

ACTION ITEM: #6

Contract with Lubbock County Election

THE STATE OF TEXAS §

COUNTY OF LUBBOCK §

**CONTRACT FOR ELECTION SERVICES WITH LUBBOCK COUNTY, TEXAS
FOR ALL JOINT ELECTIONS IN CALENDAR YEAR 2019**

THIS CONTRACT made by and between LUBBOCK COUNTY, TEXAS, acting by and through Dorothy Kennedy, Lubbock County Elections Administrator, hereinafter referred to as "The Elections Administrator" (who has been duly qualified and bonded as provided for under law) and Town of Ransom Canyon, a governmental entity organized under the laws of the State of Texas, hereinafter referred to as the "Entity" and by the authority of Section 31.092(a) of the Texas Election Code for the conduct and supervision of the Entity's elections called during the Entity's Calendar Year 2019. The Entity joins with any such other governmental units as are eligible and desire to conduct a joint election, as may be expressed by order, resolution or other official action of each of the governmental units. In the case of an Entity which is a school district, a joint election will be conducted with one or more municipalities, and/or with Lubbock County, Texas, in compliance with the requirements for school districts set forth in Chapter 11, Subchapter C, Section 11.0581, of the Texas Education Code.

RECITALS

Any elections held by the entity will be at the expense of the entity. In the case of joint elections, common expenses will be divided between the parties on a *pro rata* basis, calculated using the number of registered voters in each entity's jurisdiction.

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

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

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

I. ADMINISTRATION

The Lubbock County Elections Administrator shall assist, coordinate, supervise, and handle all aspects of administering the election as provided in this Contract in a manner consistent with all relevant law, codes, rules and regulations, including, without limitations,

those functions set forth in **Exhibit A**. The Entity agrees to pay the Lubbock County Elections Administrator for equipment, supplies, services, and administrative costs as provided in this Contract. The Lubbock County Elections Administrator shall serve as the administrator for the election; however, the Entity shall remain responsible for the lawful conduct of its election as regards those functions reserved to the Entity including those set forth in **Exhibit A**, as regards such additional administrative functions as the Entity may otherwise undertake to perform, and any functions which cannot be lawfully delegated to the Lubbock County Elections Administrator. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of the Entity; however, it shall be the responsibility of the Entity to obtain whatever legal opinion(s) it deems necessary, from the Entity's chosen legal counsel and at the Entity's sole cost and expense. The Lubbock County Elections Administrator will not provide legal advice to the Entity.

II. LEGAL DOCUMENTS

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

Preparation of the necessary bilingual materials for notices and the language of the official ballot shall also be the responsibility of the Entity. Lubbock County strongly recommends the Entity contract with a Certified Bilingual Translator to prepare all necessary bilingual materials including, but not limited to, office titles, place numbers (if any), and any propositions. The Entity shall provide a copy of its election order and notice to the Lubbock County Elections Administrator no later than eighty (80) days prior to Election Day.

There are many different types of notices and orders that are required to be provided to voters under the Texas Election Code and federal law. Some of these types of notices and orders include: Notice And/or Order of Election; Notice of Testing of Voting Equipment; and Notice to Voters by Household. In Lubbock County, the **Notice and/or Order of Election** shall be prepared by the Entity. The Entity shall be responsible for the preparation, adoption, and publication of the Notice and/or Order of Election and for ensuring it is properly published consistent with State and Federal Law. In Lubbock County, the Lubbock County Elections Administrator will be responsible for the preparation and publication in the newspaper of the **Notice of Testing of Voting Equipment**. Additionally, in Lubbock County, the Lubbock County Elections Administrator will be responsible for preparing, printing, and mailing the **Notice to Voters by Household**. However, the cost(s) for the preparation, printing, and mailing of the Notice to Voters by Household and Notice of Testing Voting Equipment will be billed to the Entity.

III. VOTING LOCATIONS

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

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

IV. ELECTION JUDGES, CLERKS AND OTHER ELECTION PERSONNEL

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

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

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

Lubbock County utilized a multiple award bidding system for the acquisition of temporary election workers and currently contracts with four temporary staffing vendors for election staffing. As a result, the Entity will be charged the hourly rates reflected in the paragraphs below for election workers, and the associated markup whichever temporary staffing vendor the election worker is affiliated with for purposes of staffing this election. The rates range from \$9.00-\$15.00 per hour.

The Entity will be charged **\$13.00** per hour for each hour worked by each Presiding

Election Judge, and **\$11.00** per hour for each hour worked by each Alternate Judge and Election Clerk. The Entity will be charged an additional **\$25.00** as flat-rate compensation to each Election Judge for returning the supplies and Judge's Booth Controller to the Central Counting Station after the polls close. The Entity will be charged **\$13.00 and \$14.00** per hour for each hour worked by each Phone Bank Operator. The Entity will be charged **\$15.00** per hour for each hour worked by each Troubleshooter, plus mileage at the rate of **\$0.545** per mile traveled by each Troubleshooter.

The Entity will be charged **\$13.00** per hour for each hour worked by each Deputy Early Voting Clerk (Lead Clerk). The Entity will be charged **\$13.00 and \$14.00** per hour for each hour worked by each Early Voting Phone Bank Operator. The Entity will be charged **\$15.00** per hour for each hour worked by each Early Voting Troubleshooter, plus mileage at the rate of **\$0.545** per mile traveled by each Early Voting Troubleshooter.

The Elections Administrator may 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 during early voting and on Election Day, and for the efficient tabulation of ballots at the central counting station. The Entity will be charged **\$13.00** per hour for each hour worked by part-time personnel working in support of the Early Voting Ballot Board and/or Central Counting Station on election night. Part-time personnel working in support of the Central Counting Station and/or Early Voting Ballot Board on election night will receive pay for at least four hours, minimum call for service, regardless of the actual hours worked.

The Entity will be charged **\$9.00** for each hour of training for all election workers (including Judges, Alternate Judges, Clerks, Phone Bank Operators and Troubleshooters.) The Entity will be charged for temporary personnel employed to help conduct training classes at the rate of **\$11.00** per hour.

The Entity will be charged a time-and-half rate based on the hourly rate of all election workers/temporary workers employed in the positions specified above for any overtime worked in connection with any election covered under this Contract.

The Entity will be charged a time-and-half rate based on the hourly rate of Lubbock County employees for any overtime worked to deliver, set up and pickup voting equipment, as well as the Logic and Accuracy Testing. The Entity will also be charged mileage at a rate of **\$0.545** for Lubbock County employees who must use their personal vehicles to deliver, set up and pickup voting equipment and supplies.

It is agreed by the Entity that at all times and for all purposes hereunder, all election judges, clerks, and all other employees involved in this election are independent Contractors and are not employees or agents of Lubbock County or the Entity. No statement contained in this Contract shall be construed so as to find any judge, clerk, or any other election personnel to be an

employee or agent of the County or the Entity, and all election personnel shall be entitled to none of the rights, privileges, or benefits of County employees or Entity employees except as otherwise may be stated herein, nor shall any election personnel hold himself out as an employee or agent of the County or the Entity, unless considered a County or Entity employee as determined by the policies of Lubbock County or the Entity.

V. SUPPLIES AND PRINTING

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

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

VI. EARLY VOTING

The Entity agrees that the Election Administrator shall serve as the Early Voting Clerk in accordance with Section 31.097 of the Texas Election Code and agrees to designate the Office of the Elections Administrator, 1308 Crickets, Lubbock Texas, as the main Early Voting polling location. The Entity also agrees that the Elections Administrator's permanent county employees, during regular office hours, shall serve as deputy early voting clerks who shall serve without additional compensation; and that the Elections Administrator may appoint other deputy early voting clerks to assist in the conduct of early voting as necessary.

It is agreed that Early Voting by personal appearance will be held at the locations, times and days shown in **Exhibit A**. In the event that any of these voting locations are not available, the Elections Administrator will arrange for use of an alternate location with the approval of the Entity and at the Entity's expense.

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 to the Elections Administrator for processing.

The Elections Administrator shall provide the Entity with a copy of the early voting report on a daily basis and a cumulative final early voting report following the election. The Entity will be responsible for releasing any early voting report numbers to Officials of the Entity. The Entity will also be responsible for releasing early voting report numbers to the general public and candidates of the Entity, if requested. The Elections Administrator will be responsible to release the number of people who vote each day of early voting to the media.

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

VII. EARLY VOTING BALLOT BOARD

An Early Voting Ballot Board and, if needed, a Signature Verification Committee shall be created to process early voting results from the Entity's election. The Elections Administrator shall appoint the Presiding Judge of the Early Voting Ballot Board. The Presiding Judge, with the assistance of the Elections Administrator, shall appoint two or more additional members to constitute the Early Voting Ballot Board members and, if needed, the Signature Verification Committee members required to efficiently process the early voting ballots. The Entity will be charged \$13.00 per hour for each hour worked by each member of the Early Voting Ballot Board and, if needed, the Signature Verification Committee. Additionally, as explained above Lubbock County election workers are provided by four different temporary staffing companies so all hourly rates will also include a markup from the temporary staffing vendor providing the specific worker. These costs will be passed onto Entities consistent with the Texas Election Code.

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 Entity hereby appoints the following central counting station officials (or their duly appointed designee) in accordance with Sections 127.002 and 127.005 of the Texas Election Code:

Counting Station Manager:	Dorothy Kennedy, Elections Administrator
Tabulation Supervisor:	Roxzine Stinson, Chief Deputy, Elections
Presiding Judge:	Larry Henry

The Counting Station Manager or her representative shall deliver timely cumulative reports of the election results as Vote Center report to the central counting station as they are tabulated. The Counting Station Manager shall be responsible for releasing cumulative totals and precinct returns from the election to the Entity, prior to releasing such information to candidates, press, and general public by distribution of hard copies or electronic transmittals by facsimile (when so requested). Election results will be posted to the Elections Office web page located at www.votelubbock.org

The Elections Administrator will prepare the unofficial canvass reports after all ballots have been counted and will deliver a copy of the unofficial canvass to the Entity as soon as possible after all returns have been tabulated. In any event, the Elections Administrator will deliver a copy of the unofficial canvass to the Entity no later than noon of the **tenth day** following the election date. The Entity shall be responsible for the official canvass of its election.

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

IX. ELECTION EXPENSE AND ALLOCATION OF COSTS

Any elections held by the Entity will be at the expense of the Entity. In the case of joint elections, common expenses will be divided between the parties on a *pro rata* basis, calculated using the number of registered voters in each entities jurisdiction. The Entity agrees to reimburse Lubbock County for the actual costs of administering its election including, but not limited to, the actual costs of supplies, printing, programming, personnel, and polling place rental fees. The Entity agrees to reimburse Lubbock County for overtime wages and benefits paid to the permanent employees of the Elections Administrator for contractual duties performed outside the normal business hours of Lubbock County in accordance with Section 31.100(e) of the Texas Election Code. The Entity further agrees to pay Lubbock County an administrative fee equal to ten percent (10%) of its total billable costs in accordance with Section 31.100(d) of the Texas Election Code.

X. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

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

XI. RECORDS OF THE ELECTION

The Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the election as authorized by Section 31.096 of the Texas Election Code.

Access to the election records shall be available to the Entity as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the Lubbock County Records Retention Building and 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 the Entity to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with the Entity.**

The Elections Administrator shall notify the Entity of the planned destruction of any records of the election prior to the records' destruction.

XII. RECOUNTS

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

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

The cost for a recount will be passed along to the Entity consistent with Texas law.

XIII. COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT

The Elections Administrator will assist the Entity in securing adequate polling places, rent free if available; however, it is the responsibility of the Entity to ensure that the polling

places comply with current accessibility standards as set forth in the Americans With Disabilities Act as well as any state or local laws or ordinances. Accessibility compliance shall be at the Entity's expense. In the event that compliance cannot be achieved, the Entity agrees to indemnify the Elections Administrator and Lubbock County from any resulting liability, whether civil or criminal.

XIV. MISCELLANEOUS PROVISIONS

- (1) It is understood that, to the extent space is available, other political subdivisions may wish to participate in the use of the County's election equipment, and it is agreed that the Elections Administrator may contract with such other political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.
- (2) The Elections Administrator shall file copies of this document with the Lubbock County Treasurer and the Lubbock County Auditor in accordance with Section 31.099 of the Texas Elections Code.
- (3) In the event that legal action is filed challenging the Entity's election, each party hereto shall defend its own actions, officials and employees. If it is determined that the actions of the Entity resulted in legal action against Lubbock County or the Lubbock County Elections Administrator or any additional election personnel, then the Entity shall provide, at its own expense, legal representation for the County, the Elections Administrator, and additional election personnel as necessary save and except in any instance whereby an unlawful or otherwise improper act or omission of the County, the Election Administrator or another Entity participating in the election has precipitated such legal action. Likewise, if it is determined that the actions of Lubbock County or the Lubbock County Elections Administrator or any additional election personnel engaged by the County resulted in legal action against the Entity, then Lubbock County shall provide, at its own expense, legal representation for the Entity as necessary save and except in any instance whereby an unlawful or otherwise improper act or omission of the Entity or another Entity participating in the election has precipitated such legal action.
- (4) The County and the Entity agree that under the Constitution and laws of the State of Texas, neither the County nor the Entity can enter into an agreement whereby either party agrees to indemnify or hold harmless another party; therefore, all references of any kind, if any, to indemnifying or holding or saving harmless for any reason are hereby deleted.

- (5) This Contract shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Lubbock County, Texas.
- (6) In the event one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- (7) All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.
- (8) The waiver by any party of a breach of any provision of this Contract shall not operate as or be construed as a waiver of any subsequent breach.
- (9) Any amendment of this Contract shall be of no effect unless in writing and signed by all parties hereto.

XV. FINANCIAL OBLIGATION AND PAYMENT

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.

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

- (1) It has on the ____ day of February, 2019, been executed on behalf of Lubbock County by the Elections Administrator pursuant to the Texas Election Code, so authorizing;
- (2) It has on the 12th day of February, 2019, been executed on behalf of the Entity by its City Council, pursuant to the authority of the Mayor, so authorizing;

FOR Town of Ransom Canyon ("THE ENTITY"):

_____, MAYOR

ATTEST:

APPROVED AS TO FORM:

City Secretary

Attorney for the Entity

=====

FOR LUBBOCK COUNTY:

CONTRACTING OFFICER

APPROVED AS TO FORM:

Dorothy Kennedy
Elections Administrator

By: _____
R. Neal Burt
Assistant Criminal District Attorney,
Civil Division

Lubbock County Election Services Contract
EXHIBIT A
Responsibilities of the Parties

I. Early Voting

A. Lubbock County Elections Administrator's Responsibilities:

1. The Elections Administrator shall provide a list for presentation to the governing body of each Entity, containing a list of places, times and dates of early voting suitable for adoption by the governing body in accordance with Texas Election Code Chapter 85.
2. The Regular Early Voting Clerk for Lubbock County, Dorothy Kennedy, shall also serve as the Joint Early Voting Clerk for all joint elections. The Joint Early Voting Clerk will be responsible for the conduct of early voting by main and by personal appearance for all Lubbock County voters voting in the Joint Elections. The Joint Early Voting Clerk shall receive from each entity any applications for early voting ballots to be voted by mail in accordance with Title 7 of the Texas Election Code. The Joint Early Voting Clerk shall send early voting ballots by mail and receive early voting ballots for early voting by mail. The Joint Early Voting Clerk shall have authority to appoint such deputy early voting clerks as may be necessary to assist the Joint Early Voting Clerk with voting to take place at the joint early voting locations.
3. The Elections Administrator will determine the number of election workers to hire to conduct early voting in the Joint Election. The Joint Election Officer will arrange or contract for training for all election workers and will assign all election workers employed for early voting in the Joint Elections. The training of said election workers is mandatory; these individuals will be compensated for their time in training. The Elections Administrator will provide a training facility where election schools will be conducted to train election workers in employed in the conduct of early voting, including the mobile early voting programs, early voting by personal appearance at the main and all temporary branch early voting polling places, early voting by mail and other aspects of the early voting program for the Joint Elections. The Elections Administrator will name early voting deputies and clerks employed in the conduct of early voting.
4. The Elections Administrator will provide and deliver all supplies and equipment necessary to conduct early voting for the Joint Election, including but not limited to ballots, election forms, and necessary ramps, utility hook-ups, signs, registration lists and ballot boxes, to early voting polling places. The Elections Administrator will designate and confirm all early voting polling place locations.
5. The Elections Administrator will be responsible for the preparation and transportation of the electronic voting equipment necessary to conduct early voting. The Elections Administrator shall perform all tests of voting equipment as required but not limited to posting notice of equipment testing. The Elections Administrator will pay for the Notice to Test Voting equipment and then divide the cost of said Notice to the Entities for final payment on their invoice.

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

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

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

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

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

B. Responsibilities of Participating Entities:

1. The participating Entities hereby appoint Dorothy Kennedy, Lubbock County Elections Administrator, as the Election Officer to perform or supervise the performance of the duties and responsibilities of Lubbock County involved in conducting the Joint Elections covered by this Contract.

2. Each of the Entities agrees to conduct its early voting jointly. Each of the Entities hereby appoints Dorothy Kennedy, Elections Administrator and Early Voting Clerk for Lubbock County, as the Early Voting Clerk for the Joint elections. Early voting for the Entities shall be conducted at the dates, times and locations to be mutually agreed upon by the Election Officer and authorized and ordered by the governing body of each participating Entity.

3. Each participating Entity will provide ballot language for their respective portion of the official ballot to the Elections Administrator in both English and Spanish. Including, title

of offices on the ballot, number of votes per race allowed and but not limited to any propositions.. Any additions, modifications, deletions, or other changes to such ballot contents of language must be made by the Entity prior to the final proof approval by the Entity. The Elections Administrator will provide the participating Entity with a final proof of ballot language, as it is to appear on the ballot for final proof approval. Upon final proof approval, the ballot shall be programmed for the voting equipment in an expedited timeframe so as to allow ballot allocations.

4. Each participating Entity will provide the Elections Administrator with the name and contact information of each candidate on their respective ballot in order to be able to contact the candidates to appear at the Elections Office to proof the ballot.

6. Each participating Entity will provide the Elections Administrator with the name and contact information of a representative or representatives for the Entity who will appear at the Elections Office to proof the ballot in English and Spanish on behalf of the Entity.

7. Each participating Entity will provide the Elections Administrator with the name and contact information of a representative or representatives for the Entity who will be responsible for attending and participating in the Public Logic and Accuracy Testing of the ballot (as required by the Election Code). The Elections Administrator will contact the designated representative(s) with the date and time of such testing.

8. Each Entity is responsible to post and publish consistent with State and Federal law, the Entity's own Notice of Election and/or Order of Election.

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

II. Election Day

A. Lubbock County Elections Administrator's Responsibilities:

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

2. The Elections Administrator shall designate the Presiding Election Judge (Supervisor) and the Alternate Presiding Election Judge (Rover) to administer the election in each Vote Center and shall forward such information to the participating Entities to allow the governing bodies of the respective participating Entities to enter appropriate orders designating such officials prior to the election. The Presiding Election Judge (Supervisor) and Alternate Presiding Election Judge (Rover) shall be qualified voters of the Lubbock County Vote Centers in which the joint election is held. All Election Workers shall be compensated at the rate established hereafter by Lubbock County. Compensable hours shall be determined in accordance with provisions of the Texas Election Code and other applicable laws.

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

4. The Elections Administrator will arrange for training and will provide the instructors, manuals and other training materials deemed necessary for training all election workers. Training for all election workers is mandatory, and these individuals will be compensated for their time in training.

5. The Elections Administrator will arrange for Election Day voter registration lists for the Joint Elections. The County will determine the quantities of elections supplies needed for Election Day voting.

6. The Elections Administrator, by and through the Sheriff's, Maintenance, Road & Bridge, and Elections Office Departments of Lubbock County, will be responsible for the preparation and transportation of voting equipment and Election Day supplies for use on Election Day.

7. The final returns for each participating Entity shall be canvassed separately by each respective Entity. The Custodian of Election Records for Lubbock County, Dorothy Kennedy, Elections Administrator, shall maintain a Central Count Station on Election Day for the purpose of receiving returns for the participating Entities. The Elections Administrator or appointed staff will provide unofficial election results to the qualified individual appointed by each participating Entity.

8. On Election Day, the Joint Election Officer and/or the Elections Office Staff will field all questions from election workers through the phone bank personnel and troubleshooters.

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

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

B. Participating Entities Responsibilities:

1. Prior to Election Day, each participating Entity will answer questions from the public with respect to the Entity's Election during the State's defined mandatory office hours.

III. Election Night

A. Elections Administrator Responsibilities:

1. The Elections Administrator holds responsibility for all activities on election night including, but not limited, to setting up a central counting station, coordinating and supervising the tabulation of results, coordination and supervision of the physical layout of the support stations that are receiving substations for the Joint Elections, and coordination and management of media coverage of the election.
2. The Elections Administrator will arrange for the transportation of the electronic voting equipment to the central counting station.
3. The Elections Administrator will appoint the Presiding Judge and Alternate Presiding Judge of the Central Counting Station to maintain order at the Central Counting Station, to administer oaths as necessary to receive sealed Hart InterCivic Verity Controller, sealed provisional ballot boxes, and to perform other duties required by the Texas Election Code, and shall forward such information to each participating Entity in a timely fashion to allow the governing body of each Entity to enter appropriate orders designating such election officials prior to the election. These individuals shall be those hereafter appointed by the Elections Administrator to serve as Presiding and Alternate Judge of the Central Counting Station. In addition, the Elections Administrator shall appoint a Tabulation Supervisor to be in charge of the operation of the automatic tabulating equipment at the Central Counting Station, an individual to serve as Central Counting Station Manager and an Assistant Counting Station Manager to be in charge of the overall administration of the Central Counting Station and the general supervision of the personnel working at the Central Counting Station, and shall forward such information to each participating Entity to enter appropriate orders designating such election officials prior to the election.
4. The Elections Administrator shall provide the participating Entities with reasonable space in a public area adjacent to the Central Counting Station at which each participating Entity may have representatives or other interested persons present during the counting process.

B. Entity Responsibility:

1. Other than receiving returns from the Elections Administrator, the participating Entities have no role or responsibility on the night of the election.

ACTION ITEM: #7

**Resolution for Voting
Equipment**

**Town of Ransom Canyon
RESOLUTION 021219
FEBRUARY 12, 2019**

**RESOLUTION TO ADOPT USE OF HART INTERCIVIC VERITY 2.0 VOTING
EQUIPMENT**

WHEREAS, TOWN OF RANSOM CANYON contracts with the County of Lubbock to conduct its elections.

WHEREAS, the Commissioners Court of Lubbock County on December 22, 2016, heard information from County officials, regarding an upgrade to the County's aging voting system; and

WHEREAS, on December 22, 2016, the Lubbock County Commissioners Court voted to purchase Hart Voting Systems Intercivic Verity Voting 2.0 system from Hart Intercivic; and

WHEREAS, Lubbock County Office of Elections will utilize the Hart Intercivic Verity Voting 2.0 system to conduct elections on behalf of Town of Ransom Canyon; and

WHEREAS, the Hart Intercivic Verity Voting 2.0 system has been certified by both the Texas Secretary of State and the United States Election Assistance Commission; and

NOW, THEREFORE, BE IT RESOLVED the Town of Ransom Canyon, the body responsible for contracting to have elections conducted on behalf of Town of Ransom Canyon, **ADOPTS** the Hart Intercivic Verity Voting System 2.0 for use in elections in Lubbock County; and

BE IT FINALLY RESOLVED that the Town of Ransom Canyon adopts the Hart Intercivic Verity Voting System 2.0 to be used at all early voting and election-day polling locations in Lubbock County.

Duly adopted by vote of the Town of Ransom Canyon on the 12th day of February, 2019

EXECUTED this 12th day of February, 2019

ACTION ITEM: #8

Notice of Election

NOTICE OF GENERAL ELECTION
(AVISO DE ELECCIÓN GENERAL)

To the Registered Voters of the City of Ransom Canyon, Texas:
A los Votantes registrados de la Ciudad de Ransom Canyon, Texas:

Notice is hereby given that the polling places listed below will be open from 7:00 a.m. to 7:00 p.m., on Saturday, May 4th, 2019, for voting in a general election to elect a Mayor, two Alderman At-Large (2-year term), and 1 Alderman At-Large for an Unexpired one-year term.

Notifíquese, por lo presente, que los sitios de votación listados a continuación, se abrirán desde las 7:00 a.m. hasta las 7:00 p.m. el día 4 de mayo, de 2019 para votar en la elección general para elegir un Alcalde, dos Concejales en general con términos de dos años y un Concejal en general con termino vigente de un ano

LOCATION(S) OF POLLING PLACES ARE AS INDICATED ON EXHIBIT B
LOS SITIOS DE VOTACIÓN COMO SE INDICAN EN LA PÁGINA MARCADA ANEXO B

Early voting by personal appearance will be conducted as listed in Exhibit A

Votación adelantada en persona se llevará acabo en las fechas, los tiempos y las ubicaciones listaron en la página marcada Anexo A

Applications for ballot by mail shall be mailed or emailed to:

Las solicitudes para boletas que se votarán por correo o correo electrónico deberán enviarse a:

Dorothy Kennedy, EA
(Name of Early Voting Clerk)
(Nombre del Secretario de la Votación Adelantada)

P.O. Box 10536
(Address) *(Dirección)*

Lubbock, TX 79408 votelubbock@co.lubbock.tx.us
(City) (Ciudad) (Zip Code) (Zona Postal) (Email address) *(Dirección de correo electrónico)*

Applications for ballots by mail must be received no later than the close of business on Tuesday, April 23rd, 2019.

Las solicitudes para boletas que se votarán en adelantado por correo deberán recibirse para el fin de las horas de negocio el martes, día 23 de abril, 2019.

Issued this 12th day of February, 2019
Emitada este día 12th de Febrero, 2019

Signature of Mayor *(Firma del Alcalde)*

V.T.C.A., Election Code

EARLY VOTING DATES, TIMES AND LOCATIONS
NOTICE OF EARLY VOTING
(NOTACIÓN DE VOTACIÓN ADELANTADA)

Early Voting by personal appearance for the May 4th, 2019 Cities and Schools General & Special Elections will be conducted at ALL EARLY POLLING LOCATIONS ON THE DATES, TIMES AND LOCATIONS LISTED BELOW:

(Votación Adelantada para las Elecciones Generales y Especiales del Condado de Lubbock, de Ciudades y Escuelas el día 4 del mes de mayo, 2019, serán conducidas en LAS FECHAS, HORARIOS Y SITIOS LISTADOS ABAJO:)

Early Voting Dates: April 22nd – April 30th, 2019

(Fechas para Votación Adelantada: días 22 de abril – 30 de abril, 2019)

Hours at locations listed in this below: 8:00 A.M. – 5:00 P.M.

(Las horas para todos sitios listados serán: 8:00 A.M. – 5:00 P.M.)

EXCEPT the two Tuesday's, April 23rd & April 30th: 8:00 A.M. – 8:00 P.M.

(A menos los dos martes, días 23 de abril y 30 de abril: 8:00 A.M. – 8:00 P.M.)

*****All locations will be closed on Saturday and Sunday*****

*(***Todos los sitios estarán cerrados el Sábado y Domingo***)*

Main Polling Place *(Lugar principal de la votación)*

Lubbock County Elections Office *(Oficina de Elecciones del Condado de Lubbock)*

Public Room *(Salón Público)*

1308 Crickets Ave, Lubbock *(1308 Avenida Crickets)*

Abernathy City Hall

(Oficina Municipal de Abernathy)

811 Avenue D *(811 Avenida D)*

Abernathy

New Deal Community Clubhouse *(Centro Social de New Deal)*

309 S Monroe Ave, New Deal *(309 avenida Monroe al sur, New Deal)*

Idalou Clubhouse *(Centro Social de Idalou)*

202 W 7th St, Idalou *(202 calle 7 al Oeste)*

Idalou

Roosevelt Clubhouse *(Centro Social de Roosevelt)*

1408 CR 3300, Lubbock

Ransom Canyon City Hall

(Oficina Municipal de Ransom Canyon)

24 Lee Kitchens Dr *(24 calle Lee Kitchens Dr)*

V.T.C.A., Election Code

Ransom Canyon

Slaton ISD Administration Office

(Oficina de Administración del Distrito Escolar Independiente de Slaton)

140 E Panhandle *(140 calle Panhandle al Este)*

Slaton

Casey Administration Building

(Edificio de Administración Casey)

501 7th St *(501 calle 7)*

Wolfforth

Shallowater Community Center *(Centro Social de Shallowater)*

902 Avenue H, Shallowater *(902 avenida H, Shallowater)*

Cities and Schools General and Special Elections
(Elecciones General y Especial de Ciudades y Escuelas)
Vote Center Locations
(Ubicación de los centros electorales)
Saturday, May 4, 2019
(Sábado, 4 de mayo, 2019)
7:00 A.M. – 7:00 P.M.

Abernathy City Hall *(Oficina Municipal de Abernathy)*
811 Avenue D *(811 Avenida D)*
Abernathy

New Deal Community Clubhouse *(Centro Social de New Deal)*
309 S Monroe Ave *(309 avenida Monroe al sur)*
New Deal

Shallowater Community Center *(Centro Social de Shallowater)*
902 Avenue H *(902 avenida H)*
Shallowater

Idalou Clubhouse *(Centro Social de Idalou)*
202 W 7th St, Idalou *(202 calle 7 al Oeste)*

Roosevelt Clubhouse *(Centro Social de Roosevelt)*
1408 CR 3300, Lubbock

Ransom Canyon City Hall *(Oficina Municipal de Ransom Canyon)*
24 Lee Kitchens Dr *(24 calle Lee Kitchens Dr)*
Ransom Canyon

Slaton ISD Administration Office (*Oficina de Administración del Distrito Escolar Independiente de Slaton*)
140 E Panhandle (*140 calle Panhandle al Este*)
Slaton

Casey Administration Building (*Edificio de Administración Casey*)
501 7th St (*501 calle 7*)
Wolfforth


APPOINTMENT OF BILINGUAL ELECTION CLERKS

Pursuant to Sec. 272.009(b), Texas Election Code, Dorothy Kennedy, Lubbock County Elections Administrator, shall appoint at least one bilingual election clerk who is fluent in both Spanish and English to serve at a central location to provide assistance for Spanish-speaking voters. The undersigned entity agrees to the appointment of the following election staff members to provide assistance for Spanish-speaking voters at a central location (Lubbock County Elections Office) for the May 2019 Cities/Schools Election, as well as any run-off elections associated with same:

Gloria Armenta

Rachel Botello

Aaron Frodsham

Entity: Town of Ransom Canyon
By (print name): Maria Elena Quintanilla
Signature: 
Title: City Administrator
Date: 2/12/19

ACTION ITEM: #10

**Resolution for Local
Control**

RESOLUTION NO. 021219

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF RANSOM CANYON, TEXAS, TO EXPRESS ITS OPPOSITION TO LEGISLATIVE INTERFERENCE WITH LOCAL SERVICES, LOCAL REVENUE, AND LOCAL CONTROL.

WHEREAS, the dramatic growth of jobs and population in Texas cities in recent decades is indisputable proof that the decisions Texans have made at the local level have produced the kinds of communities where people want to live, work, and do business; and

WHEREAS, local issues call for local solutions that reflect the uniqueness of each community; and

WHEREAS, the ability of Texans to create vibrant, livable cities is under assault from state officials who wish to dictate that every community and neighborhood conform to their agenda; and

WHEREAS, some in the Texas legislature have willfully disregarded the voice of the voters of Texas cities and pre-empted the will of Texans by seeking to overturn approved ballot propositions where citizens have sought to deal with issues affecting their communities and to improve conditions for their residents, such as bag bans, temporary rentals, fracking and ride-sharing, even in situations where voters utilized direct democracy tools to bring these decisions before the public – an offense to the American system of participatory democracy and the historic Texan spirit of independence; and

WHEREAS, state officials are attempting to put one-size-fits-all restriction on the annual budgets of all cities and counties through revenue caps and spending limits, under the guise of property tax relief.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF RANSOM CANYON, TEXAS, THAT:

1. All of the above recitals are true and correct.
2. The unique character of each city is shaped by the priorities and values of the people who live there.
3. Texans do not want to be told to conform to one way of thinking or one way of living.
4. The Town of Ransom Canyon, Texas is **OPPOSED** to any legislation that erodes the ability of Texans to have a voice in developing local solutions to local problems that affect their neighborhoods and their communities.

PASSED, APPROVED AND ADOPTED this 12th day of February, 2019.

Jana Trew, Mayor

Brandt Underwood, Mayor Pro Tem

Dr. Terry Waldren, Alderman

Mike Greer, Alderman

Ingram Rich, Alderman

Chip Armstrong, Alderman

ATTEST:

Elena Quintanilla, City Secretary

ACTION ITEM: #11

Resolution for TMRS

**TEXAS MUNICIPAL RETIREMENT SYSTEM**

AN ORDINANCE AUTHORIZING AND ALLOWING, UNDER THE ACT GOVERNING THE TEXAS MUNICIPAL RETIREMENT SYSTEM, RESTRICTED PRIOR SERVICE CREDIT TO EMPLOYEES WHO ARE MEMBERS OF THE SYSTEM FOR SERVICE PREVIOUSLY PERFORMED FOR VARIOUS OTHER PUBLIC ENTITIES FOR WHICH THEY HAVE NOT RECEIVED CREDITED SERVICE; AND ESTABLISHING AN EFFECTIVE DATE FOR THE ORDINANCE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF RANSOM CANYON, TEXAS:

Section 1. Authorization of Restricted Prior Service Credit.

(a) On the terms and conditions set out in Sections 853.305 of Subtitle G of Title 8, Texas Government Code, as amended (hereinafter referred to as the "TMRS Act"), each member of the Texas Municipal Retirement System (hereinafter referred to as the "System") who is now or who hereafter becomes an employee of this City shall receive restricted prior service credit for service previously performed as an employee of any of the entities described in said Section 853.305 provided that (1) the person does not otherwise have credited service in the System for that service, and (2) the service meets the requirements of said Section 853.305.

(b) The service credit hereby granted may be used only to satisfy length-of-service requirements for retirement eligibility, has no monetary value in computing the annuity payments allowable to the member, and may not be used in other computations, including computation of Updated Service Credits.

(c) A member seeking to establish restricted prior service credit under this ordinance must take the action required under said Section 853.305 while still an employee of this City.

Section 2. This ordinance shall become effective on the first day of _____, 20_____.

Passed and approved this the 12th day of February, 2019.

ATTEST:

APPROVED:

City Secretary or Clerk

Mayor

ACTION ITEM: #13

**Substandard Building
Ordinance**

ORDINANCE NO. 10819
ARTICLE 3.05 SUBSTANDARD BUILDING ORDINANCE

AN ORDINANCE OF THE TOWN OF RANSOM CANYON, TEXAS (CITY) ENACTING REGULATIONS WITH RESPECT TO SUBSTANDARD, UNSECURED OR DANGEROUS BUILDINGS OR STRUCTURES, SPECIFYING THE REMEDIES AVAILABLE TO THE CITY TO OBTAIN COMPLIANCE WITH THOSE REGULATIONS, AUTHORIZING THE CITY TO TAKE CERTAIN ACTIONS TO RECOVER ITS EXPENSES IN DOING SO, ENACTING CIVIL PENALTIES AND CRIMINAL SANCTIONS AND PENALTIES FOR VIOLATION OF THE REGULATIONS, REPEALING ORDINANCE NO. 51 AND REPLACING IT WITH THIS ORDINANCE, PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the Town of Ransom Canyon, Texas (City Council), a Type A General Law Municipal Corporation, and the Texas Local Government Code Sec. 51.072 recognize the City to adopt an ordinance consistent with state law that is necessary for the government, interest, welfare, or good order of the municipality; and

WHEREAS, the City Council has determined that the health, safety, and welfare of its citizens and the City require the adoption of rules and procedures which will regulate certain substandard, unsecured, or dangerous buildings or structures; and

WHEREAS, the City is authorized to enact and enforce such regulations pursuant to Subchapter A of Chapter 214 of the Texas Local Government Code and Subchapter B of Chapter 54 of the Texas Local Government Code; and

WHEREAS, this Ordinance was adopted at a meeting of the City Council of the Town of Ransom Canyon, Texas; (i) at which a quorum of the members of the City Council were present, (ii) which was open to the public, as required by Chapter 551 of the Texas Government Code (the Open Meetings Act), and (iii) which was preceded with the notice required by the Texas Open Meetings Act.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the Town of Ransom Canyon, Texas, that the following regulations and provisions be adopted:

SECTION 1. Enactment of Substandard Building Regulations. That a new article 3.05 be enacted and added to the City's code or ordinances to read as follows:

Sec. 3.05.001 Purpose and Scope.

- (a) This Ordinance shall be known as the Substandard Building Ordinance.
- (b) This Ordinance covers the responsibilities of owners of property subject to this Ordinance and the City's authority to direct the securement, occupancy,

repair, removal, and demolition of such properties; establishes standards to hear and determine cases concerning alleged violations; prescribes procedures for notice to owners, hearings, appeals and other procedural requirements, and establishes civil and criminal penalties for violations of the Ordinance.

- (c) This Ordinance is hereby declared to be remedial and is intended to promote the beneficial interests and purposes hereof, which are to promote public health, safety, and welfare insofar as they are affected by the continued occupancy and maintenance of buildings, structures, and premises.
- (d) This Ordinance shall apply to all existing residential and nonresidential properties, and it is intended to enforce applicable codes and ordinances and established minimum standards for the continued use and occupancy of all properties, regardless of when they were constructed or when their occupancy began, including, without limitation: the minimum requirements and standards for light, ventilation, heating, sanitation, protection from the elements, life safety, safety from fire and other hazards, and for safe and sanitary maintenance.
- (e) All property covered by this Ordinance, both existing and new, and all parts thereof, shall be maintained in a safe and sanitary condition. All devices or safeguards that are required by this Ordinance or other applicable ordinances in a property when erected, altered, or repaired shall be maintained in good working order. The owners shall be responsible for the maintenance of properties and compliance with all other requirements of this Ordinance.
- (f) Existing properties that do not comply with the applicable provisions of this Ordinance shall only be altered, repaired, removed or demolished in a way that provides a minimum level of health and safety as required herein.

Sec. 3.05.002 Definitions. The following words, terms and phrases, when used in this Ordinance, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Abate means to eliminate a noncompliance or cure a violation as directed or permitted by the City, including by securement, removal, vacation, or demolition.

Alter or alteration means any change or modification in construction or occupancy.

Building means any structure used, or intended for, supporting or sheltering any use or occupancy and shall include: (i) any structure classified as a "building" pursuant

to Section 202 of the International Building Code, adopted by article 3.05.003 of this code, and (ii) a dwelling.

Building Codes means the technical building codes adopted pursuant to article 3.05.003 of this code. *Applicable building codes* shall mean any and all building codes that are applicable to the particular condition or component of a structure or building which is being addressed.

Building Official means the person charged with the administration and enforcement of this Ordinance, and any duly authorized representative.

Condemn means to adjudge as unfit for occupancy.

Dilapidated means the state of a building or structure that has deteriorated or is in disrepair.

Dwelling means a building designed or intended for human habitation and shall include those structures that are classified as a "dwelling" under Section 202 of the International Building Code and all structures described in, and referred to, in Section 310.1 of the International Building Code.

Occupant means any person living or sleeping in a building or having possession of a space within a building.

Owner means the holder of the title to a property, as it may appear in the real property records of Lubbock County or the records of the Lubbock Central Appraisal District. It shall also mean any person who, alone or jointly or severally with others, shall have charge, care or control of the property, including, without limitation, as executor, administrator, trustee, guardian of the estate of the owner, mortgagee, lien holder, and any other person in control of the property, or any of their duly authorized agents.

Premises means a lot, plot or parcel of land, including the buildings or structures thereon.

Property means and includes buildings, structures, and premises.

Repair means the permitted, lawful replacement of existing work with the same kind of material used in the existing work, or permitted substitute, but not additional work beyond that. The term "repair" or "repairs" shall not apply to any change of construction.

Required means required by some provision of this Ordinance or other applicable law.

Residential building means a building designed, used or intended to be used for human habitation, and includes dwellings or dwelling units.

Structure means that which is built or constructed, an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner, or any part of the aforementioned, and shall include any fence, shed, or awning.

Vacant means a property which is lacking habitual presence of human beings or at which all business operations or residential occupancy has ceased.

Sec. 3.05.003 Buildings and Structures Regulated. The following buildings or structures, regardless of their date of construction, are subject to the regulations in this Ordinance and may be referred to by the titles set for in subdivisions (1) (2) and (3) below:

- (1) **Substandard Building or Structure.** Any building or structure that is dilapidated, substandard, or unfit for human habitation or use and a hazard to public health, safety, and welfare. A building or structure is presumed to be a substandard building or structure if it does not meet the following minimum standards:
 - A. A dwelling must have an adequate water closet, lavatory, bathtub or shower, kitchen sink, hot and cold running water to plumbing fixtures in accordance with all applicable building codes.
 - B. A dwelling must have adequate heating facilities and ventilating equipment.
 - C. A dwelling must have lighting that is properly installed and that is operating in accordance with all applicable building codes.
 - D. All electrical wiring in any building or structure must be installed and operating in accordance with all applicable building codes.
 - E. A dwelling must not have dampness in any portion used, or constructed for use, as a human habitation.
 - F. Properties must be free of hazardous or unsanitary items or conditions including any accumulation of weeds, vegetation, junk, dead organic matter, debris, garbage, offal, stagnant water or conditions likely to harbor or promote the breeding or infestation of insects, snakes, vermin, or rodents.
 - G. Buildings and structures and components thereof must be maintained in accordance with all applicable building codes, including, without limitation, the following codes: The International Building Code, the International Residential Code, the ICC Electrical Code, Administrative Use of the National Electrical Code, the International Fire Code, the International Plumbing Code, the International Mechanical Code, the International Fuel Gas Code and the International Property Maintenance Code.
 - H. Dwellings must be properly connected to the City's sanitary sewer system.

- I. A building or structure with a water closet, lavatory, bathtub, shower, clothes washer, or dishwasher must be properly connected to the City's sanitary sewer system.
- J. A property must not have garbage, rubbish or other unsightly material in or around its location.
- K. A building must have a foundation which is adequate to support the building and loads imposed on the foundation in a safe manner.
- L. A building must have flooring and floor supports of sufficient size, structure, and condition to carry loads imposed in a safe manner.
- M. The walls, partitions or other vertical support members of a building or structure must be adequate to carry the imposed loads in a safe manner and support the roof of the building or structure, and must not be split, must not lean, must not list, or must not buckle.
- N. The ceilings, roofs, and ceiling and roof supports of a building or structure must be of sufficient size, structure, and condition to carry imposed loads in a safe manner and must not sag, split, or buckle.
- O. Chimneys and ventilation systems for fireplaces and stoves must be of sufficient size, structure, and condition to effectively remove smoke and other gases created from combustion in the fireplace or stove in a safe manner and must be sufficiently insulated so that they do not create a risk or hazard of fire to adjacent structures within the building in which they are installed.
- P. Chimneys and ventilation systems for fireplaces and stoves must have sufficient strength, structure, and condition to carry the structural loads imposed on them in a safe manner.
- Q. All plumbing in any building or structure shall be installed in a condition that complies with the International Plumbing Code.
- R. All mechanical systems in a building or structure shall be installed in a condition that complies with the International Mechanical Code.

- S. All buildings shall have effective waterproofing on exterior walls, roofs, foundations, or floors. The following are examples of ineffective waterproofing: deteriorated, crumbling or loose plaster on exterior walls or foundations, broken or missing exterior windows or doors, lack of paint on exterior walls, broken, rotted, split or buckled exterior wall coverings or roof coverings.
 - T. All properties shall be free of combustible waste or vegetation or from any substance which could be an accelerant to a fire or likely to cause an explosion unless the substance which could accelerate a fire or cause an explosion is properly stored in accordance with applicable law.
 - U. All buildings must have adequate exits as required by applicable building codes.
 - V. When any portion of a building is used as a living or sleeping quarters or a place where food is cooked for human consumption, such building shall comply with the building codes applicable to dwellings with respect to its plumbing, electrical, and heating systems.
 - W. A building that is damaged by fire, windstorm, hail, or any act of nature, or acts of vandalism shall be immediately secured to avoid it being an unsecured building or structure or a dangerous building or structure, and work to bring the building or structure into compliance with the regulations of this Ordinance must be commenced within 30 days unless a longer time period is permitted by the city administrator or code enforcement officer.
- (2) Unsecured Building or Structure. Any building or structure that, regardless of its structural condition, is unoccupied by its owners, lessees, or other invitees and is unsecured from unauthorized entry to the extent that it could be entered or used by vagrants or other uninvited persons as a place of harborage or could be entered or used by children.
- (3) Dangerous Building or Structure. Any building or structure that is boarded up, fenced, or otherwise secured in any manner if:
- A. the building or structure constitutes a danger to the public even though secured from entry; or
 - B. the means used to secure the building or structure are inadequate to prevent unauthorized entry or use of the building

Sec. 3.05.004 Offenses: Penalty.

- (a) Maintaining a Nuisance. A substandard building or structure, an unsecured building or structure, or a dangerous building or structure, as defined by article 3.05.003 is hereby declared a nuisance. It shall be unlawful for the owner of a building or a structure to allow it to exist in a condition in which it is a substandard building or structure, an unsecured building or structure, or a dangerous building or structure, as defined above.
- (b) Failure to Comply with City Council Order. It shall be unlawful for any person to fail to timely comply with an order of the City Council entered pursuant to the regulations in this ordinance to requiring the vacation, relocation of occupants, securing, repair, removal or demolition of a substandard building or structure, an unsecured building or structure, or a dangerous building or structure as defined by article 3.05.003.
- (c) Penalty. Any person, firm or corporation who shall fail to comply with any of the provisions of article 3.05.003 of this ordinance commits an offense and shall, upon conviction thereof, be punished by a fine in accordance with the general penalty provision found in section 1.01.009 of the general penalty for violations of code; continuing violations.

Sec. 3.05.005 City Authority to Require Remediation. The City may require the vacation, relocation of occupants, securing, repair, removal or demolition of a substandard building or structure, an unsecured building or structure, or a dangerous building or structure as defined by article 3.05.003 by the procedures specified in this ordinance.

Sec. 3.05.006 Complaint and Notice.

- (a) Complaint. The city administrator or the code enforcement officer of the City shall prepare a written complaint with respect to any building or structure that is a substandard building or structure, an unsecured building or structure, or a dangerous building or structure, as defined by article 3.05.003 of this ordinance. The complaint shall contain the following:
 - (1) Identification of the building or structure (which shall not require a legal description of the property);
 - (2) A description of the manner in which the building or structure is a substandard building or structure, an unsecured building or structure, or a dangerous building or structure, as defined by article 3.05.003 of this ordinance.

(3) The name, office address and phone number of the city administrator or code enforcement officer that can be contacted during regular office hours to discuss the complaint;

(4) Direction to the owner, lienholder or mortgagee that they must by either: (i) remedy the violations in the complaint by a date certain or (ii) present the city administrator or code enforcement officer with a detailed plan stating the manner in which each violation will be remedied and the time by which all work necessary to remedy the violations will be completed, which plan shall be presented to the city administrator or code enforcement officer by a date certain specified in the complaint;

(5) A statement that a public hearing will be held on the complaint before the City Council if the owner fails to comply with subsection (4) preceding by the deadlines stated therein or if the owner or lienholder or mortgagee desires to contest the allegations in the complaint;

(6) The date, time and place of the public hearing before the City Council; and

(7) The following statement:

"The owner, lienholder or mortgagee of this property will be required to submit at the public hearing proof of the scope of any work that may be required to comply with the City of Ransom Canyon's code of ordinances and the time it will take to reasonably perform the work."

(b) Notice of the Complaint and Hearing. The complaint shall be mailed to the owner and any lienholder or mortgagee of the building or structure. The following procedures shall govern the mailing of such notice.

(1) Determining Identity and Address of Owner, Lienholder, or Mortgagee.

- (A) the real property records of Lubbock County, Texas;
- (B) the records of the Lubbock Central Appraisal District;
- (C) the records of the Secretary of State of the State of Texas;
- (D) the assumed name records of Lubbock County, Texas;

- (E) the tax records of the Town of Ransom Canyon, Texas; and
- (F) the utility records of the Town of Ransom Canyon, Texas.

(2) Method of Mailing. The complaint and notice of hearing shall be mailed to the owner and any lienholder, or mortgagee of the building or structure by certified mail with return receipt requested, delivered by the United States Postal Service using signature confirmation service or by personal delivery to the owner, lienholder, or mortgagee of the building or structure. If a notice or complaint is mailed in accordance with this subsection to a property owner, lienholder, mortgagee, or registered agent and the United States Postal Service returns the notice as "refused" or "unclaimed," the validity of the notice is not affected, and the notice is considered delivered.

Sec. 3.05.007. Public Hearing; Procedure.

- (a) Hearing Before City Council. The public hearing on the complaint shall be conducted by the City Council.
- (b) Evidence; Burden of Proof. At the public hearing on a complaint the City Council shall consider any verbal or written evidence presented by the City Administrator or code enforcement officer and by the owner, lienholder, or mortgagee. The presentation of evidence shall be subject to any procedural rules applicable to public hearings or proceedings before the City Council. In the public hearing the owner, lienholder, or mortgagee has the burden of proof to demonstrate the scope of any work that may be required to comply with the Ordinance and the time it will take to reasonably perform the work.

Sec. 3.05.008. Action by City Council Following Public Hearing. After the public hearing if the City Council determines that the building or structure that is the subject of the hearing is a substandard building or structure, an unsecured building or structure, or a dangerous building or structure, as defined in by article 3.05.003 of this ordinance, the City Council may order that the building or structure be vacated, secured, repaired, removed, or demolished by the owner within a reasonable time and may order that any occupants of a building be relocated within a reasonable time. The order of the City Council shall be reduced to writing and shall be signed by the mayor or the mayor pro tem and the city secretary.

Sec. 3.05.009. Time Periods for Remediation. If the City Council orders the owner to remediate violations respect to a building or structure, the remediation work shall be conducted within the following time periods:

- (1) 30 Days. Except as provided in subsections (2) and (3) below the owner shall secure the building or structure or repair, remove, or demolish the building

or structure within 30 days from the date of the public hearing, unless the nature of the violation shall require a more immediate securing of the condition.

- (2) More Than 30 Days; Conditions. If the City Council finds that the work required to remedy all violations cannot be accomplished within 30 days from the date of the public hearing, the City Council may allow the owner, lienholder, or mortgagee of the building or structure more than 30 days to repair, remove, or demolish the building or structure if the following conditions are satisfied:

(A) The City Council establishes a specific time schedule for the commencement and performance of the work; and

(B) Requires the owner, lienholder or mortgagee of the building or structure to secure the property in a reasonable manner from unauthorized entry while the work is being performed in a manner approved by the City Administrator or code enforcement officer.

- (3) More Than 90 Days; Additional Conditions. The City Council may not allow the owner, lienholder or mortgagee of the building or structure more than 90 days to repair, remove, or demolish the building or structure unless the owner, lienholder or mortgagee:

(A) submits a detailed plan and time schedule for the work at the hearing; and

(B) establishes at the hearing that the work cannot reasonably be completed within 90 days because of the scope and complexity of the work; and

(C) is required by the City Council's order to regularly submit progress reports to the City Administrator or code enforcement office to demonstrate compliance with the time schedules established for commencement and performance of the work.

- (4) Bond as Additional Condition in Certain Circumstances. If the City Council allows the owner, lienholder or mortgagee of a building or structure more than 90 days to complete the required repairs, removal or demolition of a building or structure and if the owner, lienholder, or mortgagee owns property, including structures or improvements on property, within the boundaries of the City that exceeds \$100,000 in total value, the City may

require the owner, lienholder, or mortgagee to post a cash or surety bond in an amount adequate to cover the cost of repairing, removing, or demolishing a building or structure under this article. In lieu of a bond, the City may require the owner, lienholder, or mortgagee to provide a letter of credit from a financial institution or a guaranty from a third party approved by the City. The bond must be posted, or the letter of credit or third-party guaranty provided, not later than the 30th day after the date the City issues the order.

Sec. 3.05.010. Notice of City Council's Order. Notice of the City Council's order shall be given as follows:

- (1) It shall be promptly mailed to the owner and any lienholder or mortgagee of the building or structure by certified mail with return receipt requested, delivered by the United States Postal Service using signature confirmation service or by personal delivery to the owner, lienholder or mortgagee of the building or structure.
- (2) A copy of the order shall be filed with the City Secretary within 10 days after the date the order is issued.
- (3) A notice shall be published in a newspaper of general circulation in the City within 10 days after the date the order is issued. The published notice shall state the street address or legal description of the property, the date of the public hearing, a brief statement of the results of the order and instructions on where a complete copy of the order may be obtained.

Sec. 3.05.011. Remediation by the City; Civil Penalty.

- (a) Securing the Building or Structure. If the building or structure is not vacated, secured, repaired, removed, or demolished, or the occupants are not relocated within the allotted time in the City Council's order, the City may vacate, secure, remove, or demolish the building or relocate the occupants at its own expense.
- (b) Repairing the Certain Buildings. If the building is a residential building with 10 or fewer dwelling units and is not repaired within the allotted time in the City Council's order, the City may repair the building and assess the expenses on the land on which the building or structure stands or to which it is attached. The City may repair the building only to the extent necessary to bring it into compliance with the minimum standards set forth in this article. The repairs may not improve the building to the extent that the building exceeds those minimum housing standards.

(c) Civil Penalty. If the building or structure is not vacated, secured, repaired, removed, or demolished, or the occupants are not relocated within the allotted time in the City Council's order, the City may assess a civil penalty against the property owner for failure to repair, remove, or demolish the building or structure and may provide for that assessment, the mode and manner of giving notice, and the means of recovering the assessment. The civil penalty shall only be imposed if the owner does not complete the action required by the City Council's order within the time period specified in such order. Any civil penalty shall be specified in the City Council's order but shall not exceed \$500.00 (five hundred dollars) a day for each violation or, if the owner shows that the property is the owner's lawful homestead, in an amount not to exceed \$10.00 (ten dollars) a day for each violation, if the City Council finds:

- (1) that the property owner was notified of the requirements of this article 3.05 and the owner's need to comply with the requirements; and
- (2) after notification, the property owner committed an act in violation of this article 3.05 or failed to take an action necessary for compliance with this article.

Sec. 3.05.012. Lien for City's Expenses and Civil Penalty. The City may impose a lien against the land on which a building or structure stands or stood, unless it is a homestead as protected by the Texas Constitution, to secure the payment of any repair, removal, or demolition expenses incurred by the City pursuant to Section 3.05.011 or any civil penalty assessed by the City pursuant to Section 3.05.011 (c). The lien is extinguished if the property owner or another person having an interest in the legal title to the property reimburses the municipality for the expenses.

- (1) Contents of Lien Notice. The lien notice must contain the name and address of the owner if that information can be determined with a reasonable effort, a legal description of the real property on which the building or structure was located, the amount of expenses incurred by the City, and the balance due.
- (2) Lien Attachment and Priority. The lien arises and attaches to the property at the time the notice of the lien is recorded and indexed in the office of the County Clerk of Lubbock County, Texas. If notice has been given to the owner and any lienholder or mortgagee prior to the public hearings so that such persons or firms have the opportunity to relocate the tenants of the building or to repair, remove, or demolish the building or structure, the lien is a privileged lien subordinate only

to tax liens but shall be inferior to any previously recorded bona fide mortgage lien attached to the real property if the mortgage lien was filed for record in the office of the County Clerk of Lubbock County, Texas, before the date the civil penalty is assessed or the repair, removal, or demolition is begun by the municipality. The City's lien is superior to all other previously recorded judgment liens.

- (3) Interest. Any civil penalty or other assessment imposed shall accrue interest at the rate of 10 percent a year from the date of the assessment until paid in full.

Sec. 3.05.013. Additional Authority to Secure Certain Buildings or Structures.

- (a) Authority to Secure. The City may secure a substandard building or structure, an unsecured building or structure, or a dangerous building or structure, as defined by Section 3.05.011 and the building or structure is unoccupied or is occupied only by persons who do not have a right of possession to the building or structure.
- (b) Notice to Owner. Before the 11th day after the date the building or structure is secured, the City will give notice to the owner by:
- (1) personally serving the owner with written notice;
 - (2) depositing the notice in the United States mail addressed to the owner at the owner's post office address.
 - (3) publishing the notice at least twice within a 10-day period in a newspaper of general circulation in Lubbock County, Texas if personal service cannot be obtained and the owner's post office address is unknown; or
 - (4) posting the notice on or near the front door of the building or structure if personal service cannot be obtained and the owner's post office address is unknown.
- (c) Contents of Notice. The notice will contain:

- (1) an identification, which is not required to be a legal description, of the building or structure and the property on which it is located;
 - (2) a description of the violation of the City standards that are present at the building or structure;
 - (3) a statement that the City will secure or has secured, as the case may be, the building or structure; and
 - (4) an explanation of the owner's right to request a hearing before the City Council about any matter relating to the municipality's securing of the building or structure.
- (d) Hearing. The City will conduct a hearing at which the owner may testify or present witnesses or written information about any matter relating to the City's securing of the building or structure if, within 30 days after the date the City secures the building or structure, the owner files with the City Secretary a written request for the hearing. The City shall conduct the hearing within 20 days after the date the request is filed.
- (e) Assessment of Expenses as Lien. The City shall have the same authority to assess expenses under this section as it has to assess expenses under Section 3.05.012. A lien is created under this section in the same manner that a lien is created under Section 3.05.012 and is subject to the same conditions as a lien created under that section.
- (f) Authority to Secure is Cumulative. The authority granted to the City by this section is in addition to the City's authority to require remediation by the owner, lienholder or mortgagee pursuant to other provisions of article 3.05 or its authority to impose civil penalties or criminal sanctions.

Sec. 3.05.014. Property Bid Off to the City. The provisions of this article 3.05 shall be applicable to all property that has been bid off to the city under TEX TAX CODE 34.01(j) so that the city, subject to the limitations set forth in this article 3.05 and in applicable law, shall have the authority to require the vacation or relocation of occupants and the securing, repair, removal, and demolition of buildings or structures located on such property and may assess a lien for its expenses in doing so.

Sec. 3.05.015. Judicial Enforcement. In addition to the remedies which the City has pursuant to other provisions of this article 3.05, the City may bring a civil action pursuant to Subchapter B of Chapter 54 of the Texas Local Government Code with respect to violations of this article 3.05. In any such civil action the City may ask for injunctive relief, the assessment of a civil penalty, an order compelling the repair or demolition of a building or structure, the recovery of its costs in enforcing the provisions of this article 3.05 and in bringing any such civil action, and any other relief that it may be entitled to request under applicable law.

SECTION 2. Repeal of Prior Regulation. Secs. 3.05.001-3.05.014 of the City 's code of ordinances is repealed and replaced with Secs 3.05.001-3.05.015.

SECTION 3. Severability. If any clause, section, or other part of application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the remaining portions or applications remaining in full force and effect.

SECTION 4. Effective Date. The ordinance shall become effective ten (10) days after its publication in *The Slatonite*.

PASSED AND APPROVED ON _____

Jana Trew, Mayor

ATTEST:

Elena Quintanilla, City Secretary

ACTION ITEM: #14

Tyler Agreement



Web Services – Hosted Application Agreement

This Web Services – Hosted Application Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

Tyler will provide you with the hosted applications indicated in the Investment Summary of your Web Services and Hosted Application Agreement. The terms and conditions contained in this document only apply to our provision of those applications.

SECTION A – DEFINITIONS

- **"Agreement"** means this Web Services and Hosted Application Agreement.
- **"Client"** means City of Ransom Canyon.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date on which the last party signs the Agreement.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary or otherwise licensed by us to you.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – HOSTED APPLICATION SERVICES

1. **Hosted Applications.** We will provide you with any of the following hosted applications as indicated in the Investment Summary.

- 1.1. *Web Services:* Our Web Services are designed to enable you to easily establish a presence on the Internet. Our Web Hosting and Design is composed of our Web Hosting and Design Publishing Component and other miscellaneous components. These components may be used independently or in conjunction with each other.
- 1.2. *Utility Billing On-Line:* Our Utility Billing On-Line Component allows you to make available certain information from your utility billing system to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: Consumption information, service level information, requests for service, accounting information and the opportunity to pay their Utility Bill over the Internet using a credit card.

SECTION C – TERM AND TERMINATION

1. Term. Client must return an executed copy of this Agreement to Tyler within 90 days from the issue date. Thereafter, the Agreement will be voided and is subject to change. Subject to the limitations of this Section C(1), and unless otherwise provided for in this Agreement, the term of this Agreement shall commence as of the effective date and shall continue for three (3) years. The term shall thereafter be automatically extended in separate consecutive periods of twelve (12) months duration unless either party gives written notice to terminate. Notice to terminate must provide at least sixty (60) day notice of said intent. In the event that the Client fails to pay any amount payable to Tyler hereunder, when due, or fails to comply with any other provision of this Agreement, Tyler may terminate the Client's rights by written notice to that effect to the Client. Tyler may, by written notice to the Client, terminate its obligations under this Agreement in the event that Tyler, for whatever reason, ceases to host Client's Web Site. A termination of the Client's rights under this Agreement shall not terminate any of the parties' rights under this Agreement to receive or hold amounts rightfully owing to the respective party pursuant to the terms of this Agreement or to enforce the intellectual and proprietary rights in the Tyler concept, web site, Tyler Software, and technology. Upon termination or non-renewal of this agreement, the parties shall each promptly account for all due but unpaid amounts hereunder. If Client wishes to terminate before the stated term expires, Client must give sixty (60) days written notice in order not to incur termination costs of \$260.00. Please also see section entitled "TERMINATION" in this Agreement.

SECTION D – GENERAL TERMS AND CONDITIONS

1. Nature of Website. We shall maintain a website for you, allowing a user to access relevant data provided by you. This data may include information from your Tyler Software system. This website will be capable of accepting payments via Secured Socket Layer (SSL) encryption and credit card or debit card charge.
2. Data Procurement. Tyler must host the components and services listed in the Investment Summary of this Agreement. The Client will be required to setup a merchant account with Electronic Transaction System Corporation or OpenEdge for the sole use of Tyler Web Service transactions. The merchant account must be setup to fund to the Client bank account. All fees for the merchant account will be paid by Client.

Client will be required to install and run Tyler Web Services in order for the Tyler On-Line application to access and transfer the necessary data from the Client's primary software system, to Tyler's web server. The transfer will occur on a real time basis. Additionally, certain information, such as payment information, must be conveyed to Client. Tyler will assume responsibility for transferring such information back to Client on a regular basis. Tyler Web Services requires a dedicated IP address. Assignment of dedicated IP address is the sole responsibility of the Client.

3. **Limited License.** Client agrees that Tyler possesses exclusive title to and ownership of the Tyler Software.
 - a. Client agrees that Client acquires neither ownership nor any other interest in the Tyler Software, except for the right to use and possess the Tyler Software in accordance with the terms and conditions of this Agreement and subject to the terms under which the Tyler Software was originally licensed to you.
 - b. All rights not expressly granted to Client in this Agreement are retained by Tyler.
 - c. Client agrees that Tyler Software including, but not limited to, systems designs, programs in source and/or object code format, applications, techniques, ideas, and/or know-how utilized and/or developed by Tyler are and shall remain the exclusive property of Tyler. Client agrees that the Tyler Software consists of Tyler's trade secrets. Tyler shall retain all copyrights in the Tyler Software, whether published or unpublished.
 - d. Tyler agrees that all data provided to Tyler for the purposes of generating the web site shall remain the property of Client. Should Client terminate the Internet Services in good standing and in accordance with the termination provisions of this Agreement, Tyler agrees to return to Client, all graphics, text documents, and data files provided by Client and held by Tyler.
4. **Ownership of Data.** All data you provide to us for the purposes of generating the website shall remain your property. Should you terminate your subscription, we shall return to you any such data in our possession.
5. **Client Membership Fees.** For establishing new Tyler Web Services, the Client shall pay to Tyler the amounts as stated in the Investment Summary.
6. **Fees.** You agree to pay the initial fee and annual subscription fees as stated in the Investment Summary, upon availability. We may increase the per-transaction fee for online payment no more than once per year with sixty (60) days prior written notice.
7. **Not Assignable.** The rights of the Client under this Agreement are not assignable without the prior written consent of Tyler. Any attempt to sublicense, assign, encumber or transfer any of the rights, duties or obligations under this Agreement by the Client is void. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted assigns and successors.
8. **Software Maintenance.** This Agreement includes unlimited telephone support, support by communication modem, and all software upgrades, enhancements and new releases. Tyler reserves the right to change the functionality of future releases of its software and Client understands that

Tyler is not obligated to include specific functionality in future releases unless provided for herein.

9. **Partial Invalidity.** Should any provision or clause of this Agreement be held to be invalid, such invalidity shall not affect any other provision or clause hereof, which can be given effect without such invalid provision or clause.
10. **Responsibility of Data.** Tyler will assume responsibility for all data transfer but is not responsible for data accuracy.
11. **Site Requirements.**
 - a. Client shall maintain a high speed internet connection (1.5mbps download AND 512kbps upload) with a static IP address and must be able to provide Tyler with IP connection to Client's network through Citrix GotoAssist, VPN, Citrix, or Microsoft Terminal Services. Tyler shall use the connection to assist with problem diagnosis and resolution. Tyler is not responsible for purchase of VPN client software license or configuration of Client's firewall settings. No wireless Internet connections allowed.
 - b. Tyler shall provide Client with remote support through the use of secure connection over the Internet connection via Citrix GotoAssist. If Client will not allow access through GotoAssist, Tyler cannot guarantee support standards will be met.
12. **Proprietary Information.**
 - a. Distribution of Tyler Software. Client may not sell, assign, transfer, disclose, or otherwise make available, either directly or indirectly, any object code, documentation or other material relating to the Tyler Software, in whole or in part, or any copy of the same in any form, to any other person or entity.
 - b. Software as Trade Secret. Client shall maintain the confidentiality of the Tyler Software and unless specifically authorized by Tyler or except for ordinary and necessary backup purposes, Client may not make or have made any copies of the Tyler Software or any part thereof. Client shall include Tyler's proprietary notice or other legend on any copies made by Client as permitted hereunder.
13. **Warranty.** We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with our then-current Support Call Process.
14. **Disclaimer.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
15. **Limitation on Liability & Exclusion of Certain Damages.** TYLER SHALL IN NO EVENT BE LIABLE FOR DAMAGES THAT EXCEED THE AMOUNT OF THE CHARGES PAID BY CLIENT HEREUNDER FOR THE

DEVELOPMENT AND LICENSE OF THE TYLER SOFTWARE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL TYLER BE LIABLE FOR SPECIAL, INCIDENTAL, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES OR FOR LOSS OF PROFITS, REVENUES OR DATA, EVEN IF TYLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

16. Hold Harmless. Client agrees that it will hold Tyler harmless against any claims, damages, liabilities, costs and expenses, including reasonable attorneys' fees, arising out of or relating to
- a. Client's failure to implement any corrections, improvements and new releases relating to the Tyler Software, or any part thereof,
 - b. Client's unauthorized alterations to or use of the Tyler Software, or
 - c. Client's breach of any of its obligations to maintain the confidentiality of the Tyler Software or Client's unauthorized copying thereof.
17. Termination. This Agreement or any license referenced hereunder may be terminated by Tyler upon written notice to Client if Client performs any breach of the terms of this Agreement. At the date of termination of this Agreement, Client shall promptly return to Tyler any Tyler Software, related documentation, materials and other property of Tyler then in its possession, and any copies thereof wherever located. Notwithstanding the foregoing, all provisions hereof relating to confidentiality of the Tyler Software shall survive the termination of this Agreement.
18. General.
- a. This Agreement shall be governed by the laws of Client's state of domicile and constitutes the entire Agreement between the parties hereto with respect to the Tyler Software described herein, and shall supersede all previous or contemporaneous negotiations, commitments and writings with respect to the matters set forth herein.
 - b. All acceptances by Tyler of purchase orders and all sales by Tyler are expressly limited to and made on the basis of the terms and conditions set forth herein, notwithstanding receipt or acknowledgment of Client's order forms or specifications containing additional or different provisions, or conflicting oral representations by an agent, representative or employee of Tyler. Any such additional or different terms are hereby objected to. All acceptances by Tyler are expressly conditional on Client's assent to the additional or different terms and conditions set forth in this Agreement. If these terms and conditions are not acceptable, Client should notify Tyler at once.
19. Contract Documents. This Agreement includes the following exhibits:

Exhibit A Investment Summary

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

City of Ransom Canyon

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Counsel

Address for Notices:

City of Ransom Canyon
24 Lee Kitchens Drive
Ransom Canyon, TX 79366
Attention: Mary Brown



Exhibit A
Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



Sales Quotation For
City of Ransom Canyon
24 Lee Kitchens Dr
Ransom Canyon, TX 79366-2200
Phone: +1 (806) 829-2470

Quoted By: Tyler Richardson
Quote Expiration: 4/17/2019
Quote Name: City of Ransom Canyon - LGD - UBO
Quote Number: 2019-69700
Quote Description: UBO, IVR and Notify

Tyler Software and Related Services - Annual

Description	One Time Fees			
	Impl. Hours	Impl. Cost	Data Conversion	Annual Fee
Tyler Hosted Applications				
Utility Billing Online Component	0	\$0	\$0	\$240
Sub-Total		\$0	\$0	\$240
TOTAL:	0	\$0	\$0	\$240

Other Services

Description	Quantity	Unit Price	Extended Price	Maintenance
OnLine Application -Set up fee	1	\$800	\$800	\$0
TOTAL:			\$800	\$0

Summary	One Time Fees	Recurring Fees
Total Tyler Annual	\$0	\$240
Total Tyler Services	\$800	\$0
Total Third Party Hardware, Software and Services	\$0	\$0
Summary Total	\$800	\$240
Contract Total	\$1,040	

- Incode Utility Billing Online Component displays the current status (late, cut off etc), the action needed to avoid penalty, current balance, deposits on file (optional), last payment date, last payment amount, payment arrangements on file, last bill amount, last bill date, bill due date, contracts on file and status, transaction history (online payments). Payment packet is created to be imported to utility system. Address information includes legal description, precinct, school district, and services at address(subject to data availability). Includes consumption history by service (including graphs), request for service (optional), information change request (optional), security -SSL (secure socket layer). Note that the customer pays \$1.25 fee per transaction for payment on-line.

STAFF REPORTS

WATER METER AUDIT INFORMATION TOWN OF RANSOM CANYON

JANUARY 2019

LUBBOCK MASTER METER READ
MONTHLY
4,054,000
BILLING CYCLE
4,371,000

LUBBOCK BILLED USAGE
RANSOM CANYON BILLED USAGE
CITY UNBILLED USAGE
FIRE DEPARTMENT UNBILLED USAGE
LINE FLUSHING UNBILLED USAGE

POTENTIAL WATER LOSS

3,500
1,141,500

ACTUAL AND OPPORTUNITY COST OF WATER LOSS

	LBB METER MONTHLY	LBB METER BILL CYCLE	LBB BILLED USAGE	RC BILLED USAGE	TOTAL UNBILLED USAGE	WATER LOSS	ACTUAL LOSS	OPPORTUNITY LOSS
January	4,054,000	4,371,000	4,351,000	3,175,000	36,500	1,142,000	\$ 4,625.10	\$ 8,096.78
February						\$ 0	-	-
March						\$ 0	-	-
April						\$ 0	-	-
May						\$ 0	-	-
June						\$ 0	-	-
July						\$ 0	-	-
August						\$ 0	-	-
Sept						\$ 0	-	-
October						\$ 0	-	-
November						\$ 0	-	-
December						\$ 0	-	-
TOTAL	4,054,000	4,371,000	4,351,000	3,175,000	36,500	1,142,000	\$ 4,625.10	\$ 8,096.78

Opportunity Loss:

Jan 2014 - dollars based on \$5.95/1,000 gallons.
Feb 2014 - dollars based on \$6.41/1,000 gallons
Jan 2015 - dollars based on \$6.75/1,000 gallons
Jan 2016 - dollars based on \$7.09/1,000 gallons
Jan 2017 - dollars based on 7.09/1,000 gallons
Jan 2019 - dollars based on \$7.09/1,000 gallons

Actual Loss:

Jan 2014 - dollars based on \$3.49/1,000 gallons
Jan 2015 - dollars based on \$3.68/1,000 gallons
Jan 2016 - dollars based on \$3.86/1,000 gallons
Jan 2017 - dollars based on \$4.07/1,000 gallons
Jan 2018 - dollars based on \$4.07/1,000 gallons
Jan 2019 - dollars based on \$4.05/1,000 gallons