT MILL RD	CARROLLTON	75007
0210	FRANKFORD TOWN HOMES	18110 MARSH LANE	DALLAS	75287
0211	ROSEMEADE REC CENTER	1330 ROSEMEADE PKWY	CARROLLTON	75007
0212	THOMPSON ELEM SCHOOL	2915 SCOTT MILL RD	CARROLLTON	75007
0213	CARROLLTON PUBLIC LIBRARY	4220 N JOSEY LN	CARROLLTON	75010

Precinct	Location	Address	City	Zip
0215	ROSEMEADE REC CENTER	1330 ROSEMEADE PKWY	CARROLLTON	75007
0217	ROSEMEADE REC CENTER	1330 ROSEMEADE PKWY	CARROLLTON	75007
0218	CARROLLTON PUBLIC LIBRARY	4220 N JOSEY LN	CARROLLTON	75010
0220	FRANKFORD TOWN HOMES	18110 MARSH LANE	DALLAS	75287
0221	CARROLLTON PUBLIC LIBRARY	4220 N JOSEY LN	CARROLLTON	75010
0223	FRANKFORD TOWN HOMES	18110 MARSH LANE	DALLAS	75287
0225	ROSEMEADE REC CENTER	1330 ROSEMEADE PKWY	CARROLLTON	75007
0309	COPPELL TOWN CENTER	255 PARKWAY BLVD	COPPELL	75019
1100	DAN D ROGERS ELEM SCHOOL	5314 ABRAMS RD	DALLAS	75214
1101	CAILLET ELEM SCHOOL	3033 MERRELL RD	DALLAS	75229
1102	FIRE STATION # 37 DALLAS	6742 GREENVILLE AVE	DALLAS	75231
1103	CAILLET ELEM SCHOOL	3033 MERRELL RD	DALLAS	75229
1104	VICKERY BAPTIST CHURCH	5814 RIDGECREST RD	DALLAS	75231
1105	CAILLET ELEM SCHOOL	3033 MERRELL RD	DALLAS	75229
1106	MARCUS REC CENTER	3003 NORTHAVEN RD	DALLAS	75229
1107	MARCUS REC CENTER	3003 NORTHAVEN RD	DALLAS	75229
1108	PARK FOREST BRANCH LIBRARY	3421 FOREST LN	DALLAS	75234
1109	THOMAS C MARSH MIDDLE SCHOOL	3838 CROWN SHORE DR	DALLAS	75244
1110	W T WHITE HIGH SCHOOL	4505 RIDGESIDE DR	DALLAS	75244
1111	NATHAN ADAMS ELEM SCHOOL	12600 WELCH RD	DALLAS	75244
1112	DEGOLYER ELEM SCHOOL	3453 FLAIR DR	DALLAS	75229
1113	DEGOLYER ELEM SCHOOL	3453 FLAIR DR	DALLAS	75229
1114	HARRY C WITHERS ELEM SCHOOL	3959 NORTH WEN RD	DALLAS	75229
1115	JOHN CALVIN PRESBY CHURCH	4151 ROYAL LN	DALLAS	75229
1116	JOHN J PERSHING ELEM SCHOOL	5715 READERS LN	DALLAS	75229
1117	L G CIGARROA ELEM SCHOOL	9990 WEBB CHAPEL RD	DALLAS	75220
1118	EDWARD CARY MIDDLE SCHOOL	3978 KILLION DR	DALLAS	75229
1119	WALNUT HILL REC CENTER	10671 MIDWAY RD	DALLAS	75229
1120	HAMILTON PARK PACESETTER	8301 TOWNS ST	DALLAS	75243
1121	FOREST MEADOW JR HIGH SCHOOL	9373 WHITEHURST DR	DALLAS	75243
1122	DAVID G BURNET ELEM SCHOOL	3200 KINKAID DR	DALLAS	75220
1123	NEW MOUNT ZION BAPTIST CHURCH	9530 SHEPERD RD	DALLAS	75243
1124	MOSS HAVEN ELEM SCHOOL	9202 MOSS FARMS LN	DALLAS	75243
1125	DAVID G BURNET ELEM SCHOOL	3200 KINKAID DR	DALLAS	75220
1126	MOSS HAVEN ELEM SCHOOL	9202 MOSS FARMS LN	DALLAS	75243
1127	STEPHEN FOSTER ELEM SCHOOL	3700 CLOVER LN	DALLAS	75220
1128	STEPHEN FOSTER ELEM SCHOOL	3700 CLOVER LN	DALLAS	75220
1129	STEPHEN FOSTER ELEM SCHOOL	3700 CLOVER LN	DALLAS	75220
1130	WALNUT HILL REC CENTER	10011 MIDWAY RD	DALLAS	75229
1131	LOVERS LANE UN METHODIST CHURCH	9200 INWOOD RD	DALLAS	75220
1132	LOVERS LANE UN METHODIST CHURCH	9200 INWOOD RD	DALLAS	75220
1133	LEE McSHAN JR ELEM SCHOOL	8307 MEADOW RD	DALLAS	75231
1134	EWELL D WALKER MIDDLE SCHOOL	12532 NUESTRA DR	DALLAS	75230
1135	CHURCHILL RECREATION CENTER	6906 CHURCHILL WAY	DALLAS	75230

Precinct	Location	Address	City	Zip
1136	CHURCHILL RECREATION CENTER	6906 CHURCHILL WAY	DALLAS	75230
1137	NORTHAVEN METHODIST CHURCH	11211 PRESTON RD	DALLAS	75230
1138	GEORGE B DEALEY VANGUARD	6501 ROYAL LN	DALLAS	75230
1139	VICKERY BAPTIST CHURCH	5814 RIDGECREST RD	DALLAS	75231
1140	ARTHUR KRAMER ELEM SCHOOL	7131 MIDBURY	DALLAS	75230
1141	PRESTON HOLLOW UN METH CHURCH	6315 WALNUT HILL LN	DALLAS	75230
1142	GEORGE B DEALEY VANGUARD	6501 ROYAL LN	DALLAS	75230
1143	BENJAMIN FRANKLIN MID SCHOOL	6920 MEADOW RD	DALLAS	75230
1144	VICKERY BAPTIST CHURCH	5814 RIDGECREST RD	DALLAS	75231
1145	BENJAMIN FRANKLIN MID SCHOOL	6920 MEADOW RD	DALLAS	75230
1146	HILLCREST HIGH SCHOOL	9924 HILLCREST RD	DALLAS	75230
1147	HILLCREST HIGH SCHOOL	9924 HILLCREST RD	DALLAS	75230
1148	OUR REDEEMER LUTH. CHURCH	7611 PARK LN	DALLAS	75225
1149	PARK FOREST BRANCH LIBRARY	3421 FOREST LN	DALLAS	75234
1150	CAILLET ELEM SCHOOL	3033 MERRELL RD	DALLAS	75229
1151	CAILLET ELEM SCHOOL	3033 MERRELL RD	DALLAS	75229
1200	REVERCHON RECREATION CENTER	3505 MAPLE AVE	DALLAS	75219
1201	SUDIE WILLIAMS ELEM SCHOOL	4518 POMONA RD	DALLAS	75209
1202	WILLIAM B TRAVIS VANGUARD	3001 MCKINNEY AVE	DALLAS	75204
1203	NORTH DALLAS HIGH SCHOOL	3120 N HASKELL AVE	DALLAS	75204
1204	MULTIPLE CAREERS MAGNET CTR	4528 RUSK AVE	DALLAS	75204
1205	HIGHLAND PARK MIDDLE SCHOOL	3555 GRANADA AVE	DALLAS	75205
1206	HIGHLAND PARK MIDDLE SCHOOL	3555 GRANADA AVE	DALLAS	75205
1207	HIGHLAND PARK MIDDLE SCHOOL	3555 GRANADA AVE	DALLAS	75205
1208	HIGHLAND PARK MIDDLE SCHOOL	3555 GRANADA AVE	DALLAS	75205
1209	HIGHLAND PARK MIDDLE SCHOOL	3555 GRANADA AVE	DALLAS	75205
1210	SKILLMAN SW BR LIBRARY	5707 SKILLMAN ST	DALLAS	75206
1211	SKILLMAN SW BR LIBRARY	5707 SKILLMAN ST	DALLAS	75206
1212	JAMES B BONHAM ELEM -DISD	2617 N HENDERSON AVE	DALLAS	75206
1213	SKILLMAN SW BR LIBRARY	5707 SKILLMAN ST	DALLAS	75206
1214	HIGHLAND PARK MIDDLE SCHOOL	3555 GRANADA AVE	DALLAS	75205
1215	HIGHLAND PARK MIDDLE SCHOOL	3555 GRANADA AVE	DALLAS	75205
1216	HIGHLAND PARK MIDDLE SCHOOL	3555 GRANADA AVE	DALLAS	75205
1217	HIGHLAND PARK MIDDLE SCHOOL	3555 GRANADA AVE	DALLAS	75205
1218	HIGHLAND PARK MIDDLE SCHOOL	3555 GRANADA AVE	DALLAS	75205
1219	STONEWALL JACKSON ELEM SCHOOL	5828 MOCKINGBIRD LN	DALLAS	75206
1220	ZION LUTHERAN CHURCH	6121 E LOVERS LN	DALLAS	75214
1221	VICKERY TOWERS AT BELMONT	5619 BELMONT AVE	DALLAS	75206
1222	HIGHLAND PARK MIDDLE SCHOOL	3555 GRANADA AVE	DALLAS	75205
1223	VICKERY TOWERS AT BELMONT	5619 BELMONT AVE	DALLAS	75206
1224	FIRE STATION # 17 DALLAS	6045 BELMONT AVE	DALLAS	75206
1225	HIGHLAND PARK MIDDLE SCHOOL	3555 GRANADA AVE	DALLAS	75205
1226	HIGHLAND PARK MIDDLE SCHOOL	3555 GRANADA AVE	DALLAS	75205
1227	HIGHLAND PARK MIDDLE SCHOOL	3555 GRANADA AVE	DALLAS	75205

Precinct	Location	Address	City	Zip
1228	BEN MILAM ELEM SCHOOL - DISD	4200 MCKINNEY AVE	DALLAS	75205
1229	GREENLAND HILLS METHODIST CHURCH	5835 PENROSE AVE	DALLAS	75206
1230	ROBERT E LEE ELEM SCHOOL	2911 DELMAR AVE	DALLAS	75206
1231	ROBERT E LEE ELEM SCHOOL	2911 DELMAR AVE	DALLAS	75206
1232	OAKLAWN BRANCH LIBRARY	4100 CEDAR SPRINGS RD	DALLAS	75219
1233	OAKLAWN BRANCH LIBRARY	4100 CEDAR SPRINGS RD	DALLAS	75219
1234	NORTH DALLAS HIGH SCHOOL	3120 N HASKELL AVE	DALLAS	75204
1235	THE FATHER'S CHURCH	2707 ABRAMS RD	DALLAS	75214
1236	THE FATHER'S CHURCH	2707 ABRAMS RD	DALLAS	75214
1237	NORTH DALLAS HIGH SCHOOL	3120 N HASKELL AVE	DALLAS	75204
1238	MULTIPLE CAREERS MAGNET CTR	4528 RUSK AVE	DALLAS	75204
1239	NORTH DALLAS HIGH SCHOOL	3120 N HASKELL AVE	DALLAS	75204
1240	NORTH DALLAS HIGH SCHOOL	3120 N HASKELL AVE	DALLAS	75204
1241	SUDIE WILLIAMS ELEM SCHOOL	4518 POMONA RD	DALLAS	75209
1242	SUDIE WILLIAMS ELEM SCHOOL	4518 POMONA RD	DALLAS	75209
1243	HIGHLAND PARK MIDDLE SCHOOL	3555 GRANADA AVE	DALLAS	75205
1244	MULTIPLE CAREERS MAGNET CTR	4528 RUSK AVE	DALLAS	75204
1400	CENTRAL ELEM SCHOOL	1600 S PERRY	CARROLLTON	75006
1401	COUNTRY PLACE ELEM SCHOOL	2115 RAINTREE CT	CARROLLTON	75006
1402	MCCOY ELEM SCHOOL	2425 MCCOY RD	CARROLLTON	75006
1403	COUNTRY PLACE ELEM SCHOOL	2115 RAINTREE CT	CARROLLTON	75006
1404	MCCOY ELEM SCHOOL	2425 MCCOY RD	CARROLLTON	75006
1405	MCCOY ELEM SCHOOL	2425 MCCOY RD	CARROLLTON	75006
1406	COUNTRY PLACE ELEM SCHOOL	2115 RAINTREE CT	CARROLLTON	75006
1407	CENTRAL ELEM SCHOOL	1600 S PERRY	CARROLLTON	75006
1408	CENTRAL ELEM SCHOOL	1600 S PERRY	CARROLLTON	75006
1409	CENTRAL ELEM SCHOOL	1600 S PERRY	CARROLLTON	75006
1410	CENTRAL ELEM SCHOOL	1600 S PERRY	CARROLLTON	75006
1411	COUNTRY PLACE ELEM SCHOOL	2115 RAINTREE CT	CARROLLTON	75006
1500	FARMERS BRANCH RECREATION CENTER	14050 HEARTSIDE PLACE	FARMERS BRANCH	75234
1501	FARMERS BRANCH RECREATION CENTER	14050 HEARTSIDE PLACE	FARMERS BRANCH	75234
1502	FARMERS BRANCH RECREATION CENTER	14050 HEARTSIDE PLACE	FARMERS BRANCH	75234
1503	FARMERS BRANCH RECREATION CENTER	14050 HEARTSIDE PLACE	FARMERS BRANCH	75234
1504	FARMERS BRANCH CITY HALL	13000 WILLIAM DODSON PKWY	FARMERS BRANCH	75234
1505	FARMERS BRANCH CITY HALL	13000 WILLIAM DODSON PKWY	FARMERS BRANCH	75234
1506	FARMERS BRANCH CITY HALL	13000 WILLIAM DODSON PKWY	FARMERS BRANCH	75234
1507	FARMERS BRANCH CITY HALL	13000 WILLIAM DODSON PKWY	FARMERS BRANCH	75234
1508	FARMERS BRANCH CITY HALL	13000 WILLIAM DODSON PKWY	FARMERS BRANCH	75234
1509	FARMERS BRANCH CITY HALL	13000 WILLIAM DODSON PKWY	FARMERS BRANCH	75234
1510	FARMERS BRANCH CITY HALL	13000 WILLIAM DODSON PKWY	FARMERS BRANCH	75234
1511	FARMERS BRANCH CITY HALL	13000 WILLIAM DODSON PKWY	FARMERS BRANCH	75234
1600	ADDISON FIRE STATION # 2	3950 BELTWAY DR	ADDISON	75001
1601	ADDISON FIRE STATION # 2	3950 BELTWAY DR	ADDISON	75001
1602	ADDISON FIRE DEPARTMENT	4798 AIRPORT PKWY	ADDISON	75001

Precinct	Location	Address	City	Zip
1700	GREENWOOD HILLS ELEM SCHOOL	1313 WEST SHORE DR	RICHARDSON	75080
1701	CANYON CREEK ELEM SCHOOL	2100 COPPER RIDGE DR	RICHARDSON	75080
1702	PRAIRIE CREEK ELEM SCHOOL	2120 E PRAIRIE CREEK DR	RICHARDSON	75080
1703	MOHAWK ELEM SCHOOL	1500 MIMOSA DR	RICHARDSON	75080
1704	RICHARDSON N JR HIGH SCHOOL	1820 N FLOYD RD	RICHARDSON	75080
1705	NORTHRICH ELEM SCHOOL	1301 CUSTER RD	RICHARDSON	75080
1706	ARAPAHO CLASSICAL MAGNET SCHOOL	1300 CYPRESS DR	RICHARDSON	75080
1707	RICHARDSON HEIGHTS ELEM SCHOOL	101 N FLOYD RD	RICHARDSON	75080
1708	DOVER ELEM SCHOOL	700 DOVER DR	RICHARDSON	75080
1709	PROFESSIONAL DEVELOPMENT CTR -RISD	701 W BELT LINE RD	RICHARDSON	75080
1710	RICHARDSON TERRACE ELEM SCHOOL	300 N DOROTHY DR	RICHARDSON	75081
1711	RICHARDSON E. CHURCH OF CHRIST	1504 E CAMPBELL RD	RICHARDSON	75081
1712	YALE ELEM SCHOOL	1900 E COLLINS BLVD	RICHARDSON	75081
1713	DARTMOUTH ELEM SCHOOL	417 DARTMOUTH LN	RICHARDSON	75081
1714	DARTMOUTH ELEM SCHOOL	417 DARTMOUTH LN	RICHARDSON	75081
1715	BERKNER HIGH SCHOOL	1600 E SPRING VALLEY RD	RICHARDSON	75081
1716	JESS HARBEN ELEM SCHOOL	600 S GLENVILLE DR	RICHARDSON	75081
1717	MATH/SCIENCE/TECHNOLOGY MAGNET -RISD	450 ABRAMS RD	RICHARDSON	75081
1718	RICHLAND COLLEGE	12800 ABRAMS RD	DALLAS	75243
1719	RICHARDSON VIETNAMESE BAPTIST CHURCH	1000 CENTENNIAL BLVD	RICHARDSON	75081
1720	A M AIKIN ELEM SCHOOL	12300 PLEASANT VALLEY DR	DALLAS	75243
1721	RICHLAND ELEM SCHOOL	550 PARK BEND DR	RICHARDSON	75081
1722	RICHLAND ELEM SCHOOL	550 PARK BEND DR	RICHARDSON	75081
1723	RICHLAND COLLEGE	12800 ABRAMS RD	DALLAS	75243
1724	A M AIKIN ELEM SCHOOL	12300 PLEASANT VALLEY DR	DALLAS	75243
1725	RICHARDSON VIETNAMESE BAPTIST CHURCH	1000 CENTENNIAL BLVD	RICHARDSON	75081
1726	RICHLAND ELEM SCHOOL	550 PARK BEND DR	RICHARDSON	75081
1800	PRESBYTERIAN MED OFFICE N	17120 DALLAS PKWY STE 120	DALLAS	75248
1801	ANNE FRANK ELEM SCHOOL	5201 CELESTIAL RD	DALLAS	75254
1802	PARKHILL JR HIGH SCHOOL	16500 SHADYBANK DR	DALLAS	75248
1803	BRENTFIELD INTERMEDIATE SCHOOL	6767 BRENTFIELD DR	DALLAS	75248
1804	TEXAS A&M RESEARCH EXT CTR	17360 COIT RD	DALLAS	75252
1805	PARKHILL JR HIGH SCHOOL	16500 SHADYBANK DR	DALLAS	75248
1806	JAMES BOWIE ELEM SCHOOL -RISD	7643 LA MANGA DR	DALLAS	75248
1807	JAMES BOWIE ELEM SCHOOL -RISD	7643 LA MANGA DR	DALLAS	75248
1808	FIRE STATION # 7 DALLAS	6010 DAVENPORT RD	DALLAS	75248
1809	PRESTONWOOD ELEM SCHOOL	6525 LA COSA DR	DALLAS	75248
1810	PRESTONWOOD ELEM SCHOOL	6525 LA COSA DR	DALLAS	75248
1811	SPRING CREEK ELEM -RISD	7667 ROUND ROCK RD	DALLAS	75248
1812	NORTHWOOD HILLS ELEM SCHOOL	14532 MEANDERING WAY	DALLAS	75254
1813	ANNE FRANK ELEM SCHOOL	5201 CELESTIAL RD	DALLAS	75254
1814	CHRISTIAN CHAPEL TEMPLE	14120 NOEL RD	DALLAS	75254
1815	CHRISTIAN CHAPEL TEMPLE	14120 NOEL RD	DALLAS	75254
1816	KING OF GLORY LUTHERN CHURCH	6411 LBJ FREEWAY	DALLAS	75240

Precinct	Location	Address	City	Zip
1817	SPRING VALLEY ELEM SCHOOL	13535 SPRING GROVE RD	DALLAS	75240
1818	SPRING VALLEY ELEM SCHOOL	13535 SPRING GROVE RD	DALLAS	75240
1819	PARK CENTRAL BAPT CHURCH	7777 LBJ FREEWAY	DALLAS	75240
1820	RISD ACADEMY	13630 COIT RD	DALLAS	75240
1821	RISD ACADEMY	13630 COIT RD	DALLAS	75240
2100	BIG SPRINGS ELEM SCHOOL	3301 W CAMPBELL RD	GARLAND	75044
2101	SPRINGPARK SPORTS CLUB	3330 SPRINGPARK WAY	GARLAND	75044
2102	SPRING CREEK ELEM -GISD	1510 SPRING CREEK DR	GARLAND	75040
2103	SPRING CREEK ELEM -GISD	1510 SPRING CREEK DR	GARLAND	75040
2104	HICKMAN ELEM SCHOOL	3114 PINWOOD DR	GARLAND	75044
2105	HICKMAN ELEM SCHOOL	3114 PINWOOD DR	GARLAND	75044
2106	WALLACE ETHRIDGE ELEM SCHOOL	2301 SAM HOUSTON DR	GARLAND	75044
2107	WALLACE ETHRIDGE ELEM SCHOOL	2301 SAM HOUSTON DR	GARLAND	75044
2108	COOPER ELEM SCHOOL	1200 KINGSBRIDGE DR	GARLAND	75040
2109	COOPER ELEM SCHOOL	1200 KINGSBRIDGE DR	GARLAND	75040
2110	COOPER ELEM SCHOOL	1200 KINGSBRIDGE DR	GARLAND	75040
2111	LISTER ELEM SCHOOL	3131 MARS DR	GARLAND	75040
2112	LISTER ELEM SCHOOL	3131 MARS DR	GARLAND	75040
2113	NORTHLAKE ELEM SCHOOL -GISD	1626 BOSQUE DR	GARLAND	75040
2114	BRADFIELD RECREATION CENTER	1146 CASTLE DR	GARLAND	75040
2115	AUDELIA CREEK ELEM SCHOOL	12600 AUDELIA RD	DALLAS	75243
2116	BUSSEY MIDDLE SCHOOL	1204 TRAVIS ST	GARLAND	75040
2117	GOLDEN MEADOWS ELEM SCHOOL	1726 TRAVIS ST	GARLAND	75042
2118	A R DAVIS ELEM SCHOOL	1621 MCCALLUM DR	GARLAND	75042
2119	O'HENRY ELEM SCHOOL	4100 TYNES DR	GARLAND	75042
2120	O'HENRY ELEM SCHOOL	4100 TYNES DR	GARLAND	75042
2121	BRADFIELD ELEM SCHOOL -GISD	3817 BUCKNELL DR	GARLAND	75042
2122	A R DAVIS ELEM SCHOOL	1621 MCCALLUM DR	GARLAND	75042
2123	BUSSEY MIDDLE SCHOOL	1204 TRAVIS ST	GARLAND	75040
2124	AUSTIN ACADEMY	1125 BEVERLY DR	GARLAND	75040
2125	KIMBERLIN ACADEMY	1520 CUMBERLAND DR	GARLAND	75040
2126	GRANGER COMM CTR ANNEX	1310 W AVENUE F	GARLAND	75040
2127	WILLIAMS ELEM SCHOOL	1821 OLD GATE LN	GARLAND	75042
2128	SAM HOUSTON MIDDLE SCHOOL	2232 SUSSEX DR	GARLAND	75041
2129	MEMORIAL PREPARATORY -GISD	2825 S FIRST ST	GARLAND	75041
2130	HIGHLAND MEADOWS ELEM SCHOOL	8939 WHITEWING LN	DALLAS	75238
2131	MEMORIAL PREPARATORY -GISD	2825 S FIRST ST	GARLAND	75041
2132	O'BANION MIDDLE SCHOOL	700 BIRCHWOOD DR	GARLAND	75043
2133	WATSON TECHNOLOGY CENTER	2601 DAIRY RD	GARLAND	75041
2134	CLUB HILL ELEM SCHOOL	1330 COLONEL DR	GARLAND	75043
2135	CLUB HILL ELEM SCHOOL	1330 COLONEL DR	GARLAND	75043
2136	BRANDENBURG MIDDLE SCHOOL	626 NICKENS RD	GARLAND	75043
2137	SOUTHGATE ELEM SCHOOL	1115 MAYFIELD AVE	GARLAND	75041
2138	ROUTH ROACH ELEM SCHOOL	1811 MAYFIELD AVE	GARLAND	75041

Precinct	Location	Address	City	Zip
2139	O'BANION MIDDLE SCHOOL	700 BIRCHWOOD DR	GARLAND	75043
2140	O'BANION MIDDLE SCHOOL	700 BIRCHWOOD DR	GARLAND	75043
2141	VERNON PRICE ELEM SCHOOL	630 STROUD LN	GARLAND	75043
2142	CLASSICAL CENTER AT VIAL ELEM SCHOOL	126 CREEKVIEW DR	GARLAND	75043
2143	LAKEVIEW CENTENNIAL HIGH SCHOOL	3505 HAYMAN DR	GARLAND	75043
2144	LAKEVIEW CENTENNIAL HIGH SCHOOL	3505 HAYMAN DR	GARLAND	75043
2145	TOLER ELEM SCHOOL	3520 GUTHRIE RD	GARLAND	75043
2146	TOLER ELEM SCHOOL	3520 GUTHRIE RD	GARLAND	75043
2147	PORTER ELEM SCHOOL	517 VIA AVENIDA	MESQUITE	75150
2148	SOUTHGATE ELEM SCHOOL	1115 MAYFIELD AVE	GARLAND	75041
2149	ROUTH ROACH ELEM SCHOOL	1811 MAYFIELD AVE	GARLAND	75041
2150	AUDELIA CREEK ELEM SCHOOL	12600 AUDELIA RD	DALLAS	75243
2151	SAM HOUSTON MIDDLE SCHOOL	2232 SUSSEX DR	GARLAND	75041
2152	SAM HOUSTON MIDDLE SCHOOL	2232 SUSSEX DR	GARLAND	75041
2200	AUDELIA CREEK ELEM SCHOOL	12600 AUDELIA RD	DALLAS	75243
2201	LAKE HIGHLANDS FRESHMAN CENTER	1200 WHITE ROCK TRAIL	DALLAS	75238
2202	LAKE HIGHLANDS FRESHMAN CENTER	1200 WHITE ROCK TRAIL	DALLAS	75238
2203	FIRE STATION # 57 DALLAS	10801 AUDELIA RD	DALLAS	75238
2204	FIRE STATION # 57 DALLAS	10801 AUDELIA RD	DALLAS	75238
2205	AUDELIA CREEK ELEM SCHOOL	12600 AUDELIA RD	DALLAS	75243
2206	SKYVIEW ELEM SCHOOL	9229 MEADOWKNOLL DR	DALLAS	75243
2207	FOREST MEADOW BAPTIST CHURCH	9150 CHURCH RD	DALLAS	75231
2208	NORTHLAKE ELEM SCHOOL -RISD	10059 RAVEN WOOD DR	DALLAS	75238
2209	LAKE HIGHLANDS ELEM SCHOOL	9501 FERRIDALE RD	DALLAS	75238
2210	LAKE HIGHLANDS JR HIGH SCHOOL	10360 KING MEY RD	DALLAS	75238
2211	WALLACE ELEM SCHOOL	9921 KINGHAVEN DR	DALLAS	75238
2212	EMERITUS AT LAKE HIGHLANDS	8715 PLANO RD	DALLAS	75238
2213	HIGHLAND MEADOWS ELEM SCHOOL	8939 WHITEWING LN	DALLAS	75238
2214	HIGHLAND MEADOWS ELEM SCHOOL	8939 WHITEWING LN	DALLAS	75238
2215	MARTHA T REILLY ELEM SCHOOL	11230 LIPPITT AVE	DALLAS	75218
2216	MARTHA T REILLY ELEM SCHOOL	11230 LIPPITT AVE	DALLAS	75218
2217	VICTOR H HEXTER ELEM SCHOOL	9720 WATERVIEW ST	DALLAS	75218
2218	WHITE ROCK ELEM SCHOOL	9229 CHISWELL RD	DALLAS	75238
2219	MERRIMAN PARK ELEM SCHOOL	7101 WINEDALE DR	DALLAS	75231
2220	L L HOTCHKISS ELEM SCHOOL	6929 TOWN NORTH DR	DALLAS	75231
2221	DAN D ROGERS ELEM SCHOOL	5314 ABRAMS RD	DALLAS	75214
2222	VICTOR H HEXTER ELEM SCHOOL	9720 WATERVIEW ST	DALLAS	75218
2223	LAKWOOD ELEM SCHOOL	3000 HILLBROOK ST	DALLAS	75214
2224	LAKWOOD ELEM SCHOOL	3000 HILLBROOK ST	DALLAS	75214
2225	EDUARDO MATA ELEM SCHOOL	7420 LA VISTA DR	DALLAS	75214
2226	NORTHRIDGE PRESBY CHURCH	6920 BOB-O-LINK DR	DALLAS	75214
2227	EDUARDO MATA ELEM SCHOOL	7420 LA VISTA DR	DALLAS	75214
2228	ALEX SANGER ELEM SCHOOL	8410 SAN LEANDRO DR	DALLAS	75218
2229	BATH HOUSE CULTURAL CENTER	521 E LAWTHER DR	DALLAS	75218

Precinct	Location	Address	City	Zip
2230	REINHARDT ELEM SCHOOL	10122 LOSA DR	DALLAS	75218
2231	REINHARDT ELEM SCHOOL	10122 LOSA DR	DALLAS	75218
2232	CASA VIEW ELEM SCHOOL	2100 N FAROLA DR	DALLAS	75228
2233	CASA VIEW ELEM SCHOOL	2100 N FAROLA DR	DALLAS	75228
2234	LIVING WATER CHURCH OF GOD	11110 SHILOH RD	DALLAS	75228
2235	CHARLES A GILL ELEM SCHOOL	10910 FERGUSON RD	DALLAS	75228
2236	CHARLES A GILL ELEM SCHOOL	10910 FERGUSON RD	DALLAS	75228
2237	ST PIUS X CHURCH PARISH	3030 GUS THOMASSON RD	DALLAS	75228
2238	CASA VIEW BRANCH LIBRARY	10355 FERGUSON RD	DALLAS	75228
2239	BRYAN ADAMS HIGH SCHOOL	2101 MILLMAR DR	DALLAS	75228
2240	REINHARDT ELEM SCHOOL	10122 LOSA DR	DALLAS	75218
2241	GREATER GOLDEN GATE BAPTIST CHURCH	9333 FERGUSON RD	DALLAS	75228
2242	W H GASTON MIDDLE SCHOOL	9565 MERCER DR	DALLAS	75228
2243	EDWIN J KEST ELEM SCHOOL	2611 HEALEY DR	DALLAS	75228
2244	GEORGE W TRUETT ELEM SCHOOL	1811 GROSS RD	DALLAS	75228
2245	GEORGE W TRUETT ELEM SCHOOL	1811 GROSS RD	DALLAS	75228
2246	GEORGE W TRUETT ELEM SCHOOL	1811 GROSS RD	DALLAS	75228
2247	GEORGE W TRUETT ELEM SCHOOL	1811 GROSS RD	DALLAS	75228
2248	GEORGE W TRUETT ELEM SCHOOL	1811 GROSS RD	DALLAS	75228
2249	CHARLES A GILL ELEM SCHOOL	10910 FERGUSON RD	DALLAS	75228
2300	ED VANSTON MIDDLE SCHOOL	3230 KARLA DR	MESQUITE	75150
2301	FLORENCE PARK COMM CENTER	2501 WHITSON WAY	MESQUITE	75150
2302	VERNON PRICE ELEM SCHOOL	630 STROUD LN	GARLAND	75043
2303	GEORGE W TRUETT ELEM SCHOOL	1811 GROSS RD	DALLAS	75228
2304	PORTER ELEM SCHOOL	517 WIL A VENIDA	MESQUITE	75150
2305	DUNFORD REC CENTER	1015 GREEN CANYON DR	MESQUITE	75150
2306	GEORGIA KIMBALL ELEM SCHOOL	4010 CORYELL WAY	MESQUITE	75150
2307	GOODBAR REC CENTER	3030 CONCORD DR	MESQUITE	75150
2308	ZACK MOTLEY ELEM SCHOOL	3719 MOON DR	MESQUITE	75150
2309	1 N RANGE ELEM SCHOOL	2600 BAMBOO ST	MESQUITE	75150
2310	1 N RANGE ELEM SCHOOL	2600 BAMBOO ST	MESQUITE	75150
2312	TOSCH ELEM SCHOOL	2424 LARCHMONT DR	MESQUITE	75150
2313	DR J C CANNADAY ELEM SCHOOL	2701 CHISOLM TRAIL	MESQUITE	75150
2314	POTEET HIGH SCHOOL	3300 POTEET DR	MESQUITE	75150
2315	JOHN HANBY ELEM SCHOOL	912 CASCADE ST	MESQUITE	75149
2316	JOHN HANBY ELEM SCHOOL	912 CASCADE ST	MESQUITE	75149
2317	TISINGER ELEM SCHOOL	1701 HILLCREST ST	MESQUITE	75149
2318	W L WILKINSON MIDDLE SCHOOL	2100 CREST PARK DR	MESQUITE	75149
2319	J C RUGEL ELEM SCHOOL	2701 SYBIL DR	MESQUITE	75149
2320	GALLOWAY ELEM SCHOOL	200 CLARY DR	MESQUITE	75149
2321	GALLOWAY ELEM SCHOOL	200 CLARY DR	MESQUITE	75149
2322	WEST MESQUITE HIGH SCHOOL	2500 MEMORIAL BLVD	MESQUITE	75149
2323	LAKESIDE ACTIVITY CENTER	101 HOLLEY PARK DR	MESQUITE	75149
2324	LAKESIDE ACTIVITY CENTER	101 HOLLEY PARK DR	MESQUITE	75149

Precinct	Location	Address	City	Zip
2325	MESQUITE HIGH SCHOOL	300 E DAVIS ST	MESQUITE	75149
2326	RUTHERFORD REC CENTER	900 RUTHERFORD DR	MESQUITE	75149
2327	RUTHERFORD REC CENTER	900 RUTHERFORD DR	MESQUITE	75149
2328	PIRRUNG ELEM SCHOOL	1500 CREEK VALLEY	MESQUITE	75181
2329	J R THOMPSON ELEM SCHOOL	2525 HELEN LN	MESQUITE	75181
2330	A C NEW MIDDLE SCHOOL	3700 S BELT LINE RD	MESQUITE	75181
2331	MESQUITE HIGH SCHOOL	300 E DAVIS ST	MESQUITE	75149
2332	ED VANSTON MIDDLE SCHOOL	3230 KARLA DR	MESQUITE	75150
2333	ED VANSTON MIDDLE SCHOOL	3230 KARLA DR	MESQUITE	75150
2400	SUNNYVALE TOWN HALL	127 N. COLLINS RD	SUNNYVALE	75182
2500	COYLE MIDDLE SCHOOL	4500 SKYLINE DRIVE	ROWLETT	75088
2501	COYLE MIDDLE SCHOOL	4500 SKYLINE DRIVE	ROWLETT	75088
2502	HERFURTH ELEM SCHOOL	7500 MILLER RD	ROWLETT	75088
2503	HERFURTH ELEM SCHOOL	7500 MILLER RD	ROWLETT	75088
2504	COYLE MIDDLE SCHOOL	4500 SKYLINE DRIVE	ROWLETT	75088
2505	COYLE MIDDLE SCHOOL	4500 SKYLINE DRIVE	ROWLETT	75088
2506	HERFURTH ELEM SCHOOL	7500 MILLER RD	ROWLETT	75088
2507	SCHRADE MID SCHOOL	6201 DANDRIDGE RD	ROWLETT	75089
2600	SACHSE CITY HALL	3815-B SACHSE ROAD	SACHSE	75048
2601	SACHSE CITY HALL	3815-B SACHSE ROAD	SACHSE	75048
2602	SACHSE CITY HALL	3815-B SACHSE ROAD	SACHSE	75048
3000	NORTH PARK COMMUNITY DEV CORP	4619 W UNIVERSITY BLVD	DALLAS	75209
3001	K B POLK CENTER	6911 VICTORIA AVE	DALLAS	75209
3002	THOMAS J RUSK MIDDLE SCHOOL	2929 INWOOD RD	DALLAS	75235
3003	MAPLE LAWN ELEM SCHOOL	3126 INWOOD RD	DALLAS	75235
3004	THOMAS J RUSK MIDDLE SCHOOL	2929 INWOOD RD	DALLAS	75235
3005	MAPLE LAWN ELEM SCHOOL	3120 INWOOD RD	DALLAS	75235
3006	BETHANY PRESBYTERIAN CHURCH	4533 CEDAR SPRINGS RD	DALLAS	75219
3007	ESPERANZA MEDRANO ELEM SCHOOL	2221 LUCAS DR	DALLAS	75219
3008	ARLINGTON PARK REC CENTER	1505 RECORD CROSSING RD	DALLAS	75235
3009	GEORGE W CARVER LEARNING CTR	3719 GREENLEAF ST	DALLAS	75212
3010	ISRAELITE BAPTIST CHURCH	4110 LADALE DR	DALLAS	75212
3011	ISRAELITE BAPTIST CHURCH	4110 LADALE DR	DALLAS	75212
3012	ELADIO R MARTINEZ LEARNING CTR	4500 BERNAL DR	DALLAS	75212
3013	AMELIA EARHART ELEM SCHOOL	3531 N WESTMORELAND RD	DALLAS	75212
3014	L G PINKSTON HIGH SCHOOL	2200 DENNISON ST	DALLAS	75212
3015	L G PINKSTON HIGH SCHOOL	2200 DENNISON ST	DALLAS	75212
3016	C F CARR ELEM SCHOOL	1952 BAYSIDE ST	DALLAS	75212
3100	T W BROWNE MIDDLE SCHOOL	3333 SPRAGUE DR	DALLAS	75233
3101	T W BROWNE MIDDLE SCHOOL	3333 SPRAGUE DR	DALLAS	75233
3102	T W BROWNE MIDDLE SCHOOL	3333 SPRAGUE DR	DALLAS	75233
3103	DANIEL WEBSTER ELEM SCHOOL	3815 S FRANKLIN ST	DALLAS	75233
3200	REVERCHON RECREATION CENTER	3505 MAPLE AVE	DALLAS	75219
3201	DALLAS CO CTHOUSE - ALLEN	600 COMMERCE ST	DALLAS	75202

Precinct	Location	Address	City	Zip
3202	DALLAS CO CTHOUSE - ALLEN	600 COMMERCE ST	DALLAS	75202
3203	DALLAS CO CTHOUSE - ALLEN	600 COMMERCE ST	DALLAS	75202
3204	DALLAS CO CTHOUSE - ALLEN	600 COMMERCE ST	DALLAS	75202
3205	J W RAY ELEM SCHOOL	2211 CADDO ST	DALLAS	75204
3206	EXALL PARK REC CENTER	1355 ADAIR ST	DALLAS	75204
3207	IGNACIO ZARAGOZA ELEM SCHOOL	4550 WORTH ST	DALLAS	75246
3208	IGNACIO ZARAGOZA ELEM SCHOOL	4550 WORTH ST	DALLAS	75246
3209	LAKEWOOD BRANCH LIBRARY	6121 WORTH ST	DALLAS	75214
3210	ST EDWARDS CATHOLIC CHURCH	4033 ELM ST	DALLAS	75226
3211	JUNIUS HEIGHTS BAPTIST CHURCH	5429 REIGER AVE	DALLAS	75214
3212	SAMUELL GRAND REC CENTER	6200 EAST GRAND AVE	DALLAS	75223
3213	SAMUELL GRAND REC CENTER	6200 EAST GRAND AVE	DALLAS	75223
3214	SAMUELL GRAND REC CENTER	6200 EAST GRAND AVE	DALLAS	75223
3215	SAMUELL GRAND REC CENTER	6200 EAST GRAND AVE	DALLAS	75223
3216	BAYLES ELEM SCHOOL	2444 TELEGRAPH	DALLAS	75228
3217	BAYLES ELEM SCHOOL	2444 TELEGRAPH	DALLAS	75228
3218	S S CONNER ELEM SCHOOL	3037 GREEN MEADOW DR	DALLAS	75228
3219	S S CONNER ELEM SCHOOL	3037 GREEN MEADOW DR	DALLAS	75228
3220	OWENWOOD UNITED METH CHURCH	1451 JOHN WEST RD	DALLAS	75228
3300	COLONIAL BAPTIST CHURCH	6459 SCYENE RD	DALLAS	75227
3301	COLONIAL BAPTIST CHURCH	6459 SCYENE RD	DALLAS	75227
3302	EDNA ROWE ELEM SCHOOL	4918 HOVENKAMP DR	DALLAS	75227
3303	URBAN PARK ELEM SCHOOL	6901 MILITARY PKWY	DALLAS	75227
3304	SKYLINE HIGH SCHOOL	7777 FORNEY RD	DALLAS	75227
3305	SKYLINE HIGH SCHOOL	7777 FORNEY RD	DALLAS	75227
3306	SKYLINE HIGH SCHOOL	7777 FORNEY RD	DALLAS	75227
3307	SKYLINE HIGH SCHOOL	7777 FORNEY RD	DALLAS	75227
3308	SKYLINE HIGH SCHOOL	7777 FORNEY RD	DALLAS	75227
3309	FORRESTER FIELD HOUSE	8233 MILITARY PKWY	DALLAS	75227
3310	FORRESTER FIELD HOUSE	8233 MILITARY PKWY	DALLAS	75227
3311	SAN JACINTO ELEM SCHOOL	7900 HUME DR	DALLAS	75227
3312	ANNIE WEBB BLANTON SCHOOL	8915 GREENMOUND AVE	DALLAS	75227
3313	EDWARD TITCHE ELEM SCHOOL	9560 HIGHFIELD DR	DALLAS	75227
3314	NUEVA VIDA NEW LIFE ASSEMBLY	10747 BRUTON RD	DALLAS	75217
3315	JOHN IRELAND ELEM SCHOOL	1515 N JIM MILLER RD	DALLAS	75217
3316	NATHANIEL HAWTHORNE SCHOOL	7800 UMPHRESS RD	DALLAS	75217
3317	JOHN IRELAND ELEM SCHOOL	1515 N JIM MILLER RD	DALLAS	75217
3318	W W SAMUELL HIGH SCHOOL	8928 PALISADE DR	DALLAS	75217
3319	FRED F FLORENCE MIDDLE SCHOOL	1625 N MASTERS DR	DALLAS	75217
3320	FRED F FLORENCE MIDDLE SCHOOL	1625 N MASTERS DR	DALLAS	75217
3321	E B COMSTOCK MIDDLE SCHOOL	7044 HODDE ST	DALLAS	75217
3322	JOHN Q ADAMS ELEM SCHOOL	8239 LAKE JUNE RD	DALLAS	75217
3323	B H MACON ELEM SCHOOL	650 HOLCOMB RD	DALLAS	75217
3324	WILLIAM ANDERSON ELEM SCHOOL	620 N ST AUGUSTINE DR	DALLAS	75217

Precinct	Location	Address	City	Zip
3325	WILLIAM ANDERSON ELEM SCHOOL	620 N ST AUGUSTINE DR	DALLAS	75217
3326	WILLIAM ANDERSON ELEM SCHOOL	620 N ST AUGUSTINE DR	DALLAS	75217
3327	RICHARD LAGOW ELEM SCHOOL	637 EDGEWORTH DR	DALLAS	75217
3328	RICHARD LAGOW ELEM SCHOOL	637 EDGEWORTH DR	DALLAS	75217
3329	H GRADY SPRUCE HIGH SCHOOL	9733 OLD SEAGOVILLE RD	DALLAS	75217
3330	FIRESIDE DR BAPTIST CHURCH	8805 FIRESIDE DR	DALLAS	75217
3331	FIRESIDE DR BAPTIST CHURCH	8805 FIRESIDE DR	DALLAS	75217
3332	RICHARD LAGOW ELEM SCHOOL	637 EDGEWORTH DR	DALLAS	75217
3333	FIRESIDE DR BAPTIST CHURCH	8805 FIRESIDE DR	DALLAS	75217
3334	FIRESIDE DR BAPTIST CHURCH	8805 FIRESIDE DR	DALLAS	75217
3335	KLEBERG/RYLIE REC CENTER	1515 EDD RD	DALLAS	75253
3336	KLEBERG/RYLIE REC CENTER	1515 EDD RD	DALLAS	75253
3337	KLEBERG/RYLIE REC CENTER	1515 EDD RD	DALLAS	75253
3338	KLEBERG/RYLIE REC CENTER	1515 EDD RD	DALLAS	75253
3339	KLEBERG/RYLIE REC CENTER	1515 EDD RD	DALLAS	75253
3340	CITY PARK ELEM SCHOOL	1738 GANO ST	DALLAS	75215
3341	M.L. KING LEARNING CTR	1817 WARREN AVE	DALLAS	75215
3342	PARK SOUTH YMCA	2500 ROMINE AVE	DALLAS	75215
3343	JAMES MADISON HIGH SCHOOL	3000 MLK BLVD	DALLAS	75215
3344	FANNIE C HARRIS BUILDING	4212 EAST GRAND AVE	DALLAS	75223
3345	ST LUKE COMM UN. METH CHURCH	5710 E R L THORNTON	DALLAS	75223
3346	IRMA RANGEL-YOUNG WOMEN'S LEADERSHIP SCHOOL	1718 ROBERT BEEBLUM BLVD	DALLAS	75210
3347	JULIA C FRAZIER ELEM SCHOOL	4600 SPRING AVE	DALLAS	75210
3348	PHYLLIS WHEATLEY ELEM SCHOOL	598 METROPOLITAN AVE	DALLAS	75215
3349	PEARL C ANDERSON SCHOOL	3400 GARDEN LN	DALLAS	75215
3350	LARRY JOHNSON REC CENTER	3700 DUDON AVE	DALLAS	75210
3351	ST PAUL BAPTIST CHURCH	1600 PEAR ST	DALLAS	75215
3352	LINCOLN INSTRUCTIONAL CTR	5000 MALCOLM X BLVD	DALLAS	75215
3353	THOMPSON LEARNING CENTER	5700 BEXAR ST	DALLAS	75215
3354	EVANGELIST TEMPLE CHURCH	2627 DORRIS ST	DALLAS	75215
3356	KLEBERG/RYLIE REC CENTER	1515 EDD RD	DALLAS	75253
3357	KLEBERG/RYLIE REC CENTER	1515 EDD RD	DALLAS	75253
3400	FLOYD ELEM SCHOOL	3025 HICKORY TREE RD	BALCH SPRINGS	75180
3401	FLOYD ELEM SCHOOL	3025 HICKORY TREE RD	BALCH SPRINGS	75180
3402	FLOYD ELEM SCHOOL	3025 HICKORY TREE RD	BALCH SPRINGS	75180
3403	FLOYD ELEM SCHOOL	3025 HICKORY TREE RD	BALCH SPRINGS	75180
3404	FLOYD ELEM SCHOOL	3025 HICKORY TREE RD	BALCH SPRINGS	75180
3405	FLOYD ELEM SCHOOL	3025 HICKORY TREE RD	BALCH SPRINGS	75180
3406	HODGES ELEM SCHOOL	14401 SPRING OAKS RD	MESQUITE	75180
3407	HODGES ELEM SCHOOL	14401 SPRING OAKS RD	MESQUITE	75180
3408	FLOYD ELEM SCHOOL	3025 HICKORY TREE RD	BALCH SPRINGS	75180
3409	FLOYD ELEM SCHOOL	3025 HICKORY TREE RD	BALCH SPRINGS	75180
3500	JAMES BOWIE ELEM SCHOOL -DISD	330 N MARSALIS AVE	DALLAS	75203

Precinct	Location	Address	City	Zip
3501	JAMES BOWIE ELEM SCHOOL -DISD	330 N MARSALIS AVE	DALLAS	75203
3502	N W HARLEE ELEM SCHOOL	1216 E 8TH STREET	DALLAS	75203
3503	N W HARLEE ELEM SCHOOL	1216 E 8TH STREET	DALLAS	75203
3504	N W HARLEE ELEM SCHOOL	1216 E 8TH STREET	DALLAS	75203
3505	GREATER MT PLEASANT BAPTIST CHURCH	1403 MORRELL AVE	DALLAS	75203
3506	F D ROOSEVELT HIGH SCHOOL	525 BONNIE VIEW DR	DALLAS	75203
3507	F D ROOSEVELT HIGH SCHOOL	525 BONNIE VIEW DR	DALLAS	75203
3508	ACADEMY OF DALLAS SCHOOL	2324 S VERNON AVE	DALLAS	75224
3509	ACADEMY OF DALLAS SCHOOL	2324 S VERNON AVE	DALLAS	75224
3510	UNION MISSIONARY BAPT CHURCH	3410 S POLK ST	DALLAS	75224
3511	UNION MISSIONARY BAPT CHURCH	3410 S POLK ST	DALLAS	75224
3512	HARRELL BUDD ELEM SCHOOL	2121 S MARSALIS AVE	DALLAS	75216
3513	BEXAR STREET BAPTIST CHURCH	2018 S MARSALIS AVE	DALLAS	75216
3514	ROGER Q MILLS ELEM SCHOOL	1515 LYNN HAVEN AVE	DALLAS	75216
3515	THE WAY, THE TRUTH & THE LIGHT CHRISTIAN CHURCH	1702 DENLEY DR	DALLAS	75216
3516	OLIVER W HOLMES MIDDLE SCHOOL	2001 E KIEST	DALLAS	75216
3517	GOOD STREET BAPTIST CHURCH	3110 BONNIE VIEW RD	DALLAS	75216
3518	UNION MISSIONARY BAPT CHURCH	3410 S POLK ST	DALLAS	75224
3519	CLINTON P RUSSELL ELEM SCHOOL	3031 S BECKLEY AVE	DALLAS	75224
3520	CLINTON P RUSSELL ELEM SCHOOL	3031 S BECKLEY AVE	DALLAS	75224
3521	BOUDE STOREY MIDDLE SCHOOL	3000 MARYLAND AVE	DALLAS	75216
3522	BOUDE STOREY MIDDLE SCHOOL	3000 MARYLAND AVE	DALLAS	75216
3523	JOHN NEELY BRYAN ELEM SCHOOL	2001 DEEP PATH DR	DALLAS	75216
3524	JOHN NEELY BRYAN ELEM SCHOOL	2001 DEEP PATH DR	DALLAS	75216
3525	W W BUSHMAN ELEM SCHOOL	4200 BONNIE VIEW RD	DALLAS	75216
3526	GETHSEMANE BAPTIST CHURCH	4600 SOLAR LN	DALLAS	75216
3527	JOHN W CARPENTER ELEM SCHOOL	2601 ROSCA LN	DALLAS	75224
3528	CFNI STUDENT CENTER	444 FAWN RIDGE DR	DALLAS	75224
3529	SOUTH OAK CLIFF HIGH SCHOOL	3601 S MARSALIS AVE	DALLAS	75216
3530	CLARA OLIVER ELEM SCHOOL	4010 IDAHO AVE	DALLAS	75216
3531	LISBON ELEM SCHOOL	4203 S LANCASTER RD	DALLAS	75216
3532	FOUNTAIN OF LIVING WORD CHURCH	2543 E LEDBETTER DR	DALLAS	75216
3533	CUMMINGS ST REC CENTER	2900 CUMMINGS ST	DALLAS	75216
3534	THURGOOD REC CENTER	5150 MARK TRAIL WAY	DALLAS	75232
3535	WM HAWLEY ATWELL ACADEMY	1303 REYNOLDSTON ST	DALLAS	75232
3536	ADELLE TURNER ELEM SCHOOL	5505 S POLK ST	DALLAS	75232
3537	MARK TWAIN VANGUARD	724 GREEN COVE LN	DALLAS	75232
3538	T G TERRY ELEM SCHOOL	6661 GREENSPAN AVE	DALLAS	75232
3539	MARSALIS ELEM SCHOOL	5640 S MARSALIS AVE	DALLAS	75241
3540	ST LUKE PRESBYTERIAN CHURCH	5915 SINGING HILLS DR	DALLAS	75241
3541	R L THORNTON ELEM SCHOOL	6011 OLD OX RD	DALLAS	75241
3542	MAYNARD JACKSON VANGUARD	2929 STAG RD	DALLAS	75241
3543	J N ERVIN ELEM SCHOOL	3722 BLACK OAK DR	DALLAS	75241

Precinct	Location	Address	City	Zip
3544	RONALD E MCNAIR ELEM SCHOOL	3150 BAINBRIDGE AVE	DALLAS	75237
3545	DAVID W CARTER HIGH SCHOOL	1819 W WHEATLAND RD	DALLAS	75232
3546	UMPHREY LEE ELEM SCHOOL	7808 RACINE DR	DALLAS	75232
3547	MARTIN WEISS ELEM SCHOOL	8601 WILLOUGHBY BLVD	DALLAS	75232
3548	D A HULCY MIDDLE SCHOOL	9339 S POLK ST	DALLAS	75232
3549	SINGING HILLS REC CENTER	1909 CROUCH RD	DALLAS	75241
3550	CORNERSTONE TEMPLE BAPTIST CHURCH	2817 CHERRY VALLEY	DALLAS	75241
3551	TOMMIE ALLEN REC CENTER	7071 BONNIE VIEW DR	DALLAS	75241
3552	HIGHLAND HILLS UNITED METH CHURCH	3800 SIMPSON STUART RD	DALLAS	75241
3553	TOMMIE ALLEN REC CENTER	7071 BONNIE VIEW DR	DALLAS	75241
3554	CORNERSTONE TEMPLE BAPTIST CHURCH	2817 CHERRY VALLEY	DALLAS	75241
3555	D A HULCY MIDDLE SCHOOL	9339 S POLK ST	DALLAS	75232
3556	HUTCHINS COMMUNITY CTR	501 W HICKMAN ST	HUTCHINS	75141
3600	DESOTO TOWN CENTER LIBRARY	211 E PLEASANT RUN RD	DESOTO	75115
3601	DESOTO TOWN CENTER LIBRARY	211 E PLEASANT RUN RD	DESOTO	75115
3602	DESOTO TOWN CENTER LIBRARY	211 E PLEASANT RUN RD	DESOTO	75115
3603	DESOTO TOWN CENTER LIBRARY	211 E PLEASANT RUN RD	DESOTO	75115
3604	DESOTO TOWN CENTER LIBRARY	211 E PLEASANT RUN RD	DESOTO	75115
3605	DESOTO TOWN CENTER LIBRARY	211 E PLEASANT RUN RD	DESOTO	75115
3606	DESOTO TOWN CENTER LIBRARY	211 E PLEASANT RUN RD	DESOTO	75115
3607	DESOTO TOWN CENTER LIBRARY	211 E PLEASANT RUN RD	DESOTO	75115
3608	DESOTO TOWN CENTER LIBRARY	211 E PLEASANT RUN RD	DESOTO	75115
3609	DESOTO TOWN CENTER LIBRARY	211 E PLEASANT RUN RD	DESOTO	75115
3610	DESOTO TOWN CENTER LIBRARY	211 E PLEASANT RUN RD	DESOTO	75115
3611	DESOTO TOWN CENTER LIBRARY	211 E PLEASANT RUN RD	DESOTO	75115
3612	DESOTO TOWN CENTER LIBRARY	211 E PLEASANT RUN RD	DESOTO	75115
3613	DESOTO TOWN CENTER LIBRARY	211 E PLEASANT RUN RD	DESOTO	75115
3614	DESOTO TOWN CENTER LIBRARY	211 E PLEASANT RUN RD	DESOTO	75115
3615	DESOTO TOWN CENTER LIBRARY	211 E PLEASANT RUN RD	DESOTO	75115
3616	DESOTO TOWN CENTER LIBRARY	211 E PLEASANT RUN RD	DESOTO	75115
3617	DESOTO TOWN CENTER LIBRARY	211 E PLEASANT RUN RD	DESOTO	75115
3618	DESOTO TOWN CENTER LIBRARY	211 E PLEASANT RUN RD	DESOTO	75115
3619	DESOTO TOWN CENTER LIBRARY	211 E PLEASANT RUN RD	DESOTO	75115
3620	DESOTO TOWN CENTER LIBRARY	211 E PLEASANT RUN RD	DESOTO	75115
3700	GLENN HEIGHTS CITY HALL	1938 S HAMPTON RD	GLENN HEIGHTS	75154
3800	LANCASTER VETERANS MEMORIAL LIBRARY	1600 S VETERANS MEMORIAL PARKWAY	LANCASTER	75134
3801	LANCASTER VETERANS MEMORIAL LIBRARY	1600 S VETERANS MEMORIAL PARKWAY	LANCASTER	75134
3802	LANCASTER VETERANS MEMORIAL LIBRARY	1600 S VETERANS MEMORIAL PARKWAY	LANCASTER	75134
3803	LANCASTER VETERANS MEMORIAL LIBRARY	1600 S VETERANS MEMORIAL PARKWAY	LANCASTER	75134
3804	LANCASTER VETERANS MEMORIAL LIBRARY	1600 S VETERANS MEMORIAL PARKWAY	LANCASTER	75134
3805	LANCASTER VETERANS MEMORIAL LIBRARY	1600 S VETERANS MEMORIAL PARKWAY	LANCASTER	75134
3806	ELSIE ROBERTSON MIDDLE SCHOOL	822 W PLEASANT RUN	LANCASTER	75146
3807	ELSIE ROBERTSON MIDDLE SCHOOL	822 W PLEASANT RUN	LANCASTER	75146
3808	ELSIE ROBERTSON MIDDLE SCHOOL	822 W PLEASANT RUN	LANCASTER	75146

Precinct	Location	Address	City	Zip
3809	ELSIE ROBERTSON MIDDLE SCHOOL	822 W PLEASANT RUN	LANCASTER	75146
3810	ELSIE ROBERTSON MIDDLE SCHOOL	822 W PLEASANT RUN	LANCASTER	75146
3900	SEAGOVILLE CITY HALL	702 N HWY 175	SEAGOVILLE	75159
3901	SEAGOVILLE CITY HALL	702 N HWY 175	SEAGOVILLE	75159
3902	SEAGOVILLE CITY HALL	702 N HWY 175	SEAGOVILLE	75159
3903	WILMER COMMUNITY CENTER	101 DAVIDSON PLAZA	WILMER	75172
3904	HUTCHINS COMMUNITY CTR	501 W HICKMAN ST	HUTCHINS	75141
3905	HUTCHINS COMMUNITY CTR	501 W HICKMAN ST	HUTCHINS	75141
4100	BRAY ELEM SCHOOL	218 N BROAD ST	CEDAR HILL	75104
4101	BELT LINE INTERMEDIATE SCHOOL	504 E BELT LINE RD	CEDAR HILL	75104
4102	BELT LINE INTERMEDIATE SCHOOL	504 E BELT LINE RD	CEDAR HILL	75104
4103	BELT LINE INTERMEDIATE SCHOOL	504 E BELT LINE RD	CEDAR HILL	75104
4104	BRAY ELEM SCHOOL	218 N BROAD ST	CEDAR HILL	75104
4105	BELT LINE INTERMEDIATE SCHOOL	504 E BELT LINE RD	CEDAR HILL	75104
4106	BRAY ELEM SCHOOL	218 N BROAD ST	CEDAR HILL	75104
4107	BRAY ELEM SCHOOL	218 N BROAD ST	CEDAR HILL	75104
4108	BRAY ELEM SCHOOL	218 N BROAD ST	CEDAR HILL	75104
4109	BELT LINE INTERMEDIATE SCHOOL	504 E BELT LINE RD	CEDAR HILL	75104
4110	BELT LINE INTERMEDIATE SCHOOL	504 E BELT LINE RD	CEDAR HILL	75104
4200	BYRD MIDDLE SCHOOL	1040 W WHEATLAND RD	DUNCANVILLE	75116
4201	REED MIDDLE SCHOOL	530 E FREEMAN ST	DUNCANVILLE	75116
4202	REED MIDDLE SCHOOL	530 E FREEMAN ST	DUNCANVILLE	75116
4203	BYRD MIDDLE SCHOOL	1040 W WHEATLAND RD	DUNCANVILLE	75116
4204	REED MIDDLE SCHOOL	530 E FREEMAN ST	DUNCANVILLE	75116
4205	REED MIDDLE SCHOOL	530 E FREEMAN ST	DUNCANVILLE	75116
4206	BYRD MIDDLE SCHOOL	1040 W WHEATLAND RD	DUNCANVILLE	75116
4207	BYRD MIDDLE SCHOOL	1040 W WHEATLAND RD	DUNCANVILLE	75116
4208	REED MIDDLE SCHOOL	530 E FREEMAN ST	DUNCANVILLE	75116
4209	BYRD MIDDLE SCHOOL	1040 W WHEATLAND RD	DUNCANVILLE	75116
4210	FAIRMEADOWS ELEM SCHOOL	101 E FAIRMEADOWS DR	DUNCANVILLE	75116
4211	FAIRMEADOWS ELEM SCHOOL	101 E FAIRMEADOWS DR	DUNCANVILLE	75116
4212	FAIRMEADOWS ELEM SCHOOL	101 E FAIRMEADOWS DR	DUNCANVILLE	75116
4213	REED MIDDLE SCHOOL	530 E FREEMAN ST	DUNCANVILLE	75116
4300	COCKRELL HILL CITY HALL	4125 W CLARENDON DR	DALLAS	75211
4400	PARK IN THE WOODS REC CENTER	6801 MOUNTAIN CREEK PKWY	DALLAS	75249
4401	PARK IN THE WOODS REC CENTER	6801 MOUNTAIN CREEK PKWY	DALLAS	75249
4402	PARK IN THE WOODS REC CENTER	6801 MOUNTAIN CREEK PKWY	DALLAS	75249
4403	BILHARTZ ELEM SCHOOL - GYM	6700 WANDT DR	DALLAS	75236
4404	BILHARTZ ELEM SCHOOL - GYM	6700 WANDT DR	DALLAS	75236
4405	BILHARTZ ELEM SCHOOL - GYM	6700 WANDT DR	DALLAS	75236
4406	BILHARTZ ELEM SCHOOL - GYM	6700 WANDT DR	DALLAS	75236
4407	SAM RAYBURN ELEM SCHOOL	2800 REFORMA DR	GRAND PRAIRIE	75052
4408	NANCY JANE COCHRAN ELEM SCHOOL	6000 KEENELAND PKWY	DALLAS	75211
4409	BILHARTZ ELEM SCHOOL - GYM	6700 WANDT DR	DALLAS	75236

Precinct	Location	Address	City	Zip
4410	LESLIE STEMMONS ELEM SCHOOL	2727 KNOXVILLE ST	DALLAS	75211
4411	OAK CLIFF LUTHERAN CHURCH	2550 W ILLINOIS AVE	DALLAS	75233
4412	KIEST REC CENTER	3080 HAMPTON RD	DALLAS	75224
4413	KIEST REC CENTER	3080 HAMPTON RD	DALLAS	75224
4414	NANCY JANE COCHRAN ELEM SCHOOL	6000 KEENELAND PKWY	DALLAS	75211
4415	NANCY JANE COCHRAN ELEM SCHOOL	6000 KEENELAND PKWY	DALLAS	75211
4416	LAMAR ALTERNATIVE ED. CTR	2099 WALNUT ST	GRAND PRAIRIE	75050
4417	NANCY JANE COCHRAN ELEM SCHOOL	6000 KEENELAND PKWY	DALLAS	75211
4418	L O DONALD ELEM SCHOOL	1218 PHINNEY AVE	DALLAS	75211
4419	LELIA P COWART ELEM SCHOOL	1515 S RAVINIA DR	DALLAS	75211
4420	ELMWOOD UNITED METHODIST CHURCH	1220 NEWPORT AVE	DALLAS	75224
4421	ELMWOOD UNITED METHODIST CHURCH	1220 NEWPORT AVE	DALLAS	75224
4422	ARCADIA PARK ELEM SCHOOL	1300 N JUSTIN AVE	DALLAS	75211
4423	ANSON JONES ELEM SCHOOL	3901 MEREDITH AVE	DALLAS	75211
4424	GEORGE PEABODY ELEM SCHOOL	3101 RAYDELL PL	DALLAS	75211
4425	LIDA HOOE ELEM SCHOOL	2419 GLADSTONE	DALLAS	75211
4426	WINNETKA ELEM SCHOOL	1115 S EDGEFIELD AVE	DALLAS	75208
4427	JOHN F. PEELER ELEM SCHOOL	810 S LLEWELLYN AVE	DALLAS	75208
4428	DALLAS CO SUB-COURTHOUSE	410 S BECKLEY AVE	DALLAS	75203
4429	DALLAS CO SUB-COURTHOUSE	410 S BECKLEY AVE	DALLAS	75203
4430	JEFFERSON BLVD CHURCH OF CHRIST	2442 W JEFFERSON BLVD	DALLAS	75211
4431	SUNSET HIGH SCHOOL	2120 W JEFFERSON BLVD	DALLAS	75208
4432	JOHN H REAGAN SCHOOL	201 N ADAMS AVE	DALLAS	75208
4433	STEVENS PARK ELEM SCHOOL	2615 COLORADO BLVD	DALLAS	75211
4434	ROSEMONT ELEM SCHOOL	719 N MONTECLAIR AVE	DALLAS	75208
4435	KIDD SPRINGS REC CENTER	711 W CANTY ST	DALLAS	75208
4436	KESSLER PARK METH CHURCH	1215 TURNER AVE	DALLAS	75208
4437	KIDD SPRINGS REC CENTER	711 W CANTY ST	DALLAS	75208
4438	ELADIO R MARTINEZ LEARNING CTR	4500 BERNAL DR	DALLAS	75212
4439	SIDNEY LANIER ELEM SCHOOL	1400 WALMSLEY AVE	DALLAS	75208
4440	SIDNEY LANIER ELEM SCHOOL	1400 WALMSLEY AVE	DALLAS	75208
4441	ANITA MARTINEZ REC CENTER	3212 WINNETKA AVE	DALLAS	75212
4442	ANITA MARTINEZ REC CENTER	3212 WINNETKA AVE	DALLAS	75212
4443	GRAUWYLER REC CENTER	7780 HARRY HINES BLVD	DALLAS	75235
4444	BACHMAN THER REC CENTER	2750 BACHMAN DR	DALLAS	75220
4445	BACHMAN THER REC CENTER	2750 BACHMAN DR	DALLAS	75220
4446	BILHARTZ ELEM SCHOOL - GYM	6700 WANDT DR	DALLAS	75236
4447	BILHARTZ ELEM SCHOOL - GYM	6700 WANDT DR	DALLAS	75236
4448	CIMARRON RECREATION CENTER	201 RED RIVER TRL	IRVING	75063
4500	BRAY ELEM SCHOOL	218 N BROAD ST	CEDAR HILL	75104
4501	TRUMAN MIDDLE SCHOOL	1501 COFFEYVILLE TRL	GRAND PRAIRIE	75052
4502	TRUMAN MIDDLE SCHOOL	1501 COFFEYVILLE TRL	GRAND PRAIRIE	75052
4503	GARNER ELEM SCHOOL -GPISD	145 W POLO RD	GRAND PRAIRIE	75052
4504	JOHNSON (LBJ) ELEM SCHOOL -GPISD	650 STONEWALL DR	GRAND PRAIRIE	75052

Precinct	Location	Address	City	Zip
4505	ZAVALA ELEM SCHOOL	3501 MARK DR	GRAND PRAIRIE	75052
4506	ZAVALA ELEM SCHOOL	3501 MARK DR	GRAND PRAIRIE	75052
4507	SAM RAYBURN ELEM SCHOOL	2800 REFORMA DR	GRAND PRAIRIE	75052
4508	JOHNSON (LBJ) ELEM SCHOOL -GPISD	650 STONEWALL DR	GRAND PRAIRIE	75052
4509	SAM RAYBURN ELEM SCHOOL	2800 REFORMA DR	GRAND PRAIRIE	75052
4510	DANIELS ACADEMY	801 SW 19TH ST	GRAND PRAIRIE	75051
4511	BEN MILAM ELEM SCHOOL - GPISD	2030 PROCTOR DRIVE	GRAND PRAIRIE	75051
4512	BONHAM ELEM SCHOOL	1301 E CORAL WAY	GRAND PRAIRIE	75051
4513	BONHAM ELEM SCHOOL	1301 E CORAL WAY	GRAND PRAIRIE	75051
4514	JAMES BOWIE ELEM SCHOOL -GPISD	425 ALICE DR	GRAND PRAIRIE	75051
4515	CHARLEY TAYLOR REC CENTER	601 E GRAND PRAIRIE RD	GRAND PRAIRIE	75051
4516	HOUSTON ELEM SCHOOL -GPISD	1502 COLLEGE ST	GRAND PRAIRIE	75050
4517	CROSS WINDS HIGH SCHOOL	1100 N CARRIER PARKWAY	GRAND PRAIRIE	75050
4518	TRAVIS ELEM SCHOOL	525 NE 15TH ST	GRAND PRAIRIE	75050
4519	LAMAR ALTERNATIVE ED. CTR	2099 WALNUT ST	GRAND PRAIRIE	75050
4520	EISENHOWER ELEM SCHOOL	2102 N CARRIER PKWY	GRAND PRAIRIE	75050
4521	EISENHOWER ELEM SCHOOL	2102 N CARRIER PKWY	GRAND PRAIRIE	75050
4522	TRAVIS ELEM SCHOOL	525 NE 15TH ST	GRAND PRAIRIE	75050
4523	LAMAR ALTERNATIVE ED. CTR	2099 WALNUT ST	GRAND PRAIRIE	75050
4524	LAMAR ALTERNATIVE ED. CTR	2099 WALNUT ST	GRAND PRAIRIE	75050
4525	GRAND PRAIRIE FIRE STATION NO.8	3017 ROY ORR BLVD	GRAND PRAIRIE	75050
4526	GARNER ELEM SCHOOL -GPISD	145 W POLO RD	GRAND PRAIRIE	75052
4527	GRAND PRAIRIE FIRE STATION NO.8	3017 ROY ORR BLVD	GRAND PRAIRIE	75050
4528	GARNER ELEM SCHOOL -GPISD	145 W POLO RD	GRAND PRAIRIE	75052
4600	SALLY B ELLIOT ELEM SCHOOL	1900 S DRY RD	IRVING	75060
4601	SALLY B ELLIOT ELEM SCHOOL	1900 S DRY RD	IRVING	75060
4602	LEE BRITAIN ELEM SCHOOL	631 EDMONDSON DR	IRVING	75060
4603	LEE BRITAIN ELEM SCHOOL	631 EDMONDSON DR	IRVING	75060
4604	LEE BRITAIN ELEM SCHOOL	631 EDMONDSON DR	IRVING	75060
4605	OTIS BROWN ELEM SCHOOL	2501 W TENTH ST	IRVING	75060
4606	OTIS BROWN ELEM SCHOOL	2501 W TENTH ST	IRVING	75060
4607	LEE BRITAIN ELEM SCHOOL	631 EDMONDSON DR	IRVING	75060
4608	J R GOOD ELEM SCHOOL	1200 E UNION BOWER RD	IRVING	75061
4609	J O DAVIS ELEM SCHOOL	310 DAVIS ST	IRVING	75061
4610	J O DAVIS ELEM SCHOOL	310 DAVIS ST	IRVING	75061
4611	L B BARTON ELEM SCHOOL	2931 CONFLANS RD	IRVING	75061
4612	IRVING HIGH SCHOOL	900 N O'CONNOR RD	IRVING	75061
4613	IRVING HIGH SCHOOL	900 N O'CONNOR RD	IRVING	75061
4614	IRVING HIGH SCHOOL	900 N O'CONNOR RD	IRVING	75061
4615	IRVING HIGH SCHOOL	900 N O'CONNOR RD	IRVING	75061
4616	J R GOOD ELEM SCHOOL	1200 E UNION BOWER RD	IRVING	75061
4617	J R GOOD ELEM SCHOOL	1200 E UNION BOWER RD	IRVING	75061
4618	L B BARTON ELEM SCHOOL	2931 CONFLANS RD	IRVING	75061
4619	IRVING HIGH SCHOOL	900 N O'CONNOR RD	IRVING	75061

Precinct	Location	Address	City	Zip
4620	J R GOOD ELEM SCHOOL	1200 E UNION BOWER RD	IRVING	75061
4621	THOMAS HALEY ELEM SCHOOL	3601 CHEYENNE ST	IRVING	75062
4622	THOMAS HALEY ELEM SCHOOL	3601 CHEYENNE ST	IRVING	75062
4623	THOMAS HALEY ELEM SCHOOL	3601 CHEYENNE ST	IRVING	75062
4624	A S JOHNSTON ELEM SCHOOL	2801 RUTGERS DR	IRVING	75062
4625	A S JOHNSTON ELEM SCHOOL	2801 RUTGERS DR	IRVING	75062
4626	MACARTHUR HIGH SCHOOL	3700 N MACARTHUR BLVD	IRVING	75062
4627	IRVING FIRE STATION # 8	650 E LAS COLINAS BLVD	IRVING	75039
4628	IRVING FIRE STATION # 8	650 E LAS COLINAS BLVD	IRVING	75039
4629	IRVING FIRE STATION # 8	650 E LAS COLINAS BLVD	IRVING	75039
4630	THOMAS HALEY ELEM SCHOOL	3601 CHEYENNE ST	IRVING	75062
4631	A S JOHNSTON ELEM SCHOOL	2801 RUTGERS DR	IRVING	75062
4632	MACARTHUR HIGH SCHOOL	3700 N MACARTHUR BLVD	IRVING	75062
4633	MACARTHUR HIGH SCHOOL	3700 N MACARTHUR BLVD	IRVING	75062
4634	THOMAS HALEY ELEM SCHOOL	3601 CHEYENNE ST	IRVING	75062
4635	MACARTHUR HIGH SCHOOL	3700 N MACARTHUR BLVD	IRVING	75062
4636	MACARTHUR HIGH SCHOOL	3700 N MACARTHUR BLVD	IRVING	75062
4637	MUSTANG PARK REC CENTER	2223 KINWEST PARKWAY	IRVING	75063
4638	THOMAS HALEY ELEM SCHOOL	3601 CHEYENNE ST	IRVING	75062
4639	MUSTANG PARK REC CENTER	2223 KINWEST PARKWAY	IRVING	75063
4640	MUSTANG PARK REC CENTER	2223 KINWEST PARKWAY	IRVING	75063
4641	THOMAS HALEY ELEM SCHOOL	3601 CHEYENNE ST	IRVING	75062
4642	CIMARRON RECREATION CENTER	201 RED RIVER TRL	IRVING	75063
4643	CIMARRON RECREATION CENTER	201 RED RIVER TRL	IRVING	75063
4644	CIMARRON RECREATION CENTER	201 RED RIVER TRL	IRVING	75063
4645	GRAND PRAIRIE FIRE STATION NO.8	3017 ROY ORR BLVD	GRAND PRAIRIE	75050
4646	MACARTHUR HIGH SCHOOL	3700 N MACARTHUR BLVD	IRVING	75062
4647	A S JOHNSTON ELEM SCHOOL	2801 RUTGERS DR	IRVING	75062
4648	MACARTHUR HIGH SCHOOL	3700 N MACARTHUR BLVD	IRVING	75062
4649	MACARTHUR HIGH SCHOOL	3700 N MACARTHUR BLVD	IRVING	75062
4650	MUSTANG PARK REC CENTER	2223 KINWEST PARKWAY	IRVING	75063
4651	CIMARRON RECREATION CENTER	201 RED RIVER TRL	IRVING	75063
4700	COPELL TOWN CENTER	255 PARKWAY BLVD	COPELL	75019
4701	COPELL TOWN CENTER	255 PARKWAY BLVD	COPELL	75019
4702	COPELL TOWN CENTER	255 PARKWAY BLVD	COPELL	75019
4703	COPELL TOWN CENTER	255 PARKWAY BLVD	COPELL	75019
4704	COPELL TOWN CENTER	255 PARKWAY BLVD	COPELL	75019
4705	COPELL TOWN CENTER	255 PARKWAY BLVD	COPELL	75019
4706	COPELL TOWN CENTER	255 PARKWAY BLVD	COPELL	75019
4707	COPELL TOWN CENTER	255 PARKWAY BLVD	COPELL	75019
4708	COPELL TOWN CENTER	255 PARKWAY BLVD	COPELL	75019
4709	COPELL TOWN CENTER	255 PARKWAY BLVD	COPELL	75019
4710	COPELL TOWN CENTER	255 PARKWAY BLVD	COPELL	75019

# Attachment “C”

Unavailable at this time

Please contact Brylon Franklin at  
214-819-6332 for any information  
concerning your Election Day Judges.

**ATTACHMENT D**  
**DATES AND TIMES OF EARLY VOTING FOR THE JOINT**  
**ELECTION TO BE HELD ON SATURDAY, MAY 14, 2011**  
**Fechas y horarios de votación adelantada para la elección**  
**conjunta que se celebrará el sábado, 14 de mayo 2011**

01	ADDISON FIRE STATION #1	4798 AIRPORT PKWY	ADDISON	75001
02	AUDELIA ROAD LIBRARY	10045 AUDELIA ROAD	DALLAS	75238
03	BALCH SPRINGS CITY HALL	3117 HICKORY TREE	BALCH SPRINGS	75180
04	CARROLLTON/FR BR ISD ADM	1445 N PERRY ROAD	CARROLLTON	75006
05	CEDAR HILL GOVERNMENT CTR	285 UPTOWN BLVD	CEDAR HILL	75104
06	CHURCHILL REC CENTER	(CLOSING FOR REMODEL 3/28/11)	DALLAS	75230
07	COCKRELL HILL CITY HALL	4125 W CLARENDON	DALLAS	75211
08	COPPELL TOWN CENTER	255 PARKWAY BLVD	COPPELL	75019
09	CROSSWINDS HIGH SCHOOL	1100 N CARRIER PKWY	GRAND PRAIRIE	75050
10	DALLAS CITY HALL	1500 MARILLA STREET	DALLAS	75201
11	DISD ADMINISTRATION BLDG	3700 ROSS AVE	DALLAS	75204
12	DESOTO TOWN CENTER LIBRARY	211 E PLEASANT RUN	DESOTO	75115
13	DUNCANVILLE LIBRARY	201 JAMES COLLINS	DUNCANVILLE	75116
14	FARMERS BRANCH CITY HALL	13000 WILLIAM DODSON	FARMERS BR	75234
15	FRANKFORD TOWNHOMES	18110 MARSH LANE	DALLAS	75287
16	FRETZ PARK REC CTR	(CLOSING FOR REMODEL 4/11/11)		
17	GARLAND CITY HALL	200 N FIFTH	GARLAND	75040
18	GARLAND ISD STUDENT SVCS CTR.	720 STADIUM DRIVE	GARLAND	75040
19	GARNER ELEMENTARY	145 POLO ROAD	GRAND PRAIRIE	75052
20	GRAUWYLER PARK REC CTR	7780 HARRY HINES BLVD	DALLAS	75235
21	HARRY STONE REC CTR	2403 MILLMAER DRIVE	DALLAS	75228
22	HEBRON & JOSEY LIBRARY	4220 N JOSEY LANE	CARROLLTON	75010
23	HIGHLAND HILLS LIBRARY	3624 SIMPSON STUART	DALLAS	75241
24	HUTCHINS CITY HALL	321 N. MAIN ST	HUTCHINS	75141
25	IRVING ARTS CENTER	3333 N MACARTHUR	IRVING	75062
26	IRVING CITY HALL	825 W IRVING BLVD	IRVING	75060
27	JOSEY RANCH LIBRARY	1700 KELLER SPRINGS	CARROLLTON	75006

28	LAKESIDE ACTIVITY CENTER	101 HOLLEY PARK DR	MESQUITE	75149
29	LANCASTER VET. MEMO. LIBRARY	1600 VETERANS MEMORIAL PKWY	LANCASTER	75134
30	MARSH LANE BAPTIST CHURCH	10716 MARSH LANE	DALLAS	75229
31	MARTIN LUTHER KING CORE BLDG	2922 MLK BLVD	DALLAS	75215
32	MARTIN WEISS REC CTR	1111 MARTINDELL	DALLAS	75211
33	MOUNTAIN CREEK LIBRARY	6102 MOUNTAIN CREEK PKWY	DALLAS	75249
34	OAK CLIFF SUB COURTHOUSE	410 S BECKLEY	DALLAS	75203
35	OUR REDEEMER LUTHERAN CHURCH	7611 PARK LANE	DALLAS	75225
36	PLEASANT OAKS REC CENTER	8701 GREENMOUND	DALLAS	75227
37	RECORDS BUILDING	509 MAIN STREET	DALLAS	75202
38	RENNER-FRANKFORD LIBRARY	6400 FRANKFORD ROAD	DALLAS	75252
39	REVERCHON REC CTR	3505 MAPLE AVENUE	DALLAS	75219
40	RICHARDSON CIVIC CENTER	411 W ARAPAHO ROAD	RICHARDSON	75080
41	RICHARDSON ISD ADMIN BLDG	400 S GREENVILLE AVE	RICHARDSON	75081
42	ROWLETT CITY HALL ANNEX	4004 MAIN STREET	ROWLETT	75088
43	SACHSE CITY HALL	3815-B SACHSE ROAD	SACHSE	75048
44	SEAGOVILLE CITY HALL	702 N. HWY 175	SEAGOVILLE	75159
45	SOUTH OAK CLIFF HIGH SCHOOL	3601 S. MARSALIS	DALLAS	75216
46	ST LUKE COMMUNITY LIFE CTR	6211 EAST GRAND AVENUE	DALLAS	75223
47	SUNNYVALE TOWN HALL	127 N COLLINS ROAD	SUNNYVALE	75182
48	VALLEY RANCH LIBRARY	401 CIMARRON TRAIL	IRVING	75063
49	VETERANS ADMIN MEDICAL CTR	4500 S LANCASTER ROAD	DALLAS	75216
50	WEST DALLAS MULTIPURPOSE	2828 FISHTRAP	DALLAS	75212
51	WILMER COMMUNITY CENTER	101 DAVIDSON PLAZA	WILMER	75172

**DATES AND TIMES OF EARLY VOTING**  
**FECHAS Y HORARIOS DE VOTACIÓN ADELANTADA**

May 02 (MONDAY THROUGH FRIDAY) May 06

2 de mayo (lunes a viernes) 6 de mayo

May 07 (SATURDAY)

7 de mayo (sábado)

May 08 (SUNDAY)

8 de mayo (domingo)

May 09 (MONDAY AND TUESDAY) May 10

9 de mayo (lunes y martes) 10 de mayo

8 AM TO 5 PM

8 a 5 p

8 AM TO 5 PM

8 a 5 p

1 PM TO 6 PM

1 p 6 p

7 AM TO 7 PM

7 a 7 p

**TEMPORARY BRANCH LOCATION**

**HIGHLAND PARK ISD ADMIN BLDG. 7015 WESTCHESTER DR. HIGHLAND PARK 75205**  
**May 2(Monday through Friday) May 6 8am to 4:30pm**  
**2 de mayo (lunes a viernes) 6 de mayo 8 a 4:30 p**  
**May 09 (Monday and Tuesday) May 10 7am to 7pm**  
**9 de mayo (lunes y martes) 10 de mayo 7 a 7 p**

**SUNNYVALE ISD MOBILE VOTING DATES AND LOCATIONS**

**TUESDAY, MAY 3, 2011 - 6:00PM TO 9:00PM**

**SUNNYVALE ELEMENTARY SCHOOL 417 E. TRIPP RD SUNNYVALE 75182**

**FRIDAY, MAY 6, 2011 – 6:00PM TO 9:00PM**

**SUNNYVALE ELEMENTARY SCHOOL 417 E. TRIPP RD SUNNYVALE 75182**

**MONDAY, MAY 9, 2011 – 6:00PM TO 9:00PM**

**SUNNYVALE MIDDLE SCHOOL 216 COLLINS RD SUNNYVALE 75182**

**RICHARDSON ISD MOBILE VOTING DATES AND LOCATIONS**

**TUESDAY, MAY 3, 2011 – 4:00PM TO 9:00PM**

**RICHARDSON HIGH SCHOOL 1250 W BELTLINE RD RICHARDSON 75080**

**THURSDAY, MAY 5, 2011 – 4:00PM TO 9:00PM**

**JJ PEARCE HIGH SCHOOL 1600 N COIT RD RICHARDSON 75080**

**MONDAY, MAY 9, 2011 – 4:00PM TO 9:00PM**

**LV BERKNER HIGH SCHOOL 1600 E SPRING VALLEY RD RICHARDSON 75081**

**TUESDAY, MAY 10, 2011 – 4:00PM TO 9:00PM**

**LAKE HIGHLANDS HIGH SCHOOL 9449 CHURCH RD DALLAS 75238**

# Attachment “E”

Unavailable at this time

Please contact Jana Onyon at  
214-819-6372 for any information.

ATTACHMENT "F"

Returns of Elections \*\*\*Tentative subject to change as of; 2/17/11\*\*\*

6.8

The May 14, 2011 Joint Election Participants in accordance with Sections 127.003, 127.004, of the Texas Election Code, hereby appoint the following individuals as possible tabulating personnel:

Tabulating Supervisor: Jana Onyon

Assistants to the Supervisor:

Marci	Adams	Annette	Curry	Tammie	Johnson	Jason	Raines
Maryon	Adams	Kathy	Daniels	Vickie	Johnson	Brandi	Ramsey
Windal	Adams	Darnisha	Dixon	JoAnn	Jones	Brianna	Ramsey
Casey	Aday	Mark	Dunn	Ty	Keller	Evelyn	Ramsey
Max	Allen	Shannon	Durham	Austin	Kelley	Katrina	Randolph
Kevin	Anderson	Pamela	Durrough	Natasha	Kelly	Stephen	Randolph
Kenneth	Andrews	Andranette	Edwards	Chris	Kennedy	Tedeshia	Randolph
Paula	Andrews	Robin	Ellis	Donald	Kennedy	Patricia	Ransom
Terrance	Andrews	Corey	English	Staci	Kennedy	Lisa	Rasbury
Phillip	Anthony	Daniel	Escamilla	Effie	Lee	Angela	Ratcliff
Audrea	Ashe	Rebecca	Faris	Nichole	Lewis	Allen	Reeves
Roy	Ashe	Yulonda	Fletcher	Valorie	Lewis	Erika	Reyna
Latrenia	Banks	Barbara	Fluker	Anesia	Long	Octavia	Reynolds
Maxine	Banks	Maudine	Fox	Sarah	Long	Teresa	Reynolds
Brenda	Barron	Lisa	Franco	Roderick	Lynn	Angela	Richardson
Gary	Bean	Darrell	Frederick	Paul	Lyons	Charlotte	Richardson
Cathy	Billington	Esmerelda	Garcia	Cytyler	Manuel	Eva	Richardson
David	Billington	Priscilla	Gillaspie	Andrew	Marsh	Jessie	Richardson
Cedric	Black	Vickie	Glasco	Linda	Mason	Lisa	Riddle
Chantel	Blackmon	Rebecca	Hall	Tom	Mason	Christopher	Risby
Christopher	Bloomer	Garland	Hampton	Latonya	Matthews	Jermaine	Risby
Patrick	Blue	Stacie	Hargraves	Cynthia	McDonald	Chevon	Ross
John	Bodino	Zoe	Harland	Joshua	McDonald	Annette	Sanders
Lori Ann	Bodino	Beverly	Harrison	LaShall	McDonald-Jones	Eric	Sanders
John	Boleware	Latrenia	Harvey	Erin	Medlin	Pearl	Sanders
Vonda	Boleware	Andrenette	Hayes	Simone	Mickens	Lonna	Schuurman
Miranda	Bond	Janet	Hayes	Tramone	Mickens	Jan	Shaw
Seaira	Brackins	Rusty	Henry	Reginald	Mickens Jr.	Jessica	Shaw
Susan	Bradley	Vickie	Henry	Reginald	Mickens Sr.	Kellye	Sherbet
George	Bryant	Allison	Henson	Anneathia	Miller	Ruthie	Simpkins
Joyce	Bryant	Cindel	Henson	Christie	Mize	Allen	Smith
Andra	Bynum	Charles	Hill	Robert	Montique	Angelina	Smith
Melissa	Bynum	Kelly	Hughes	Rosa	Muckle	Beatrice	Smith
Steven	Cartwright	Chloe	Hunter	Denise	Munoz	Christopher	Smith
Debra	Chambers	Kerwin	Hunter	Artiz	Murray	Kenneth	Smith
Donna	Chatman	Oneyka	Ingram	Clinton	Murray	Latauria	Smith
Alex	Clark	Paul	Ingram	Elaine	Murray	Tamara	Smith
Becky	Clayton	Charles	Jackson	Paul	Murray	Jessica	Staples
Beth	Clayton	Greg	Jackson	Sharron	Murray	Alice	Sweet
Carol	Clayton	LeTaurus	Jackson	James	Nichols	Landon	Taliaferro
Elaine	Clayton	Tammie	Jefferson	Olga	Ortiz	Cheryl	Taylor
Scott	Clayton	Teresa	Jeffrie	Dorothy	Patterson	Bertriam	Thomas
Shane	Clayton	Christopher	Johnson	Dralon	Patterson	Clerenda	Thomas
John	Cody	Jeffery	Johnson	Marc	Patton	David	Thomas
Melinda	Cody	Katherine	Johnson	Molly	Patton	Eddie	Thomas
Trevor	Coleman	Louis	Johnson	Antoinette	Phillips	Kiana	Thomas
Monica	Coumpy	Marilyn	Johnson	Charles A.	Poole	Pam	Thompson
Demaurier	Cox	Mary	Johnson	Krystal	Poplar	Cheryl	Turner
Frederick	Cox Sr.	Sherri	Johnson	Valorie	Punch	Henrietta	Ugokwe
Andrew	Cruz	Steve	Johnson	Tamir	Ragsdale	Adrianna	Villanueva

**ATTACHMENT "F"**

Returns of Elections \*\*\*Tentative subject to change as of; 2/17/11\*\*\*

6.8

The May 14, 2011 Joint Election Participants in accordance with Sections 127.003, 127.004, of the Texas Election Code, hereby appoint the following individuals as possible tabulating personnel:

Tabulating Supervisor: Jana Onyon

Assistants to the Supervisor:

Lee	Ward
Joanna	Washington
Veronica	Washington
Velicia	Watts
Lottie	Wilder
Cody	Williams
Dylan	Williams
Kalli	Williams
Sheldon	Williams
C'Mon	Wingo
Britanny	Woods
Kim	Woods

**LANCASTER CITY COUNCIL**  
Agenda Communication for  
February 28, 2011

**4**

AG11-004

**Consider a resolution of the City Council of the City of Lancaster, Texas, awarding the Request for Proposal [RFP 2011-21] to Bickerstaff Heath Delgado Acosta LLP for Council redistricting services and approving the terms and conditions of an agreement by and between the City of Lancaster and Bickerstaff Heath Delgado Acosta LLP for said services in an amount not to exceed \$32,600; authorizing the City Manager to execute said agreement; providing a repealing clause; providing a severability clause; and providing an effective date.**

**This request supports the City Council 2010-2011 Policy Agenda.**

**Goal 1: Financially Sustainable City Government**

**Background**

There were no questions from Council regarding the proposals for redistricting services at the February 21, 2011 work session.

At the November 15, 2010 work session, Council discussed the redistricting process and directed staff to solicit proposals for redistricting services. Redistricting is the process of changing electoral district and constituency boundaries, usually in response to census results. Lancaster has experienced significant growth since the last census. We anticipate that it will be necessary to redraw council district boundaries to account for population changes outlined in the data to be received from the United States Census Bureau in March 2011.

In December 2010, staff issued a request for proposal (RFP) soliciting responses for redistricting services. Proposals were issued to encompass the potential changes in voting districts upon release of the 2010 census data.

The following criteria were used in the RFP:

- An initial assessment of the current six districts to determine if redistricting services are required.
- Districts should be redrawn using the 2010 United States Census population figures for the City of Lancaster.

- There should be even distribution of population among the six areas that does not exceed ten percent (10) difference between the number of residents in the smallest district and the number of residents in the largest district.
- Natural and recognizable boundaries (streets, waterways, etc.) should be used whenever possible (this method is preferred).
- Census tracts and Census blocks may be used to draw district lines, where appropriate.
- Anticipated future growth may be considered including pending annexation. The first area to be annexed will take place in November 2011.
- Data collected must be analyzed and prepared in written form for review by City officials.
- Redistricting process must be performed by individuals trained in conducting redistricting in an unbiased manner.
- Final results must be prepared and presented in report form with an estimated amount for an initial analysis to determine if there is a need to redistrict and an estimated amount for the process if it is deemed necessary.
- Firm must schedule at least one (1) public hearing to present options to the Citizens. This must be done after the first work session and prior to Council approval.
- Final report must be prepared and presented to City Council no later than January 31, 2012.
- Firm must work with and coordinate with the US Census Bureau, if necessary, to minimize any under count of persons in the City.
- Firm must provide an analysis of the existing Council Districts and determine potential changes.
- Firm must be responsible for preparing, developing, recommending and presenting redistricting plans for City Council discussion and consideration.
- Firm must submit adopted redistricting plans to the Texas Secretary of State and the United States Department of justice for approval.

### **Considerations**

- **Operational** – Proposals were received from four firms:

Lafferty & Slayton, PLLC  
Bojorquez Law Firm  
Knight and Partners  
Bickerstaff Heath Delgado Acosta, LLP

The proposal submitted by Knight and Partners did not follow submission instructions. Staff evaluated the proposals, scoring on criteria including: understanding of the scope of the project, approach to the project, assigned personnel, projected timeline, adherence to submission instructions, previous redistricting experience, and price. The firm of Lafferty & Slayton has no redistricting experience.

- **Legal** – Single member district boundaries will likely be impacted due to population growth since the last census. Following United States Supreme Court cases of the 1960's, it was ruled that single member districts must contain roughly equal populations.

The proposal was processed in accordance with all local and state purchasing statutes. Four proposals were received. One of the respondents was M/WBE certified. Bickerstaff is a HUB vendor certified by the State of Texas. The draft agreement for redistricting services has been reviewed by the City Attorney.

- **Financial** – Prices quoted for redistricting services are:

Lafferty & Slayton, PLLC	\$21,735 + \$1,500 for court reporter
Bojorquez Law Firm	\$28,000 to \$32,000
Knight and Partners	\$22,500
Bickerstaff Heath Delgado Acosta, LLP	\$32,600

Bickerstaff included all expenses in their quote. The quote from Bojorquez Law firm did not include expenses and Knight and Partners did not include travel or expenses. Finally, the quote from Lafferty & Slayton included travel, other expenses and proposed an additional \$1,500 for a court reporter.

Costs for redistricting services were not budgeted. Staff anticipates sufficient savings in 01-0446-05-00 [legal services] due to reduced City Attorney meeting attendance and other legal expenses to cover the redistricting cost.

- **Public Information** – Request for proposals were advertised on December 21 & 29, 2010 on the City's e-procurement system, Demandstar, and on the State of Texas website. Responses were due on January 21, 2011.

### **Options/Alternatives**

1. City Council may approve the resolution as presented.
2. City Council may deny the resolution and direct staff.

### **Recommendation**

Comprehensive redistricting services is a complex project, melding both applicable legal knowledge and sophisticated technology applications to produce viable district configurations for Council's review, followed by submission of the adopted redistricting plan to the Department of Justice.

Staff recommends Bickerstaff Heath Delgado Acosta, LLP for redistricting services. Bickerstaff has extensive experience in redistricting services throughout the state and strong technical capability specifically designed for redistricting. Bickerstaff is skilled in preclearance submissions and, if needed, response to the Department of Justice. Although higher in total price, Bickerstaff's detailed summary of expenses was comprehensive for the scope of the project. Bickerstaff is able to meet the City's timeline objectives.

**Attachments**

- Resolution
- Agreement Bickerstaff Heath Delgado Acosta, LLP

**Prepared and submitted by:**  
Dolle K. Downe, City Secretary  
Dawn Berry, Purchasing Agent

**Date:** February 22, 2011

**RESOLUTION NO. 2011-02-13**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, AWARDING THE REQUEST FOR PROPOSAL (RFP 2011-21) TO BICKERSTAFF HEATH DELGADO ACOSTA LLP FOR COUNCIL REDISTRICTING SERVICES AND APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN THE CITY OF LANCASTER AND BICKERSTAFF HEATH DELGADO ACOSTA LLP FOR SAID SERVICES IN AN AMOUNT NOT TO EXCEED \$32,600; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; PROVIDING A REPEALING CLAUSE, PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the United States Census Bureau is required by the constitution to count every resident in the United States every ten years and deliver such information to the states; and

**WHEREAS**, following receipt of Census information, it may be necessary to adjust electoral districts to account for population shifts, to ensure that single member districts contain roughly equal populations; and

**WHEREAS**, City Council requested staff to formally seek proposals from vendors to assist with redistricting services for single member districts in the City of Lancaster; and

**WHEREAS**, City Council desires Bickerstaff Heath Delgado Acosta LLP to provide redistricting services for the City of Lancaster;

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

**Section 1.** City Council hereby awards the Request for Proposal for redistricting services as described in RFP 2011-21 to Bickerstaff Heath Delgado Acosta LLP in an amount not to exceed thirty-two thousand six hundred dollars and no cents (\$32,600.00) and authorizes the City Manager to execute an agreement, which is attached hereto and incorporated herein by reference as Exhibit "A".

**Section 2.** Any prior resolution of the City Council in conflict with the provisions contained in this resolution is hereby repealed and revoked.

**Section 3.** Should any part of this resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared to be severable.

**Section 4.** This resolution shall take effect immediately from and after its passage, and it is duly resolved.

**DULY PASSED AND APPROVED** by the City Council of the City of Lancaster, Texas, on this the 28<sup>th</sup> day of February 2011.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Dolle K. Downe, City Secretary

\_\_\_\_\_  
Marcus E. Knight, Mayor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Robert E. Hager, City Attorney

**City of Lancaster, Texas**  
**Standard Professional Services Agreement**

This Agreement is made by and between the City of Lancaster, Texas, a home-rule municipality (hereinafter referred to as the "Owner") and Bickerstaff Heath Delgado Acosta LLP, (hereinafter referred to as the "Consultant") for Redistricting Services (Bid 2011-21), (hereinafter referred to as the "Project"), the Owner and the Consultant hereby agree as follows:

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**ARTICLE I: CONTRACT & CONTRACT DOCUMENTS**

**1.1 THE CONTRACT**

The Contract between the Owner and the Consultant, of which this Agreement is a part, consists of the Contract Documents. It shall be effective on the date this Agreement is executed by the last party to execute it.

**1.2. THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, the Request for Proposal, Requirements and Instructions, specifications, terms and conditions, attachments, maps, drawings, scope of service, time line, all amendments issued hereafter, any other amendments hereto executed by the parties hereafter, together with the following (if any): None

Documents not enumerated in Paragraph 1.2 are not Contract Documents and do not form part of this Contract.

**ARTICLE 2: RECITALS**

- 2.1 The City desires to have the Consultant develop a redistricting plan ("PLAN") and provide necessary services to develop the same ("PROJECT"); and
- 2.2 The Consultant has the knowledge, ability and expertise to provide such services; and
- 2.3 The City desires to engage the services of Consultant, as an independent Consultant and not as an employee, to provide services as set forth herein and in Exhibit A: Scope of Services and Exhibit B: Time Line/Milestone which is attached hereto and incorporated herein.

**ARTICLE 3: TERM / TERMINATION**

**3.1 TERM**

The term of this Agreement shall begin on the date of its execution by all Parties. This Agreement shall continue until Consultant completes the services required herein to the satisfaction of the City, unless sooner terminated as provided herein.

**3.2 TERMINATION**

This Agreement may be suspended or terminated by either Party with or without cause at any time by giving written notice to the other party. In the event suspension or termination is without cause, payment to the Consultant, in accordance with the terms of this Agreement, will be made on the basis of services reasonably determined by City to be satisfactorily performed to date of suspension or termination. Such payment will be due upon delivery of all instruments of service to City.

In the event that City requires a modification of the Agreement with Consultant, and in the event the parties fail to agree upon a modification of this Agreement, the Parties shall have the option of terminating this Agreement. Payment to Consultant shall be made by the City in accordance with the terms of this Agreement, for the services mutually agreed upon by the Parties to be properly performed by the Consultant prior to such termination date.

## **ARTICLE 4: SCOPE OF SERVICES**

### **4.1 SCOPE**

The following services, when authorized in writing by a Notice to Proceed from the City, shall be performed by Consultant in accordance with the City's requirements and as set forth in the attached Exhibit A, Scope of Services, and Exhibit B, Schedule, which may generally include the following:

- 1. Preliminary Work**
- 2. Initial Assessment**
- 3. Consult with Client & Criteria Development**
- 4. Additional Consultation as needed**
- 5. Plan Development**
- 6. Public Hearings**
- 7. Adoption**
- 8. DOJ Submission**
- 9. Respond to DOJ requests for additional information**

If there is a conflict between the above quoted subjects and Exhibit A or B, the language in the Exhibits shall control the scope of services.

### **4.2 AUTHORIZED AGENT**

All work performed by the Consultant will be performed under this Agreement, signed by a duly authorized agent of the City as approved by resolution of the City Council of the City of Lancaster, Texas and the designated authorized agent for the Consultant.

## **ARTICLE 5: COMPENSATION / PAYMENT TERMS AND CONDITIONS**

5.1 Compensation for the performance of Professional Services described herein shall be paid to Consultant by the City in a total amount not to exceed thirty-two thousand six hundred dollars (\$32,600.00) which shall accrue and be payable as provided in Sections 5.01 and 5.02 hereof.

5.2 Work will be performed at the rates set forth in Exhibit C, Fee Basis, which is attached hereto and incorporated herein by reference, or as otherwise provided in negotiated fee schedules approved within this Agreement, if any.

5.3 Consultant payment for work under this Agreement shall be made in installments billed not more frequently than once each month upon receipt of invoices from the Consultant. If the City fails to make any payment due the Consultant within thirty (30) days after receipt of Consultant's invoice, the amounts due the Consultant will be increased at the rate of 1.5% per month from said thirtieth day, unless there is a good faith refusal by the City to pay. Payment shall be remitted to Consultant by City as instructed on invoices.

## **ARTICLE 6: TIME FOR COMPLETION**

6.1 The Consultant's services and compensation under this Agreement have been agreed to in anticipation of orderly and continuous progress of the Assigned Project(s) through completion of the project(s). Specific periods of time for rendering services are set forth in Exhibit B to this Agreement, by which times defined services are to be completed.

6.2 If the City fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, the Consultant shall be entitled to equitable adjustment of rates and amounts of compensations to reflect reasonable costs incurred by Consultant as a result of the delay or changes in the various elements that comprise such rates of compensation,

but in no event shall such compensation exceed the scope of services schedule of maximum payment unless a written amendment to this Agreement is consummated between the parties.

## **ARTICLE 7: INDEMNIFICATION**

7.1 THE CONSULTANT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES (HEREINAFTER COLLECTIVELY REFERRED TO AS "INDEMNITIES") FROM AND AGAINST SUITS, ACTIONS, CLAIMS, LOSSES, ANY DAMAGE, LIABILITY, AND FROM AND AGAINST ANY COSTS AND EXPENSES, INCLUDING, IN PART, ATTORNEY FEES INCIDENTAL TO THE DEFENSE OF SUCH SUITS, ACTIONS CLAIMS, LOSSES, DAMAGES OR LIABILITY ON ACCOUNT OF INJURY, DISEASE, SICKNESS, INCLUDING DEATH, TO ANY PERSON OR DAMAGE TO PROPERTY INCLUDING, IN PART, THE LOSS OF USE RESULTING THEREFROM, ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE CONSULTANT, ITS OFFICERS, EMPLOYEES, SERVANTS, AGENTS OR SUBCONTRACTORS, OR ANYONE ELSE UNDER THE CONSULTANT'S DIRECTION AND CONTROL, AND ARISING OUT OF, RESULTING FROM, OR CAUSED BY THE PERFORMANCE OR FAILURE OF PERFORMANCE OF ANY WORK OR SERVICES UNDER THIS AGREEMENT, OR FROM CONDITIONS CREATED BY THE PERFORMANCE OR NON-PERFORMANCE OF SAID WORK OR SERVICES. IN THE EVENT ONE OR MORE OF THE INDEMNITIES IS DETERMINED BY A COURT OF LAW TO BE JOINTLY OR DERIVATIVELY NEGLIGENT OR LIABLE FOR SUCH DAMAGE OR INJURY, THE CONSULTANT SHALL BE OBLIGATED TO INDEMNIFY INDEMNITIES AS PROVIDED HEREIN ON A PROPORTIONATE BASIS IN ACCORDANCE WITH THE FINAL JUDGMENT, AFTER ALL APPEALS ARE EXHAUSTED, DETERMINING SUCH JOINT OR DERIVATIVE NEGLIGENCE OR LIABILITY.

7.02 THE CITY AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE CONSULTANT, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES (HEREINAFTER COLLECTIVELY REFERRED TO AS "INDEMNITIES") FROM AND AGAINST SUITS, ACTIONS, CLAIMS, LOSSES, ANY DAMAGE, LIABILITY, AND FROM AND AGAINST ANY COSTS AND EXPENSES, INCLUDING, IN PART, ATTORNEY FEES INCIDENTAL TO THE DEFENSE OF SUCH SUITS, ACTIONS CLAIMS, LOSSES, DAMAGES OR LIABILITY ON ACCOUNT OF INJURY, DISEASE, SICKNESS, INCLUDING DEATH, TO ANY PERSON OR DAMAGE TO PROPERTY INCLUDING, IN PART, THE LOSS OF USE RESULTING THEREFROM, ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE CITY, ITS OFFICERS, EMPLOYEES, SERVANTS, AGENTS OR SUBCONTRACTORS, OR ANYONE ELSE UNDER THE CITY'S DIRECTION AND CONTROL, AND ARISING OUT OF, RESULTING FROM, OR CAUSED BY THE PERFORMANCE OR FAILURE OF PERFORMANCE OF ANY WORK OR SERVICES UNDER THIS AGREEMENT, OR FROM CONDITIONS CREATED BY THE PERFORMANCE OR NON-PERFORMANCE OF SAID WORK OR SERVICES. IN THE EVENT ONE OR MORE OF THE INDEMNITIES IS DETERMINED BY A COURT OF LAW TO BE JOINTLY OR DERIVATIVELY NEGLIGENT OR LIABLE FOR SUCH DAMAGE OR INJURY, THE CITY SHALL BE OBLIGATED TO INDEMNIFY INDEMNITIES AS PROVIDED HEREIN ON A PROPORTIONATE BASIS IN ACCORDANCE WITH THE FINAL JUDGMENT, AFTER ALL APPEALS ARE EXHAUSTED, DETERMINING SUCH JOINT OR DERIVATIVE NEGLIGENCE OR LIABILITY.

7.03 THE CONSULTANT IS NOT OBLIGATED TO INDEMNIFY THE CITY IN ANY MANNER WHATSOEVER FOR THE CITY'S OWN NEGLIGENCE.

7.04 NOTHING CONTAINED HEREIN SHALL CONSTITUTE A WAIVER OF GOVERNMENTAL IMMUNITY IN FAVOR OF ANY THIRD PARTY.

7.05 CONSULTANT AGREES THAT IT IS AN INDEPENDENT CONTRACTOR AND NOT AN AGENT OF THE CITY, AND THAT CONSULTANT IS SUBJECT, AS AN EMPLOYER, TO ALL APPLICABLE UNEMPLOYMENT COMPENSATION STATUTES, SO FAR AS TO RELIEVE THE CITY OF ANY RESPONSIBILITY OR LIABILITY FROM TREATING CONSULTANT'S EMPLOYEES AS EMPLOYEES OF CITY FOR THE PURPOSE OF KEEPING RECORDS, MAKING REPORTS OR PAYMENTS OF UNEMPLOYMENT COMPENSATION TAXES OR CONTRIBUTIONS. CONSULTANT FURTHER AGREES TO INDEMNIFY AND HOLD CITY HARMLESS AND REIMBURSE IT FOR ANY EXPENSES OR LIABILITY INCURRED UNDER SAID STATUTES IN CONNECTION WITH EMPLOYEES OF CONSULTANT.

7.06 CONSULTANT SHALL DEFEND AND INDEMNIFY INDEMNITIES AGAINST AND HOLD CITY AND THE PREMISES HARMLESS FROM ANY AND ALL CLAIMS, SUITS OR LIENS BASED UPON OR ALLEGED TO BE BASED UPON THE NON-

PAYMENT OF LABOR, TOOLS, MATERIALS, EQUIPMENT, SUPPLIES, TRANSPORTATION AND MANAGEMENT COSTS INCURRED BY CONSULTANT IN PERFORMING THIS AGREEMENT.

## **ARTICLE 8: INSURANCE**

### **8.1 Workers Compensation Insurance**

The Consultant shall provide and maintain Workers' Compensation with statutory limits.

### **8.2 Automotive Insurance**

Consultant shall provide and maintain in full force and effect during the time of this Agreement, auto insurance (including, but not limited to, insurance covering the operation of owned and non-owned automobiles, trucks and other vehicles) protecting Consultant and City as an additional insured with limits not less than 250/500/100,000 or as amended by statute.

### **8.3 General Liability Insurance**

Consultant shall provide general liability insurance. Such insurance covering personal and bodily injuries or death shall be in the sum of not less than two hundred fifty thousand dollars (\$250,000.00) per occurrence and five hundred thousand dollars (\$500,000.00) aggregate. Insurance covering damages to property shall be in the sum of not less than one hundred thousand dollars (\$100,000.00). The general liability insurance must name the City as an additional insured.

### **8.4 Professional Liability Errors and Omissions Insurance**

Consultant shall also provide and maintain Professional Liability Errors and Omissions Insurance coverage to protect Consultant and City from any liability arising out of the performance of professional services, if any, under this Agreement. Such coverage shall be in the sum of not less than three hundred thousand dollars (\$300,000.00) per occurrence and five hundred thousand dollars (\$500,000.00) aggregate.

### **8.5 Certificate of Insurance**

A signed Certificate of Insurance, satisfactory to City, showing compliance with the requirements of this Article shall be furnished to City before any services are performed. Such Certificate shall provide thirty (30) days written notice to City prior to the cancellation or modification of any insurance referred to therein.

The project name and bid/contract number shall be listed on the certificate.

## **ARTICLE 9: DEFAULT**

In the event Consultant fails to comply or becomes disabled and unable to comply with the provisions of this Agreement as to the quality or character of the service or time of performance, and the failure is not corrected within thirty (30) days after written notice by City to Consultant, City may, at its sole discretion without prejudice to any other right or remedy.

- (a) Terminate this Agreement and be relieved of the payment of any further consideration to Consultant except for all work determined by City to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of Consultant to and from meetings called by City at which Consultant is required to attend, but shall not include and loss of profit of Consultant. In the event of such termination, City may proceed to complete the services in any manner deemed proper by the City, either by the use of its own forces or by resubmitting to others. Consultant agrees that any costs incurred to complete the services herein provided for may be deducted and paid by the owner out of such monies as may be due or that may thereafter become due to Consultant under and by virtue of this Agreement.

- (b) City may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of Consultant.

## **ARTICLE 10: MISCELLANEOUS**

### **10.1 Reuse of Documents:**

All documents including Maps, Plans and Specifications provided or furnished by the Consultant pursuant to this Agreement are instruments of service; and Consultant shall retain ownership and property interest therein whether or not the work is completed. The City may make and retain copies of any plans or specifications provided under this Agreement for the use by City and others; such documents are not intended or suitable for reuse by City or others on extension of the Project or on any other Project. Any such reuse without written approval or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk and without liability to the Consultant.

### **10.2 Entire Agreement.**

This Agreement constitutes the sole and only Agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties with respect to this subject matter.

### **10.3 Assignment.**

Neither this Agreement nor any duties or obligations under it shall be assignable by CONSULTANT without the prior written consent of City. In the event of an assignment by Consultant to which the City has consented, the assignee or the assignee's legal representative shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, obligations, and agreements contained in this Agreement.

### **10.4 Adjustments in Services/Amendment.**

This Agreement may be amended by the mutual written agreement of the parties. Consultant shall not make any claims for extra services, additional services or changes in the services without a written agreement with City prior to the performance of such services.

### **10.5 Governing law.**

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in Dallas County, Texas.

### **10.6 Notices.**

All notices required by the Agreement shall be in writing and addressed to the following, or such other party or address as either party designates in writing, by certified mail, postage prepaid or by hand delivery:

**City of Lancaster**

Dawn Berry, Purchasing Agent

PO Box 940

Lancaster, TX 75146

972-218-1329

[dberry@lancaster-tx.com](mailto:dberry@lancaster-tx.com)

## **10.7 Legal construction.**

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

## **10.8 Successors and Assigns.**

- (a) The City and Consultant each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns of City and Consultant are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, legal representatives and assigns of such other party in respect of all covenants and obligations of this Agreement.
- (b) Neither the City nor the Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- (c) Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by the Consultant to any Consultant, subcontractor, supplier, other person or entity, or to any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than the City and the Consultant.

## **10.9 Conflict.**

If a conflict exists between this Agreement, and Exhibit, the Request for Proposal ("RFP"), and/or the Response, then such conflicts shall be resolved as follows:

- (a) If a conflict exists between this Agreement and an Exhibit, the RFP, or the Response, then this Agreement shall control.
- (b) If a conflict exists between the Response and an Exhibit, the Exhibit shall control.
- (c) If a conflict exists between the Response and the RFP, the RFP shall control.

## **10.10 Severability**

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

## **10.11 Captions**

The captions used in this Agreement are for convenience only and shall not affect in any way the meaning or interpretations of the provisions set forth herein.

## **10.12 Counterparts**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this the 28<sup>th</sup> day of February, 2011.

**CITY OF LANCASTER**

**CONSULTANT**

\_\_\_\_\_  
Opal Mauldin Robertson, City Manager

\_\_\_\_\_

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
Dolle K. Downe, City Secretary

\_\_\_\_\_

- Exhibit A: Scope of Service
- Exhibit B: Time Line / Milestones
- Exhibit C: Fee Schedule

## ATTACHMENT 2

### Scope of Work

Redistricting services follow a time line and are generally defined by the following scope:

**Redistricting Services.** Our firm provides cities with comprehensive redistricting plans based on the 2010 Census, as well as frameworks for implementation. The firm provides services in redistricting in four areas: (1) legal advice, (2) demographic analysis and drawing proposed districts, (3) submission of plans for Department of Justice preclearance, and (4) litigation defense.

**Legal Advice.** We routinely advise governmental entities regarding their legal obligations during the redistricting process. Generally, this will include issues arising under the United States Constitution and the federal Voting Rights Act, and also may include state law questions.

Under the current state of federal voting rights law, a governmental body must walk a legal tightrope as it undergoes redistricting, balancing Voting Rights Act section 2 nondiscrimination demands with the "reverse discrimination" limitations on race-based redistricting set out in the U.S. Supreme Court's *Shaw v. Reno* line of cases. The legal consequences of decisions made in the redistricting process will be particularly significant, and the choices made early in the process can be especially critical. Accordingly, the timing and quality of legal advice will be of the utmost importance.

The firm will prepare memoranda and brief the City Council and staff on their responsibilities under the Voting Rights Act and the *Shaw v. Reno* Supreme Court decision.

The firm will also develop redistricting criteria for the Council to approve and follow.

The attorneys will attend all committee and Council meetings, as well as other meetings scheduled by staff in order to discuss the redistricting process and plan. The firm's services will also include conducting public hearings and meetings and mediating disputes regarding the City's redistricting plans.

Demographic Analysis and Drawing Districts. The firm has technical capabilities specifically designed for redistricting, which include sophisticated GIS and redistricting software, hardware, and technical GIS support. Many of the clients we advise on redistricting also retain the firm to perform demographic analysis of their existing districts and to assist them in drawing proposed districts. Even where the governmental entity uses a separate demographic specialist, there are instances in which it is beneficial for the attorneys to be able to make their own analysis prior to determining what tasks the demographic expert will be asked to perform. If the firm is asked to prepare districts, the proposed districts will generally constitute only a starting point, as council members suggest alterations and additional options are prepared. An attorney will supervise the line-drawing process, but most of this work will be done by a redistricting specialist with special training and experience in the use of redistricting GIS software. This produces a more efficient and economical means of accomplishing the task as the redistricting specialist will have a much lower billing rate than the supervising attorney.

The attorneys will provide the legal, demographic, and statistical analysis to the entire City Council prior to the Council's vote on the redistricting changes.

**Section 5 Preclearance Submission.** Under section 5 of the Voting Rights Act, any redistricting plan adopted by a political subdivision will need to be precleared by the Department of Justice or by a three-judge district court in the District of Columbia before it can be implemented. The firm has prepared hundreds of preclearance submissions to the Department of Justice and routinely does this for its redistricting and election law clients. It is important that the submission not be thought of as merely something that happens at the end of the process. Rather, the redistricting process should be specifically designed to address the issues that will be important to the Department of Justice and to develop the material that will need to be included in the submission. The firm's success in the *Chen v. City of Houston* case (a synopsis of the case follows this Attachment) validates this view. It is also important to remember that the submission process involves not only the written submission materials, but often also includes a substantial effort to respond to clarifying questions posed by the Department and to its requests for additional information.

**Voting Rights Litigation.** A major goal of the process is to design a plan that will avoid litigation and liability. The firm tries during the process to minimize the likelihood of a legal challenge by advising the client of the most legally defensible plan and by being sure that the redistricting process produces a record that can be used to demonstrate that the adopted plan complies with the applicable legal standards. Sometimes, however, when the opponents of a plan are unsuccessful in the political arena, they will move their battle to the courthouse. In those instances, the firm is prepared to defend the plan as it has extensive experience in litigating Voting Rights Act and *Shaw v. Reno* issues. The firm has unique experience in *Shaw v. Reno*-type

cases because of its success in the *Chen v. City of Houston* case. The members of the Firm are licensed in the U.S. Supreme Court and various lower federal courts, including the U.S. Court of Appeals for the Fifth Circuit, and the U.S. District Courts for the Eastern, Western, Northern, and Southern Districts of Texas.

## **Implementation**

The specific tasks our firm provides as redistricting assistance to the City are:

- a. Initial schedule planning. The firm will consult with the City Council and establish a schedule for performance of the various tasks for which the firm has been engaged. This would include scheduling Council meetings, work sessions, and public meetings; establishing target dates for presentation of proposed plans for Council consideration and/or for public discussion; and establishing target deadline for the City Council's adoption of a redistricting plan and for submission of a preclearance request to the Department of Justice. The firm will counsel the City Council and clearly define the Council's responsibility in the redistricting process.
- b. Conduct training sessions. The firm will also schedule training sessions or workshops for the City Council or any City staff who will be involved with the City's redistricting process. Topics include overview of applicable legal standards; development of redistricting criteria; organization and coordination of redistricting process and schedule; role of public input and conduct of public meetings; required documentation for preclearance

submission; the firm's GIS and demographic capabilities; and the use of Internet-based conferencing to conduct some or all of the meetings and public hearings. The training sessions are an important element of ensuring that the City's efforts are consistent with the relevant laws governing the redistricting process.

- c. Identify and begin other census pre-release tasks. Tasks in this category may include: (i) collecting data concerning existing Council member voting district boundaries, to be input into the firm's GIS/redistricting software databases and verified, and any other demographic or boundary-related data or information the City may have; (ii) assisting the City with preparation of draft resolutions, public notices, and other documents likely to be needed during the process (and preparation of their translation into Spanish); and (iii) identifying and beginning to collect data and documents likely needed as part of any ultimate preclearance submission.

The firm is experienced in the use of census data and Tiger/Line (census geography) files and is capable of drawing districts at various levels of geography. Where possible, the geographical units the firm recommends be used are election (voting) precincts, which in census terminology are known as voting tabulation districts or VTDs. This is especially appropriate in the context of seeking to avoid *Shaw v. Reno* (racial gerrymandering and/or reverse discrimination) liability. In the event of unforeseen circumstances, as appropriate, the firm can use other geography with census population data.

- d. Performing an initial assessment. Upon the release of the Census Data in 2011, the firm will examine the new population data and determine whether current City Council districts have become sufficiently unbalanced in population as to require the City to engage in redistricting. This "initial assessment" will be presented to and discussed with the Council.
- e. Development and adoption of criteria for redistricting. If the Council Districts are determined to be out of balance, the firm will assist the City Council in identifying and adopting practical and legal criteria to be followed during the redistricting process. In light of *Shaw v. Reno*-type cases concerning gerrymandering and the standards that have emerged from them, this is a critical element of a successful redistricting process and important to establishing defensibility of an adopted plan against later litigation. (Much of this can be done before the release of census data.)
- f. Develop redistricting plans. The firm will develop redistricting plans for Council members' single member districts using the firm's GIS and demographic capabilities. The firm will work with the City Council to develop plans suitable for preclearance submission that take into account, consistent with the applicable legal requirements, the various practical and political considerations the Council determines are relevant. Under our approach, we interview affected Council members to ascertain their interests and concerns as we propose adjustment to population in their Council district territories. We anticipate that a number of plans may be developed, each responding to a different set of considerations proposed

by the City Council, and that some modifications or refinements may be required before a plan is acceptable to the Council. As desired, the firm will provide written materials in support or explanation of any plans developed by the firm at the Council's request.

- g. Advise the City Council regarding the merits of plan(s).** The firm will advise the Council of the relative legal and practical merits of particular plans under consideration. As requested, members of the firm will attend meetings of the Council at which plans are presented and discussed. The firm will provide written materials in support or explanation of any plans evaluated by the firm at the Council's request. In addition, the firm will provide an independent assessment of any plans under serious consideration. This assessment will verify whether and how the plan under consideration satisfies the applicable legal standards and whether the adopted redistricting criteria appear to have been followed.
- h. Conduct public presentation, discussion of proposed plans, and adoption of final plan.** Typically, one or more plans proposed by the City will be presented for public comment. The firm will conduct public presentations of proposed plans and summarize public comments for the Council. The Firm will assist the Council in adopting a final plan based on the analysis.

Testimony at each hearing will be transcribed by a certified court reporter or by electronic recording devices, depending upon the City's instructions. The substance of such meetings, public comments on the specific plans presented, and the City's responses should be

characterized in the preclearance submission. Our experience is that the time and cost for attorney review of such meetings associated with preparation of the submission package is greatly reduced – by more than the cost of the reporter – if there is an accurate printed transcript on which to rely, in lieu of poring over tapes of the meetings, from which identification of the various speakers is difficult, if not impossible, and which may suffer unpredictably from poor sound quality or even wholly missed portions of meetings. The importance of these meetings is demonstrated by the assignment of the firm's attorneys to attend and document the meetings.

- i. Preparation of preclearance submission. Upon adoption of a plan, the firm will prepare the required Voting Rights Act section 5 preclearance submission for the Department of Justice, including assembling all documentation required.

As the City is aware, under section 5 of the Voting Rights Act, any redistricting plan adopted by the City Council will need to be approved by the Department of Justice or by a three-judge district court in the District of Columbia before it can be implemented. The firm has prepared hundreds of submissions to the Department of Justice and routinely does this for its redistricting clients. It is important that the submission not be thought of as merely something that happens at the end of the process. Rather, the redistricting process should be specifically designed to address the issues that will be important to the Department of Justice and

to develop the material that will need to be included in the submission. It is also important to remember that the submission process involves not only the written submission materials, but often also includes a substantial effort to respond to clarifying questions posed by the Department and to its requests for additional information. The firm will work with the City to submit its plan to any other required agency.

- j. Responding to DOJ requests for additional information. During the Department of Justice's review of the preclearance submission, it may request additional information. The firm will prepare responses to those requests and deal directly with DOJ to answer any questions. In unusual circumstances, it may be desirable for Council members and members of the firm to visit with DOJ officials in Washington D.C. We do not anticipate such circumstances arising, but in the event they do, the firm will be available to meet with DOJ personnel.
- k. Ongoing legal counsel and consulting. The firm will be available through the conclusion of the submission stage to provide ongoing legal counsel and consulting to the City concerning the redistricting process, related requirements, the plan(s) considered and the plan adopted, the City's preclearance submission, and initial implementation of any precleared plan. This does not include counseling regarding any specific litigation brought against the City, which would fall under the category of litigation representation.

- I. **Litigation.** In the event there is actual litigation or threatened litigation, the firm will be available to counsel the City about the likely merits of any suit or claim brought or anticipated to be brought imminently and to defend the challenge. The firm will also be available to advise the City regarding potential litigation arising after the submission process is concluded. A major goal of the redistricting process is to design a plan that will avoid litigation and liability, however our voting rights litigators have been successful in defending lawsuits and in disposing of them quickly and efficiently. A list of our voting rights litigation is included behind this Attachment.

**VOTING RIGHTS / REDISTRICTING CASES**

*Lopez v. City of Houston*, 2009 WL 1456487 (S. D. Tex., May 22, 2009), aff'd \_\_\_ S.W.3d \_\_\_, 2010 WL 3341643 (5<sup>th</sup> Cir. August 26, 2010). The firm represented the City of Houston and obtained a dismissal of the case, which claimed that the city's failure to create new council districts violated section 5 of the Voting Rights Act. The plaintiffs appealed to the Fifth Circuit, which affirmed the district court decision.

*Lepak v. City of Irving*, No. 3-10-CV-277 (N. D. Tex.). The firm is defending the City of Irving in this currently pending case that challenges the use of total population as the apportionment base where the jurisdiction contains a high percentage of non-citizens. The plaintiffs have brought the case in an effort to get the issue to the Fifth Circuit or Supreme Court in hopes of creating a new standard for apportionment.

*Benavidez v. Irving Ind. Sch. Dist.*, 690 F. Supp. 451 (N. D. Tex. 2010). The firm successfully defended the Irving school district's at-large election system despite an earlier negative ruling by a district judge involving essentially the same geographic area.

*Benavidez v. City of Irving*, 638 F. Supp 700 (N.D. Tex. 2009). The firm defended the City in a challenge to its at-large election system. The district court ruled in favor of the plaintiff, and, rather than appeal, the city and plaintiff agreed to a compromise that was consistent with the city's plan to adopt a mixed system.

*Reyes v. City of Farmers Branch*, 586 F.3d 1019 (5<sup>th</sup> Cir. 2009). The firm successfully defended the City of Farmers Branch's at-large election system. The basic issue involved the ability to measure post-censal growth in the Hispanic population.

*Rodriguez v. Bexar County, Tex.*, 385 F.3d 853 (5<sup>th</sup> Cir. 2004). The firm successfully defended Bexar County against various voting rights and state constitutional attacks when it abolished a constable precinct.

*Steele v. Jackson*, No. 3-01-CV-1771-H (N.D. Tex. 2002). In 2001, Dallas County's elimination of several justice precincts was challenged on numerous grounds, including failure to preclear under Voting Rights Act section 5, and several discrimination and vote dilution claims under Voting Rights Act section 2 and the Fourteenth and Fifteenth Amendments. The firm obtained dismissal of all counts in the suit.

*2001 Texas legislative and congressional redistricting litigation.* The firm was retained by the Office of the Attorney General of Texas to assist the state in defense of the 2001 legislative redistricting and in the litigation in which the federal court drew an interim congressional plan. The cases included *Mexican-American Legislative Caucus Texas House of Representatives v. Texas*, 536 U.S. 919 (2002) (summ. aff.); *Perry v. Del Rio*, 67 S.W.3d 85 (Tex. Sup. 2001); *In re Perry*, 60 S.W.3d 857 (Tex. Sup. 2001).

*Chen v. City of Houston*, 206 F.3d 502 (5<sup>th</sup> Cir. 2000). The firm represented the City of Houston in defending its current redistricting plan against a *Shaw v. Reno* challenge. The district court granted summary judgment in favor of the City, and the Fifth Circuit affirmed in March 2000. The United States Supreme Court, Justice Thomas dissenting, denied Chen's petition for writ of certiorari.

*Robert Valdespino and Brenda Rolon v. Alamo Heights Independent School District, et al.*, 168 F.3d 848 (5<sup>th</sup> Cir. 1999). The firm successfully defended the school district in a challenge to its at-large election system. The plaintiffs filed a petition for certiorari, and the Solicitor General, at the invitation of the Court, submitted a brief in which the United States urged that the petition be granted. The Supreme Court, however, denied the petition in January 2000.

*Harris v. City of Houston*, 151 F.3d 186 (5<sup>th</sup> Cir. 1998). The firm was voting rights counsel to the city in defending its 1996 annexation of the Kingwood area against attacks under the Voting Rights Act. The district court ruled for the city and the Fifth Circuit dismissed the appeal as moot.

*Foreman v. Dallas County, Texas*, 521 US 979 (1997). This case, which produced a U.S. Supreme Court opinion, related to whether procedures for appointing election judges were covered by Section 5 of the Voting Rights Act. The case was dismissed before a final ruling on the merits, but the district court awarded attorney's fees after finding that the suit was a catalyst to corrective legislation. The Fifth Circuit reversed the award and narrowed the scope of the catalyst theory as a basis for awarding attorney's fees (193 F.3d 314 (5<sup>th</sup> Cir. 1999)). A petition for certiorari was denied by the Supreme Court.

*Campos v. City of Houston*, 113 F.3d 544 (5<sup>th</sup> Cir. 1997). This case involved a successful defense of the at-large portion of the City of Houston's election system. The case established the Fifth Circuit rule on using citizen voting age population in voting rights analysis.

*Texas v. United States*, No. 94-1529 (D.D.C. July 10, 1995) (3-judge court). The firm represented Harris, Fort Bend, Tarrant, and Midland counties before the district court of the District of Columbia seeking preclearance of the creation of several judgeships. The Department of Justice had earlier refused to preclear the statutes creating the courts. Since preclearance was required to be sought by the State, the counties participated in the capacity as amicus. The District of Columbia court precleared all the courts.

*United States v. City of Houston*, 800 F. Supp. 504 (S.D. Tex. 1992) (3-judge court). The firm defended the city in a suit brought by the Department of Justice which sought to enjoin the city's 1991 election. The election was not enjoined and the court rejected a subsequent request by the United States to overturn it.

*Salas v. Southwest Texas Junior College*, 964 F.2d 1542 (5th Cir. 1992). The firm successfully represented the junior college district in defense of its at-large election system.

*Campos v. City of Houston*, 776 F. Supp. 304 (S.D. Tex. 1991), No. 91-6100 (5th Cir. Oct. 24, 1991), 960 F.2d 26 (5th Cir. 1991) (subsequently withdrawn), 968 F.2d 446 (5th Cir. 1992), 112 S.Ct. 354 (1991) (Scalia, J., in chambers), 113 S.Ct. 971 (1993) (denial of certiorari). This hotly contested case involved a counterclaim in which the city sought permission for the 1991 city election to be conducted notwithstanding the Department of Justice's objection to the 1991 redistricting plan. The city was successful, and the election was held as scheduled.

*Overton v. City of Austin*, 871 F.2d 529 (5th Cir. 1989). The firm successfully represented the City of Austin in defending its at-large council election system.

*League of United Latin American Citizens v. Midland ISD*, 829 F.2d 546 (5th Cir. 1987) (en banc). The firm prepared an amicus brief and participated in the oral argument before the en banc Fifth Circuit. The basic issue involved whether two minority groups could be combined to constitute a single group that was large enough to meet the Supreme Court's threshold requirement set out in *Thornburg v. Gingles*. This case was decided on procedural grounds so the court did not reach the substantive issues.

*LeRoy v. City of Houston*, No. H-78-2174 (S.D. Tex. 1985). A federal judge issued a temporary restraining order halting absentee balloting in the 1985 mayoral and council election for the City of Houston. The firm was hired to assist the City Attorney in representing the City before the Department of Justice and the three-judge court. The election was able to proceed as scheduled.

*Alfred Valero, et al. v. City of Kerrville, et al.*, No. SA-96-CA-413 in the United States District Court for the Western District of Texas, San Antonio Division. The firm represented the city in a challenge to its at-large election system. After presentation of expert reports, the plaintiffs dropped the case.

*Bosquez v. City of Amarillo*, No. 2-05CV-324-J in the United States District Court for the Northern District of Texas, Amarillo Division. The firm represented the city in a challenge to its at-large election system. After presentation of the expert reports, the plaintiffs dropped the case.

**Chen v. City of Houston**

The firm has been involved in the major cases that have shaped redistricting and voting rights law in the state. For example, in 1996 the firm assisted the City of Houston in its mid-decade city-wide redistricting and represented the City in the subsequent hotly contested litigation that included a "reverse discrimination" claim against the City of the kind recognized by the U.S. Supreme Court in the *Shaw v. Reno* case. The City was faced with having to balance two competing legal principles: Voting Rights Act section 2 precludes discrimination against minority voters by "packing" (concentrating minority voters so as to minimize the number of districts in which they have significant voting power) or "fragmenting" (fragmenting minority voter concentrations into several districts to minimize their influence) and favors drawing strong minority voter districts. But the *Shaw* case held that taking race into account as the dominant factor could itself be illegal discrimination – often called "reverse" discrimination. The City was faced with threats of lawsuits no matter what course it took. The firm developed a procedural approach for the redistricting designed to make sure that the City met its legal obligations. The firm represented the City in the *Shaw*-based suit that challenged its new redistricting plan, and which was brought by the same plaintiffs who had successfully challenged the Harris County congressional districts in the Supreme Court's *Bush v. Vera* case (a case in the *Shaw v. Reno* line of cases). The firm used the record it had developed in the redistricting process to obtain a summary judgment upholding the plan. The Fifth Circuit affirmed. *Chen v. City of Houston*, 206 F.3d 502 (5<sup>th</sup> Cir. 2000).

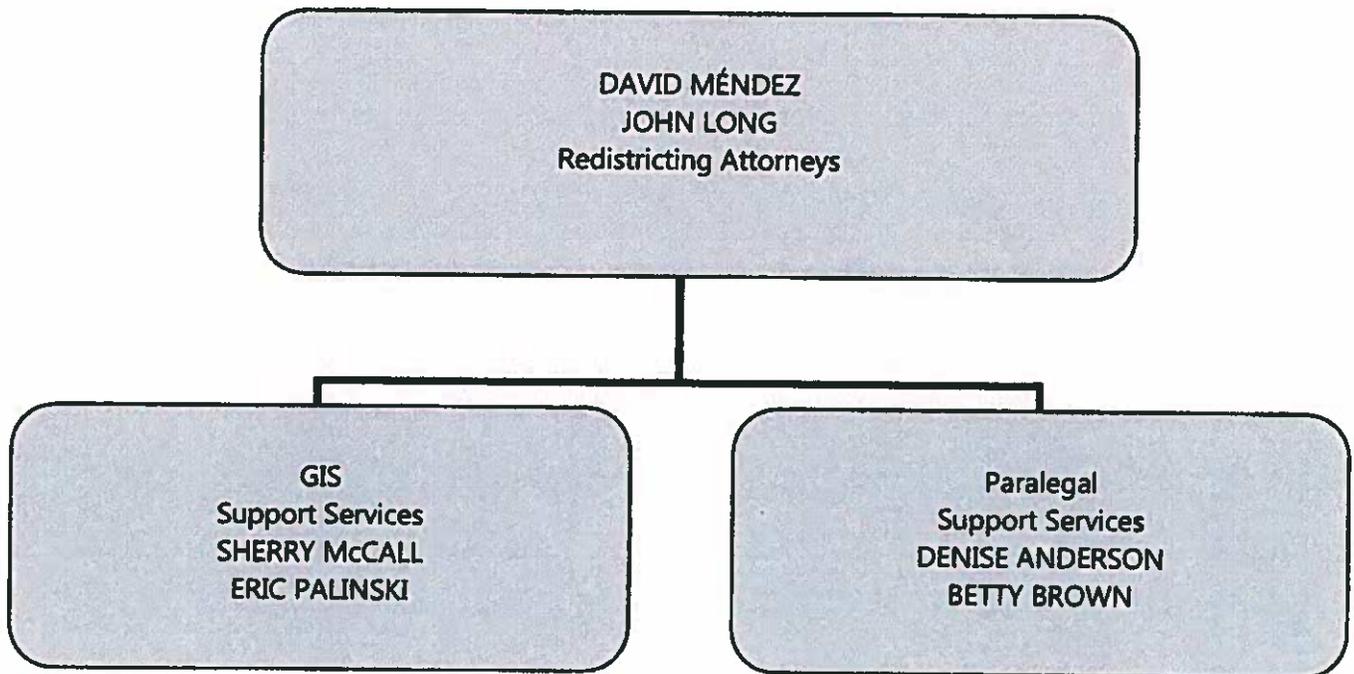
## **ATTACHMENT 3**

### **Time Frame, Staff Assignment and Pricing**

Redistricting is an intense project requiring the lawyers' and Council's attention to a number of deadlines and activities. Attorneys selected for the assignment should be among the most experienced and highly respected redistricting attorneys practicing in the jurisdiction; they should have hundreds of significant redistricting projects accomplished over the last two to three decades. This level of experience will ensure that the City receives high-quality services in a complicated and often politically charged arena. The relevant members of the team should be licensed in the U.S. Court of Appeals for the Fifth Circuit and the U.S. District Court for the Western District of Texas, as well as the U.S. Supreme Court and various lower federal courts.

Our estimate of attorney resources includes two assigned lawyers, two GIS drawers, and two paralegals. The following organization chart shows professionals assigned to handle the project. As the timetable in Attachment 4 demonstrates, the projected hours are not spread evenly over the year but are concentrated between April and September, requiring several short bursts of significant staffing along with steady levels from a smaller number of team members.

The City of Lancaster Redistricting Organization Chart describes the Firm's expected staffing and management of the redistricting project.



**David Méndez, Proposed City of Lancaster Redistricting Team Leader** – The Redistricting Team Leader is the primary contact for the City. The Team Leader is responsible for coordination of all services and oversight of all staff working on the City’s redistricting project. Initially, the Redistricting Team Leader will consult with the City Council to advise the Council with respect to its redistricting obligations and to establish the time line and personnel parameters for performance of the various redistricting tasks. The Team Leader will develop redistricting plans in coordination with the City, will provide advice to the City Council with respect to the merits of various plans, will assist with public hearings and make public presentations, will draft and finalize the Department of Justice submission letter, and will communicate with the Department of Justice when necessary in the City’s interest.

**Redistricting Staff Attorney** – The Redistricting Staff Attorney proposed to the City of Lancaster is John Long. He will serve as the primary resource to the City in conjunction with the Team Leader. He will be thoroughly knowledgeable regarding the City's redistricting goals and will provide legal services regarding the City's redistricting process. He will provide counsel, attend hearings, and revise plans. The Redistricting Staff Attorney will work closely with the firm's GIS staff to see that the proposed and final maps are completed as directed by the City. He will have responsibility for preparing the initial drafts of the submission letter to the Department of Justice and for overseeing the assembly of all required exhibits. He will be engaged in all aspects of the project and will be available to respond to City inquiries about the status of the project.

**GIS Staff** – Under the supervision of the redistricting attorneys, the GIS Staff prepares redistricting maps for the City's consideration.

**Paralegal Staff** – The Paralegal Staff is primarily responsible for assembly and organization of the Department of Justice Submission and frequently acts as a liaison between the firm and the client's staff to ensure that all proper documentation has been received by the firm for inclusion with the DOJ submission letter. The paralegals also coordinate meetings and hearings and provide logistical support during the process.

Resumes and brief biographies of the attorneys and staff assigned to the proposed Lancaster Redistricting Team can be found in Attachment 6.

### **Estimated Number of Hours, Hourly Rate and Pricing**

The following documents are included in this Attachment:

1. A proposed budget, with estimated number of hours for each staffing level assigned to the project.
2. A redistricting rate schedule for each person assigned to the project.

**PROPOSED CITY OF LANCASTER BUDGET  
2011 REDISTRICTING**

Exhibit C

	Partner \$350	Atty \$250	Senior GIS \$150	GIS \$130	Para \$130	Flat fee	Reimbursable Expenses
<b>I. PRELIMINARY WORK (NEW CLIENTS)</b>							
Initial schedule planning	0	0	0	0	0		
Conduct training sessions	0	0	0	0	0		
Identify and begin other Census-related tasks	0	0	0	0	0		
Verify maps and geocode locations (polling, incumbents, facilities)	0	0	0	0	0		
<b>II. INITIAL ASSESSMENT</b>							
Preparation of initial assessment (flat fee)						\$4,000.00	
<b>III. CONSULT WITH CLIENT AND DEVELOP AND ADOPT CRITERIA</b>							
Initial Consultation with Council Members	0.5	6	1	6	0		
Notice of public meeting (criteria)/translate	0.5	1	0	0	1		\$50.00
Draft resolution on criteria & process	0.5	1	0	0	1		
<b>ADVICE/CONSULTATION Total Hours</b>	<b>1.5</b>	<b>8</b>	<b>1</b>	<b>6</b>	<b>2</b>		
<b>ADVICE/CONSULTATION Total Cost</b>	<b>\$525</b>	<b>\$2,000</b>	<b>\$150</b>	<b>\$780</b>	<b>\$260</b>		
<b>IV. DEVELOP REDISTRICTING PLANS</b>							
Build first illustrative plan	0.5	2	1.5	4	0		
Adjust first illustrative plan (& present to public)	0.5	1	1	2	0		
Second illustrative plan	0.5	2	1.5	3	0		
Coordinate Election Precincts	0	0.5	0	0.5	0		
<b>DEVELOP REDISTRICTING PLANS Total Hours</b>	<b>1.5</b>	<b>5.5</b>	<b>4</b>	<b>9.5</b>	<b>0</b>		
<b>DEVELOP REDISTRICTING PLANS Total Cost</b>	<b>\$525</b>	<b>\$1,375</b>	<b>\$600</b>	<b>\$1,235</b>	<b>\$0</b>		
<b>V. PUBLIC HEARINGS AND ADOPTION OF PLAN</b>							
Prepare for and conduct Public hearing via telephone	0.5	3	1	3	1		
Analyze public input	1	2	1	2	2		
Prepare for and conduct meeting at conclusion of hearings to present findings	0.5	3	1	2	1		
Meeting to adopt Final Plan	0.5	3	1	3	1		
Court reporter	0	0	0	0	0		\$400.00
Fcc for transcript	0	0	0	0	0		\$100.00
Translate hearing notices/submission notice into Spanish	0	0	0	0	1		\$200.00
Large Format Maps for Posting at Hearings (\$50.00 x 4 maps)							\$200.00
<b>PUBLIC HEARINGS AND ADOPTION OF PLAN Total Hours</b>	<b>2.5</b>	<b>11</b>	<b>4</b>	<b>10</b>	<b>6</b>		<b>\$200.00</b>
<b>PUBLIC HEARINGS AND ADOPTION OF PLAN Total Cost</b>	<b>\$875</b>	<b>\$2,750</b>	<b>\$600</b>	<b>\$1,300</b>	<b>\$780</b>		
<b>VI. DOJ SUBMISSION</b>							
Maps/demographic information	0.5	1	1.5	4	2		
Staff gather exhibit materials	0.3	0.3	1	2	3		
Attorney draft letter	1	4	1	2	0		
Final compilation/organization/binding/mailling	0	0.5	0	3	3		
Notice to public re: submission/copy location/& translation	0	1	0	0	1		
Written description of districts/review (not included in this budget)	0	0	0	0	0		\$50.00
Analyze Section 5 & section 2 liability	1	2	1	1	0.5		
Review public hearing transcripts	0.5	2.5	0	0	1		
misc. copying/phone calls/postage costs							\$750.00
<b>DOJ SUBMISSION Total Hours</b>	<b>3.3</b>	<b>11.3</b>	<b>4.5</b>	<b>12</b>	<b>12.5</b>		
<b>DOJ SUBMISSION Total Cost</b>	<b>\$1,155</b>	<b>\$2,825</b>	<b>\$675</b>	<b>\$1,560</b>	<b>\$1,625</b>		
<b>VII. RESPOND TO DOJ REQUESTS FOR ADDITIONAL INFORMATION</b>							
Phone calls from DOJ Tech person asking questions	0.1	0.5	1	0	0.5		
Phone calls to DOJ regarding Submission status (attorney)	0.5	1	0	0	0		
Additional maps/data collection for submission	0	0	0	2.5	1		
Review supplemental data	0	0	0	0	0		
Possible second submission/change election date (not included in this budget)	0	0	0	0	0		
<b>RESPOND TO DOJ REQUESTS FOR ADDITIONAL INFORMATION Total Hours</b>	<b>0.6</b>	<b>1.5</b>	<b>1</b>	<b>2.5</b>	<b>1.5</b>		
<b>RESPOND TO DOJ REQUESTS FOR ADDITIONAL INFORMATION Total Cost</b>	<b>\$210</b>	<b>\$375</b>	<b>\$150</b>	<b>\$325</b>	<b>\$195</b>		
<b>Total Attorney Hours</b>	<b>46.7</b>						
<b>Total GIS Hours</b>	<b>54.5</b>						
<b>Total Paralegal Hours</b>	<b>22</b>						
<b>GRAND TOTALS</b>	<b>\$3,290</b>	<b>\$9,325</b>	<b>\$2,175</b>	<b>\$5,200</b>	<b>\$2,860</b>	<b>\$4,000.00</b>	<b>\$1,750.00</b>
<b>TOTAL FOR ALL</b>		<b>\$28,600</b>					
<b>TOTAL HOURS</b>		<b>123.2</b>					

Note: Some adjustment to this budget will occur upon the determination of the number of meetings required to present/develop plans

2011 Redistricting Rate Schedule			
AA	Alejandro Acosta	PARTNER	\$250.00
	Brad Lingenfelder	SPECIALIST	\$130.00
BBY	Brad Young	PARTNER	\$250.00
BD	Bill Dugat	PARTNER	\$300.00
BGB	Betty G. Brown	SPECIALIST	\$150.00
BSM	Beth Myers	PARALEGAL	\$130.00
BV	Becky Vragel	PARALEGAL	\$130.00
CAC	Cobby Caputo	PARTNER	\$300.00
CCR	Claudia Russell	PARTNER	\$250.00
CF	Catherine Fryer	PARTNER	\$250.00
CJC	Cindy Crosby	PARTNER	\$250.00
CRH	Robert Heath	PARTNER	\$350.00
CRK	Charles Kimbrough	PARTNER	\$250.00
CTT	Catherine Than	PARTNER	\$250.00
	David Gimnich	SPECIALIST	\$130.00
DB	Deborah Broadway	PARALEGAL	\$130.00
DGC	Douglas Caroom	PARTNER	\$250.00
DLA	Denise Anderson	PARALEGAL	\$130.00
DM	David Mendez	PARTNER	\$350.00
DVC	Denise Cheney	PARTNER	\$250.00
EJP	Eric Palinski	SPECIALIST	\$150.00
EMM	Esther Moreno	PARALEGAL	\$130.00
EWR	Emily Rogers	PARTNER	\$250.00
HD	Hector Delgado	OTHER ATTORNEY	\$250.00
	John Prater	SPECIALIST	\$130.00
JDW	John Warren	PARALEGAL	\$130.00
JEG	John Gangstad	PARTNER	\$250.00
JL	John C. Long IV	OTHER ATTORNEY	\$285.00
JNP	Joe Pratt	PARTNER	\$250.00
JRJ	John R. Jones	PARTNER	\$250.00
KA	Kathy Anderson	PARALEGAL	\$130.00
KAL	Katy Lumpkin	PARTNER	\$250.00
LAA	Laura Aguilar	PARALEGAL	\$130.00
MMM	Marco M. Munoz	OTHER ATTORNEY	\$250.00
MOM	Manuel Mendez	PARTNER	\$300.00
MSF	Mimosa Flores	PARALEGAL	\$130.00
RMA	Michael Anderson	OTHER ATTORNEY	\$250.00
RO	Ricardo Ortiz	PARTNER	\$250.00
RS	Rose Spector	OTHER ATTORNEY	\$250.00
SHM	Sherry McCall	SPECIALIST	\$150.00
SMH	Susan Horton	OTHER ATTORNEY	\$250.00
SMM	Susan Maxwell	PARTNER	\$250.00
SSR	Sandra Ray	PARALEGAL	\$130.00
SWF	Sydney W. Falk	PARTNER	\$350.00
TMP	Tom Pollan	PARTNER	\$325.00
WJE	Wil-Jeanne Eugene	ASSOCIATE	\$250.00

**LANCASTER CITY COUNCIL**  
Agenda Communication for  
February 28, 2011

**5**

AG11-005

**Consider a resolution of the City Council of the City of Lancaster, Texas, approving the terms and conditions of an Interlocal Agreement by and between the City of Dallas and the City of Lancaster for services related to the BioTel System; authorizing the City Manager to execute said agreement; providing a repealing clause; providing a severability clause; and providing an effective date.**

**This request supports the City Council 2010-2011 Policy Agenda.**

**Goal 3: Healthy, Safe, and Vibrant Neighborhoods**

**Background**

Texas law requires each Advanced Life Support (ALS) ambulance provider to have a qualified medical control system. BioTel is a federation of 17 municipal entities who have come together to provide for common Emergency Medical Services (EMS) Medical Direction and for a central on-line medical control. It falls directly under the medical license of Dr. Paul Pepe, the Medical Director for each of the agencies under the Texas EMS Statute. The City of Lancaster has utilized these services since the inception of our paramedic program in 1986.

**Considerations**

- **Operational** – The BioTel System has served us well over the past 25 years. BioTel provides the medical control required by Texas law to operate our Lancaster ambulances.
- **Legal** – The resolution and agreement have been reviewed by the City Attorney and approved as to form.
- **Financial** – The cost to the City of Lancaster for the next two years is \$31,828. Payment of \$15,914 is due for the year 2010 – 2011 and \$15,914 for the year 2011 – 2012.

- **Public Information** – There are no public information requirements.

**Options/Alternatives**

1. Council may approve the resolution as presented.
2. Council may reject the resolution. This would require the City to discontinue paramedic services.

**Recommendation**

Staff recommends approval of the resolution as presented.

**Attachments**

- Resolution
- City of Dallas Interlocal Agreement

**Prepared and submitted by:**  
Dee Dee Hillary, Training Officer  
Lancaster Fire Department

**Date:** February 9, 2011

**RESOLUTION NO. 2011-02-14**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF DALLAS AND THE CITY OF LANCASTER, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT A, FOR SERVICES RELATED TO THE BIOTEL SYSTEM; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Dallas ("Dallas") has renewed its contract with Parkland Health and Hospital System to staff the Dallas Emergency Medical Service Radio Center to provide medical control for paramedics in the field via radio and telemetered patient data ("BioTel System"); and

**WHEREAS**, the City of Lancaster ("Lancaster") desires to purchase the BioTel system services from Dallas and Dallas desires to provide said services to Lancaster; and

**WHEREAS**, the Interlocal Cooperation Act, Chapter 791 of the TEXAS GOVERNMENT CODE provides authorization for any local government to contract with one or more local governments to perform government functions and services under the terms of the Act; and

**WHEREAS**, Dallas and Lancaster desire to enter into the Interlocal Agreement permitting Lancaster to purchase BioTel services from Dallas, which is attached hereto and incorporated herein as Exhibit A, and authorizing the City Manager to execute said Agreement;

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

**SECTION 1.** The City Council hereby authorizes, approves and accepts the terms and conditions of the Interlocal Agreement by and between the City of Lancaster and City of Dallas for BioTel System services, which is attached hereto and incorporated herein by reference as Exhibit A.

**SECTION 2.** The City Manager of the City of Lancaster, Texas is hereby authorized to execute said agreement.

**SECTION 3.** Any prior Resolutions of the City Council in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

**SECTION 4.** Should any part of this Resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared to be servable.

**SECTION 5.** This Resolution shall take effect immediately from and after its passage, as the law and charter in such cases provide.

**DULY PASSED** and approved by the City Council of the City of Lancaster, Texas, on this the 28<sup>th</sup> day of February 2011.

**APPROVED:**

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Marcus E. Knight, Mayor

**ATTEST:**

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Dolle K. Downe, City Secretary

**APPROVED AS TO FORM:**

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Robert E. Hager, City Attorney

THE STATE OF TEXAS

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**Exhibit "A"**

COUNTY OF DALLAS

INTERLOCAL AGREEMENT

THIS AGREEMENT is made and entered into by and between the CITY OF DALLAS, a Municipal Corporation, located in Dallas County, Texas, ("CITY") and LANCASTER, TEXAS, a political subdivision of the State of Texas ("LANCASTER").

WITNESSETH

WHEREAS, the Interlocal Cooperation Act, Chapter 791, V.T.C.A., Texas Government Code provides authorization for any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

WHEREAS, the CITY issued a Request For Proposal for Biomedical On-Line Supervision for a Dallas area emergency medical system; and

WHEREAS, the BioTel System, staffed by Parkland Health & Hospital System physicians, paramedics, Registered nurses, and clerical staff, was created on July 1, 1980, to provide medical control for paramedics in the field via radio and telemetered patient data; and

WHEREAS, the CITY has, pursuant to Resolution No. 10-2363, has renewed its contract, effective October 1, 2010, with Parkland Health and Hospital System to staff the Dallas Emergency Medical Service Radio Center; and

WHEREAS, the CITY desires to contract with LANCASTER for the sale of BioTel services and LANCASTER desires to purchase from CITY the BioTel system services;

NOW THEREFORE, CITY and LANCASTER hereby enter into this interlocal agreement, for the mutual considerations stated herein:

I.

This Agreement should be administered on behalf of the CITY by the Chief of the Fire Department or his designee ("Chief or Director").

II.

Upon CITY'S request, the BioTel System shall provide to LANCASTER the medical control operation services selected from the list of services described in the contract between the CITY and Parkland Health and Hospital System.

III.

For the performance of the services provided by the BioTel System, LANCASTER agrees to pay CITY for all services provided by CITY an annual biotelemetry fee to be calculated on a per capita basis and CITY shall issue an invoice reflecting said fee in an amount not to exceed \$15,914.00 for year 2010-2011, and an amount not to exceed \$15,914.00 for year 2011-2012, for a total not to exceed amount of \$31,828.00 for this term. Payments for each of the various services requested from the CITY by LANCASTER will be made within thirty days after receipt of the invoice from CITY. All payments made under this agreement shall be made from currently available funds. Failure by the LANCASTER City Council to appropriate sufficient funds for the purpose of performing this Agreement shall operate as an automatic termination of the Agreement. LANCASTER shall pay City for all services performed prior to LANCASTER notifying City of such termination.

IV.

The term of this Agreement shall be coterminous with the CITY's renewal contract with Parkland Health & Hospital System, which shall begin as of October 1, 2010, and end on September 30, 2012. Either party to this Agreement may terminate the performance of services under this agreement on thirty (30) days written notice to the other party. LANCASTER agrees to pay CITY for the services authorized by the Chief and completed prior to the effective date of termination.

V.

LANCASTER agrees to be responsible for its own acts of negligence and CITY agrees to be responsible for its own acts of negligence, which may arise in connection with the purchase, use, and operation of BioTel System services. In the event of joint and concurrent negligence, LANCASTER and CITY agree that responsibility shall be apportioned comparatively in accordance with the laws of the State of Texas. This obligation shall be construed for the benefit of the parties hereto, and not for the benefit of any third parties, nor to create liability for the benefit of any third parties, nor to deprive the parties hereto of any defenses each may have as against third parties under the laws and court decisions of the State of Texas.

VI.

All notices, communications and reports under the Agreement shall be mailed or delivered to the respective parties as follows:

To CITY:

Chief, Fire Department  
7 AS City Hall  
1500 Marilla  
Dallas, Texas 75201

To LANCASTER, TEXAS:

Chief, Fire Department  
City of Lancaster  
1501 North Dallas Avenue  
Lancaster, Texas 75134

VII.

A. MISCELLANEOUS PROVISIONS

1. Each party to this Agreement paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

2. This Agreement is entered into subject to the Charter and ordinances of the City of Dallas, as amended, and applicable Texas State laws. The provisions of this Agreement shall be construed in accordance with the laws and court decisions of the State of Texas; and exclusive venue for any litigation that may be filed by either party hereto in connection with this Agreement shall be in Dallas County, Texas.

3. This Agreement can be revised at anytime by mutual consent of the parties and shall be revised by written amendment(s) to this Agreement and signed by both parties. No oral modifications can be made to this Agreement.

4. The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

5. This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties relating to matters in this Agreement.

EXECUTED THIS the \_\_\_\_ day of \_\_\_\_\_, by CITY and LANCASTER, TEXAS.

APPROVED AS TO FORM:  
THOMAS P. PERKINS, JR.  
City Attorney

CITY OF DALLAS  
MARY K. SUHM  
City Manager

BY \_\_\_\_\_  
Assistant City Attorney

BY \_\_\_\_\_  
Assistant City Manager

LANCASTER, TEXAS

LANCASTER, TEXAS

By \_\_\_\_\_  
City Attorney

BY \_\_\_\_\_  
City Manager

**LANCASTER CITY COUNCIL**  
Agenda Communication for  
February 28, 2011

**6**

AG11-006

**Consider a resolution of the City Council of the City of Lancaster, Texas, approving the terms and conditions of an Agreement for Mutual Aid by and among the City of Lancaster and other participating local governments of the State of Texas for the purpose of providing mutual aid in the event of an emergency, disaster and/or civil emergency as provided in the agreement; authorizing the City Manager to execute said agreement; providing a repealing clause; providing a severability clause; and providing an effective date.**

**This request supports the City Council 2010-2011 Policy Agenda.**

**Goal 1: Financially Sound City Government**

**Background**

There are currently 29 governmental agencies that participate in an existing Agreement for Mutual Aid in disaster assistance. The agreement has served the citizens of those 29 agencies well since inception. After the events of September 11, 2001, the Dallas County Fire Chiefs Association began to review the 1984 Agreement and found that it needed updating. Issues such as the requirement that all jurisdictions adopt and operate under the National Incident Management System (NIMS), and the Federal Emergency Management Agency (FEMA) policy on monetary reimbursement became big factors in the decision to pursue the update of the existing agreement. This agreement is a result of that process.

**Considerations**

- **Operational** - This agreement provides for assistance in a disaster situation. Lancaster will provide and/or receive assistance.
- **Legal** - This agreement updates the legal references and is required for disaster assistance. The agreement and resolution have been reviewed and approved as to form by the City Attorney.

- **Financial** - The City of Lancaster shall not be required to reimburse a responding party for costs incurred during the first operational period as defined in Article I of this agreement. This is a financial protection for the City of Lancaster in the event of a disaster.
- **Public Information** – There are no public information requirements.

**Options/Alternatives**

1. Approve the resolution as presented.
2. Reject the resolution and discontinue responding to Dallas County areas.

**Recommendation**

Staff recommends that City Council approve the resolution as presented.

**Attachments**

- Resolution
- Agreement for Mutual Aid

**Prepared and submitted by:**  
Captain Pat Adamcik, Fire Department

**Date:** February 16, 2011

**RESOLUTION NO. 2011-02-15**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND AMONG THE CITY OF LANCASTER AND OTHER PARTICIPATING LOCAL GOVERNMENTS OF THE STATE OF TEXAS FOR THE PURPOSE OF PROVIDING MUTUAL AID IN THE EVENT OF AN EMERGENCY, DISASTER AND/OR CIVIL EMERGENCY AS PROVIDED IN THE AGREEMENT; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, it is the responsibility of the City of Lancaster to secure protection of life and property in the event of an emergency, disaster and/or civil emergency for the City and its citizens; and

**WHEREAS**, Chapter 791 of the Texas Government Code ("Interlocal Cooperation Act"), authorizes local government entities to enter into interlocal contracts for governmental purposes; and

**WHEREAS**, the Texas Government Code 791.006 specifically authorizes interlocal agreements for the purpose of providing fire protection services; and

**WHEREAS**, the City Council for the City of Lancaster desires to secure the benefits of mutual aid for the protection of life and property in the event of an emergency and/or disaster; and

**WHEREAS**, upon full review and consideration of the Agreement for Mutual Aid creating a plan to foster communications and share resources, personnel and equipment between the Parties to the Agreement in the event of an emergency, disaster and/or civil disaster, and all matters related thereto, the City Council is of the opinion and finds that the terms and conditions of said Agreement should be approved.

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

**SECTION 1.** That the Agreement for Mutual Aid, which is attached hereto and incorporated herein by reference as Exhibit "A", having been reviewed by the City Council of the City of Lancaster, Texas, and found to be acceptable and in the best interest of the City and its citizens, be, and the same is hereby, in all things approved.

**SECTION 2.** The City Manager of the City of Lancaster, Texas is hereby authorized to execute said agreement.

**SECTION 3.** Any prior Resolutions of the City Council in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

**SECTION 4.** Should any part of this Resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared to be servable.

**SECTION 5.** This Resolution shall take effect immediately from and after its passage, and it is duly resolved.

**DULY PASSED AND APPROVED** by the City Council of the City of Lancaster, Texas, on this the 28<sup>th</sup> day of February 2011.

**APPROVED:**

\_\_\_\_\_  
Marcus E. Knight, Mayor

**ATTEST:**

\_\_\_\_\_  
Dolle K. Downe, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Robert E. Hager, City Attorney

**STATE OF TEXAS**

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**AGREEMENT FOR MUTUAL AID**

**COUNTY OF DALLAS**

This Mutual Aid Agreement ("Agreement") is entered into by and between the undersigned Participating Local Governments of the State of Texas acting by and through their duly authorized officials. The undersigned Participating Local Governments and any and all other Participating Local Governments of the State of Texas adopting this Agreement upon a formal order of their respective governing bodies as provided herein may be referred to in this Agreement individually as "Party" and collectively as "Parties".

**RECITALS:**

**WHEREAS**, the Parties recognize the vulnerability of the people and communities located within the counties and political subdivisions to damage, injury, and loss of life and property resulting from emergencies, disasters and/or civil emergencies and recognize that such incidents may present equipment and personnel requirements beyond the capacity of each individual Party; and

**WHEREAS**, the Parties to this Agreement recognize that Mutual Aid has been provided in the past and have determined that it is in the best interests of themselves and their citizens to create a plan to foster communications and the sharing of resources, personnel and equipment in the event of emergencies; and

**WHEREAS**, the governing officials of the Parties desire to secure for each Party the benefits of Mutual Aid for the protection of life and property in the event of an Emergency, Disaster and/or Civil Emergency; and

**WHEREAS**, the Parties wish to make suitable arrangements to provide Mutual Aid in response to emergencies, disasters and/or civil emergencies and are so authorized and make this Agreement pursuant to Texas Government Code Chapter 791 ("Interlocal Cooperation Act"); Texas Government Code Chapter 418; and, Texas Statewide Mutual Aid System of the Emergency Management Chapter, also known as the Texas Disaster Act of 1975;

**WHEREAS**, the Parties recognize that this Agreement would allow for better coordination of effort between the Parties, would provide that adequate equipment and personnel are available, and would help ensure that Mutual Aid is accomplished in the minimum time possible in the event of an Emergency, Disaster or Civil Emergency and thus desire to enter into this Agreement to provide Mutual Aid; and

**WHEREAS**, it is expressly understood that any Mutual Aid extended under this Agreement and the operational plan adopted pursuant thereto, is furnished in accordance with the "Texas Disaster Act" and other applicable provisions of law and, except as otherwise provided by law, that the responsible local official in whose jurisdiction an incident requiring Mutual Aid has occurred shall remain in charge at such incident including the direction of such personnel and equipment provided him/her through the operation of such Mutual Aid plans;

**NOW, THEREFORE,** in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

## **Article I Definitions**

As used throughout this Agreement, the following terms listed below will have the following meanings:

**Agreement** shall mean this Agreement for Mutual Aid.

**Civil Emergency** shall mean any natural or manmade disaster or emergency that causes or could cause substantial harm to the population or infrastructure. This term can include a “major disaster” or “emergency” as those terms are defined in the Stafford Act, as amended, as well as consequences of an attack or a national security emergency. Where federal assistance is needed to supplement state and local efforts and capabilities to save lives and to protect property and public health and safety, or to lessen or avert the threat of a catastrophe in any part of the United States.

**Fire Chief** shall mean the Fire Chief, or his/her designee.

**Disaster** shall mean the occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or man-made cause, including fire, flood, earthquake, wind, storm, wave action, oil spill or other water contamination, volcanic activity, epidemic, air contamination, blight, drought, infestation, explosion, hostile military or paramilitary action, energy emergency (as that term is defined in Chapter 418 of the Texas Government Code), acts of terrorism, and other public calamity requiring emergency action.

**Emergency** shall mean any occurrence, or threat thereof, which results in substantial injury or harm to the population, or damage to or loss of property.

**Mutual Aid** shall mean, but is not limited to, such resources as facilities, equipment, services, supplies, and personnel.

**Mutual Aid Master Plan** shall mean a written operational plan approved by the Dallas County Fire Chiefs to establish predetermined assignments for participating agencies for emergency responses and nonemergency responses to provide fill-ins.

**NIMS (National Incident Management System)** shall mean a system designed to enable effective and efficient domestic incident management by integrating a combination of facilities, equipment, personnel, procedures and communications operating within a common organization structure, designed to enable effective and efficient domestic incident management. Under NIMS is ICS (Incident Command System).

**Operational Period** shall mean a period of time beginning at the time of the request for Mutual Aid and lasting for twenty-four (24) hours.

**Party or Parties** shall mean the local governmental entity(ies) that are signatories to and have agreed to adopt this Mutual Aid Agreement.

**Responding Local Government Entity (Responding Party)** means a local governmental entity providing mutual aid assistance in response to a request under this Agreement, *i.e.* furnishing equipment, supplies, facilities, services and/or personnel to the Requesting Party.

**Requesting Local Government Entity (Requesting Party)** shall mean a local governmental entity requesting mutual aid assistance under this Agreement for emergency work resulting from a fire, Emergency, Civil Emergency or Disaster within its legal jurisdiction.

## **Article II Term**

This Agreement shall become effective as to each Party on date of adoption as indicated on the signature page for each Party and shall continue in force and remain binding on each and every Party for twelve (12) months from the effective date. This Agreement shall renew automatically for a period of one year upon the completion of the initial term and each subsequent term unless and until such time as the governing body of a Party terminates its participation in this Agreement pursuant to Article IV of this Agreement. Termination of participation in this Agreement by a Party or Parties shall not affect the continued operation of this Agreement between and among the remaining Parties.

## **Article III Participation by additional Local Government Entities**

Any local government entity may participate in the Agreement with the approval of the Dallas County Fire Chiefs Association as recommended by the Mutual Aid Committee. Each participating local government entity will be required to approve and agree to the terms and conditions of this Agreement. The participation of additional participating local government entities shall not require the approval of other participating local government entities.

## **Article IV Termination**

Any Party may at any time by resolution or notice given to all the other Parties decline to participate in the provision of Mutual Aid. The governing body of a Party shall, by resolution, give notice of termination of participation in this Agreement and submit a certified copy of such resolution to all other Parties. Such termination shall become effective not earlier than thirty (30) days after the filing of such notice. The termination by one or more of the Parties of its participation in this Agreement shall not affect the operation of this Agreement as between the other Parties hereto.

## **Article V Activation of Agreement**

5.1 The request for assistance under this Agreement may be activated by a determination by the Fire Chief of the Party having jurisdiction that the incident, Emergency, Disaster or imminent threat of an Emergency or Disaster is such that local capabilities are or are predicted to be exceeded.

5.2 The request for assistance under this Agreement shall continue, whether or not a local Disaster declaration or state of Civil Emergency is active, until the services of the Responding Party are no longer required or the Responding Party determines that its resources are needed within its own jurisdiction and officially recalled.

## **Article VI Procedures for Requests and Provision of Mutual Aid**

6.1 Methods of Requesting Mutual Aid. The Fire Chief of the Requesting Party may request Mutual Aid assistance under this Agreement by one of the three following methods:

- (1) Orally communicating a request for Mutual Aid under this Agreement to Dallas Fire Rescue Communications as specified in the Mutual Aid Master Plan;
- (2) Orally communicating a direct request for Mutual Aid to a Party using established local written procedures; or,
- (3) Orally communicating a direct request for Mutual Aid to any Party.

6.2 Criteria for Requesting Mutual Aid. Mutual Aid shall not be requested by a Party unless it is directly related to the Emergency, Disaster or Civil Emergency and resources available from the normal responding agencies are deemed to be inadequate, or are predicted to be expended prior to resolution of the situation. All requests for Mutual Aid must be transmitted by the Fire Chief of the Requesting Party.

6.3 Mutual Aid Service Functions. The types of Mutual Aid emergency service functions that may be requested under this Agreement include, but are not limited to, fire, search and rescue, fire inspection, fire engineer services, emergency communications, arson and fire investigation, planning and information assistance, mass care, special rescue, hazardous materials, explosive ordinance disposal, command and control, resource support, emergency medical services, mass casualty, health and other medical services.

6.4 Assessment of Availability of Resources and Ability to Render Assistance. When contacted by a Requesting Party, the Fire Chief of the Responding Party agrees to assess local resources to determine availability of personnel, equipment and other assistance based on current or anticipated needs. All Parties shall render assistance to the extent personnel, equipment and resources are deemed available. No Party shall be required to provide Mutual Aid unless it

determines that it has sufficient resources to do so, based on current or anticipated events within its own jurisdiction.

6.5 Supervision and Control. When providing assistance under the terms of this agreement, the personnel, equipment, and resources of any Responding Party will be under the operational control of the Requesting Party. These response operations shall be NIMS (National Incident Management System) compliant as well as being organized and functioning within an Incident Command System (ICS), Unified Command System (UCS). Direct supervision and control of personnel, equipment and resources and personnel accountability shall remain with the designated supervisory personnel of the Responding Party. The designated supervisory personnel of the Responding Party shall: maintain daily personnel time records, material records, and a log of equipment hours; be responsible for the operation and maintenance of the equipment and other resources furnished by the Responding Party; and, shall report work progress to the Requesting Party. The Responding Party's personnel and other resources shall remain subject to recall by the Responding Party at any time, subject to reasonable notice to the Requesting Party.

6.6 Food, Housing and Self-Sufficiency. Unless specifically instructed otherwise, the Requesting Party shall have the responsibility of providing food and housing for the personnel of the Responding Party from the time of their arrival at the designated location to the time of their arrival back at the responding party's home department. However, Responding Party personnel and equipment should be, to the greatest extent possible, self-sufficient while working in the Emergency or Disaster area. The Requesting Party may specify only self-sufficient personnel and resources in its request for assistance.

6.7 Communications. Unless specifically instructed otherwise, the Requesting Party shall have the responsibility for coordinating communications between the personnel of the Responding Party and the Requesting Party. Responding Party personnel should be prepared to furnish their own communications equipment sufficient only to maintain communications among their respective operating units, if it is practicable.

6.8 Rights and Privileges. Personnel who are assigned, designated or ordered by proper authority to perform duties pursuant to this Agreement shall continue to receive the same wages, salary, pension, and other compensation and benefits for the performance of such duties, including injury or death benefits, disability payments, and workers' compensation benefits, as though the service had been rendered within the limits of the jurisdiction where the personnel are regularly employed. Moreover, all medical expenses, wage and disability payments, pension payments, damage to equipment and clothing shall be paid by the Participating Local Government in which the employee in question is regularly employed.

6.9 Duration of Deployment. The Responding Party shall be released by the Requesting Party when the services of the Responding Party are no longer required or when the Fire Chief of the Responding Party determines, in his/her sole discretion, that further assistance should not be provided.

6.10 Common Jurisdictional Boundaries. In areas where common jurisdictional boundaries exist, it is understood that accurate determination of jurisdiction may not be possible

upon receipt of the alarm. In such cases, it is deemed appropriate and in the best interest of the public for the entity receiving the alarm to dispatch its forces and render aid at the scene of the emergency until an accurate determination of jurisdictional responsibility can be made and if the outside responding entity is properly relieved by the entity having jurisdiction. Under the conditions described in this Section, the terms and condition of this Agreement shall be in effect just as though a request for Mutual Aid had been initiated.

## **Article VII Cost Limitation**

A Requesting Party shall not be required to reimburse a Responding Party for costs incurred during the first Operational Period as defined in Article I of this Agreement. A Requesting Party shall be required to reimburse a Responding Party for costs incurred after the first Operational Period.

## **Article VIII Insurance**

8.1 Workers' Compensation Coverage. Each Party shall be responsible for its own actions and those of its employees and is responsible for complying with the Texas Workers' Compensation Act.

8.2 Automobile Liability Coverage. Each Party shall be responsible for its own actions and is responsible for complying with the Texas motor vehicle financial responsibility laws.

8.3 Liability. To the extent permitted by law and without waiving sovereign immunity, each Party shall be responsible for any and all claims, demands, suits, actions, damages, and causes for action related to or arising out of or in any way connected with its own actions, and the actions of its personnel in providing Mutual Aid assistance rendered or performed pursuant to the terms and conditions of this Agreement. Each Party agrees to obtain general liability and public official's liability insurance, if applicable, or maintain a comparable self-insurance program.

8.4 Other Coverage: The Responding Party shall provide and maintain its standard packages of medical and death benefit insurance coverage while its personnel are assisting the Requesting Party.

## **Article IX Waiver of Claims Against Parties; Immunity Retained**

Each Party hereto waives all claims against the other Parties hereto for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement, except those caused in whole or in part by the negligence of an officer, employee, or agent of another Party. No Party waives or relinquishes any immunity or defense on behalf of

itself, its officers, employees and agents as a result of the foregoing sentence or its execution of this Agreement and the performance of the covenants contained herein.

## **Article X Expending Funds**

Each Party that performs services or furnishes aid pursuant to this Agreement shall do so with funds available from current revenues of the Party. No Party shall have any liability for the failure to expend funds to provide aid hereunder.

## **Article XI Miscellaneous**

11.1 Entirety: This Agreement contains all commitments and agreements of the Parties with respect to the Mutual Aid to be rendered hereunder during or in connection with an Emergency, Disaster and/or Civil Emergency. No other oral or written commitments of the Parties with respect to Mutual Aid under this Agreement shall have any force or effect if not contained herein, except as provided in Section 11.2 below.

11.2 Other Mutual Aid Agreements. This Agreement is not intended to replace local mutual aid agreements and local jurisdictions are encouraged to develop local agreements with each other for Mutual Aid in emergency, disaster and/or civil emergency situations and it is agreed that, to the extent there is a conflict between this Agreement and any other such Mutual Aid agreement, the provisions of this Agreement shall be superior to any such individual or previously adopted Mutual Aid Agreement(s) or contract(s).

11.3 Interlocal Cooperation Act. The Parties agree that Mutual Aid in the context contemplated herein is a “governmental function and service” and that the Parties are “local governments” as that term is defined herein and in the Interlocal Cooperation Act, Texas Government Code Chapter 791.

11.4 Severability. If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of the Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

11.5 Validity and Enforceability. If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement shall continue in full force and effect.

11.6 Amendment. This Agreement may be amended only by the mutual written consent of the Parties.

11.7 Third Parties. This Agreement is intended to inure only to the benefit of the Parties hereto. This Agreement is not intended to create, nor shall be deemed or construed to create any rights in third parties.

11.8 Notice. Any notice required or permitted between the Parties must be in writing, addressed to the attention of each respective Fire Chief, and shall be delivered in person, or certified mail, return receipt requested, or may be transmitted by facsimile (fax) transmission.

11.9 Governing Law and Venue. The laws of the State of Texas shall govern this Agreement. In the event of an Emergency or Disaster physically occurring within the geographical limits of only one county that is a Party hereto, venue shall lie in the county in which the Emergency or Disaster occurred. In the event of an Emergency or Disaster physically occurring in more than one county that is a Party hereto, venue shall be determined in accordance with the Texas Rules of Civil Procedure.

11.10 Headings. The headings at the beginning of the various provisions of this Agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this Agreement.

11.11 Signatories. The City of Dallas shall be the official repository of original signature pages of the Parties to this Agreement and will maintain an up-to-date list of those Parties. Each Party will retain a copy of its own originally signed document with an additional individual signature page from that City to be filed with the City of Dallas under this Agreement.

*(Signature pages to follow)*

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**City of Addison, Texas**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**City of Balch Springs, Texas**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**City of Carrollton, Texas**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**City of Cedar Hill, Texas**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**City of Cockrell Hill, Texas**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**City of Coppell, Texas**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**City of Dallas, Texas**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**City of DeSoto, Texas**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**City of Duncanville, Texas**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**City of Farmers Branch, Texas**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**City of Garland, Texas**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**City of Glen Heights, Texas**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**City of Grand Prairie, Texas**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**City of Highland Park, Texas**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**City of Hutchins, Texas**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**City of Irving, Texas**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**City of Lancaster, Texas**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**City of Lewisville, Texas**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**City of Mesquite, Texas**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**City of Plano, Texas**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**City of Richardson, Texas**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**City of Rowlett, Texas**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**City of Sachse, Texas**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**City of Seagoville, Texas**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**City of Sunnyvale, Texas**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**City of University Park, Texas**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**City of Wilmer, Texas**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**Dallas County, Texas**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**Dallas-Fort Worth International Airport Board**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**LANCASTER CITY COUNCIL**  
Agenda Communication for  
February 28, 2011

**7**

AG11-007

**Consider a resolution of the City Council of the City of Lancaster, Texas, approving the terms and conditions of an Ambulance Service Agreement by and between the City of Lancaster and the County of Dallas to provide ambulance service response to contiguous unincorporated areas in Dallas County; authorizing the City Manager to execute said agreement; providing a repealing clause; providing a severability clause; and providing an effective date.**

**This request supports the City Council 2010-2011 Policy Agenda.**

**Goal 1: Financially Sound City Government**

**Background**

The Lancaster Fire Department has provided ambulance responses to adjacent contiguous unincorporated Dallas County for many years. Dallas County reimburses the City based on a flat fee per call for service. This agreement will extend those services.

**Considerations**

- **Operational** - The Lancaster Fire Department can respond to these unincorporated areas in a timely manner. Without this Agreement those areas would have an extended Ambulance response from other cities. A map is included for detail on the identified area (ESN #267)

In addition to this Agreement, the City of Lancaster has a mutual aid agreement with Dallas County that allows us to call Dallas County units to our city at no cost to the City.

- **Legal** - This Agreement is typical of those in surrounding areas where a contract for Ambulance services is desirable. The Agreement has been approved by the City attorney.
- **Financial** - The City receives payment from Dallas County for the responses actually rendered. This revenue helps offset our expense in maintaining Fire and EMS service within the City. The Lancaster Fire Department also bills the patient for services in addition to the flat fee paid by the County.

- **Public Information** – There are no public information requirements.

**Options/Alternatives**

1. Approve the resolution as presented.
2. Reject the resolution and discontinue providing ambulance services.

**Recommendation**

Staff recommends approval of the resolution as presented.

**Attachments**

- Resolution
- Ambulance Service Agreement

**Prepared and submitted by:**  
Captain Pat Adamcik, Fire Department

**Date:** February 16, 2011

**RESOLUTION NO. 2011-02-16**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AMBULANCE SERVICE AGREEMENT BY AND BETWEEN THE CITY OF LANCASTER AND THE COUNTY OF DALLAS TO PROVIDE AMBULANCE SERVICE RESPONSE TO CONTIGUOUS UNINCORPORATED AREAS IN DALLAS COUNTY; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Dallas County has requested that the City of Lancaster continue its ambulance response services into Dallas County unincorporated areas; and

**WHEREAS**, the Lancaster Fire Department wishes to continue those services; and

**WHEREAS**, the City Council of the City of Lancaster finds that it is in the best interest of the City to continue those services.

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

**SECTION 1.** The Ambulance Service Agreement by and between the City of Lancaster and Dallas County, attached hereto as Exhibit A, having been reviewed by the City Council of the City of Lancaster, Texas and found to be acceptable and in the best interest of the City and its citizens. Be and, the same is hereby, in all things approved.

**SECTION 2.** The City Manager of the City of Lancaster, Texas is hereby authorized to execute said agreement.

**SECTION 3.** Any prior Resolutions of the City Council in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

**SECTION 4.** Should any part of this Resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared to be servable.

**SECTION 5.** This Resolution shall take effect immediately from and after its passage, and it is duly resolved.

**DULY PASSED AND APPROVED** by the City Council of the City of Lancaster, Texas,  
on this the 28<sup>th</sup> day of February 2011.

**APPROVED:**

\_\_\_\_\_  
Marcus E. Knight, Mayor

**ATTEST:**

\_\_\_\_\_  
Dolle K. Downe, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Robert E. Hager, City Attorney

**STATE OF TEXAS       §            AMBULANCE SERVICE AGREEMENT**  
**§            BETWEEN THE COUNTY OF DALLAS**  
**COUNTY OF DALLAS §            AND THE CITY OF LANCASTER**

**WHEREAS**, the City of Lancaster, Texas (“City”), has agreed to provide ambulance services to certain unincorporated areas of Dallas County, Texas (“County”); and

**WHEREAS**, the County has requested the City to provide such ambulance services with City owned ambulance equipment and vehicles operated by City employees and/or volunteer personnel; and

**WHEREAS**, the Interlocal Cooperation Act in Chapter 791 of the Texas Government Code authorizes this Agreement (“Agreement”) between the City and the County;

**NOW THEREFORE**, the City and the County hereby enter into this Agreement to provide for ambulance services as follows:

**I. SERVICES**

For the consideration stated herein, the City agrees to (i) furnish ambulance services, and (ii) to answer all ambulance calls in the assigned unincorporated area adjacent to and/or near the corporate limits of the City, as shown on the County’s official ambulance zone map, a copy of which is attached as Exhibit “A” and incorporated herein for all purposes. The City shall notify the County within three days after the City annexes or de-annexes any real property that changes the territorial jurisdiction of the City. The County Fire Marshal shall review any such annexations or de-annexations, adjust the map

in Exhibit "A" accordingly, and deliver an updated Exhibit "A" map to the City, which shall constitute official notice of the change. Responses by the City shall continue into any annexed area until such official notice, in the form of an updated Exhibit "A" map, is received by the City from the County Fire Marshal. Responses by the City shall commence into any de-annexed area when official notice, in the form of an updated Exhibit "A" map, is received by the City from the County Fire Marshal.

## **II. TERM OF THE AGREEMENT**

This Agreement shall be in effect during the County fiscal year of October 1, 2010 through September 30, 2011, and will automatically be extended for two additional one-year fiscal periods (October 1, 2011 through September 30, 2012, and October 1, 2012 through September 30, 2013) provided, and only if County appropriates and budgets the necessary funds to pay for ambulance services in each of the succeeding one year fiscal periods. In the event that funds are not appropriated by County for a succeeding fiscal year, this Agreement shall terminate on the last day of the fiscal year in which funds are appropriated for such fiscal year.

## **III. DEFINITIONS & CONDITIONS**

An "Ambulance Run" shall mean an ambulance response into the assigned unincorporated area of the County where any type of emergency medical treatment is performed, or where valid reasons can be provided by the City as to why there was no need to administer treatment. An Ambulance Run does not include the routine dispatch of an ambulance vehicle to the location or address of a "Fire Run" (as defined below),

when the necessity of an ambulance vehicle at such location or address does not exist and is not required to meet the requirements of a valid Ambulance Run or a Fire Run.

The “Minimum Ambulance Staffing” shall include at least the following:

- (i) Advanced Life Support (“ALS”) units shall have a minimum of one Emergency Medical Technician-Paramedic (“EMT-Paramedic”) and one Emergency Medical Technician-Basic (“EMT-Basic”).
- (ii) Basic Life Support (“BLS”) units shall have a minimum of two EMT-Basics.

A “Fire Run” shall mean a fire department response with a fire protection vehicle into the assigned unincorporated area of the County where any type of extinguishing agent is applied to a fire or when valid reasons are provided by City as to why there was no need to apply an extinguishing agent to a fire.

#### **IV. REIMBURSEMENT BY COUNTY**

The County agrees to reimburse the City at the rate of THREE HUNDRED SEVENTY-FIVE DOLLARS (\$375.00) for each approved Ambulance Run that the City makes into the defined unincorporated area specified in Exhibit “A”.

In order for the City to be eligible for reimbursement for an Ambulance Run, the Ambulance Run must be to a location within the unincorporated area assigned to the City as specified in Exhibit “A”. When the City receives an original call for an Ambulance Run, the City must immediately notify the County Fire Marshal by contacting the Sheriff’s Department by telephone or radio. The City must file with the County Fire Marshal, not later than five (5) days after the end of the calendar month, a certified list of

the Fire Runs made into said unincorporated areas during the preceding month. Ambulance Runs that are not to a location in the assigned unincorporated area, or that have not been approved prior to a mutual aid assistance call, will be disallowed by the County Fire Marshal and no reimbursement will be made to the City for such Ambulance Runs.

The County Fire Marshal will notify the City of any response locations that cannot be located from the information provided on the run sheet, and of Fire Runs which are not eligible for reimbursement within thirty (30) days after the receipt of said City report. If a reply is not received from the City after the second request from the County Fire Marshal, the Fire Run will be disallowed. The City will not be reimbursed for an Ambulance Run when (i) an ambulance vehicle is routinely dispatched to the same location or address of an Fire Run, (ii) the necessity for an ambulance vehicle at the location or address of a Fire Run does not exist, or (iii) an ambulance vehicle is not required to meet the requirements of a valid Ambulance Run or Fire Run. All duplicate Fire Runs and/or Ambulance Runs to the same location or address must be verified by the County Fire Marshal for validity and the necessity of such duplicate run must be established by the City in order to be eligible for reimbursement. The County will reimburse the City for all eligible Ambulance Runs within thirty (30) days after the end of each quarter year during the Term of this Agreement.

## **V. FEES CHARGED TO CITIZENS**

The City may collect from the citizens the same fee for ambulance service in the assigned unincorporated areas that it charges for like services in the City. The City shall

not charge the citizens in the assigned unincorporated area more for services than it charges for like services in the City. The County shall not assist in the collection of any fees charged by the City. No reimbursement for uncollected fees shall be made by County.

Payment shall be for “per ambulance utilized” not for “per patient transported”. In multi-injury incidents or situations, each ambulance must transport two patients per ambulance, except in those cases where cardiopulmonary resuscitation (“CPR”) is in progress or where multiple injuries involving a patient in a life-threatening situation must receive extensive personal treatment while being transported.

## **VI. FINANCIAL ASSISTANCE**

During the County fiscal years in which this Agreement is in effect, the County will appropriate and budget funds to provide financial assistance for an Emergency Care Attendant/Emergency Medical Technician/Paramedic (“ECA/EMT/Paramedic”). All cities that contract with County for ambulance services during the fiscal years covered by this Agreement will be eligible to receive a portion of these budgeted sums each year based upon the following formula.

During each fiscal year the amount appropriated and budgeted will be divided by the total number of allowed and paid Ambulance Runs made during the preceding fiscal year by cities contracting with County in each of the fiscal years covered by this Agreement to determine the average Ambulance Run cost to be then multiplied by the number of paid runs made by each contracting City. After all cities that contract with County to provide ambulance services during the fiscal years covered by this Agreement

have executed an agreement for their respective City, County will determine the amount that the City is entitled to receive under this Agreement, and such amount will then be paid to the City.

Notwithstanding the foregoing language of this Section VI, the County shall not be obligated to pay to the City a portion of such funds in any fiscal year unless the County appropriates and budgets in each of the fiscal years the amount stated above for the fiscal year for such training.

#### **VII. TERMINATION OF THE AGREEMENT**

This Agreement may be terminated by either party without cause by giving the other party ninety (90) days prior written notice of the termination.

#### **VIII. CIVIL LIABILITY**

Pursuant to Subsection (a-1) of Section 791.006 of the Texas Government Code, civil liability assigned in this agreement is expressly assigned differently than liability would otherwise be assigned under Subsection (a) of Section 791.006 of the Texas Government Code.

The County agrees to be responsible for any liability or damages the County may suffer as a result of claims, demands, costs or judgments, including all reasonable attorneys fees, against the County, including workers compensation claims, arising out of the performance of the services under this Agreement, or arising from any accident, injury or damage, whatsoever, to any person or persons, or to the property of any person(s) or corporation(s) occurring during the performance of this Agreement and caused by the sole negligence of the County, its agents, officers and/or employees.

The City agrees to be responsible for any liability or damages the City may suffer as a result of claims, demands, costs or judgments, including all reasonable attorneys fees, against the City, including workers compensation claims, arising out of the performance of the services under this Agreement, or arising from any accident, injury or damage, whatsoever, to any person or persons, or to the property of any person(s) or corporation(s) occurring during the performance of this Agreement, and caused by the sole negligence of the City, its agents, officers, employees, and/or volunteers.

The County and the City agree that any liability or damages as stated above occurring during the performance of this Agreement caused by the joint or comparative negligence of their employees or officers shall be determined in accordance with comparative responsibility laws of the State of Texas.

### **IX. NOTICE**

Any notice or certification provided for in this Agreement to be given by either party to the other shall be required to be in writing and shall be deemed given when personally delivered or within three (3) business days after being deposited in the United States mail, postage prepaid, certified, return receipt requested or registered addressed as follows:

To County:                      Fire Marshal  
   County of Dallas  
   Records Building  
   509 Main Street, Room 310  
   Dallas, Texas 75202

To City:                              Fire Chief  
   City of Lancaster  
   1650 N. Dallas Ave  
   Lancaster, Texas 75134

## **X. MISCELLANEOUS PROVISIONS**

### **Applicable Law.**

This Agreement is expressly made subject to the County's Sovereign Immunity, Title 5 of the Texas Civil Remedies Code, and all applicable laws and common law defenses available to the County. This Agreement and all matters pertinent thereto shall be construed and enforced in accordance with the laws of the State of Texas and venue shall lie exclusively in Dallas County, Texas.

### **Entire Contract.**

This Agreement, including all Exhibits, and Addendum, constitutes the entire agreement between the parties hereto and may not be modified except by an instrument in writing executed by the County and the City.

### **Binding Effect.**

This Agreement and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto as well as the parties themselves; provided, however, that the County, its successors and assigns shall be obligated to perform County's covenants under this Agreement only during, and in respect of their successive periods as the County, during the term of this Agreement.

### **Severability.**

If any provision of this Agreement shall be held invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provision shall remain in full force and effect.

Amendment.

This Agreement may not be amended except in a written instrument specifically referring to this Agreement and signed by the County and the City.

Number and Gender.

Words of any gender used in this Agreement shall be held and construed to include any other gender and words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise.

Counterparts.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

This Agreement shall not become effective until approved by City Resolution and Commissioners' Court Order. A copy of the respective Resolution and Order shall be furnished by the County to the City and by the City to the County.

By their signatures below, the duly authorized representatives of City and County accept the terms of this Agreement in full.

EXECUTED on the \_\_\_\_ day of \_\_\_\_\_, 2011.

COUNTY OF DALLAS:

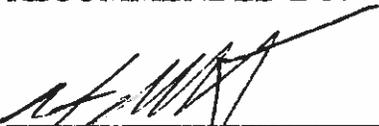
CITY OF LANCASTER:

\_\_\_\_\_  
Clay Lewis Jenkins  
County Judge  
Dallas County, Texas

\_\_\_\_\_  
Opal Mauldin Robertson  
City Manager  
Lancaster, Texas

RECOMMENDED BY:

APPROVED AS TO FORM:\*

  
\_\_\_\_\_  
Robert De Los Santos  
Fire Marshal  
Dallas County, Texas

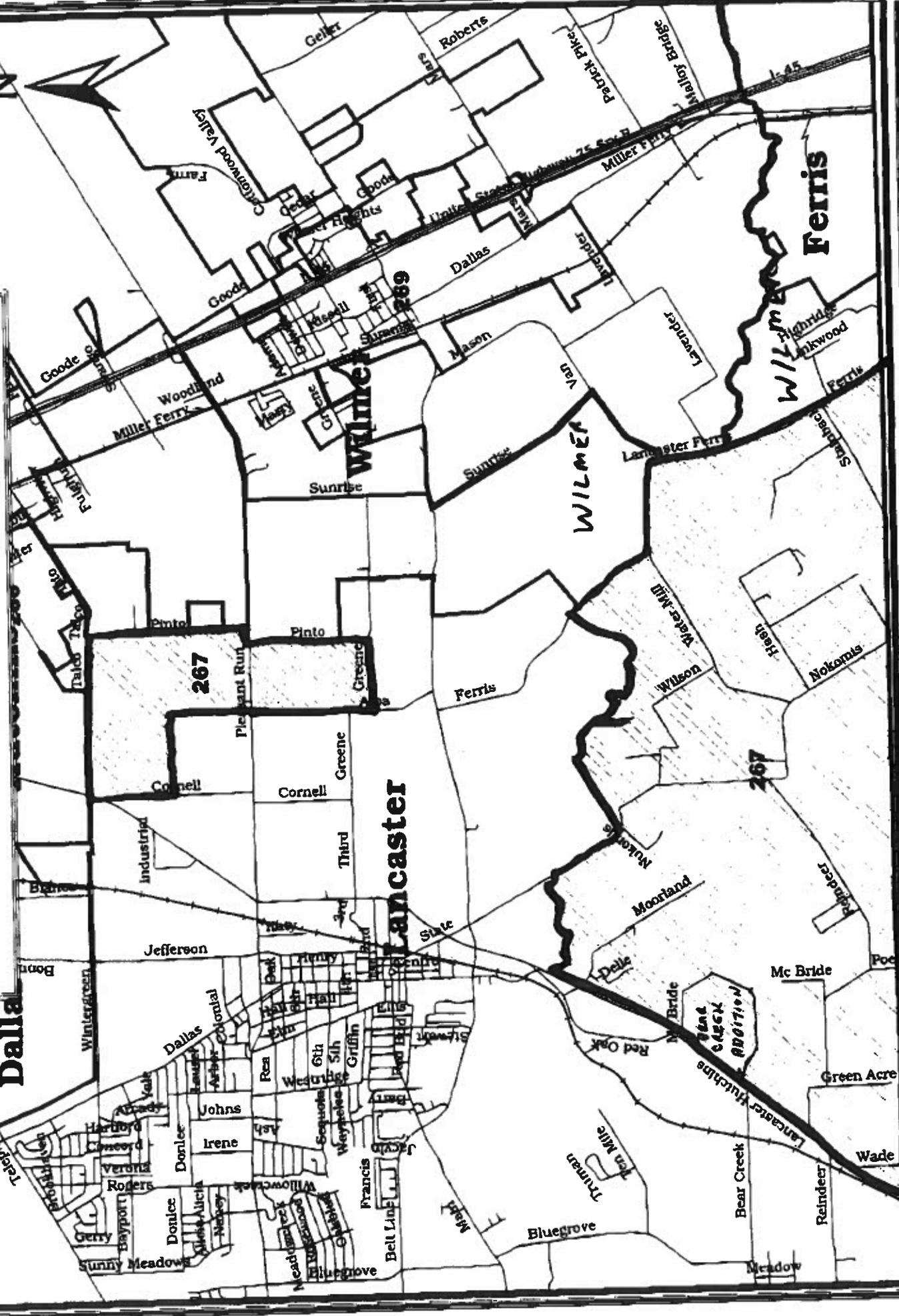
  
\_\_\_\_\_  
Gordon Hikel  
Civil Division Chief  
Criminal District Attorney's Office  
Dallas County, Texas

\*By law, the Criminal District Attorney's Office may only advise or approve contracts or agreements or legal documents on behalf of its clients. It may not advise or approve a contract or agreement 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).

**EXHIBIT "A" – AMBULANCE SERVICE ZONE MAP**

ESN # 267 Lancaster

Dallas



267

267

ADDITIONAL

**LANCASTER CITY COUNCIL**  
Agenda Communication for  
February 28, 2011

**8**

AG11-008

**Consider a resolution of the City Council of the City of Lancaster, Texas, approving the terms and conditions of a Fire Protection Agreement by and between the City of Lancaster and the County of Dallas to provide fire protection and fire fighting service response to certain unincorporated areas in Dallas County; authorizing the City Manager to execute said agreement; providing a repealing clause; providing a severability clause; and providing an effective date.**

**This request supports the City Council 2010-2011 Policy Agenda.**

**Goal 1: Financially Sound City Government**

**Background**

The Lancaster Fire Department has provided emergency fire responses to certain unincorporated areas in Dallas County for many years. Dallas County reimburses the City based on a flat fee per call for service. This agreement will extend those services.

**Considerations**

- **Operational** - The Lancaster Fire Department can respond to these unincorporated areas in a timely manner. Without this agreement those areas would have an extended fire response from other cities. A map is included for detail on the identified area (ESN #267)

In addition to this agreement, the City of Lancaster has a mutual aid agreement with Dallas County that allows us to call Dallas County units to our City at no cost to the City. Dallas County also assists the City of Lancaster with fire investigations when requested.

- **Legal** - This agreement is typical of those in surrounding areas where a contract for fire protection and fire-fighting services is desirable. The agreement and resolution have been reviewed and approved as to form by the City Attorney.
- **Financial** - The City receives payment for the responses actually rendered. This revenue helps offset our expense in maintaining Fire and EMS service.

- **Public Information** – There are no public information requirements.

**Options/Alternatives**

1. Approve the resolution as presented.
2. Reject the resolution and discontinue providing fire protection services.

**Recommendation**

Staff recommends approval of the resolution as presented.

**Attachments**

- Resolution
- Fire Protection Agreement

**Prepared and submitted by:**  
Captain Pat Adamcik, Fire Department

**Date:** February 16, 2011

**RESOLUTION NO. 2011-02-17**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A FIRE PROTECTION AGREEMENT BY AND BETWEEN THE CITY OF LANCASTER AND THE COUNTY OF DALLAS TO PROVIDE FIRE PROTECTION AND FIRE FIGHTING SERVICE RESPONSE TO CERTAIN UNINCORPORATED AREAS IN DALLAS COUNTY; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Dallas County has requested that the City of Lancaster continue its fire protection response services into Dallas County unincorporated areas; and

**WHEREAS**, the Lancaster Fire Department wishes to continue those services; and

**WHEREAS**, the City Council of the City of Lancaster finds that it is in the best interest of the City to continue those services.

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

**SECTION 1.** The Fire Protection Agreement by and between the City of Lancaster and Dallas County, which is attached hereto and incorporated herein by reference as Exhibit "A", having been reviewed by the City Council of the City of Lancaster, Texas and found to be acceptable and in the best interest of the City and its citizens. Be and, the same is hereby, in all things approved.

**SECTION 2.** The City Manager of the City of Lancaster, Texas is hereby authorized to execute said agreement.

**SECTION 3.** Any prior Resolutions of the City Council in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

**SECTION 4.** Should any part of this Resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared to be severable.

**SECTION 5.** This Resolution shall take effect immediately from and after its passage, and it is duly resolved.

**DULY PASSED AND APPROVED** by the City Council of the City of Lancaster, Texas,  
on this the 28<sup>th</sup> day of February 2011.

**APPROVED:**

---

Marcus E. Knight, Mayor

**ATTEST:**

---

Dolle K. Downe, City Secretary

**APPROVED AS TO FORM:**

---

Robert E. Hager, City Attorney

**STATE OF TEXAS        §                    FIRE PROTECTION AGREEMENT**  
**§                    BETWEEN THE COUNTY OF DALLAS**  
**COUNTY OF DALLAS §                    AND THE CITY OF LANCASTER**

**WHEREAS**, the City of Lancaster, Texas (“City”), has agreed to provide fire-protection and fire-fighting services to certain unincorporated areas of Dallas County, Texas (“County”); and

**WHEREAS**, the County has requested the City to provide such fire-protection and fire-fighting services with City owned fire-protection and fire-fighting equipment and vehicles operated by City employees and/or volunteer personnel; and

**WHEREAS**, the Interlocal Cooperation Act in Chapter 791 of the Texas Government Code authorizes this Agreement (“Agreement”) between the City and the County;

**NOW THEREFORE**, the City and the County hereby enter into this Agreement to provide for fire-protection and fire-fighting services as follows:

**I. SERVICES**

For the consideration stated herein, the City agrees to (i) furnish fire-protection and fire-fighting services, and (ii) to answer all fire calls in the assigned unincorporated area adjacent to and/or near the corporate limits of the City, as shown on the County’s official fire protection zone map, a copy of which is attached as Exhibit “A” and incorporated herein for all purposes. The City shall notify the County within three days after the City annexes or de-annexes any real property that changes the territorial jurisdiction of the City. The County Fire Marshal shall review any such annexations or

de-annexations, adjust the map in Exhibit "A" accordingly, and deliver an updated Exhibit "A" map to the City, which shall constitute official notice of the change. Responses by the City shall continue into any annexed area until such official notice, in the form of an updated Exhibit "A" map, is received by the City from the County Fire Marshal. Responses by the City shall commence into any de-annexed area when official notice, in the form of an updated Exhibit "A" map, is received by the City from the County Fire Marshal.

## **II. TERM OF THE AGREEMENT**

This Agreement shall be in effect during the County fiscal year of October 1, 2010 through September 30, 2011, and will automatically be extended for two additional one-year fiscal periods (October 1, 2011 through September 30, 2012, and October 1, 2012 through September 30, 2013) provided, and only if County appropriates and budgets the necessary funds to pay for fire services in each of the succeeding one year fiscal periods. In the event that funds are not appropriated by County for a succeeding fiscal year, this Agreement shall terminate on the last day of the fiscal year in which funds are appropriated for such fiscal year.

## **III. DEFINITIONS & CONDITIONS**

1) "Fire Run" shall mean a fire response with a fire-fighting vehicle into the assigned unincorporated area of the County where any type of extinguishing agent is applied to a fire, or where valid reasons can be provided by the City explaining why there was no need to apply an extinguishing agent to a fire. A Fire Run does not include the routine dispatch of a fire vehicle to a location or address of an "Ambulance Run" (as

defined below), when the necessity of the fire vehicle at such location or address does not exist and is not required to meet the requirements of a valid Fire Run or an Ambulance Run.

2) "Ambulance Run" shall mean an ambulance response into the assigned unincorporated area of the County where any type of emergency medical treatment is performed, or when valid reasons are provided by City as to why there was no need to administer treatment.

The following four (4) conditions may justify a Fire Run made in conjunction with an Ambulance Run:

- 1) an unconscious person is involved where cardiopulmonary resuscitation ("CPR") may need to be performed to sustain life;
- 2) a person is experiencing breathing difficulties where additional personnel are needed for patient evaluation and administering life support;
- 3) a motor vehicle accident ("MVA") has occurred where extrication is needed and/or fuel is leaking and must be washed away from the vehicle to assure people's safety; or
- 4) other types of rescue, where fire-protection or fire-fighting equipment and/or skills are required.

#### **IV. REIMBURSEMENT BY COUNTY**

The County agrees to reimburse the City at the rate of THREE HUNDRED NINETY-FIVE DOLLARS (\$395.00) for each approved Fire Run that the City makes into the defined unincorporated area specified in Exhibit "A".

In order for the City to be eligible for reimbursement for a Fire Run, the Fire Run must be to a location within the unincorporated area assigned to City as specified in Exhibit "A". When the City receives an original call for a Fire Run, the City must immediately notify the County Fire Marshal by contacting the Sheriff's Department by telephone or radio. The City must file with the County Fire Marshal, not later than five (5) days after the end of the calendar month, a certified list of the Fire Runs made into said unincorporated areas during the preceding month. Fire Runs that are not to a location in the assigned unincorporated area, or that have not been approved prior to a mutual aid assistance call will be disallowed by the County Fire Marshal and no reimbursement will be made to the City for such Fire Runs.

The County Fire Marshal will notify the City of any response locations that cannot be located from the information provided on the run sheet, and of Fire Runs which are not eligible for reimbursement within thirty (30) days after the receipt of said City report. If a reply is not received from the City after the second request from the County Fire Marshal, the Fire Run will be disallowed. The City will not be reimbursed for a Fire Run when (i) a fire-protection or fire-fighting vehicle is routinely dispatched to the same location or address of an Ambulance Run, (ii) the necessity for a fire-protection or fire-fighting vehicle at the location or address of an Ambulance Run does not exist, or (iii) a fire-protection or fire-fighting vehicle is not required to meet the requirements of a valid Fire Run or an Ambulance Run. All duplicate Fire Runs and Ambulance Runs to the same location or address must be verified by the County Fire Marshal for validity and the necessity of such duplicate run must be established by the City in order to be eligible for

reimbursement. The County will reimburse the City for all eligible Fire Runs within thirty (30) days after the end of each quarter year during the Term of this Agreement.

#### **V. MUTUAL AID ASSISTANCE**

City agrees that it will provide mutual aid assistance to the County when requested, provided it may do so without endangering the property and lives of its own citizens.

#### **VI. TERMINATION OF THE AGREEMENT**

This Agreement may be terminated by either party without cause by giving the other party ninety (90) days prior written notice of the termination.

#### **VII. CIVIL LIABILITY**

Pursuant to Subsection (a-1) of Section 791.006 of the Texas Government Code, civil liability assigned in this agreement is expressly assigned differently than liability would otherwise be assigned under Subsection (a) of Section 791:006 of the Texas Government Code.

The County agrees to be responsible for any liability or damages the County may suffer as a result of claims, demands, costs or judgments, including all reasonable attorneys fees, against the County, including workers compensation claims, arising out of the performance of the services under this Agreement, or arising from any accident, injury or damage, whatsoever, to any person or persons, or to the property of any person(s) or corporation(s) occurring during the performance of this Agreement and caused by the sole negligence of the County, its agents, officers and/or employees.

The City agrees to be responsible for any liability or damages the City may suffer as a result of claims, demands, costs or judgments, including all reasonable attorneys

fees, against the City, including workers compensation claims, arising out of the performance of the services under this Agreement, or arising from any accident, injury or damage, whatsoever, to any person or persons, or to the property of any person(s) or corporation(s) occurring during the performance of this Agreement, and caused by the sole negligence of the City, its agents, officers, employees, and/or volunteers.

The County and the City agree that any liability or damages as stated above occurring during the performance of this Agreement caused by the joint or comparative negligence of their employees or officers shall be determined in accordance with comparative responsibility laws of the State of Texas.

#### **VIII. NOTICE**

Any notice or certification provided for in this Agreement to be given by either party to the other shall be required to be in writing and shall be deemed given when personally delivered or within three (3) business days after being deposited in the United States mail, postage prepaid, certified, return receipt requested or registered addressed as follows:

To County:                      Fire Marshal  
   County of Dallas  
   Records Building  
   509 Main Street, Room 310  
   Dallas, Texas 75202

To City:                              Fire Chief  
   City of Lancaster  
   1650 N. Dallas Ave  
   Lancaster, Texas 75134

## **IX. MISCELLANEOUS PROVISIONS**

### **Applicable Law.**

This Agreement is expressly made subject to the County's Sovereign Immunity, Title 5 of the Texas Civil Remedies Code, and all applicable laws and common law defenses available to the County. This Agreement and all matters pertinent thereto shall be construed and enforced in accordance with the laws of the State of Texas and venue shall lie exclusively in Dallas County, Texas.

### **Entire Contract.**

This Agreement, including all Exhibits, and Addendum, constitutes the entire agreement between the parties hereto and may not be modified except by an instrument in writing executed by the County and the City.

### **Binding Effect.**

This Agreement and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto as well as the parties themselves; provided, however, that the County, its successors and assigns shall be obligated to perform County's covenants under this Agreement only during, and in respect of their successive periods as the County, during the term of this Agreement.

### **Severability.**

If any provision of this Agreement shall be held invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provision shall remain in full force and effect.

Amendment.

This Agreement may not be amended except in a written instrument specifically referring to this Agreement and signed by the County and the City.

Number and Gender.

Words of any gender used in this Agreement shall be held and construed to include any other gender and words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise.

Counterparts.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

This Agreement shall not become effective until approved by City Resolution and Commissioners' Court Order. A copy of the respective Resolution and Order shall be furnished by the County to the City and by the City to the County.

By their signatures below, the duly authorized representatives of City and County accept the terms of this Agreement in full.

EXECUTED this the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

COUNTY OF DALLAS:

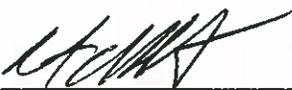
CITY OF LANCASTER:

\_\_\_\_\_  
Clay Lewis Jenkins  
County Judge  
Dallas County, Texas

\_\_\_\_\_  
Opal Mauldin Robertson  
City Manager  
Lancaster, Texas

RECOMMENDED BY:

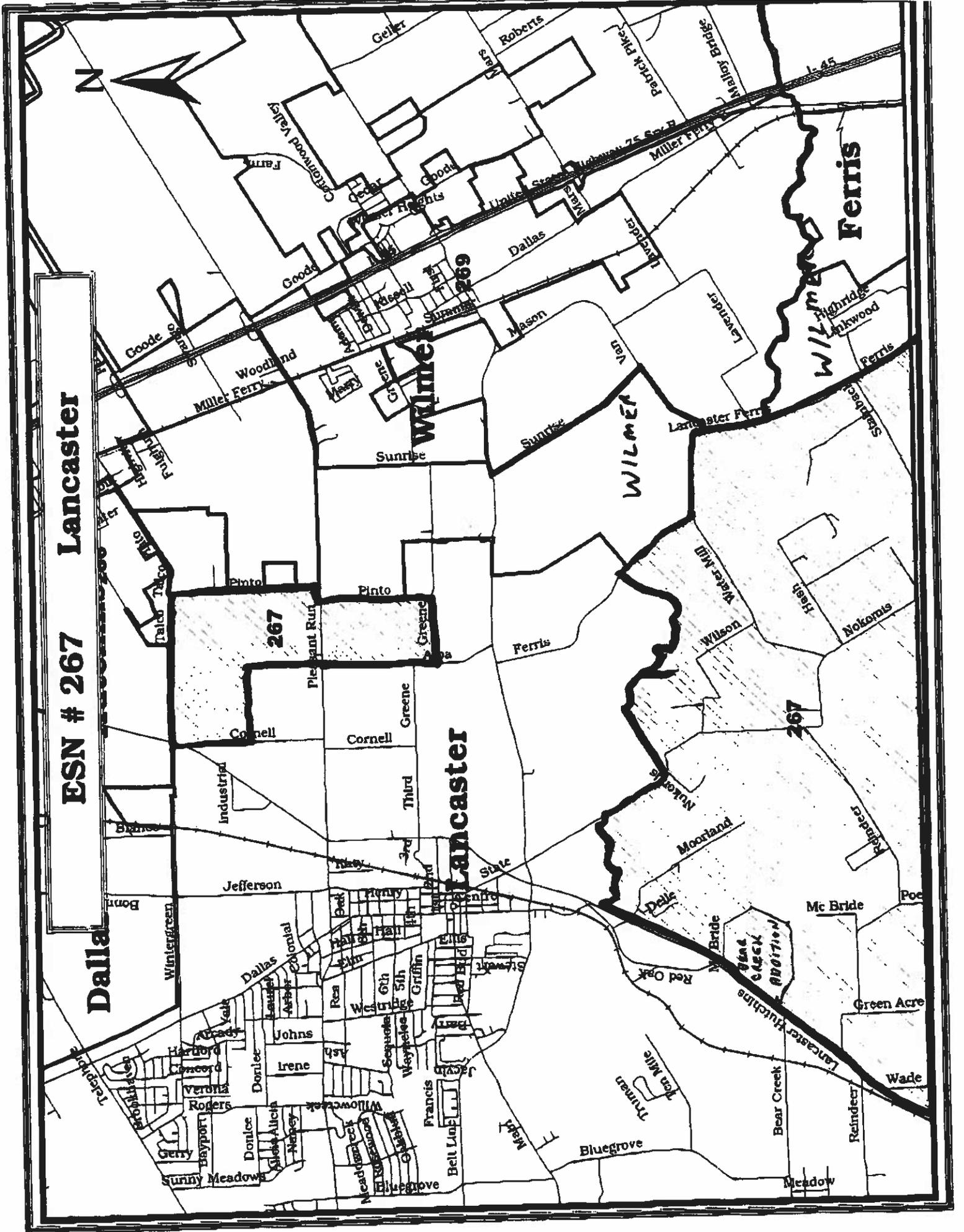
APPROVED AS TO FORM:\*

  
\_\_\_\_\_  
Robert De Los Santos  
Fire Marshal  
Dallas County, Texas

  
\_\_\_\_\_  
Gordon Hikel  
Civil Division Chief  
Criminal District Attorney's Office  
Dallas County, Texas

\*By law, the Criminal District Attorney's Office may only advise or approve contracts or agreements or legal documents on behalf of its clients. It may not advise or approve a contract or agreement 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).

**EXHIBIT "A" – FIRE PROTECTION ZONE MAP**



ESN # 267 Lancaster

Lancaster

267

267

**LANCASTER CITY COUNCIL**  
Agenda Communication for  
February 28, 2011

**9**

AG11-009

**Second reading of caption and consideration of an ordinance of the City of Lancaster, Texas, granting to Atmos Energy Corporation, a Texas and Virginia Corporation, its successors and assigns, a franchise to construct, maintain, and operate pipelines and equipment in the City of Lancaster, Dallas County, Texas, for the transportation, delivery, sale, and distribution of gas in, out of, and through said City for all purposes; providing for the payment of a fee or charge for the use of the public rights-of-way; and providing that such fee shall be in lieu of other fees and charges, excepting ad valorem taxes; and repealing all previous gas franchise ordinances.**

**This request supports the City Council 2010-2011 Policy Agenda.**

**Goal 2: Quality Development**

**Goal 3: Healthy, Safe, and Vibrant Neighborhoods**

**Background**

On October 21, 1985 the Lancaster City Council adopted an original ordinance granting a gas franchise to what was then named Lone Star Gas Company, presently referred to as Atmos Energy Corporation. This franchise was for a term of 25 years with the City accepting a sum payment of four percent (4%) of gross revenues over the term of the agreement. The ordinance was amended by Atmos Energy (then TXU Gas Company) and adopted by Council on December 23, 2002 to include the lease of facilities within the City's rights-of-way. Atmos Energy Corporation is at this time requesting the extension of their gas franchise effective January 1, 2011 for an additional twenty-five (25) years.

The ordinance submitted for consideration grants a franchise to Atmos Energy Corporation to use and occupy the present and future streets, alleys, highways, public utility easements, public ways and other public rights-of-way for the purpose of laying, maintaining, constructing, protecting, operating, and replacing pipelines and equipment necessary for the delivery, transport, and distribution of gas in, out of, and through the City of Lancaster for persons, firms, and corporations within the City corporate limits for a term of twenty-five (25) years ending December 31, 2035. The Lancaster Home Rule Charter, as amended November 7, 2006, Article X Franchises and Special Privileges Section C stipulates that no franchise shall ever be granted until it has been approved by

a majority of the City Council after having been read in full at two (2) regular meetings of the City Council.

The ordinance sets forth that this is a non-exclusive franchise and the City of Lancaster reserves the right to grant like privileges, rights, and franchises as it may see fit to any other person or corporation for like purposes. The City agrees to accept a sum payment of five percent (5%) of gross revenues as stipulated within the ordinance, representing a 1% increase in gross revenue payments paid to the City as a result of the renewal of this gas franchise. Upon the effective date of this ordinance, all previous ordinances of the City granting franchises for gas delivery purposes held by Atmos Energy Corporation shall be automatically cancelled and no longer in effect.

### **Considerations**

- **Operational** – This is a request for the adoption of the Atmos Energy Corporation gas franchise. As required by City Charter, the caption of this ordinance must be read into the record twice. The first reading of the ordinance was completed at the regular City Council meeting of February 14, 2011. The second reading will take place at this meeting [February 28, 2011] and the ordinance may then be considered for adoption.
- **Legal** – A copy of the ordinance has been reviewed and approved as to form by the City Attorney.
- **Financial** – Atmos Energy Corporation will remit quarterly payments equivalent to five percent (5%) of the Gross Revenues, as defined in Section 5.B. of the ordinance, to the City of Lancaster per the terms specified.
- **Public Information** - Consideration of this item must be conducted during a meeting of the City Council in accordance with the Texas Open Meetings Act. This meeting was properly noticed and is being held in accordance with the Texas Open Meetings Act.

### **Options/Alternatives**

1. Following the second reading, Council may consider approval of the ordinance.
2. Council may reject the ordinance and direct staff.

### **Recommendation**

Following the second reading of the ordinance, staff recommends adoption of the ordinance as presented.

### **Attachments**

- Ordinance

Agenda Communication  
February 28, 2011  
Page 3

**Prepared and submitted by:**  
Opal Mauldin-Robertson, City Manager

**Date:** February 16, 2011

ORDINANCE NO: \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, GRANTING TO ATMOS ENERGY CORPORATION, A TEXAS AND VIRGINIA CORPORATION, ITS SUCCESSORS AND ASSIGNS, A FRANCHISE TO CONSTRUCT, MAINTAIN, AND OPERATE PIPELINES AND EQUIPMENT IN THE CITY OF LANCASTER, DALLAS COUNTY, TEXAS, FOR THE TRANSPORTATION, DELIVERY, SALE, AND DISTRIBUTION OF GAS IN, OUT OF, AND THROUGH SAID CITY FOR ALL PURPOSES; PROVIDING FOR THE PAYMENT OF A FEE OR CHARGE FOR THE USE OF THE PUBLIC RIGHTS-OF-WAY; AND PROVIDING THAT SUCH FEE SHALL BE IN LIEU OF OTHER FEES AND CHARGES, EXCEPTING AD VALOREM TAXES; AND REPEALING ALL PREVIOUS GAS FRANCHISE ORDINANCES.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS:**

**SECTION 1. GRANT OF AUTHORITY:** The City of Lancaster, Texas, hereinafter called "City," hereby grants to Atmos Energy Corporation, Mid-Tex Division, hereinafter called "Atmos Energy," its successors and assigns, consent to use and occupy the present and future streets, alleys, highways, public utility easements, public ways and other public places ("Public Rights-of-Way"), for the purpose of laying, maintaining, constructing, protecting, operating, and replacing therein and thereon pipelines and all other appurtenant equipment (the "System") to deliver, transport, and distribute gas in, out of, and through City for persons, firms, and corporations, including all the general public, and to sell gas to persons, firms, and corporations, including all the general public, within the City corporate limits, as such limits may be amended from time to time during the term of this franchise, said consent being granted for a term ending December 31, 2035.

**SECTION 2. CONSTRUCTION, MAINTENANCE, OPERATION & RELOCATION OF ATMOS ENERGY FACILITIES:**

- A. Atmos Energy shall lay, maintain, construct, operate, and replace its pipes, mains, laterals, and other equipment to minimize interference with traffic, place or cause to be placed appropriate barriers to mark excavations or obstructions, and restore to approximate original condition all Public Rights-of-Way that it may disturb. In determining the location of the facilities of the City and other users of Public Rights-of-Way within City, City shall minimize interference with then existing facilities of Atmos Energy and shall require other users of Public Rights-of-Way to minimize interference with existing facilities of Atmos Energy. In the event of a conflict between the location of the proposed facilities of Atmos Energy and the location of the existing facilities of City or

other users of Public Rights-of-Way within Public Rights-of-Way that cannot otherwise be resolved, City or an authorized agent of City shall resolve the conflict and determine the location of the respective facilities within the Public Rights-of-Way.

Atmos Energy or contractors working on behalf of Atmos Energy shall not be required to pay for street cutting, street excavation or other special permits related to excavations in Public Rights-of-Way in connection with Atmos Energy's operations in Public Rights-of-Way. City shall provide Atmos Energy with its annual capital improvements plan as well as any updates or changes as soon as the plan, update, or change becomes available. City shall notify Atmos Energy as soon as reasonably possible of any projects that will affect Atmos Energy's facilities located in the Public Rights-of-Way. When required by City to remove or relocate its mains, laterals, and/or other facilities lying within Public Rights-of-Way, Atmos Energy shall do so as soon as practically possible with respect to the scope of the project. In no event shall Atmos Energy be required to remove or relocate its facilities in less than thirty (30) days from the time notice is given to Atmos Energy by City.

- B. If City, in constructing its sewers, drainage, water lines, streets, or utilities, should request that Atmos Energy remove or relocate its mains, laterals, and other facilities lying within Public Rights-of-Way, Atmos Energy shall do so at its own expense for facilities that are in conflict, unless such work is for the primary purpose of beautification or to accommodate a private developer. Facilities are deemed to be in conflict to the extent that the proposed City facilities are determined by Atmos Energy to be inconsistent with gas distribution industry standard safe operating practices for existing facilities. Atmos Energy shall not be required to relocate facilities to a depth of greater than four (4) feet unless prior agreement is obtained from Atmos Energy.

When Atmos Energy is required by City to remove or relocate its mains, laterals, and other facilities lying within Public Rights-of-Way to accommodate a request by City, and costs of utility removals or relocations are eligible under federal, state, county, local or other programs for reimbursement of costs and expenses incurred by Atmos Energy as a result of such removal or relocation, and such reimbursement is required to be handled through City, Atmos Energy costs and expenses shall be included in any application by City for reimbursement if Atmos Energy submits its cost and expense documentation to

City prior to the filing of the application. City shall provide reasonable written notice to Atmos Energy of the deadline for Atmos Energy to submit documentation of the costs and expenses of such relocation to City. In the event that the City does not provide sufficient written notice to Atmos Energy as set forth in this paragraph, the City shall be responsible for fifty percent (50%) of the cost of the removal or relocation of Atmos Energy's facilities.

If Atmos Energy is required by City to remove or relocate its mains, laterals, or other facilities lying within Public Rights-of-Way for any reason other than the construction or reconstruction of sewers, drainage, water lines, streets or utilities by City, Atmos Energy shall be entitled to reimbursement from City or others of the cost and expense of such removal or relocation.

- C. When Atmos Energy is required to remove or relocate its mains, laterals or other facilities to accommodate construction by City without reimbursement from City, Atmos Energy shall have the right to seek recovery of relocation costs as provided for in applicable state and/or federal law. Nothing herein shall be construed to prohibit, alter, or modify in any way the right of Atmos Energy to seek or recover a surcharge from customers for the cost of relocation pursuant to applicable state and/or federal law. City shall not oppose recovery of relocation costs when Company is required by City to perform relocation. City shall not require that Company document request for reimbursement as a pre-condition to recovery of such relocation costs.
  
- D. If City abandons any Public Rights-of-Way in which Atmos Energy has facilities, such abandonment shall be conditioned on Atmos Energy's right to maintain its use of the former Public Rights-of-Way and on the obligation of the party to whom the Public Rights-of-Way is abandoned to reimburse Atmos Energy for all removal or relocation expenses if Atmos Energy agrees to the removal or relocation of its facilities following abandonment of the Public Rights-of-Way. If the party to whom the Public Rights-of-Way is abandoned requests Atmos Energy to remove or relocate its facilities and Atmos Energy agrees to such removal or relocation, such removal or relocation shall be done within a reasonable time at the expense of the party requesting the removal or relocation. If relocation cannot practically be made to another Public Rights-of-Way, the

expense of any Rights-of-Way acquisition shall be considered a relocation expense to be reimbursed by the party requesting the relocation.

- E. If Atmos Energy employees damage the facilities owned by City within the Public Rights-of-Way of City, City agrees to repair the damage to its facilities at no cost to Atmos Energy. Atmos Energy agrees to notify the appropriate City official as soon as reasonably possible after the occurrence of such damage. If City employees damage facilities owned by Atmos Energy within the Public Rights-of-Way of City, Atmos Energy agrees to repair the damage to its facilities at no cost to City. City agrees to notify the appropriate personnel of Atmos Energy as soon as reasonably possible after the occurrence of such damage.

**SECTION 3. INDEMNITY & INSURANCE:** In the event of injury to any person or damage to any property by reason of Atmos Energy's construction, operation, maintenance, or replacement of Atmos Energy's pipeline system within Public Rights-of-Way, Atmos Energy shall indemnify and keep harmless City from any and all liability in connection therewith, except to the extent such injury or damage is attributable to the fault of the City, including, without limitation, the City's negligent or intentional acts or omissions. Atmos Energy's insurance of its obligations and risks undertaken pursuant to this franchise may be in the form of self-insurance to the extent permitted by applicable law, under an Atmos Energy plan of self-insurance maintained in accordance with sound accounting and risk-management practices.

**SECTION 4. NON-EXCLUSIVE FRANCHISE:** The rights, privileges, and franchises granted by this ordinance are not to be considered exclusive, and City hereby expressly reserves the right to grant, at any time, like privileges, rights, and franchises as it may see fit to any other person or corporation for the purpose of transporting, delivering, distributing, or selling gas to and for City and the inhabitants thereof.

**SECTION 5. PAYMENTS TO CITY:**

- A. Atmos Energy, its successors and assigns, agrees to pay and City agrees to accept, on or before the 15th day of February, May, August, and November, 2011, and on or before the same days of each succeeding year during the term of this franchise, the last payment being made on the 15<sup>th</sup> day of November, 2035, a sum of money which shall be

equivalent to five percent (5%) of the Gross Revenues, as defined in 5.B below, received by Atmos Energy during the preceding calendar year.

B. "Gross Revenues" shall mean:

- (1) all revenues received by Atmos Energy from the sale of gas to all classes of customers (excluding gas sold to governmental customers or to another gas utility in the City for resale to its customers within City) within the City;
- (2) all revenues received by Atmos Energy from the transportation of gas through the System of Atmos Energy within the City to customers located within the City (excluding any gas transported to governmental customers or to another gas utility in City for resale to its customers within City);
- (3) the value of gas transported by Atmos Energy for Transport Customers through the System of Atmos Energy within the City ("Third Party Sales") (excluding the value of any gas transported to governmental customers or to another gas utility in City for resale to its customers within City), with the value of such gas to be established by utilizing Atmos Energy's monthly Weighted Average Cost of Gas charged to industrial customers in the Mid-Tex division, as reasonably near the time as the transportation service is performed; and
- (4) "Gross Revenues" shall also include fees collected pursuant to this agreement and the following "miscellaneous charges": charges to connect, disconnect, or reconnect gas and charges to handle returned checks from consumers within the City.
- (5) "Gross Revenues" shall not include:
  - (a) revenues received from governmental customers;
  - (b) revenues billed but not ultimately collected or received by Atmos Energy;
  - (c) contributions in aid of construction;
  - (d) the revenue of any affiliate or subsidiary of Atmos Energy;
  - (e) sales tax paid to the City;

- (f) interest or investment income earned by Atmos Energy; and
- (g) monies received from the lease or sale of real or personal property, provided, however, that this exclusion does not apply to the lease of facilities within the City's rights-of-way.

C. The initial payment for the rights and privileges herein provided shall be for the privilege period January 1 through March 31, 2011, and each succeeding payment shall be for the privilege period of the calendar quarter in which the payment is made.

It is also expressly agreed that the aforesaid payments shall be in lieu of any and all other and additional occupation taxes, easement, franchise taxes or charges (whether levied as an ad valorem, special, or other character of tax or charge), municipal license, permit, and inspection fees, bonds, street taxes, and street or alley rentals or charges, and all other and additional municipal taxes, charges, levies, fees, and rentals of whatsoever kind and character that City may now impose or hereafter levy and collect from Atmos Energy or Atmos Energy's agents, excepting only the usual general or special ad valorem taxes that City is authorized to levy and impose upon real and personal property. If the City does not have the legal power to agree that the payment of the foregoing sums of money shall be in lieu of taxes, licenses, fees, street or alley rentals or charges, easement or franchise taxes or charges aforesaid, then City agrees that it will apply so much of said sums of money paid as may be necessary to satisfy Atmos Energy's obligations, if any, to pay any such taxes, licenses, charges, fees, rentals, easement or franchise taxes or charges aforesaid.

D. **Effect of Other Municipal Franchise Ordinance Fees Accepted and Paid by Atmos Energy**

If Atmos Energy should at any time after the effective date of this Ordinance agree to a new municipal franchise ordinance, or renew an existing municipal franchise ordinance, with another municipality in Atmos Energy's Mid-Tex Division, which municipal franchise ordinance determines the franchise fee owed to that municipality for the use of its public rights-of-way in a manner that, if applied to the City, would result in a franchise fee greater than the amount otherwise due City under this Ordinance, then the franchise fee to be paid by Atmos Energy to City pursuant to this Ordinance may, at the election of the City, be increased so that the amount due and to be paid is equal to the amount that

would be due and payable to City were the franchise fee provisions of that other franchise ordinance applied to City. The City acknowledges that the exercise of this right is conditioned upon the City's acceptance of all terms and conditions of the other municipal franchise in toto. The City may request waiver of certain terms and Company may grant, in its sole reasonable discretion, such waiver.

**E. Atmos Energy Franchise Fee Recovery Tariff**

- (1) Atmos Energy may file with the City a tariff or tariff amendment(s) to provide for the recovery of the franchise fees under this agreement.
- (2) City agrees that (i) as regulatory authority, it will adopt and approve the ordinance, rates or tariff which provide for 100% recovery of such franchise fees as part of Atmos Energy's rates; (ii) if the City intervenes in any regulatory proceeding before a federal or state agency in which the recovery of Atmos Energy's franchise fees is an issue, the City will take an affirmative position supporting 100% recovery of such franchise fees by Atmos Energy and; (iii) in the event of an appeal of any such regulatory proceeding in which the City has intervened, the City will take an affirmative position in any such appeals in support of the 100% recovery of such franchise fees by Atmos Energy.
- (3) City agrees that it will take no action, nor cause any other person or entity to take any action, to prohibit the recovery of such franchise fees by Atmos Energy.

**F. Lease of Facilities Within City's Rights-of-Way.** Atmos Energy shall have the right to lease, license or otherwise grant to a party other than Atmos Energy the use of its facilities within the City's public rights-of-way provided: (i) Atmos Energy first notifies the City of the name of the lessee, licensee or user; the type of service(s) intended to be provided through the facilities; and the name and telephone number of a contact person associated with such lessee, licensee or user and (ii) Atmos Energy makes the franchise fee payment due on the revenues from such lease pursuant to Section 5 of this Ordinance. This authority to Lease Facilities within City's Rights-of-Way shall not affect any such lessee, licensee or user's obligation, if any, to pay franchise fees.

**SECTION 6. ACCEPTANCE OF FRANCHISE:** In order to accept this franchise, Atmos Energy must file with the City Secretary its written acceptance of this franchise ordinance within sixty (60) days after its final passage and approval by City. If such written acceptance of this franchise ordinance is not filed by Atmos Energy, the franchise ordinance shall be rendered null and void.

When this franchise ordinance becomes effective, all previous ordinances of City granting franchises for gas delivery purposes that were held by Atmos Energy shall be automatically canceled and annulled, and shall be of no further force and effect.

**SECTION 7. PARAGRAPH HEADINGS. CONSTRUCTION:** The paragraph headings contained in this ordinance are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the preparation of this ordinance and this ordinance shall not be construed either more or less strongly against or for either party.

**SECTION 8. EFFECTIVE DATE:** If Atmos Energy accepts this ordinance, it becomes effective as of January 1, 2011.

PASSED AND APPROVED on this the 28<sup>th</sup> day of February 2011.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Dolle K. Downe, City Secretary

\_\_\_\_\_  
Marcus E. Knight, Mayor  
City of Lancaster, Texas

STATE OF TEXAS  
COUNTY OF DALLAS  
CITY OF LANCASTER

I, \_\_\_\_\_, City Secretary of the City of Lancaster, DALLAS County, Texas, do hereby certify that the above and foregoing is a true and correct copy of an ordinance passed by the City Council of the City of Lancaster, Texas, at a \_\_\_\_\_ session, held on the \_\_\_\_\_ day of \_\_\_\_\_, 2011, as it appears of record in the Minutes in Book \_\_\_\_\_, page \_\_\_\_\_.

WITNESS MY HAND AND SEAL OF SAID CITY, this the \_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Dolle K. Downe  
City Secretary  
City of Lancaster, Texas

**LANCASTER CITY COUNCIL**  
Agenda Communication for  
February 28, 2011

**10**  
AG11-010

**Discuss and consider appointments to the Lancaster  
Planning and Zoning Commission.**

**This request supports the City Council 2010-2011 Policy Agenda.**

**Goal 6: Civic Engagement**

**Background**

There are two vacancies on the Planning and Zoning Commission. The Commission currently consists of:

	<u>Term Expires</u>
Mary Jane Colton	July 2012
Marian Elkins	July 2012
Robert Pointer	July 2011
Vacant (formerly Shields)	July 2011
Vacant (formerly Perkins)	July 2011

**Considerations**

There are ten applications on file from the City's annual appointment process in which the applicant expressed an interest in serving on this board. Staff contacted these applicants and asked if they were still interested in serving on the Planning and Zoning Commission. Attached is a worksheet outlining the applicants and their responses. Also, applications were solicited on the weekly Lancaster Live email blast. No applications were received.

Dr. Valerie Perkins, who was removed from the Planning and Zoning Commission due to an attendance violation, requested to be considered for reappointment. Dr. Perkins had notified the Director and the Planning and Zoning Commission members that she was out of the City to care for a critically ill family member who has since been moved to a facility in this area.

Elois Fisher has resigned her alternate position on the Property Standards and Appeals Board, commenting that the board did not meet very often and expressed interest in being considered for the Planning and Zoning Commission.

Quinnie Wright resigned her position on the Zoning Board of Adjustments and has expressed her interest in being considered for the Planning and Zoning Commission.

**Options/Alternatives**

Council may choose to:

1. Make one or both appointments from applications on hand.
2. Leave one or both positions unfilled at this time and consider the positions during the annual board and commission appointment process in July 2011.
3. Direct staff to seek additional applications and consider appointment(s) at a future meeting.

The Planning and Zoning Commission may conduct its business with as few as three of its members; however, it is in the best interest of the Commission to operate with a full commission as soon as is practical.

**Recommendation**

Board and Commission appointments are solely at Council's discretion.

**Attachments**

- Worksheet on applicants
- Applications on hand (alphabetical order)

**Prepared and submitted by:**  
Dolle K. Downe, City Secretary

**Date:** February 21, 2011



## Boards and Commissions Applicants

Planning and Zoning Commission



TREE CITY USA.

Applicants	Airport	PSAB	H LPC	Library	ZBA	LEDC	P&Z	Parks/4B	Animal SAB	Yth Advy	Still Interested
1 Bradley, Desarea							1	2			Yes
2 Buchanon, Vic						2	1				Yes
3 Burk, Carol							1				Yes
4 Crocker, Timitra					3		1		2		Voicemail / no response
5 Eilers, Ric		4	1		3		2				Yes
6 Fisher, Elois				3		1	2				Yes
7 Johnson, Andrea						1	3	2		4	Yes
8 Oliver, Donna					2		1				Yes
9 Perkins, Valerie						2	1	3			Yes
10 Wright, Quinnie							1				Yes

updated 02-22-11

RECEIVED JUL 12 2010

City of Lancaster, Texas  
Boards and Commissions  
Application



TREE CITY USA

Name: DESAIRA R. SLAWLEY Date: 7-12-10

Address: 3113 CATSON CIRCLE D.C Zip: 75734

Home Phone: 469-267-2909 Work/Cell Phone: 214-284-3825

Email Address: desaira.7031@yahoo.com Length of residency: 6 years

Occupation: RETIRED

Please list the Boards/Commissions/Corporations you wish to serve on in order of preference.

1. PLANNING AND ZONING COMMISSION
2. LANCASTER RECREATIONAL DEPARTMENT CORPORATION
3. \_\_\_\_\_

Have you ever served as a member of any Lancaster boards, commissions, or committees?

YES

NO

List any particular qualifications you feel would be beneficial to serving on any particular board or commission. You may also attach additional sheets as well as a resume.

CONTRACTS, NEGOTIATIONS, BID REQUEST, REAL ESTATE KNOWLEDGE  
BUSINESS TO BUSINESS SALES EXPERIENCE

To be an effective member of a Board or Commission, you must be willing to attend and participate in all scheduled meetings.

For consideration during the annual appointment process, please submit your application by July 12, 2010.

Applications are always welcome as vacancies may occur throughout the year.

Signature [Signature] Date 7-12-10

Please return your completed application to the City Secretary's Office at 211 N. Henry St., or mail to P. O. Box 940, Lancaster, TX 75146 or fax to 972-218-1399.

Received by: _____	Office Use Only Date: _____
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# City of Lancaster, Texas Boards and Commissions Application



Name: Vic Buchanan Date: 7/10/10  
 Address: 1243 MARFACET COURT Zip: 75134  
 Home Phone: 972-227-7153 Work/Cell Phone: 972-757-9062  
 Email Address: VICBUCHANON@ATT.NET Length of residency: 24 YRS  
 Occupation: CONSULTANT

Please list the Boards/Commissions/Corporations you wish to serve on in order of preference.

1. PLANNING & ZONING
2. Economic Development
3. \_\_\_\_\_

Have you ever served as a member of any Lancaster boards, commissions, or committees?

YES

NO

List any particular qualifications you feel would be beneficial to serving on any particular board or commission. You may also attach additional sheets as well as a resume.

HOUSING ADVISORY APPEALS BOARD 1990-1994 -  
CHAIRMAN CITIZENS ADVISORY CAPITAL IMPROVEMENT  
1992-1994 PROJECT PLANNER "NEW BRUNSWICK-TOMORROW"  
LANCASTER CITY COUNCIL 1994-2002

To be an effective member of a Board or Commission, you must be willing to attend and participate in all scheduled meetings.

For consideration during the annual appointment process, please submit your application by July 12, 2010.

Applications are always welcome as vacancies may occur throughout the year.

Signature Vic Buchanan Date 7/10/10

Please return your completed application to the City Secretary's Office at 211 N. Henry St., or mail to P. O. Box 940, Lancaster, TX 75146 or fax to 972-218-1399.

Received by:	Office Use Only
	Date:



City of Lancaster, Texas  
Boards and Commissions  
Application

RECEIVED JUL 12 2010



Name: CAROL BURK Date: 7-12-10  
Address: P.O. Box 98 Zip: 75146  
Home Phone: 972-227-1382 Work/Cell Phone: 2149579666  
Email Address: astrainburk@mn.com Length of residency: life  
Occupation: Self emp.

Please list the Boards/Commissions/Corporations you wish to serve on in order of preference.

- 1. Planning & Zoning
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_

Have you ever served as a member of any Lancaster boards, commissions, or committees?

YES

NO

List any particular qualifications you feel would be beneficial to serving on any particular board or commission. You may also attach additional sheets as well as a resume.

Experienced in zoning & planning. Knowledgeable of city codes & ordinances. Passionate about quality continuing for the city's growth.  
Resume to follow

To be an effective member of a Board or Commission, you must be willing to attend and participate in all scheduled meetings.

For consideration during the annual appointment process, please submit your application by July 12, 2010.

Applications are always welcome as vacancies may occur throughout the year.

Signature Carol Burk Date 7-12-10

Please return your completed application to the City Secretary's Office at 211 N. Henry St., or mail to P. O. Box 940, Lancaster, TX 75146 or fax to 972-218-1399.

Received by \_\_\_\_\_ Office Use Only \_\_\_\_\_ Date \_\_\_\_\_

## Professional Experience

### Destination Management Companies Transportation Companies

1996- Present

Dispatcher and contract work for the following DMC

PRA	USA Hosts
Ultimate Ventures	Outstanding Productions
Fun Factory	ALT Worldwide
360 Limo	Savoya
American Transfer & Tours	Gaylord Texan
Carey International	Wynne Transportation
CMAC	PGI

Responsibilities are at all levels of expertise to facilitate the successful outcome for visitors to an event or location. These include but are not limited to: Lead Dispatcher for arrival at the airport, shuttles at various locations, transfers for various events, departures, working as a greeter/coordinator for large and small events. I have the respect of my peers for my leadership ability to facilitate an event and foster a rapport with all parties involved.

### State Fair of Texas (attendance 3M)

1975 – Present

The State Fair of Texas was begun in 1886 and continues as one of the premier family events each fall. The attendance has grown to an estimated 3Million guest during a 24 day span attended state wide, nationally and internationally. My first job at the Fair was in a coupon booth and then moving into the Operations Department where my dispatch skills were honed by handling all of the radio transmission for various maintenance areas with additional responsibilities managing inventories and facilitating specific major projects in the park.

By 1982 I was selected to work and develop the Information Service Area for the Public Relation Department. My first major project was to coordinate a historical exhibit in a newly refurbished Info Building and the rest of my seasonal career has developed as a major portion in the yearly Public Communication success.

- Work directly with Public Relations as supervisor of Information Services
- Hire, schedule and supervise approximately 40 employees
- Develop collateral material for Information Services and award programs
- Developed Customer Service Program TEX TEAM
- Present yearly customer service and safety program to approximately 2000 employees
- Develop and manage Mystery Shopper Program
- Developed and manage TEX TEAM Award Program during State Fair for employee recognition
- Manage 10 Information Booth locations
- Supervise Guest Relations, Will Call Booth, Information Phone Bank
- Available as support for Public Relation Media Relations
- On call for as needed special project for President of the State Fair of Texas

### Kaleidoscope (DMC) & PGI-

1988- 1996

- Lead dispatcher for conventions shuttles from Hotel to DCC and return. Special event shuttles and Tours within shuttle.
- Lead dispatcher for airport transfers.
- A few of the major events: Republican National Convention - Houston  
American Heart, Elk, Ophthalmologist, Maritz major meetings and major Pharmaceutical Meetings-
- Lead transportation person for programs in Austin, Houston, San Antonio

### **Appointments**

- Southern Gateway Policy Study Highway 67 South and I-35
- Loop 9 Task Force committee
- Mayor Pro Tem 6 years

### **Civic Organizations**

- DAR - Daughters of the American Revolution, Pleasant Run Chapter
- Lancaster Historical Society - Treasurer 5 years
- Historic Train Depot Rental Agent
- Eastside Acres and Historic Neighborhood Associations
- Lancaster Cemetery Board - Secretary
- Friends of the Lancaster Veterans Memorial Library
- Lancaster Chamber of Commerce
- Eastridge Christian Church

### **Promote Positive Image for Lancaster**

- Co-sponsored and supported Strain Farmstead Tours and Educational Programs 5 years
- Co-chaired Lancaster Legacy and Legends at Old Red Museum - Dallas 2009
- Sponsor - Heritage Foundation Tour of Homes
- Sponsor - Back the Blue Dinner
- Sponsor - Lancaster Outreach Center
- Nationally recognized Historic Preservationist
- Connemara Land Trust Advisory Board
- Facilitated the following local meetings:
  - Southern Region Vision North Texas
  - Growing Greener
  - Growing with Grace
  - Regional Rail Presentation
  - PID and TIF Presentation Historic District
  - Bear Creek Nature Park Clean up with TXU volunteers
  - Smart Growth that Pays

### **Agricultural Interests**

- Manage small family farm day to day operation
- Elected to County Committee for Farm Service Agency representing local farmers interest for Dallas County

### **Educational Background**

- Associate Degree Tyler Junior College
- University of North Texas BS in Education

Name: Timitra R. Crocker Date: 5-23-10

Address: 500 Rolling Hills Place # 801 Zip: 75146

Home Phone: (469) 245-1625 Work/Cell Phone: (469) 245-1625

Email Address: timitrac@yahoo.com Length of residency: 5yrs.

Occupation: Assistant Manager

Please list the Boards/Commissions/Corporations you wish to serve on in order of preference.

1. Planning and Zoning Commission
2. Animal Shelter Advisory Committee
3. Zoning Board of Adjustment

Have you ever served as a member of any Lancaster boards, commissions, or committees?

YES  NO

List any particular qualifications you feel would be beneficial to serving on any particular board or commission. You may also attach additional sheets as well as a resume.

To be an effective member of a Board or Commission, you must be willing to attend and participate in all scheduled meetings.

**For consideration during the annual appointment process,  
please submit your application by  
July 12, 2010.**

Applications are always welcome as vacancies may occur throughout the year.

Signature Timitra Crocker Date 5/23/10

Please return your completed application to the City Secretary's Office at 211 N. Henry St., or mail to P. O. Box 940, Lancaster, TX 75146 or fax to 972-218-1399.

Office Use Only

Received by: \_\_\_\_\_ Date: \_\_\_\_\_

**TIMITRA N.CROCKER**  
500 ROLLING HILLS PLACE #806  
LANCASTER  
(469)245-1625

**Objective:**

MY GOAL IS TO ACCOMPLISH BEING THE BEST THAT I CAN BE AT ANY TASK THAT IS GIVEN TO ME, AND TRY MY BEST TO LEARN MORE ABOUT THE COMPANY AND WORK FOR AND TAKE TOTAL PRIDE OF MY JOB, AND ALSO THE COMPANY THAT I REPRESENT .

**Experience**

NOV. 2005      BEALLS DEPT.STORE      DESOTO,TX  
to APRIL 2010      **ASSISTANT STORE MANAGER**  
MAXIMIZING STORE SALES AND PROFITS  
MEETING ALL GOALS  
DEVELOPING A QUALIFIED, WELL TRAINED STAFF  
ENSURING THE HIGHEST LEVEL OF CUSTOMER SERVICE AND SATISFACTION  
MAINTAINING COMPANY ASSETS  
**PERSONNEL:**  
RECRUIT CANDIDATES FOR ALL POSITIONS  
INTERVIEW, SCREEN, AND HIRE FOR ASSOCIATES POSITIONS  
ASSISTN IN THE PREPARATION AND DELIVERY OF PERFORMANCES EVALUATIONS  
ASSIST IN THE UTILIZATION OF COMPANY TRAINING PROGRAMS  
ADDRESS POOR PERFORMANCES AND ADMINISTER THE COUNSELING  
CUSTOMER SERVICE / SALESMANSHIP  
ENSURE THAT ALL CUSTOMERS ARE GREETED IN A PROMPT AND FRIENDLY MANNER  
ENSURE THAT ALL CUSTOMERS PHONE CALLS ARE HANDLED IN A COURTEOUS AND HELPFUL MANNER  
USE MERCHANDISE KKNOWLEDGE TO INCREASE MULTIPLES SOLICIT NEW ACCOUNTS AND PROMOTE V.I.P PROGRAMS  
LEAD BY EXAMPLES

**Education**

2008      BUSINESS AND ADMINISTRATION SEMINARS      TYLER,TX  
**CERTIFICATE OF COMPLETION**  
ONE ON ONE TRAINING FROM DISTRICT MANAGERS OF THE COMPANY ,LEARNING MORE ABOUT THE COMPANY SALES



City of Lancaster, Texas  
Boards and Commissions  
Application

RECEIVED JUL 14 2010



TREE CITY USA

Name: Rich Eilers Date: 7-14-2010  
 Address: 1414 So. Bluegrove Rd Zip: 75146  
 Home Phone: --- Work/Cell Phone: 972-989-0638  
 Email Address: rbc.birch.net Length of residency: 48 1/2  
 Occupation: Farmer

Please list the Boards/Commissions/Corporations you wish to serve on in order of preference.

1. HLPC
2. P&T
3. Appeals Adjustment (Zoning Board of Adjustment  
Property Standard + Appeals)

Have you ever served as a member of any Lancaster boards, commissions, or committees?

YES

NO

List any particular qualifications you feel would be beneficial to serving on any particular board or commission. You may also attach additional sheets as well as a resume.

ON RECORD WITH CITY

To be an effective member of a Board or Commission, you must be willing to attend and participate in all scheduled meetings.

For consideration during the annual appointment process, please submit your application by July 12, 2010.

Applications are always welcome as vacancies may occur throughout the year.

Signature Rich Eilers Date 7-14-2010

Please return your completed application to the City Secretary's Office at 211 N. Henry St., or mail to P. O. Box 940, Lancaster, TX 75146 or fax to 972-218-1399.

Received by: _____	Office Use Only Date: _____
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**City of Lancaster, Texas  
Boards and Commissions  
Application**



Name: Elois FISHER Date: 2-20-11  
 Address: 1524 LINDA LANE Zip: 75134  
 Home Phone: 469-549-7959 Work/Cell Phone: 972-804-9628  
 Email Address: EFISHERCWA@YAHOO.COM Length of residency: 16 yrs  
 Occupation: RETIRED - ATT - 28 yrs / CASA - VOLUNTEER

Please list the Boards/Commissions/Corporations you wish to serve on in order of preference.

1. PLANNING + ZONE
2. BUDGET
3. \_\_\_\_\_

Have you ever served as a member of any Lancaster boards, commissions, or committees?

YES  NO

List any particular qualifications you feel would be beneficial to serving on any particular board or commission. You may also attach additional sheets as well as a resume.

1. desire to make Lancaster grow.
2. Will work hard to place Lancaster in the top 5 city.
3. Worked on United Way, ATT Local 6215, (Budget)

To be an effective member of a Board or Commission, you must be willing to attend and participate in all scheduled meetings.

Applications are always welcome as vacancies may occur throughout the year.

Signature Elois Fisher Date 2-20-11

Please return your completed application to the City Secretary's Office at 211 N. Henry St., or mail to P. O. Box 940, Lancaster, TX 75146 or fax to 972-218-1399.

Received by: _____	Office Use Only Date: _____
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7-23 called, unable to interview on August 3



### City of Lancaster, Texas Boards and Commissions Application



TREE CITY USA.

Name: Andrea Johnson Date: 7/8/2010

Address: 204 E. Pleasant Run Rd Zip: 75146

Home Phone: 972-415-8125 Work/Cell Phone: 972-415-8125

Email Address: andii22@hotmail.com Length of residency: 1

Occupation: Small Business Consultant and Director of Education

Please list the Boards/Commissions/Corporations you wish to serve on in order of preference.

1. Lancaster Economic Development Corporation (Type A)
2. Lancaster Recreational Development Corporation (Type 4B)
3. Planning and Zoning Commission
4. Youth Action Committee

Have you ever served as a member of any Lancaster boards, commissions, or committees?

YES

NO

List any particular qualifications you feel would be beneficial to serving on any particular board or commission. You may also attach additional sheets as well as a resume.

As a resident of Lancaster, I would like to see the quality  
of land improve for our residents (as a business consultant)  
whose emphasis is on Next-level strategies. I am sure my  
entrepreneurial spirit would be greatly used. Welcome!

To be an effective member of a Board or Commission, you must be willing to attend and participate in all scheduled meetings.

For consideration during the annual appointment process, please submit your application by July 12, 2010.

Applications are always welcome as vacancies may occur throughout the year.

Signature [Handwritten Signature] Date 7/8/2010

Please return your completed application to the City Secretary's Office at 211 N. Henry St., or mail to P. O. Box 940, Lancaster, TX 75146 or fax to 972-218-1399.

Received by: _____	Office Use Only Date: _____
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# ANDREA JOHNSON

204 E. Pleasant Run Rd. • Lancaster, Texas 75146 • (972) 415-8725 • a.johnson.abi2@gmail.com

## EXECUTIVE CONSULTANT

### *Accounting Consultant / Corporate Controller / Business & Operations Manager*

A successful change-agent, detail oriented entrepreneurial executive with more than 19 years of experience in business. Proven ability to efficiently prioritize, consistently meet deadlines, and effectively evaluate problems and generate solutions.

#### *Core competencies include:*

- Accounting Management
- Audit & Fraud Investigation
- Cash & Bank Reconciliation
- GAAP & Public Accounting
- Purchasing & Inventory Control
- Succession Planning
- Regulatory Compliance
- HR & Benefits Administration
- Business & Strategic Planning
- Multidisciplinary Team Management
- Efficiency Improvements/Optimization
- Cost Reduction & Turnarounds

## PROFESSIONAL EXPERIENCE

### MANAGING CONSULTANT, 2001 – Present

#### ABI<sup>2</sup> CONSULTING – Dallas, Texas

Directing daily operations of the organization and performing contract services in accounting, strategic management, training, growth plans, start-up business ventures and event planning. Industries we serve include: nonprofits, government, higher education, logistics, utility, manufacturers, distributors, marketing and public relation firms, entertainment industry, medical offices, service and technical skill providers.

#### *Key Contributions:*

- ✓ Spearheaded aggressive collections campaign to recoup over \$19 million for a manufacturer performing on a government contract. During Hurricane Katrina we were able to secure the company a SBA loan while they tried to recover – this led to the company having the capital to relocate to a higher land area and actually expand their manufacturing plant. We were initially engaged to rewrite their business and strategic plan as they were preparing to exit the 8(A) program.
- ✓ Leading audits for non-profits, public utilities and small municipalities. Detected and recovered fraud in mid-size fire department.
- ✓ Wrote strategic plan for first Louisiana women's business opportunity conference was contacted due to my key involvement with a similar conference in Tennessee.
- ✓ Coordinated restructuring of pricing structure to assist marketing firm in recognizing lost revenue, the company has since doubled its profitability.

### BUSINESS MANAGER, 2007 – 2010

#### EGW UTILITIES, INC. – Carrollton, Texas

*Left due to family illness*

- ✓ Performed multi-site facility reconciliations, some bank reconciliations included over 50 units.

### **BUSINESS SPECIALIST, 2004 – 2005**

**TN. SMALL BUSINESS DEVELOPMENT CENTER – Memphis, Tennessee**

*Contract position in education while pursuing MBA*

Provided counseling and educational resources to start-up and nascent business owners. Conducted weekly training courses, assisted clients with software implementations, government contract paperwork, strategic, business, and financial planning.

#### **Key Contributions:**

- ✓ Coordinated along with quasi commission to host first West Tennessee Women Business Owners' Opportunity Conference, where we were able to assist women business owners in securing government contracts. Secured keynote speaker who later became the first woman to hold the position of Administrator of the United States General Services Administration.
- ✓ Partnered with Memphis Council for International Visitors to provide technical assistance with foreign visitors regarding trends in business and development of women regarding socio-economic trends. Hosted delegations from Southeast Asia and Zimbabwe which led to continued knowledge sharing after they left the U.S.
- ✓ Implemented a program that provided start-up business education for retiring city workers.
- ✓ Led successful grassroots campaign to take business education to the people. We completed training at churches, worksites, barber shops and libraries.

### **ACCOUNTANT-OPERATIONS MANAGER, 1999 – 2004**

**TRI STATE REFRIGERATION – Baton Rouge, Louisiana**

*Left to work in education while pursuing MBA*

Started as accountant and ended as operations manager where I directed and supervised daily operations of a multi-site trucking repair facility. Reported to the President of the company and was key person during his absence.

#### **Key Contributions:**

- ✓ Developed and maintained office procedures and authored employ policy handbook.
- ✓ Completed inventory control-procurement, purchasing, and vendor relations which resulted in new line that led to the continuation of the company. Handled pricing strategies, contract price negotiations and dispute resolution.
- ✓ Performed full-cycle accounting, human resources, internal and external reporting, corporate resolutions, and all taxes, which led to extensive cost-savings due to duties being performed in-house.
- ✓ Factored accounts receivables during transition period which aided the company in maintaining solvency.

### **ACCOUNTING MANAGER, 1997 – 1998**

**TX. BUSINESS RESOURCE CENTER – Dallas, Texas**

*Moved to start family in husband's hometown*

While working at this CPA firm, learned to assist in every aspect of business: accounting, financial, legal and compliance.

#### **Key Contributions:**

- ✓ Completed quarterly accounting for 200+ client base and write-up work for in-office and offsite clients.



# Boards & Commissions Application

Name: Donna Oliver Date: 5-24-2010  
 Address: 215 N Cleo St Zip: 75416  
 Home Phone: 972-413 6937 Work/Cell Phone: \_\_\_\_\_  
 Email Address: donnaoliver@yahoo.com Length of residency: 3 yrs  
 Occupation: Self employed

Please list the Boards/Commissions/Corporations you wish to serve on in order of preference.

1. Planning & Zoning
2. Zoning Board of adjustment
3. \_\_\_\_\_

Have you ever served as a member of any Lancaster boards, commissions, or committees?

YES

NO

List any particular qualifications you feel would be beneficial to serving on any particular board or commission. You may also attach additional sheets as well as a resume.

To be an effective member of a Board or Commission, you must be willing to attend and participate in all scheduled meetings.

**For consideration during the annual appointment process, please submit your application by July 12, 2010.**

Applications are always welcome as vacancies may occur throughout the year.

Signature Donna Oliver Date 5/24/2010

Please return your completed application to the City Secretary's Office at 211 N. Henry St., or mail to P. O. Box 940, Lancaster, TX 75146 or fax to 972-218-1399.

### Office Use Only

Received by: \_\_\_\_\_ Date: \_\_\_\_\_

out of town - month of August

City of Lancaster, Texas  
Boards and Commissions

Name: DR. VALERIE S. PERKINS

Date: JUNE 10, 2009

Address: 1840 APOLLO LANE

Zip: 75134

Home Phone: (214) 272-7446

Work/Cell Phone: \_\_\_\_\_

Email Address: valerieperkins@aol.com

Length of residency: 1 yr.

Occupation: RETIRED EDUCATOR

Please list the Boards/Commissions/Corporations you wish to serve on in order of preference.

1. PLANNING & ZONING COMMISSION
2. LANCASTER ECONOMIC DEVELOPMENT CORP
3. PARKS & RECREATION ADVISORY BOARD

Have you ever served as a member of any Lancaster boards, commissions, or committees?

YES

NO

List any particular qualifications you feel would be beneficial to serving on any particular board or commission. You may also attach additional sheets as well as a resume.

Qualifications - interest in the City of Lancaster.  
Resume attached

To be an effective member of a Board or Commission, you must be willing to attend and participate in all scheduled meetings.

For consideration during the annual appointments in July, please submit your application by  
July 15, 2009.

Applications are always welcome as vacancies may occur throughout the year.

Signature Valerie S. Perkins

Date June 10, 2009

RECEIVED 3/27/10

**Dr. Valerie Simms Perkins 1840 Apollo Lane, Lancaster, TX 75134**  
**(214) 272-7446 (home) (612)280-8649 cellular**  
**Email Address: [valerieperkins@aol.com](mailto:valerieperkins@aol.com)**

## **Summary of Qualifications**

### **Capella University, Minneapolis, Minnesota**

Founded in 1993, Capella University is an accredited(a), fully online university that offers graduate degree programs in business, information technology, education, public health, human services, public safety, and psychology, and bachelor's degree programs in business, information technology, health, and public safety. Within those areas, Capella currently offers 101 graduate and undergraduate specializations and 15 certificate programs. The online university currently serves more than 19,900 students from all 50 states and 56 countries. It is committed to providing high-caliber academic excellence and pursuing balanced business growth. Capella University is a wholly-owned subsidiary of Capella Education Company

### **January, 2009 – Present – Independent Teaching Consultant**

As an independent consultant, I teach online courses in English, Literature, and Education..

### **October, 2007 –June, 2008 - Interim President**

As interim president and chief academic officer, it is my job to lead the university while the search is conducted for the new president. My direct reports include the deans of each of the five (5) schools and the director of faculty engagement. Responsibilities include day-to-day university operations, serve as chief academic officer, support the 2008 strategic planning initiatives, lead the Faculty Engagement Initiative, and work with the deans to help them prepare for a new university president and emerge as cross-university leaders outside of their schools.

### **April, 2004- Oct., 2007 Dean – School of Undergraduate Studies**

In April, 2004, Capella University formed its first undergraduate school to address the needs of the undergraduate learners. It was my responsibility to build the new school.

#### **Accomplishments Include:**

- Designed and launched new program in Public Safety with specializations in Criminal Justice, Emergency Mgmt., Security Mgmt., and Homeland Security
- Set up new organizational structure for school
- Hired new staff, faculty, administrators to address the academic programs in business, information technology, and public safety
- Achieved regional accreditation through the Ohio Board of Regents for the Bachelor of Science Degrees in Business & Technology
- Developed new undergraduate program in conjunction with Augsburg College

### **Nov. 3, 2003 – April, 2004 – Director of Undergraduate Programs**

I was recruited by Capella University to build the undergraduate program at the University. Only offering upper division courses, Capella sought to increase enrollments in the bachelor's level programs. My experience in the community colleges made me a successful candidate. See accomplishments below.

**City Colleges of Chicago – Malcolm X College, Chicago, IL**

**Sept. 2001 – Jan. 2002 Interim President**

Served as the CEO, reporting directly to the Chancellor who reports to a seven-member Board, appointed by the Mayor, City of Chicago. All duties and responsibilities of the CEO were handled by me during this interim period.

**Jan. 1992 – Nov. 2003 Vice President for Academic Affairs**

**The Vice President is the Chief Academic Officer of the institution.** Responsible for academic administration of all academic programs of this Urban Community College with an annual budget of approximately \$20 million, 60 full time faculty and over 250 part time faculty and adult educators. The Vice President has direct supervision of 8 mid-level managers, indirect supervision of 15, including departments of Adult Education, Continuing Education and Industry and Contract Training. The College enrolls approximately 8500 students in all programs including 15 health science programs and 7 transfer programs. The Vice President serves on the President's Executive Council and provides leadership to the major units of the College.

**Accomplishments include:**

- Successful accreditation of 15 health science programs
- Successful institutional regional accreditation of 10 years
- Over 5 million dollars in grants for FY '03
- Partnered with Cook County Bureau of Health Services to implement an Associate Degree Nursing Program
- Received National recognition for the establishment of a Service Learning component to curriculum
- Established successful Weekend and Evening Program
- Established Shared Governance
- Established Staff and Faculty Development Week
- College job placement rate 97% for all health science program completers
- 14 new faculty hired
- 3 institutional Excellence Awards presented by the Illinois Community College Board
- Partnered with the Democratic National Convention Committee to implement a Convention 101 curriculum that was taught at over 50 institutions
- Served on State-Wide Articulation Committee for the Illinois Articulation Initiative
- Served on the City Colleges of Chicago District Wide Strategic Planning Committee
- Served on City Colleges of Chicago District Collective Bargaining Negotiating Committee
- Facilitated the City Colleges of Chicago District-Wide English Discipline Committee

Additionally, the Vice President participates in the development of policy issues related to academic affairs, student services and all non-traditional programs. Additional responsibilities include: development and management of academic programs both credit and non-credit; insuring continued accreditation of 15 allied health programs; testing and assessment strategies; student advisement; faculty selection and evaluation, as well as establishment of academic policies and procedures in accordance with City Colleges of Chicago policies, collective bargaining agreements and statutory regulations. I served as a major advisor to the President on all matters and served as Chief Executive Officer during the absence of the President.

**1989 – 1992      Dean of Arts & Sciences**

As Dean of Arts & Sciences, my duties included developing quantitative programs and class offerings to students by working closely with faculty, students, and administrators; working with administrative staff, faculty and department chairpersons to develop courses, programs and class schedules that are “student centered”; interpreting budgetary procedures and educational policies to faculty; implementing elements of the Board/Union Agreement regarding faculty evaluations, scheduling of classes, rank and lane advancement, extra work, released time, registration duties, etc.; attending special meetings with the College, District, State, etc. My major accomplishment as Dean was the establishment of the Deans’ Council, International Studies Program and the Pre-College Institute.

**1986 – 1989      Associate Professor of English/Chairperson, English & Communications  
Department**

During my tenure as department head, the English & Communications Department became the first in the City Colleges of Chicago to plan and implement holistically scored Exit Testing and subsequently train each of the other seven “sister” colleges in the district. Cooperation within the department increased, and the English Department faculty were encouraged to and eventually became highly visible and major participants in Malcolm X College activities. Additionally, under my leadership, the Honors Program was reestablished along with the local Phi Theta Kappa Chapter, and “The Exemplar”, Malcolm X College’s literary magazine, and the Malcolm X-Press grew in size and circulation.

**1977 – 1986      Assistant Professor of English**

In addition to teaching English, reading, literature and business writing courses, worked to establish the Honors Program. I also served as a faculty liaison to the Chicago Housing Authority Extension Sites, working with Cabrini Green and Altgeld Gardens. Through interactions with the Honor students, I recognized leadership qualities in several students, and with my encouragement, they ran and were elected to the Student Government Association. These students revitalized the student body at Malcolm X College, and along with the new administration, they set out to change the institutional image.

**1975 – 1976      Chicago Board of Education  
Elementary School Teacher**

Recruited by Principal of Ralph Bunche Elementary School to work with at-risk students in grades 5-7. Taught general curriculum and established theatre group with 7<sup>th</sup> graders.

**1973 – 1974      Inland Steel Container Corporation  
Human Resource Coordinator**

Recruited by President John Mack to develop training programs for workers at a major steel container company. Develop training programs and assisted with employee performance reviews, employee benefits, and insurance claims.

## **International Experience**

**June 2002 – July 2002  
Peoples Republic of China**

Traveled to Liaoning Province, Liaoyang, China (PRC) to meet with Liaoning University President Zao Shi Cheng of the College of Foreign Studies to discuss possibility of establishing an English teacher Exchange Program. Also toured Beijing University, Beijing China and met with administrator, Lily Chen, Associate Director at Shanghai Second Medical University, Shanghai, China, regarding medical student exchange programs.

## **Education**

Associate of Arts	Southeast Jr. College (Olive-Harvey College) Chicago, IL
Bachelor of Arts	Secondary Education/English Chicago State University Chicago, IL
Master of Arts	Language and Literature Governors State University University Park, IL
Doctor of Education	Adult & Continuing Education w/emphasis in Higher Education Administration Northern Illinois University DeKalb, IL

## **Related Post-Graduate Studies & Special Training**

Certificate of Completion: Online Teacher Training, Capella University  
Vocational & Occupational Education (Southern Illinois University  
9 post-graduate credits  
Language & Literature (Chicago State University)  
15 post-graduate credits  
Developmental Education (Grambling State University)  
30 post-graduate credits  
Certified Trainer      Zenger-Miller/Achieve Global  
1995      Thomas Lakin Institute for Mentored Leadership  
1992      National Institute for Leadership Development

## **Professional Experiences/**

Perkins, V.S., "The Education of Black Adults" (1992) Northern Ill. University, Second Annual Symposium, Chicago, IL.

Adams, W., Diaz, J., Perkins, V.S., (1992) "Retaining Students through Special Retention Programs" National Conference on Student Retention. San Antonio, TX

Dure, H., V.S. Perkins, (1994) "The Personalized Curriculum Institute" Illinois Community College Board – Teaching & Learning Conference. Springfield, IL

T.V. Layng, V.S. Perkins (1994), "The Malcolm X College Personalized Curriculum Institute" American Association of Community Colleges (AACC) Washington, D.C.

Perkins, V.S. (1995) "Building Community Partnerships" American Association for Women in Community Colleges (AAWCC) Schaumburg, IL

Perkins, V.S. (1998) "Forming a Chapter of AAWCC" American Association of Women in Community Colleges (AAWCC) Peoria, IL

Perkins, V.S., Rebba, A., Schwartz, S., Wilson, W., (1999) "A Model for Shared Governance", American Association of Community Colleges (AACC) Nashville, TN

Johnson, R., Perkins, V.S., Williams, R., (1999) "Creating a Community of Critical Thinkers", Illinois Community College Board/ Teaching & Learning Conference, Springfield, IL

Johnson, R., Perkins, V.S. Williams, R., (1999) "Creating a Community of Critical Thinkers", Consortium for Community College Development Leadership Institute, San Antonio, TX

Johnson, R., Perkins, V.S., (2000) "Building Community Partnerships" Consortium for Community College Development Leadership Institute, Portland, OAR.

Grimmette, R., Li, R., Perkins, V.S., Regner, C., (2000), "Assessment in the Higher Education Environment", American Association of Community Colleges national Convention. Washington, D.C.

Li, R., Regner, C., Perkins, V.S. (2001), "Portfolio Assessment" American Association of Community Colleges National Convention, Chicago, IL

Perkins, V.S., Regner, C., Schwartz, S., Smith-Murphy, V., (2001) "Shared Governance", Consortium for Community College Development Leadership Institute, Annapolis, MD.

Moderator (1995)

National Association for Developmental Education  
Chicago, IL

Moderator (1995)

Illinois Community College Board/Teaching & Learning Conference  
Springfield, IL

### **Professional Affiliations**

- Advisory Board, Chicago School of Professional Psychology, Online, 2009
- Member, Minnesota Campus Compact, 2006-08
- President, Alpha Kappa Alpha Sorority, Inc. Delta Phi Omega Chapter, Twin Cities, MN 2006-07
- Vice President, Alpha Kappa Alpha Sorority, Inc. Delta Phi Omega Chapter, Twin Cities, MN, 2004-5
- President, Board of Directors, Univ. of Illinois at Chicago, Mile Square Health Center 200-2003
- State Executive Officer, American Association for Women in Community Colleges, 1998 – 2003
- Member, Advisory Council, Northern Illinois University Dept. of Adult & Higher Education, 2001-03
- Member, Competition Chairperson, Board of Directors, Illinois Academic Decathlon
- Member, Board of Trustees, Cambridge Institute for Behavioral Sciences, 2002
- Member, International Executive Guild
- Member,, National Institute for Leadership Development
- Member, American Association of Higher Education
- Member, National Association of International Administrators

### **Awards & Commendations**

- New Millennium of Excellence – Community Leadership Award, 2001
- Outstanding Administrator Award in Education, 7<sup>th</sup> Congressional District Education Task Force, United State Congress, 2001
- Lexington Who's Who Registry of Executives and Professionals, 2001-02
- "Outstanding Woman 2000" Award presented by Harold Washington College and the City Colleges of Chicago
- Kathy Osterman Award Finalist, 1999, recognizing Superior Public Service, City of Chicago
- City Colleges of Chicago/Borg Warner Outstanding Administrator's (Leadership) Award, 1991
- Leader, National Institute of Leadership Development



# City of Lancaster, Texas Boards and Commissions Application



Name: Quinnie Wright Date: February 21, 2011  
Address: 1970 PIN OAK LANE Zip: 75146  
Home Phone: 9722277177 Work/Cell Phone: 972-748-6798

Email Address: QUINNIE WRIGHT Length of residency: 15 YEARS

Occupation: Assistant Vice President Pre-foreclosure and Training

Please list the Boards/Commissions/Corporations you wish to serve on in order of preference.

1. Planning and Zoning Commission
2. \_\_\_\_\_
3. \_\_\_\_\_

Have you ever served as a member of any Lancaster boards, commissions, or committees?

YES

NO

List any particular qualifications you feel would be beneficial to serving on any particular board or commission. You may also attach additional sheets as well as a resume.  
Zoning Board of Adjustment

*To be an effective member of a Board or Commission, you must be willing to attend and participate in all scheduled meetings.*

Applications are always welcome as vacancies may occur throughout the year.

Signature

Date

2-21-2011

Please return your completed application to the City Secretary's Office at 211 N. Henry St., or mail to P. O. Box 940, Lancaster, TX 75146 or fax to 972-218-1399.

Office Use Only
Received by: _____ Date: _____

To Whom It May Concern:

4/20/2009

I have had the pleasure of working with Quinnie Wright for almost 3 years while employed at Washington Mutual Card Services (WMCS).

While I was the Vice President of Account Services at WMCS, Quinnie was a critical leader in my organization and I relied on her quite heavily and she never failed. As a result, she led two of my largest departments as well as managing several key projects assigned to her very successfully.

Here a few examples of the successes that Quinnie has championed:

1. Driving down her Department's cost per piece by over 20% year over year for the past two years through aggressive labor and cost management strategies.
2. Improving overall Department quality by 15% (bringing the average monthly quality score to over 99.85% for 2008.
3. Successfully managed two system platform and application conversions with no loss of service or quality to the customer.

Besides having success operationally, Quinnie had success overseeing and managing projects. One such project is that of migrating paper applications to an imaging platform. Through her drive and insight on how to best execute this project we were able to complete the project two months ahead of schedule allowing for over \$350,000 in savings to be realized in year-one of this project.

What has allowed her to be successful (in my opinion) is her leadership ability. She is a leader that both employees and other managers look up to. She understands that the needs of the company must come first, but equally important is meeting the needs/concerns/development of her employees. She has mastered the balance of these two key business drivers and as a result has created an atmosphere of teamwork, employees realize the value that they have in the organization and finally has built a very loyal group of employees. Employees from other Departments are constantly seeking openings into her Departments.

In addition to managing the business and employees well, Quinnie also communicates effectively with customers. She has the ability to get to the root of the customer's issue and as a result is able to provide a solution that exceeds the customer's expectations.

What has made it a pleasure having her on my team is her ability to operate with no supervision and broad guidance. I can review a task or project with her once and from there she takes control while providing me regular status update. She is not afraid to contact other key leaders involved in the task/project (both peers and senior to her) to seek clarifications, remove road-blocks and/or ensuring assigned action items are completed.

Quinnie Wright has been an asset to my and I highly recommend her for any position or venture she is pursuing.

Jim Roche - President  
Comprehensive Records Management Solutions, Inc.  
(972) 822-6330

***Quinnie Wright***  
**972-748-6798 / quinniewright@yahoo.com**

A solutions driven and customer focused executive leader with excellent analytical, planning, team building, and human resource management skills. Twenty years of customer service management, collections, vendor management, training, and human resource experience. Strong, consistent track contributing to increased productivity, quality control, cost efficiency, and profitability. Management experience dedicated to achieving and exceeding targeted business solutions and goals with a proven ability to establish and maintain development of business productivity.

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**AREAS OF EXPERTISE**

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<b>Operations Management / Business Development</b>	<b>Facilitating Leadership Training</b>
<b>Quality / Productivity Improvement</b>	<b>Vendor Management</b>
<b>Profit / Loss Accountability</b>	<b>Team Building / Motivation</b>
<b>Market Analysis / Penetrations / Expansion</b>	<b>Human Resources Policies / Procedures</b>
<b>Budgeting / Cost Control</b>	<b>Volume / Performance Forecasting</b>
<b>Project Planning / Management</b>	<b>Management Training / Development</b>

**PROFESSIONAL EXPERIENCE**

**Bank of America Pre- Foreclosure Department - Forth Worth, TX** **2009- Present**  
**Assistant Vice President Pre-foreclosure and Training**

Manage 5 to 8 or more teams of Mortgage Servicing Managers. Monitor workflow and operational efficiency in order to recommend changes and operational improvements. Primary focus is day to day operational execution with occasional contribution to broader planning within area of expertise. Provide direction and training of subordinate team managers. Respond to complex customer, investor, or third party inquires. Oversee staffing, allocate and coordinate resources and handle personnel related issues. Manage a major servicing operations segment and multiple operations units of a similar nature for a site/region within the company's internal operations activities. Work closely with legal and risk partners, and line of business experts, to develop a high quality Affidavit of Indebtedness (AOI) process, for handling foreclosure affidavits in 23 states where courts oversee the foreclosure process. Document Signor: Review packages provided by the document preparer and attest to the documentation contained in the affidavit package. Manage large portfolios with high monetary exposure and risk, involving the processing of large monetary volumes and regulatory restrictions. Resolve broad operational issues and coordinate activities and processes within line of business/operations segments. Develop and analyze procedures to enhance unit and/or servicing-related activity. Responsible for budget/expense management, reporting and forecasting for areas managed. Ensure proper communication and compliance of company and regulatory policies affecting areas managed. Manage departments consisting of 100-250 associates that cover multiple functions for foreclosure processes.

- Execute pre-sale foreclosure processes on prime & subprime loans for VA & conventional loans - making certain that investor, insurer, government agency, and servicer guidelines are met.
- Manage a full portfolio of time-sensitive loans, ensuring that the foreclosure attorney continually expedites the foreclosure process in accordance with allowable timeframe.
- Excel at addressing exceptions in a timely manner to avoid delays in the foreclosure process (i.e. title issues, payment disputes, property preservation and damage issues, etc.)

## ***Quinnie Wright***

**972-748-6798 / quinniewright@yahoo.com**

- Determine and adjust figures related to foreclosure sale bids and judgments required by attorneys. Calculate and provide figures related to reinstatement and payoff requests made by borrowers and/or attorneys.
- Communicate with internal departments, government agencies, attorneys, mortgagors and third-party interest via telephone, written correspondence, & email.
- Prepare and submit bi-weekly & monthly reports.
- Responsible for associate training and development as well as supervising assigned staff.

**Washington Mutual Credit Card Services – Arlington, TX** **1999 – 2009**  
**Assistant Vice President Department Manager Call Center Operations / Servicing**  
***(Promotion)***

Direct all operational processes for productions of credit card, mortgage, and small business products accounting for over 80,000 transactions a month. Collaborate with operations leaders to develop the strategy for Washington Mutual Bank/Chase/Providian business units and lines of business. Lead the strategic planning process for these units and responsible for the analysis and research underlying the key components of the business plan.

- Built Teams of 160 employees and 10 exempt managers. Established call metrics and targets. Doubled productivity per sales rep in one quarter.
- Re-envisioned and rebuilt the call center. Developed/implemented a call center automation system. Devised creative online tools and strategies that enable the company to sell consumer products.
- Manage predatory reviews, compliance checks, and the rebuttal process. Recommend corrective action as needed. Resolve outstanding issues. Produce activity reports.
- Develop and deploy on-line operations performance models and tools for plant components and systems critical for reliable power generation.
- Work with vendors in achievement of generation goals through communication of performance improvement opportunities identified by the POC.
- Held direct responsibility for researching of customer payments, including misapplied payments and encoding errors, while adhering to Regulation Z error in billing requirements.
- Manage incoming calls and handle call escalation, while performing monthly call monitors on staff to ensure satisfactory customer service and retention.
- Successfully improved workflow to balance and deposit an average \$1 million in payments daily.
- Re-wrote the department's standard operation procedures with the installation.
- Established specific work goals, quantitative and qualitative standards to be achieved by staff.
- 45% of staff was promoted to higher level positions due to the implementation of ongoing leadership training & development.

### **Operational Improvements**

Saved \$750,000 within the first three months by researching operating expenses and obtaining benchmark data; resulting in third party collections contract renegotiations. Improved the customer relations quality assurance program, and established efficient handling of credit card transactions through strategic leadership action.

## ***Quinnie Wright***

**972-748-6798 / quinniewright@yahoo.com**

### **Senior Manager of Customer Service / Operations/ Subpoena Compliance / Media Retrieval / Payment Research & Customer Correspondence**

#### ***(Promotion)***

- Managed the daily operations of the Subpoena Compliance Department and Document Retrieval, utilizing a staff of 30 employees, while processing legal subpoenas for customer credit card accounts.
- Trained staff in the operational procedures to ensure quality, production, and regulatory guideline compliance.
- Developed and trained exempt Team Managers, as well as produced process flow charts, procedures, quality procedures, and monitoring specifications for 4 to 6 functions.
- Managed the implementation and compliance of Task Force group and enforced Reg Z compliance.

### **Senior Manager of Customer Service / Sales Washington Mutual**

#### ***(Promotion)***

- Managed and developed 4 to 7 exempt Team Managers and 45 to 60 non-exempt associate staff members.
- Developed department productivity, sales, and quality benchmarks.
- Managed call center site operations.
- Led a group of over 60 Sales Reps, involving in-depth motivational and recognition strategies.
- Measurement - Evaluates the success of development programs and processes over time. Worked with the team to implement changes to continually increase the programs' business impact on the organization and personal impact on those participating.

### **Training Team Manager & Human Resources Administrator**

- Develop and administer various Human Resource policies and procedures for all training personnel of approximately 400 employees of Washington Mutual Credit Card Services.
- Process all employee information such as new hires, terminations, promotions, transfers, status changes, and other data requisitions.
- Daily research and guidance on numerous issues and inquiries from employees, management, and outside vendors.
- Coordinate company-wide annual performance evaluations, salary adjustments, and bonus payments.
- Draft employment agreements, offer letters, and PAR forms.
- Developed detailed project planning, including determining resource requirements and providing knowledgeable support.

### **Yugo Resource Development – Non Profit**

**2005 - Present**

#### **Director of Funding & Development**

Develop and assist in raising funds to support the \$2.2m agency. Develop project schedules and milestones, and allocate company resources. Develop marketing communications plan for YUGO events to increase community awareness, increase operating revenue, and improve employee communications. Develop learning curriculum for COS project in order to enhance the educational program. Assist in teaching adult GED course classes. Serve as a Grant Writer for project funding for scholarships.

## ***Quinnie Wright***

**972-748-6798 / quinniewright@yahoo.com**

### **Community Care Network**

**1991 - 1999**

#### **Regional Manager Vendor Project Implementation**

Vendor Management Business responsible for outsourcing the day to day provision of long term outsourcing services to one or many clients. Implement client's development of key processes and deliver core business process innovations through outsourcing services. Transform enterprises and deliver high performance at lower costs. Manage a full array of business processes and outsourcing services founded on operational excellence and cost effectiveness.

- Develop and secure new business accounts by listing through networking avenues, direct marketing tactics, and calling on business owners using a consultative selling approach.
- Prepare business valuations, financial recasting and marketing packages for listings.
- Manage interaction with sellers, buyers, accountants, attorneys and all related parties for smooth and successful completions of all business transactions.

### **EDUCATION / TRAINING**

#### **ASHFORD UNIVERSITY – Clinton, IA**

*Bachelor of Organizational Management*

#### **NORTHWOOD UNIVERSITY – Cedar Hill, TX**

*Business Administration / Management*

*Six Sigma Certification 2007 Providian /Wamu Training.*

#### **CHAMPION SCHOOL – Addison, TX**

*Loan Officer/ Mortgage*

#### **LEGEND REAL ESTATE – Dallas, TX**

*License Real Estate Salesperson*