

ORDINANCE NO. 7866

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: ORDERING A SPECIAL ELECTION ON NOVEMBER 3, 2020 TO VOTE ON PROPOSED AMENDMENTS TO THE AMARILLO CITY CHARTER, AS MORE FULLY SET OUT HEREIN; PROVIDING FOR A JOINT ELECTION WITH POTTER COUNTY, RANDALL COUNTY, AND THE CITY OF AMARILLO OR OTHER ENTITY; APPROVING INTERLOCAL AGREEMENT FOR EACH COUNTY TO CONDUCT THE CITY ELECTION IN PRECINCTS OF EACH COUNTY THAT ARE WITHIN THE CITY LIMITS; ESTABLISHING POLLING PLACES AND PROVIDING GENERALLY FOR THE CONDUCT OF SAID ELECTION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Amarillo City Charter (hereafter, "Charter" or "City Charter") was adopted by voters in 1913 when the population of Amarillo was 9,957 (per the 1910 census); and,

WHEREAS, since that time, the Charter has been updated rarely, yet there have been numerous changes in federal and state law requirements, public policy, societal behavior, expectations of government, and the needs of a city with a population approaching a quarter-million; and,

WHEREAS, in 2013, Amarillo voters approved numerous amendments updating the charter, and desiring to continue that modernization effort, the City Council has appointed a citizen committee to review the charter and recommend changes; and,

WHEREAS, the City Council finds it is desirable and in the best public interest for voters to now consider certain amendments to the Charter, in accordance with the several propositions described herein;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS:

PART I. ORDER CALLING SPECIAL ELECTION.

SECTION 1.0. Pursuant to applicable provisions of the Texas Election Code and Texas Local Government Code, Chapter 9, that a Special Election is hereby called and ordered for the City of Amarillo to be held on the next uniform election date specified by the Texas Election Code, being November 3, 2020, to vote on the following propositions to amend the City of Amarillo Home Rule Charter, each of which shall be separate proposition for each subject matter, on a single ballot, for the reasons and purposes stated below for each proposition, with the ballot text for each proposition to appear and read as shown below.

Further, the proposition for issuance of bond debt to finance certain civic center improvements described in a separate Resolution, for a Special Election also called on November 3, 2020, shall be Proposition No. 1 on the City ballot, with these charter amendment propositions following and numbered as shown.

PART II. CHARTER AMENDMENTS.

SECTION 2.0 The following propositions to amend the City of Amarillo Home Rule Charter, as it currently exists as amended shall be proposed to voters, for the reasons and purposes stated below for each proposition, with the ballot text for each proposition to appear and read as shown below.

City Council, Terms of Office, Art. V, Sec. 2

WHEREAS, The *Citizens Charter Review Committee* has determined that a two-year term of office with the potential for loss of all council knowledge of issues in a single election is a modern disservice to the community. A councilmember spends the first year learning governmental organization, programs, laws, and procedures. Currently this leaves only a single year of informed service, and then that term of office is over. This fact is compounded by the possibility that an entirely new Council and Mayor can be elected in one election cycle, due to the lack of staggered terms. Accordingly, the *Citizens Charter Review Committee* recommends a longer term of office to make better use of the skills and knowledge acquired by the Mayor and Councilmembers and that staggered terms be implemented to assure a smooth and informed transition of governmental leadership, rather than removal of all incumbents and knowledge in a single election. NOW, THEREFORE, BE IT ORDAINED THAT, this proposition shall amend Article V, Section 2 of the City Charter to provide for a staggered, 4-year term of office for Mayor and Councilmembers, and Sections 3 and 8 as required to comply with State election law due to longer terms of office, to read as follows:

“SECTION 2. - TERM OF OFFICE

The Mayor and each Councilmember shall serve for a term of ~~two (2)~~ four (4) years with said terms being staggered as provided by ordinance and until a successor is elected and qualified; unless sooner removed from office as herein provided.”

“SECTION 3. - VACANCIES

(a.) Any vacancy in the office of the Mayor or Councilmember shall be filled as authorized by state law. ~~by an appointment by the remaining Councilmembers from among their number.~~

(b) Any vacancy in the office of a Councilmember for an unexpired term of 12 months or less shall be filled by an appointment by the Mayor and the remaining Councilmembers.

(c) Any vacancy in the office of the Mayor for an unexpired term of 12 months or less shall be filled by an appointment by the remaining Councilmembers. ~~Provided that the person appointed to fill such vacancy shall hold office only during the unexpired term of office.~~

(d) The person elected or appointed to fill such vacancy shall hold office only during the unexpired term of office.

“SECTION 8. - ELECTION DAY

The regular municipal elections of the City of Amarillo shall be held on the date allowed by state law that occurs on or nearest to May 1 in an each odd numbered year. If state law provides two election dates which are equally near May 1, the Council shall select one.”

Ballot Text Shall State:

PROPOSITION B

To amend Article V, Section 2 of the Amarillo City Charter to provide for a 4-year term of office for Mayor and each City Councilmember with those terms being staggered as provided by ordinance and conforming amendments as required by state law.

_____ FOR
_____ AGAINST

City Council Meeting Frequency, Art. V, Sec.12(a)

WHEREAS, the current charter requires weekly City Council meetings, yet modern experience is that, in some weeks or months, there is not enough public business to justify a weekly meeting. At other times, a quorum of council members is unavailable, rendering a weekly meeting a legal impossibility. In other seasons, pressing business can require multiple meetings within a single week. Aside from the variable workload, modern societal practices of taking holidays and personal time off by council and senior staff further are different than in 1913, and can be incompatible with a weekly meeting obligation. The *Citizen Charter Review Committee* determined it is desirable for the charter to assure regular meetings while allowing reasonable flexibility for the frequency of those meetings. That *Committee* recommends setting a required total number of meetings per year will assure regular meetings while providing flexibility to not meet in some weeks. [Note: Should the stated number of meetings be exhausted prior to the end of a year, then State law allows the Council to conduct an unlimited number of special meetings as may be needed or convenient to discharge public business.] NOW, THEREFORE, BE IT ORDAINED THAT, this proposition shall repeal and restate Art. V, Section 12(a) of the City Charter to now read as follows (and other subsections unchanged):

“(a) On the day that the election results of the Council have been declared, the Councilmembers shall meet to qualify and assume the duties of their offices. Thereafter, the Councilmembers shall meet at such times as prescribed by Ordinance or Resolution, but they shall meet not less than twenty-four times per calendar year.”

Ballot Text Shall State:

PROPOSITION C

To amend Article V, Section 12(a) of the Amarillo City Charter to provide for the Mayor and Councilmembers to meet to qualify for office on the day of the election canvass and thereafter meet not less than twenty-four times per calendar year.

_____ FOR
_____ AGAINST

PART III. ELECTION ADMINISTRATION AND OTHER MATTERS

SECTION 3.0. That the City Secretary is authorized to modify the ballot format as may be necessary to accommodate electronic or other form of balloting.

SECTION 3.1 That a joint election shall be conducted with Potter County, Randall County, the City of Amarillo, and any other entity that may order an election within those counties, pursuant to the terms and conditions of the attached intergovernmental cooperation agreement with Potter County (Exhibit 1) and intergovernmental cooperation agreement with Randall County (Exhibit 2), each of which is incorporated herein by this reference, and the City Manager is authorized to execute and perform said agreements and to agree to reasonable changes that may be requested or imposed by the counties as reflected in amended Exhibits.

SECTION 3.2. That the City Secretary is expressly authorized to: obtain election supplies; pay election officials; contract for some or all election duties and services from Potter and Randall counties (including conduct of a joint election), in accordance with the adopted budget, applicable law, and the attached agreements.

SECTION 3.3. The election shall be held in each of the election precincts of each participating entity as specified in the attached agreement.

SECTION 3.4. Electronic voting system is authorized and shall be used for voting and counting in the election, subject to the attached agreements and any contingency plan (of each county conducting a part of the City election) for problems with the electronic voting system.

SECTION 3.5. Early voting shall be conducted:

- A. In the Potter County portion of the City as specified in the attached Exhibit 1.
- B. In the Randall County portion of the City as specified in the attached Exhibit 2.
- C. Ballots shall be used for early voting by mail, and electronic or other ballot forms shall be used for casting early votes by personal appearance. The City Secretary is authorized to appoint an Early Voting Ballot Board to count and sort early votes, and other personnel for other duties, all as may be necessary or convenient in the conduct of the election or the City portion of a joint election with the other entities.

SECTION 3.6. That voting results of the City election from Potter and Randall County precincts shall, respectively, be completed at each County's counting station (to-wit: Potter County, at 900 S. Polk, Suite 320, Amarillo; and Randall County, at 501 16th Street, Ste 304, Canyon) and, the results promptly provided to the City Secretary or her designee.

SECTION 3.7. In the event of a conflict between the terms of this ordinance and the interlocal cooperation agreement for election services, the terms of the interlocal agreement shall prevail.

SECTION 3.8. Effective Date. This ordinance calling the election and stating the ballot is effective upon passage. However the effective date for each Proposition that may be approved


by voters shall be as set by City Council, no sooner than 30 days after the canvass of the election, so as to allow time for republication of the amended charter and amending any affected ordinances or policies of the City, to assure an orderly implementation of any approved changes.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading this the 28th day of July, 2020; and PASSED on Second and Final Reading the 11th day of August 2020.

ATTEST:

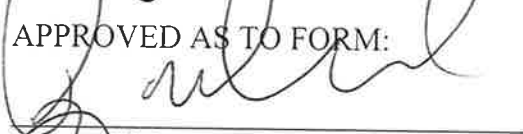


Frances Hibbs, City Secretary



Ginger Nelson, Mayor

APPROVED AS TO FORM:



Bryan S. McWilliams, City Attorney

ATTACHMENTS:

Exhibit 1, Interlocal Agreement with Potter County
Exhibit 2, Interlocal Agreement with Randall County

EXHIBIT 1
POTTER COUNTY – CITY ELECTION AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF POTTER §

**CONTRACT FOR ELECTION SERVICES
AND JOINT ELECTION AGREEMENT**

THIS CONTRACT made by and between Potter County, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as “County,” and the City of Amarillo, hereinafter referred to as “Entity,” pursuant to Texas Election Code Sections 31.092(a) for an election to be held on November 3, 2020, and to be administered by Melynn Huntley, Elections Officer, hereinafter referred to as “Elections Administrator”.

Said Entity is holding a Special Election, at their expense on November 3, 2020.

The County owns an electronic voting system, which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and is compliant with the accessibility requirements set forth by Texas Election Code Section 61.012. The Entity desires to use the County’s electronic voting system and to compensate the County for such use.

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

I. ADMINISTRATION

The parties agree to hold a “Joint Election” in accordance with Chapter 271 of the Texas Election Code and this agreement. The Elections Administrator of Potter County shall coordinate, supervise, and handle all aspects of administering the Election as provided in this Contract. The Entity agrees to pay Potter County for equipment, supplies, services, staff overtime directly incurred as a result of the election, and administrative costs as provided in this Contract. The Elections Administrator shall serve as the administrator for the Election; however, the Entity shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of the Entity.

It is understood that other Political Subdivisions may wish to participate in the use of the County’s electronic voting system and polling places, and it is agreed that Potter County and the Elections Administrator may enter into other contracts for election services for those purposes on terms and conditions generally similar to those set forth in this contract. The Entity agrees that other Political Subdivisions that may have territory

located partially or wholly within the boundaries of the Entity, and in such case all parties sharing common territory shall enter into a Joint Election Agreement and share a joint ballot on the county's electronic voting system at the applicable polling places. In such cases, costs shall be divided proportionately among the participants (Exhibit "C").

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap.

II. LEGAL DOCUMENTS

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

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of the Entity, including translation to languages other than English. The Entity shall provide a copy of their election order and notice to the Elections Administrator.

Each Political Subdivision shall prepare a submission to the United States Department of Justice for preclearance of any Special Election or election procedure changes, pursuant to the Voting Rights Act of 1965, as amended.

III. VOTING LOCATIONS

The Elections Administrator shall arrange for the use of all Election Day voting locations. Voting locations will be, whenever possible, the usual voting locations for Potter County. In the event a voting location is not available, the Elections Administrator will arrange for use of an alternate location with the approval of the Entity.

If polling places are different from the polling place(s) used by the Entity in its most recent election, the County agrees to post a notice no later than the day before the election, at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and stating the Entity's polling place names and addresses in effect for election. Election Day locations are listed on Exhibit "A".

In the November 3, 2020 election, Potter County will utilize county-wide voting. As such, there will be 16 polling locations. Registered voters will be able to vote on Election Day at any of the polling locations.

IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

The Elections Administrator is required to use election judges, alternate judges and clerks that have been approved by the county political parties. The Elections Administrator shall provide to the Entity a list of presiding judges and alternate judges for its election who shall be approved by the Entity as required by law. The Elections Administrator will recruit at least one polling place official who is bilingual (fluent in both English and Spanish) for each polling location.

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

The Elections Administrator shall arrange for the training and compensation of all election judges and clerks. The Elections Administrator shall arrange for the date, time, and place for the presiding election judges to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections Administrator notifying him/her of their appointment, the time and location of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint. Election workers will be compensated for the two-hour training class.

Each election judge and election clerk will receive compensation at a rate of \$12.00 per hour as established by Potter County pursuant to Texas Election Code Section 32.091. Election judges and clerks will be entitled to receive pay at a rate of time-and-a-half per hour for all hours worked over 40 in a week. The election judge and alternant judge will share an additional sum of \$25.00 for returning the supplies and equipment to the central counting station after the polls close.

It is agreed by all parties that at all times and for all purposes hereunder, all election judges, clerks, and all other personnel involved in this election are temporary employees of the County.

V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator shall arrange for all election supplies and voting equipment including, but not limited to official ballots, sample ballots, voter registration lists, and all forms, signs and other materials used by the election judges at the voting locations. The Elections Administrator shall provide the necessary voter registration information, instructions, and other information needed for the election. If special maps are needed for a particular Entity, the Election Administrator will order the maps and pass that charge on to that particular Entity.

The Entity shall furnish the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which the authority's ballot is to be printed). All ballot information for the ballot will be provided in both English and Spanish. This list shall be delivered to the Elections Administrator as soon as possible after ballot positions have been determined by each of the participating authorities. Each participating authority shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions.

VI. EARLY VOTING

The Entity agrees to appoint the Elections Administrator as the Early Voting Clerk. The Entity also agrees to appoint the Elections Administrator's permanent county employees as deputy early voting clerks. The Entity further agrees that the Elections Administrator may appoint other deputy early voting clerks to assist in the conduct of early voting as necessary, and that these additional deputy early voting clerks shall be compensated at an hourly rate set by Potter County pursuant to Section 83.052 of the Texas Election Code. Early Voting by personal appearance will be held at the locations, dates, and times listed in Exhibit "B." Any qualified voter of the Election may vote early by personal appearance at any one of the early voting locations.

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the Entity shall be forwarded immediately by fax or courier to the Elections Administrator for processing.

The Elections Administrator shall, upon request, provide the Entity a copy of the early voting report on a daily basis and a cumulative final early voting report following the election.

VII. EARLY VOTING BALLOT BOARD

Potter County Election Board shall appoint a Signature Verification Committee (SVC) and Early Voting Ballot Board (EVBB) to process early voting results from the Election. The County Election Board shall appoint up to nine additional members to constitute the EVBB. Five people will be appointed to the Signature Verification Committee. The Elections Administrator shall determine the number of members required to efficiently process the early voting ballots.

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

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

The 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:

1. Counting Station Manager
2. Tabulation Supervisor
3. Assistant Tabulation Supervisor
4. Presiding Judge
5. Alternate Judge

The Elections Administrator will prepare the unofficial canvass reports after all precincts have been counted, and will deliver a copy of the unofficial results to the Entity as soon as possible after all returns have been tabulated. All participating authorities shall be responsible for the official canvass of their respective elections.

IX. ELECTION EXPENSES AND ALLOCATION OF COSTS

The participating authorities agree to share the costs of administering the Joint Election. Allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared according to a formula, which is based on the cost per polling place. Costs for polling places shared by Entity and other Political Subdivisions shall be divided proportionately among the participants utilizing that polling place. Exhibit "C" shows the formula for determining cost share per Entity and Political Subdivision.

It is agreed that a rental rate of \$250 per Verity unit will be charged for the County's voting equipment used on Election Day and/or Early Voting and shall be divided proportionately among the participants utilizing each polling location. Exhibit "D" shows an estimate of expenses for the Joint Election and cost estimate by Entity.

X. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

The Entity may withdraw from this Contract should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code, or should it be later ruled that the election is not needed. The Entity is fully liable for any expenses incurred by Potter County on behalf of the Entity. Any monies deposited with the county by the withdrawing authority shall be refunded, minus the aforementioned expenses.

XI. RECORDS OF THE ELECTION

The Elections Administrator is hereby appointed joint general custodian of the voted ballots and all records of the Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each participating authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the Elections Administrator or at an alternate facility used for storage of county records. The Elections Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

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

XII. RECOUNTS

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

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

XIII. MISCELLANEOUS PROVISIONS

1. The Elections Administrator shall file copies of this document with the Potter County Treasurer and the Potter County Auditor in accordance with Section 31.099 of the Texas Election Code.
2. In the event that an election contest is initiated under Title 14 of the Texas Election Code in relation to the Entity's election, the Entity shall choose and provide, at its own expense, competent legal counsel for Potter County, the Potter County Elections Administrator, and such other Potter County officials,

employees, or election personnel as may be included as parties or participants in that election contest.

3. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code.
4. The parties agree that under the Constitution and laws of the State of Texas, neither Potter County nor the Entity can enter into an agreement whereby either party agrees to indemnify or hold harmless another party; therefore, all references of any kind, if any, to indemnifying or holding or saving harmless for any reason are hereby deleted.
5. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Potter County, Texas.
6. In the event of one of more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
7. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.
8. The waiver by any party of a breach of any provision of this Contract shall not operate as or be construed as a waiver of any subsequent breach.
9. Any amendments of this Contract shall be of no effect unless in writing and signed by all parties hereto.

IN TESTIMONY HEREOF, this Contract, its multiple originals all of equal force, has been executed on behalf of the parties hereto as follows, to-wit:

1. It has on this 29~~th~~ day of July, 2020, been executed on behalf of Potter County by ~~the~~ Elections Administrator pursuant to the Texas Election Code so authorizing; and

POTTER COUNTY, TEXAS

By: 
Melynn Huntley
Elections Administrator

2. It has on this 28 day of July, 2020, been executed on behalf of the Entity by its Presiding Officer or authorized representative, pursuant to an action of the Entity so authorizing.

CITY OF AMARILLO:


By: 

EXHIBIT A – ELECTION DAY POLLING LOCATIONS

Amarillo Auto Supply and Off Road
3601 E. Amarillo Blvd.

Kids, Inc.
2201 SE 27th

Casey Carpet One
3500 I-40 West Frontage Road

Lighthouse Baptist Church
5631 Pavillard

Chaparral Hills Church
4000 W. Cherry

Pride Home Center
3503 NE 24th

Don Harrington Discovery Center
1200 Streit Drive

Second Baptist Church
419 N. Buchanan

The Church at Bushland
1800 FM 2381, Bushland

Trinity Baptist Church
1601 I-40 West

~~Grace Community Church
4111 Plains Blvd.~~

United Citizens Forum
901 N. Hayden

Highland Park ISD Admin. Bldg.
15300 E. Amarillo Blvd.

Valle de Oro Fire Station
23801 FM 1061, Valle de Oro

Hillside Christian Church, NW
600 Tascosa Road

Wesley Community Center
1615 S. Roberts

EXHIBIT C - SAMPLE COST BY ENTITY

The jurisdictions of participating entities are located in following voting precincts:

Potter County – 24 total precincts

121, 122, 123, 124, 125, 126, 221, 222, 223, 224, 225, 321, 322, 323, 324, 325, 326, 327, 421, 422, 424, 425, 426, 427

City of Amarillo – 22 total precincts

121, 122, 123, 124, 125, 126, 221, 222, 223, 224, 225, 323, 324, 325, 326, 327, 421, 422, 424, 425, 426, 427

Potentially other entities could affect the share of expenses

There are total of 46 “entity precincts” represented by the participating entities. (24 + 22)

In allocating appropriate expenses to participating entities, the total costs will be based on the percent of the total “entity precincts” with which the participating entity has jurisdiction.

Therefore, the total costs will be divided as follows:

Potter County	24 precincts	52% of total cost of election
City of Amarillo	22 precincts	48% of total cost of election*

*Costs not to exceed \$45,000. Due to the high costs incurred with a Presidential Election, Potter County agrees to cap the expense to the City of Amarillo at \$45,000.

EXHIBIT D - COST ESTIMATE FOR ELECTION

Description	Amount*
Ballot Layout, Audio, Coding	.00
Ballots	2000.00
Field Techs/Site Support/Phone Bank	1500.00
Early Voting Ballot Board/Signature Verification Committee	2600.00
Early Voting Personnel	34600.00
Election Day Personnel	23500.00
Central Counting Station Personnel	1600.00
Election Office overtime	5500.00
Election Day deliveries	300.00
Truck Rental	1000.00
Security, EV, ED & CCS	3300.00
ABBM Kits/Postage (2500 kits @ \$1.50 each)	3750.00
Ballot on Demand (Military) and Sample Ballots Online	600.00
Election Kits	640.00
Verity Lease fee (200 units @ \$250 each)	50000.00
Public Notice of Test, AGN	400.00
Notice of Election, AGN	1400.00
Subtotal	144,090.00
City of Amarillo – 48%	69,163.20
10% Administrative Fee	6,916.32
Estimated Total	76,079.52

*Amounts are estimates only. Estimate also assumes Early Voting locations and hours.

Potter County agrees to cap the cost of the election to the City of Amarillo at \$45,000.

EXHIBIT B - POLLING HOURS AND LOCATIONS FOR EARLY VOTING

MAIN EARLY VOTING:

Santa Fe Building, Ticket office
900 S. Polk
Maximum # of Judges and Clerks: 11

Hours for voting at Santa Fe Building:

Mon – Fri., Oct. 19-23	8:00 a.m. – 5:00 p.m.
Sat., Oct. 24	7:00 a.m. – 7:00 p.m.
Sun., Oct. 25	12:00 p.m. – 5:00 p.m.
Mon. – Fri., Oct. 26 – 30	7:00 a.m. – 7:00 p.m.

BRANCH EARLY VOTING:

Precinct 1:
Casey Carpet One
3500 I-40 W Frontage Rd.
Maximum # of Judges and Clerks: 6

Precinct 3:
~~The Craig~~
5500 SW 9th Ave
Maximum # of Judges and Clerks: 6

Precinct 2:
~~United Amigos~~
3300 E I-40
Maximum # of Judges and Clerks: 5

Precinct 4:
Cornerstone Outreach
1111 N. Buchanan
Maximum # of Judges and Clerks: 5

Hours for Branch Locations Early Voting:

Mon – Fri., Oct. 19-23	8:00 a.m. – 5:00 p.m.
Sat., Oct. 29	12:00 p.m. – 5:00 p.m.
Sun., Oct. 30	12:00 p.m. – 5:00 p.m.
Mon. – Fri., Oct. 31-Nov. 4	8:00 a.m. – 5:00 p.m.

POTTER COUNTY EARLY VOTING LOCATIONS
GENERAL ELECTION - _____, 20____

EXHIBIT 2
RANDALL COUNTY – CITY ELECTION AGREEMENT

**JOINT ELECTION AGREEMENT AND ELECTION SERVICES CONTRACT
BETWEEN
CITY OF AMARILLO
AND RANDALL COUNTY**

WHEREAS, Randall County ("County") and the City of Amarillo ("City") noted in the signature block ("Participating Entities"), have each called an election;

WHEREAS, the Participating Entities desire to conduct these elections jointly, pursuant to Chapter 271, Texas Election Code, on November 3, 2020;

WHEREAS, the City is located partially in Randall County, and it is in the best interest of the voters of the City that are registered in Randall County to conduct an efficient election by entering into an Election Services Agreement with Randall County.

NOW, THEREFORE, the Entities adopt this Agreement to conduct a joint election:

1. SCOPE

The Participating Entities will hold elections on November 3, 2020 ("Election Day") jointly for the voters in Randall County and the City.

2. BALLOT LANGUAGE

Each of the Participating Entities will provide the appropriate ballot language in both English and Spanish for the propositions to be voted on by the qualified voters of that Participating Entity. The County will provide a final proof of ballot language, as it is to appear on the ballot, for final proof approval. The ballots shall be printed in a timely fashion in order to be available for Early Voting by mail and voting devices programmed for Early Voting by personal appearance.

3. RESPONSIBILITIES OF RANDALL COUNTY

Randall County shall be responsible for performing the duties and performing the services associated with an election for those resident voters of Randall County, including but not limited to the following:

- (a) Recommend and confirm all early voting polling place locations. Days and hours for early voting on weekdays and weekends will be those days and hours provided by the County, and in accordance with State law.
- (b) Agree to receive and process requests for Early Voting by Mail.
- (c) Contact the owners or custodians of county-designated polling places and arrange for their use in the Election.
- (d) Procure and distribute all necessary election kits and supplies.

- (e) Procure all necessary voting machines and equipment, transport machines and equipment to and from the polling places, and prepare the voting machines and equipment for use at the polling places.
- (f) Notify the election judges of the date, time, and place of the election school and arrange for a facility for holding the school.
- (g) Arrange for the use of a central counting station and for the tabulating personnel and equipment needed at the counting station and assist in the preparation of programs and the test materials for the tabulation of the ballots to be used with electronic voting equipment.
- (h) Publish the legal notice of the date, time, and place of the test of the electronic tabulating equipment and conduct such test.
- (i) Serve as the Joint Custodian of Records ("Joint Custodian") for the sole purpose of preserving all voted ballots securely in a locked room in the locked ballot boxes and securing of electronic votes for the period for preservation required by the Election Code.
- (j) Provide its Elections Division staff and offices to administer the Joint Election under the direction of the Randall County Elections Administrator.

4. CANVASS OF RESULTS

Each entity will be responsible for the canvass of the returns regarding its ballot items.

5. LOCATION OF COMMON POLLING PLACES

Exhibit "A" to this Agreement is a list of the Countywide-Super Precinct Election Day polling places. These polling places will be used for the common Election Day polling place(s) in this election. Exhibit "B" to this Agreement is a list of early voting polling places. The final designation of polling places within Randall County rests with the County. Accordingly, the County must immediately notify the District if it does not designate the polling places set forth in the attached Exhibits.

6. ALLOCATION OF ELECTION EXPENSES

- (a) The County shall initially pay the expenses, and subsequently invoice each Participating Entity for its share of the expenses. Joint election expenses include, but are not limited to, expenses for equipment rental, facilities, personnel, supplies, and training actually incurred by the County for establishing and operating all early voting and Election Day activities at the polling place in the joint election territory as well as activities related to the tabulation of votes. Upon receipt of an invoice from the County election expenses, the Entity shall pay the total amount of the invoice within thirty (30) days of receipt of said invoice.
- (b) The expense of any early voting polling places that are established at the request of an Entity(ies) other than those which are mutually agreed upon by all the Entities shall be borne by the requesting Entity.
- (c) An Entity may cancel an election, but will be financially responsible for any expenses that were accrued, by the County, up to the time of cancellation.
- (d) In the event of a recount, the expense of the recount shall be borne by the Entity(ies) involved in such recount.
- (e) Election workers will be paid at the rate of \$12.00 per hour.

Randall County Election Day
Vote Centers
November 3, 2020

The Cowboy Church
8827 S. Washington
Amarillo, TX 79118

Arden Road Baptist
6701 Arden Road
Amarillo, TX 79109

Comanche Trail Church of Christ
2700 E. 34th
Amarillo, TX 79103

Central Baptist Church
1601 SW 58th
Amarillo, TX 79110

Randall County Justice Center
2309 Russell Long Blvd
Canyon, TX 79015

Oasis Southwest Baptist Church
8201 Canyon Drive
Amarillo, TX 79110

Southwest Church of Christ
4515 Cornell
Amarillo, TX 79109

Randall County Annex
4320 S. Western
Amarillo, TX 79110

Redeemer Christian Church
3701 S. Soney
Amarillo, TX 79121

The Summit
2008 12th Avenue
Canyon, TX 79015

Region 16 Education Center
5800 Bell Street
Amarillo, TX 79109

Coulter Road Baptist Church
4108 S. Coulter
Amarillo, TX 79109

Randall County Fire Department # 2
9451 FM 2186
Amarillo, TX 79119

7. LEGAL NOTICES

(a) Each Entity shall be individually responsible for the preparation of election orders, resolutions, notices, and other pertinent documents for adoption or execution by its own respective governing board, and for the posting or publication of election notices and all expenses related thereto. The Notice will be Bilingual and will be published or posted in both English and Spanish. The preceding sentences do not prevent the Entities or any combination of them from issuing a joint notice of election and sharing the cost of same.

(b) Each Entity shall individually submit a request for preclearance from the United States Department of Justice, if required.

8. AUTHORITY TO CONFORM TO ELECTION LAW

The Entities authorize the County's Elections Administrator and the District's Superintendent to vary the terms of this Agreement as may be necessary to conform to applicable law or to comport with proper election procedures without the need for further action by the governing body of any Participating Entity.

9. EFFECTIVE DATE

This Agreement takes effect upon the complete execution of this Agreement by the Participating Entities.

RANDALL COUNTY, TEXAS

By: 

Shannon Lackey
Elections Administrator

Date: 7-15-20

Attest: _____

CITY OF AMARILLO

By: 

Date: 07/28/2020

Attest: Frances Helber

**Early Voting Dates and Times for Randall County at
The Election for the
City of Amarillo**
_____, 20____

Early Voting Locations
General Election
Election Day November 3, 2020

Dates and time will be determined at a later date in accordance with the Texas Election Code and/or an Executive Order issued by the Governor

Randall County Election Administration Office
1604 5th Ave
Canyon, TX 79015**

**Randall County Annex
4320 S. Western
Amarillo, TX 79110**

**Randall County Justice Center
2309 Russell Long Blvd
Canyon TX, 79015**

**Region 16 Education Service Center
5800 Bell Street
Amarillo, TX 79109**

**Comanche Trail Church of Christ
2700 E. 34th
Amarillo, TX 79103**

****Main Early Voting Location**