REGULAR CITY COUNCIL MEETING WILL BEGIN AT 6:30 PM

NOTICE OF REGULAR MEETING TOWN OF RANSOM CANYON CITY COUNCIL AGENDA TUESDAY, FEBRUARY 13, 2024

Jana Trew, Mayor

Dr. Corey Evans, Alderwoman Ron McWilliams, Alderman Terry Waldren, Alderman Val Meixner, Mayor Pro Tem John Hand, Alderman Elena Quintanilla, City Administrator

Notice is hereby given that the regular meeting for the governing body of the Town of Ransom Canyon is called for 6:30 p.m. on Tuesday, February 13, 2024. The meeting will be held at City Hall located at 24 Lee Kitchens Drive in Ransom Canyon, Texas. The City Council agenda and packet are posted online at https://www.ci.ransom-canyon.tx.us. If you are making a public comment the day of the meeting, you must publicly attend the meeting. The following are instructions on how to access the meeting via telephone or video conference call:

Please join my session from your computer, tablet or smartphone.

https://meet.goto.com/798179469

You can also dial in using your phone

Access code: 798-179-469

United States: +1 (872) 240-3311

Join from a video-conferencing room or system.

Meeting ID: 798-179-469

Dial in or type: 67.217.95.2 or inroomlink.goto.com Dial directly: 798179469@67.217.95.2 or

67.217.95.2##798179469

Get the app now and be ready when your first meeting starts: https://meet.goto.com/install

- 1. CALL TO ORDER/PRAYER/PLEDGES AT 6:30 P.M.
- CITIZEN COMMENTS In accordance with law, no Council discussion or action is to be taken until such matter is placed on the agenda. Citizens shall be allowed to speak on any matter other than personnel matters, matters under litigation or matters concerning the purchase, exchange, lease or value of real property

- 3. ACTION ITEM: APPROVE MINUTES OF:
 - a. Regular Meeting on January 9, 2024
- 4. ACTION ITEM: APPROVE FINANCIALS
 - a. Financial Reports
 - b. January 2024 Claims & Demands
 - c. Financial Investment Report
- 5. ACTION ITEM: CONSIDER AND ACT UPON an agreement for engineering services for the design of the City Park Phase 1 with Parkhill Engineers in the amount of \$29,500.00.
- 6. ACTION ITEM: CONSIDER AND ACT UPON an interlocal government cooperation agreement with South Plains Association of Government in the amount of \$15,000.00 to administer the City Park- Phase 1 project funded through Texas Parks and Wildlife.
- 7. ACTION ITEM: CONSIDER AND ACT UPON an amendment to the 2023-2024 Budget to add a line item to the capital budget for the sewer plant and an additional line item to capture the proceeds from the new certificate of obligation.
- ACTION ITEM: CONSIDER AND ACT UPON an Order of Election (Orden de Elección) Call for an election of three Alderman At-Large for two-year terms (tres concejales general por termino de dos años).
- 9. ACTION ITEM: CONSIDER AND ACT UPON a joint resolution, R24-021324 which calls for the election to be held jointly with all cities and schools inside Lubbock County that may need an election to be held through September 30, 2024.
- 10. ACTION ITEM: CONSIDER AND ACT UPON a contract with Lubbock County for election services.
- 11. ACTION ITEM: CONSIDER AND ACT UPON Resolution 021324-1 to adopt the use of Hart Intercivic Verity Duo Controller Version 2.5.3, Hart Duo Writer Version 2.5.3, the Hart Verity Scanner Version 2.5.2, and the Hart Verity Duo Go Equipment for the city election.
- 12. ACTION ITEM: CONSIDER AND ACT UPON a Notice of Election (Aviso de Elección) for the May 4, 2024 Election.
- 13. ACTION ITEM: CONSIDER AND ACT UPON the following appointments and items as they relate to the May 4, 2024 Election:
 - A. Roxzine Stinson, Elections Administrator as the Joint Elections Officer.
 - B. Roxzine Stinson, Elections Administrator as the Joint Early Voting Clerk.

- C. The Elections Office at 1308 Crickets Avenue as the main early voting polling place.
- D. Election Administrator's permanent count employees shall serve as the deputy early voting clerks along with other appointments made by the Elections Administrator if deemed necessary.
- E. Exhibit A as the Joint Early Voting Schedule.
- F. Exhibit B as the Joint Election Day Vote Centers.
- G. The Judge's List Attached for Each Vote Center.
- H. Ronnie Gallaher as the Early Voting Ballot Board Judge and Beth Shapiro as the Alternate Early Voting Ballot Board Judge.
- I. The Early Voting Ballot Board will handle all mail ballot procedures.
- J. Roxzine Stinson, Elections Administrator, as the Central Count Manager.
- K. Karyn Cruz as the Tabulation Supervisor.
- L. Beth Bender as the Central Count Presiding Judge.
- M. Sandy Salazar, Vanessa Huizer, and Aaron Frodsham as Bilingual Election Clerks.
- 14. ACTION ITEM: CONSIDER AND ACT UPON the following Building Review Committee Member Appointments:
 - John Russell Chair
 - Ross John Narvaeth
 - John Kelley
 - Emily Garrett
 - David Riley
 - Mike Selleck
- 15. ACTION ITEM: CONSIDER AND ACT UPON the following Volunteer Fire Department Officers:
 - Rand McPherson Fire Chief
 - Angela Hill Assistant Fire Chief
 - Michael Reyna Fire and Medical Captain
 - Mary Roberts Secretary/Treasurer
 - Rob O'Connell Medical Lieutenant
 - Ron McWilliams Firewise/Fire Lieutenant
- 16. ACTION ITEM: CONSIDER AND ACT UPON the following Capital Improvement Advisory Committee Members:
 - Dr. Denton Collins Chair
 - Ron McWilliams Ex-Officio
 - Allen Butler
 - Ralph DeWitt
 - Jennifer Edwards
 - Penny Golightly
 - Dr. Ron Kendall
 - Craig Morton

- Eraldo Resendez
- Dr. Lisa Wentz
- A. BUILDING REVIEW COMMITTEE REPORT: The Building Review Committee did not meet in the month of December.
- **B. DEPARTMENT REPORTS:**
 - a. Administration: Elena Quintanilla
 - City Administrator Schedule of Events
 - Budget Format
 - City Election May 4, 2024
 - Hospice of Lubbock Beans and Cornbread Luncheon March 20, 2024
 - b. Court: Elena Quintanilla
 - Report on Pending Municipal Court Cases
 - Report on New Municipal Court Cases
 - c. Operations: Cory Needham
 - Update on the Wastewater Treatment Plant
 - Ransom Ranch Subdivision Update
 - Water Line Implementation
 - Texas Commission on Environmental Quality Water Inspection
 - Weed and Pest Licensing
 - Backflow and Prevention Pressure and Testing License Jason Robb
 - Citizen Collection Station Gate Update
 - d. Police: James Hill
 - Citations, Warnings, and Arrests
 - Racial Profiling Report
 - Recreational Permits
 - Holiday Traffic
 - Disaster Recovery/Emergency Management Planning/Communications
 - e. Fire: Angela Hill
 - EMS Calls
 - Fire Calls
 - Rene Bates Auction for Fire Truck Tanker
 - Fire Truck Update
 - f. Library: Angie Fikes
 - Winter Games
 - Valentine's Day
 - Computer Creations

17. ADJOURN

<u>Executive Session Disclosure Statement:</u> The City Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by the Texas

Government Code, Section 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices) and 551.087 (Economic Development).

If any accommodations for a disability are required, please notify the City Administrator's office at 806-829-2470 at least two (2) working days prior to the date of the meeting. The building has handicap parking areas and is wheelchair accessible at the front entrance to the building.

All items listed on this agenda are eligible for both discussion and action unless expressly limited.

CERTIFICATION

DATED THIS THE 9th DAY OF FEBRUARY 2024

I, the undersigned authority, do hereby certify that the above Notice of Meeting of the governing body of Ransom Canyon, Texas is a true and correct copy of said notice that has been posted in the display case at the City Hall of Ransom Canyon, Texas, a place convenient and readily accessible to the general public at all times, and said notice was posted on or before February 9, 2024 by 4:00 PM and remained so posted continuously for at least 72 hours preceding the scheduled time of such meeting.

| Elena Quintanilla, City Secretary |
|--|
| I certify that the attached notice and agenda of items to be considered by the City Council was removed by me from the front doors of City Hall on day of, 2024. |
| Elena Quintanilla, City Secretary |

AGENDA ITEM #3 APPROVAL OF MINUTES Regular Meeting on January 9, 2024

Ransom Canyon City Council Meeting Minutes Regular Meeting, January 9, 2024 Ransom Canyon City Hall, 24 Lee Kitchens Drive

1. Call to Order/Pledges/Prayer

The regular city council meeting was called to order at 6:30 p.m. by Mayor Jana Trew. The City Council met in person at City Hall, 24 Lee Kitchens Drive, Ransom Canyon, Texas 79366. The following City Council members physically attended the meeting: Mayor Jana Trew, Mayor Pro Tem, Val Meixner, Councilmembers Dr. Corey Evans, Dr. Terry Waldren, Ron McWilliams. Councilmember John Hand was absent. Staff members attending the city council meeting included City Administrator, Elena Quintanilla; Chief of Police, James Hill; Director of Public Works, Cory Needham; Fire Chief, Rand McPherson; Assistant Fire Chief, Angela Hill, and Librarian, Angie Fikes. The prayer was said by Assistant Fire Chief, Angela Hill, followed by pledges of allegiance. Guests attending in person are included in the attached list. No guests attended virtually.

2. Citizen Comments

Marianna Mahan commented regarding her dissatisfaction with the Police Department and how they handle police protocols, procedures, and investigations.

3. Minutes

The minutes for the regular meeting on December 12, 2023, were approved on a motion made by Councilmember Dr. Terry Waldren, seconded by Councilmember Ron McWilliams; motion carried unanimously.

4. Financials

The financial reports and the January 2024 claims and demands were approved on a motion made by Councilmember Dr. Terry Waldren, seconded by Councilmember Ron McWilliams; motion carried unanimously.

5. Bank Signatory for the City

The City Council approved the bank signatory for a new bank construction account for the Texas Combination Tax and Revenue Certificates of Obligation, Series 2023, on a motion made by Councilmember Ron McWilliams, seconded by Councilmember Dr. Terry Waldren; motion carried unanimously.

A. Building Review Committee

The Building Review Committee did not meet in the month of December.

B. DEPARTMENT REPORTS:

- a. Administration: Elena Quintanilla reported the following:
 - She discussed her schedule of events for the week.
 - The RV rental contract letters have been mailed out and residents are currently renewing their contracts.
 - The budget journal entries were entered into the financial software and the new budget was installed for the year. A new format for the budget is in progress.
 - The W-2's and 1099 documents were filed electronically as required by the Internal Revenue Service.
 - Leslie Randolph is attending the Election Law Seminar hosted by the Texas Municipal Clerks Association.
 - The filing period for the City Council election will begin January 17, 2023 February 16, 2023.
- b. The Municipal Court: Elena Quintanilla reported the following:
 - Three cases were paid and closed, one case was dismissed due to the individual passing away, two warrants were issued for a pre-trial hearing on January 25, 2024, and fourteen pre-trial hearing letters will be issued the week of January 8-January 12, 2024.
- c. Operations: Cory Needham reported the following:
 - There was a meeting with L Howard Construction for the wastewater treatment plant, and the construction is tentatively scheduled to begin in February 2024.
 - There are three houses under construction in the Ransom Ranch addition and two additional slabs are being poured.
 - There was a water leak on South Lakeshore on New Year's Eve where a two-inch water line broke and the Operations staff repaired the water line.
 - The motor at the gate of the Citizen Collection Station will need to be replaced and the current model has been discontinued.
 - The staff is prepared for the inclement weather and the salt spreader equipment is ready for the snow and icy roads this year. In extreme weather conditions, the Operations staff will not respond unless there is an emergency. It is important to keep the staff safe.
- d. Police: Chief James Hill reported the following:
 - There were fourteen (14) warnings and eleven (11) citations issued this month.
 - The Police Department has sold eleven (11) recreational permits to date.
 - There were a lot of citations issued during the Holidays.

- Staff are moving along with the continuity of operations plan and staff discussed the plan activities in detail and are submitting their comments to the writer of the plan.
- e. Fire: Angela Hill reported the following:
 - The Volunteer Fire Department responded to twelve (12) EMS calls and one (1) fire call.
 - The Tour of Homes went well, and the Fire Department assisted with navigating the traffic that day.
 - Mr. and Mrs. Santa Claus were present at the Christmas Parade.
 - The Fire Department will wait to do their "Push In" Ceremony for the new fire truck once the new equipment is installed into the truck.
- f. Library: Angie Fikes reported the following:
 - The youth made picture frame ornaments during the holidays.
 - The new AWE computer is a great educational tool for the youth and is not connected to internet. It teaches youth music, math, art, and science. The previous computer was twelve years old.
 - The Christmas card fundraiser raised \$1560 this year.

Adjournment

| | iams, seconded by Councilmember Dr. Terry imously. |
|-----------------------------------|--|
| | APPROVED: |
| | |
| | Jana Trew, Mayor |
| ATTEST: | E 8 |
| Elena Quintanilla, City Secretary | |

CITY COUNCIL MEETING, JANUARY 9, 2024, 6:30pm

| NAME | SIGNATURE |
|---|---------------------|
| John Hodge Scottie Hildebrudt Mina Wein | Mach Buso and |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

AGENDA ITEM #4: APPROVAL OF FINANCIAL REPORTS Claims and Demands for January 2024

PAGE: 1

CITY OF RANSOM CANYON REVENUE & EXPENSE REPORT (UNAUDITED) AS OF: JANUARY 31ST, 2024

01 -GENERAL FUND FINANCIAL SUMMARY

| | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | BUDGET BALANCE | % OF BUDGET |
|------------------------------------|-------------------|-------------------|---|-------------------|----------------|
| REVENUE SUMMARY | | | | | |
| UTILITY REVENUE | 1,203,700.00 | 81,459.49 | 324,899.66 | 878,800.34 | 26.99 |
| BUILDING PERMIT REVENUE | 13,200.00 | 200.00 | 11,431.50 | 1,768.50 | 86.60 |
| FRANCHISE REVENUE | 39,100.00 | 8,649.77 | 19,725.61 | 19,374.39 | 50.45 |
| AD VALOREM TAX REVENUE | 1,150,203.00 | 0.00 | 193,243.92 | 956,959.08 | 16.80 |
| INTEREST REVENUE | 75,000.00 | 3,803.23 | 20,513.45 | 54,486.55 | 27.35 |
| LIBRARY REVENUE | 4,500.00 | 50.00 | 1,695.00 | 2,805.00 | 37.67 |
| COURT REVENUE | 1,800.00 | 521.00 | 1,318.00 | 482.00 | 73.22 |
| OTHER REVENUE | 239,500.00 | 19,400.30 | 51,972,94 | 187,527.06 | 21.70 |
| BUDGETED SURPLUS | 164,435.00 | 547.36 | 11,674.98 | 152,760.02 | 7.10 |
| TOTAL REVENUES | 2,891,438.00 | 114,631,15 | 636,475.06 | 2,254,962.94 | 22.01 |
| | | | ======================================= | ========= | |
| CITY COURT | 10,400.00 | 740.63 | 740.63 | 9,659.37 | 7,12 |
| ADMINISTRATION | 534,898.00 | 27,189.39 | 163,330,70 | 371,567.30 | 30.53 |
| OPERATIONS | 430,785.00 | 28,092.68 | 105,282.89 | 325,502.11 | 24.44 |
| FIRE DEPARTMENT | 117,572.00 | 24,964.89 | 77,776.79 | 39,795,21 | 66,15 |
| LIBRARY | 37,578.00 | 5,989.25 | 14,268,43 | 23,309.57 | 37.97 |
| POLICE DEPARTMENT | 449,917.00 | 28,518.61 | 152,052.76 | 297,864.24 | 33.80 |
| SEWER DEPARTMENT | 202,090.00 | 13,721.38 | 57,917.49 | 144,172.51 | 28.66 |
| ROADS AND GROUNDS DEPT | 107,637.00 | 9,739.23 | 31,080.32 | 76,556.68 | 28.88 |
| WATER DEPARTMENT | 479,556.00 | 27,212.46 | 123,774.80 | 355,781.20 | 25.81 |
| PAYROLL DEPARTMENT | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| EMERGENCY OPS CENTER | 27,875.00 | 126.79 | 386.52 | 27,488.48 | 1.39 |
| CAPITAL EXPENDITURES | 265,000.00 | 58,223.48 | 158,766.33 | 106,233.67 | 59.91 |
| BONDS | 228,130.00 | 600.00 | 83,552.01 | 144,577.99 | 36.62 |
| TOTAL EXPENDITURES | 2,891,438.00 | 225,118.79 | 968,929.67 | 1,922,508.33 | 33.51 |
| REVENUES OVER/(UNDER) EXPENDITURES | 0.00 | (110,487.64) | (332,454.61) | 332,454.61 | 0,00 |

01 -GENERAL FUND REVENUES

CURRENT CURRENT YEAR TO DATE BUDGET % OF ACTUAL BUDGET BALANCE BUDGET PERIOD UTILITY REVENUE 181,812.57 618,187.43 22:73 800,000.00 45.747.15 401 WATER REVENUE 402 SEWER REVENUE 245,000.00 22,145.00 88,469.46 156,530.54 36.11 97,807.13 13,050.00 52,192.87 34.80 150,000.00 403 GARBAGE REVENUE 1,974.76 2,725.24 42.02 404 PENALTY REVENUE 4,700.00 467.34 0..00 0.00 0.00 0.00 405 MOSQUITO SPRAY GROUND 0.00 3,500.00 3,500.00 0.00 0.00 0.00 406 MOSOUITO SPRAY AIR 0.00 0.00 0..00 0.00 407 GAS LIGHTS REVENUE 0.00 408 TURN ON REVENUE 500.00 50.00 450.00 50.00 90.00 0.00 409 RV REVENUE MONTHLY PAYEES 0.00 0.00 0.00 0.00 1,203,700.00 81,459.49 324,899,66 878,800,34 26.99 TOTAL UTILITY REVENUE BUILDING PERMIT REVENUE 10,000.00 200.00 5,931.50 4,068.50 59.32 410 BUILDING PERMIT REVENUE 411 TAP CONNECTION REVENUE 3,200.00 0.00 5,500,00 (2,300.00) 171.88 TOTAL BUILDING PERMIT REVENUE 13,200.00 200.00 11,431.50 1.768.50 86.60 FRANCHISE REVENUE 3,066.05 4,562,50 6,437,50 41 48 420 ATMOS FRANCHISE REVENUE 11,000.00 421 SPEC FRANCHISE REVENUE 18,000.00 3,711,21 11,110.54 6,889.46 61.73 422 SOUTH PLAINS TEL FRANCHISE REV 2,000.00 272.51 553.13 1,446.87 27.66 100.00 0.00 8.40 91.60 8.40 423 SBC FRANCHISE REVENUE 424 MISC FRANCHISE REVENUE 500.00 0.00 291.04 208.96 58.21 4,300.00 1,600.00 42.67 425 INTERNET REVENUE 7,500.00 3,200.00 TOTAL FRANCHISE REVENUE 39,100.00 8.649.77 19,725.61 19,374,39 50.45 AD VALOREM TAX REVENUE 0.00 2,831,56 5, 61 168.44 443 DELINQUENT TAX REVENUE 3,000.00 0.00 192,910.17 952,192.83 16.85 444 CURRENT TAX REVENUE 1,145,103.00 2,000.00 1,957.06 2.15 445 TAX P&I REVENUE 0.00 42.94 446 TAX CERTIFICATE REVENUE 100.00 0.00 122.37 (22.37) 122.37 0.00 447 MISC TAX REVENUE 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 448 TAX COLLECTION REVENUE 0.00 193,243.92 956,959.08 16,80 TOTAL AD VALOREM TAX REVENUE 1,150,203.00 INTEREST REVENUE 75,000.00 3,803,23 20.513.45 54,486.55 27.35 455 INTEREST INCOME 0.00 0.00 0.00 0.00 0.00 456 I&S INTEREST EARNED 0.00 0.00 0.00 0.00 457 CONSTRUCTION INTEREST 0.00 27.35 TOTAL INTEREST REVENUE 75,000.00 3,803.23 20,513.45 54,486.55 LIBRARY REVENUE 1,695.00 2,805.00 37 67 4,500,00 50.00 465 LIBRARY REVENUE 0.00 0.00 0.00 0.00 0--00 466 CH FOUNDATION GRANT TOTAL LIBRARY REVENUE 4,500.00 50.00 1,695.00 2,805.00 37.67

01 -GENERAL FUND REVENUES

| | | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | BUDGET BALANCE | % OF BUDGET |
|------|-------------------------------|-------------------|-------------------|------------------------|-------------------|----------------|
| | | | | 100 | | |
| COUR | T REVENUE | | | | | |
| 476 | SEIZURE INCOME | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 477 | COURT FEES | 600.00 | 127.00 | 572.00 | 28.00 | 95.33 |
| 478 | COURT FINES | 1,200.00 | 394.00 | 746.00 | 454.00 | 62.17 |
| 479 | COURT TRUST | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| T | OTAL COURT REVENUE | 1,800.00 | 521.00 | 1,318.00 | 482.00 | 73.22 |
| OTHE | R REVENUE | | | | | |
| 480 | BUFFALO LAKE REVENUE | 180,000.00 | 12,780.30 | 29,116.67 | 150,883.33 | 16.18 |
| 481 | POA REVENUE | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 482 | TEXAS WATER DEVELOPMENT BOARD | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 483 | CITY SALES TAX REVENUE | 26,000.00 | 0,00 | 7,153.04 | 18,846.96 | 27.51 |
| 484 | COPS FAST GRANT | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 485 | SCHOLARSHIP DONATION REVENUE | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 486 | LEOSE TRAINING REVENUE | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 487 | BOAT PERMIT REVENUE | 1,500.00 | 1,540.00 | 1,590.00 | (90.00) | 106.00 |
| 488 | RV STORAGE REVENUE ANNUAL PAY | 12,000.00 | 5,040.00 | 5,145.00 | 6,855.00 | 42.88 |
| 489 | MISC REVENUE | 20,000.00 | 40.00 | 8,968.23 | 11,031.77 | 44.84 |
| Ŧ | OTAL OTHER REVENUE | 239,500.00 | 19,400.30 | 51,972.94 | 187,527.06 | 21.70 |
| BUDG | ETED SURPLUS | | | | | |
| 490 | OPERATING GEN FUND TRANSF | 72,792.00 | 0.00 | 0,00 | 72,792.00 | 0.00 |
| 491 | NOTE PROCEEDS - CITIZENS BANK | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 492 | INSURANCE RECOVERIES | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 493 | LUBBOCK COUNTY FIRE GRANT | 55,643.00 | 0.00 | 9,100.00 | 46,543.00 | 16.35 |
| 494 | COVID GRANT FUNDS | 30,000.00 | 0.00 | 0.00 | 30,000.00 | 0.00 |
| 495 | CC PROCESSING FEES | 6,000.00 | 547.36 | 2,574.98 | 3,425.02 | 42.92 |
| 496 | JAG GRANT | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 497 | BULLET PROOF VESTS GRANT | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 498 | SECO GRANT | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Т | COTAL BUDGETED SURPLUS | 164,435.00 | 547.36 | 11,674.98 | 152,760.02 | 7.10 |
| TOTA | AL REVENUES | 2,891,438.00 | 114,631.15 | 636,475,06 | 2,254,962.94 | 22.01 |

PAGE: 4

CITY OF RANSOM CANYON
REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2024

01 -GENERAL FUND CITY COURT EXPENDITURES

| | | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | BUDGET BALANCE | % OF BUDGET |
|----------|-------------------------|-------------------|-------------------|------------------------|-------------------|----------------|
| - | | | | | | |
| 504-4020 | JUDGE CONTRACT | 5,000.00 | 740.63 | 740.63 | 4,259,37 | 14.81 |
| 504-4030 | COURT OPERATING EXPENSE | 2,400.00 | 0.00 | 0.00 | 2,400.00 | 0.00 |
| 504-4040 | COURT EDUCATION EXPENSE | 3,000.00 | 0.00 | 0.00 | 3,000.00 | 0.00 |
| TOTAL CI | TY COURT | 10,400.00 | 740.63 | 740.63 | 9,659.37 | 7.12 |

01 -GENERAL FUND ADMINISTRATION EXPENDITURES

| | | CURRENT BUDGET | CURRENT | YEAR TO DATE ACTUAL | BUDGET | % OF BUDGET |
|----------|-------------------------------|-------------------|-----------|------------------------|------------|----------------|
| 505-5000 | PAYROLL | 306,271,00 | 22,697.83 | 100,687.90 | 205,583.10 | 32.88 |
| 505-5005 | PAYROLL SERVICE | 0,00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 505-5006 | FUEL ALLOWANCE | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 505-5010 | AUDIT EXPENSE | 20,000.00 | 0.00 | 15,750.00 | 4.250.00 | |
| 505-5020 | COMPUTER EXP | 47,500.00 | 1,997.68 | 8,954.52 | 38,545,48 | 18.85 |
| 505-5030 | ELECTION EXP | 4,000.00 | 0.00 | 0.00 | 4,000.00 | 0.00 |
| 505-5040 | XEROX EXPENSE | 6,500.00 | 0.00 | 1,957.46 | 80000 000 | |
| 505-5050 | PITNEY BOWES EXPENSE | 2,750.00 | 0.00 | 309.57 | | |
| 505-5070 | GENERAL LIABILITY INSURANCE | 1,014.00 | 0.00 | 1,238.84 (| 120 | 122,17 |
| 505-5071 | WORKERS COMP INSURANCE | 516.00 | 0.00 | 467.35 | 48.65 | 90.57 |
| 505-5075 | E&O/REAL & PERSONAL, CRIME IN | 7,257.00 | 0.00 | 7,111,04 | 145.96 | 97.99 |
| 505-5080 | LEGAL EXPENSE | 25,000.00 | 69.00 | 396.35 | 24,603.65 | 1.59 |
| 505-5081 | LEGAL EXPENSE CODIFY CITY ORD | 7,000.00 | 23.50 | 1,403.15 | 5,596.85 | 20.05 |
| 505-5090 | LCAD EXPENSE | 18,500.00 | 0.00 | 5,076.25 | 13,423.75 | 27.44 |
| 505-5100 | MEETINGS-EDUCATION EXPENSE | 13,000.00 | 412.68 | 4,784.18 | 8,215.82 | 36.80 |
| 505-5101 | TML CONFERENCE CITY COUNCIL | 11,000.00 | 0.00 | 574.10 | 10,425.90 | 5.22 |
| 505-5105 | ASSOCIATION DUES EXPENSE | 1,700.00 | 0.00 | 455.00 | 1,245.00 | 26.76 |
| 505-5110 | ADMIN OFFICE SUPPLIES | 8,500.00 | 10.46 | 3,026.88 | 5,473.12 | 35,61 |
| 505-5120 | POSTAGE EXPENSE | 7,500.00 | 208.99 | 1,459.96 | 6,040.04 | 19,47 |
| 505-5130 | PUBLIC RELATIONS EXPENSE | 7,000.00 | 0.00 | 660,86 | 6,339.14 | 9.44 |
| 505-5140 | OFFICE UTILITY EXPENSE | 12,390.00 | 1,009,93 | 2,534.53 | 9,855.47 | 20.46 |
| 505-5150 | OFFICE TELEPHONE EXPENSE | 11,000.00 | 729.32 | 1,918.17 | 9,081.83 | 17.44 |
| 505-5155 | SECURITY SYSTEM | 5,000.00 | 30,00 | 90.00 | 4,910.00 | 1.80 |
| 505-5160 | SCHOLARSHIP GRANT | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 505-5170 | MILEAGE REIMBURSEMENT | 2,000.00 | 0.00 | 781.56 | 1,218,44 | 39.08 |
| 505-5175 | CREDIT CARD FEE EXPENSE | 9,500.00 | 0.00 | 3,693.03 | 5,806.97 | 38.87 |
| 505-5180 | OTHER USES OF FUNDS | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 505-5300 | CAPITAL OUTLAY | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| - Hoose | | 534,898.00 | 27,189.39 | | | |

01 -GENERAL FUND OPERATIONS EXPENDITURES

| | | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | BUDGET | % OF BUDGET |
|----------|-------------------------------|-------------------|-------------------|------------------------|---------------|----------------|
| 506-6000 | PAYROLL | 137,143.00 | 10,558.92 | 41,848.38 | 95,294.62 | 30,51 |
| 506-6010 | DUES AND FEES EXPENSE | 1,400.00 | 30.00 | 404.00 | 996.00 | 28.86 |
| 506-6015 | OPERATIONS SCHOOL EXPENSE | 12,500.00 | 87.00 | 1,084.16 | 11,415.84 | 8.67 |
| 506-6016 | OPERATIONS CELL PHONE | 6,000.00 | 777.90 | 1,229.40 | 4,770.60 | 20.49 |
| 506-6020 | ENGINEERING EXPENSE | 25,000.00 | 3,839.70 | 6,214.88 | 18,785.12 | 24.86 |
| 506-6030 | BUILDING INSPECTION EXPENSE | 6,000.00 | 225.00 | 3,000.00 | 3,000.00 | 50.00 |
| 506-6040 | GARBAGE CONTRACT EXPENSE | 120,000.00 | 8,943.60 | 23,240.68 | 96,759.32 | 19.37 |
| 506-6050 | GAS AND OIL EXPENSE | 18,000.00 | 1,159.41 | 3,155.04 | 14,844.96 | 17.53 |
| 506-6055 | MILEAGE REIMBURSEMENT | 3,120.00 | 320.93 | 1,222.22 | 1,897.78 | 39.17 |
| 506-6060 | SHOP MATERIALS EXPENSE | 2,000.00 | 229.64 | 733.10 | 1,266.90 | 36.66 |
| 506-6080 | BUILDING REPAIR EXPENSE | 12,000.00 | 1,637.21 | 4,278.97 | 7,721.03 | 35.66 |
| 506-6100 | EQUIPMENT REPAIR EXPENSE | 9,600.00 | 83.00 | (200.24) | 9,800.24 | 2.09 |
| 506-6105 | VEHICLE EXPENSE | 25,000.00 | 0.00 | 0.00 | 25,000.00 | 0.00 |
| 506-6110 | SMALL TOOLS EXPENSE | 500.00 | 0.00 | (39,94) | 539.94 | 7.99 |
| 506-6120 | UNIFORMS EXPENSE | 6,800.00 | 0.00 | (644.12) | 7,444.12 | 9.47 |
| 506-6150 | JOHN DEERE EXPENSE | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 506-6160 | EQUIPMENT PURCHASE EXPENSE | 8,000.00 | 200.37 | 200.37 | 7,799.63 | 2.50 |
| 506-6170 | MOSQUITO SPRAY GROUND | 7,500.00 | 0.00 | 0.00 | 7,500.00 | 0.00 |
| 506-6171 | MOSQUITO SPRAY AIR | 13,000.00 | 0.00 | 2,880.00 | 10,120.00 | 22.15 |
| 506-6175 | DUMP TRUCK REPAIR | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 506-6200 | WORKERS COMP INSURANCE | 4,712.00 | 0.00 | 4,663.85 | 48.15 | 98.98 |
| 506-6210 | AUTO & APD INSURANCE | 3,472.00 | 0.00 | 3,402.56 | 69.44 | 98.00 |
| 506-6220 | GENERAL /E&O LIABILITY INS | 2,615.00 | 0.00 | 2,315.53 | 299.47 | 88.55 |
| 506-6230 | REAL/PERSONAL/MOBILE PROP INS | 6,423,00 | 0.00 | 6,294.05 | 128.95 | 97.99 |
| 506-6300 | CAPITAL OUTLAY | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | | NO. AD DEPTHE | 200.0 |
| TOTAL OP | ERATIONS | 430,785.00 | 28,092.68 | 105,282.89 | 325,502.11 | 24.44 |
| | | | | | | |

01 -GENERAL FUND FIRE DEPARTMENT EXPENDITURES

| | | CURRENT | CURRENT | YEAR TO DATE | BUDGET | % OF |
|----------|-------------------------------|------------|-----------|--------------|------------|--------|
| | | BUDGET | PERIOD | ACTUAL | BALANCE | BUDGET |
| 507-7020 | COMPUTER EXPENSE | 1,500.00 | 0.00 | 1,584.47 (| 84,47) | 105.63 |
| 507-7030 | DUES EXPENSE | 500.00 | 0.00 | 47.00 | 453.00 | 9.40 |
| 507-7040 | EDUCATION EXPENSE | 6,000.00 | 66.99 | 66,99 | 5,933.01 | 1.12 |
| 507-7045 | LUBBOCK COUNTY GRANT | 55,643.00 | 21,908,90 | 33,008.90 | 22,634.10 | 59.32 |
| 507-7050 | EQUIPMENT EXPENSE | 4,000.00 | 1,209.00 | 1,410.36 | 2,589.64 | 35.26 |
| 507-7055 | SUPPLIES | 500.00 | 0.00 | 0.00 | 500.00 | 0.00 |
| 507-7060 | AUTO & APD INSURANCE EXPENSE | 3,472.00 | 0.00 | 8,872.43 (| 5,400.43) | 255.54 |
| 507-7061 | REAL & PERSONAL PROP INSURANC | 5,582.00 | 0.00 | 7.66 | 5,574.34 | 0.14 |
| 507-7065 | TANKER TRUCK PAYMENT | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 507-7070 | WORKERS COMP INSURANCE | 375.00 | 0.00 | 326.38 | 48.62 | 87.03 |
| 507-7080 | MEDICAL EQUIPMENT EXPENSE | 4,000.00 | 0.00 | 218.81 | 3,781.19 | 5 - 47 |
| 507-7090 | PERSONAL EQUIPMENT EXPENSE | 2,500,00 | 0.00 | 0.00 | 2,500.00 | 0.00 |
| 507-7100 | RADIO REPAIR EXPENSE | 3,000.00 | 690.85 | 1,907.05 | 1,092.95 | 63.57 |
| 507-7140 | BUILDING UTILITIES EXPENSE | 7,000.00 | 652.37 | 1,902.51 | 5,097.49 | 27.18 |
| 507-7145 | FIRE STATION BUILDING REPAIR | 3,000.00 | 320.00 | 335.99 | 2,664.01 | 11.20 |
| 507-7150 | TELEPHONE EXPENSE | 2,000.00 | 116.78 | 350.32 | 1,649.68 | 17.52 |
| 507-7160 | VEHICLE REPAIR EXPENSE | 18,500.00 | 0.00 | 12,121.95 | 6,378.05 | 65.52 |
| 507-7170 | BUNKER GEAR CAPITAL EXP | 0.00 | 0.00 | 15,615.97 (| 15,615.97) | 0.00 |
| 507-7190 | INTEREST EXPENSE ASB | 0.00 | 0.00 | 0.00 | 0.00 | 0.0 |
| TOTAL FI | RE DEPARTMENT | 117,572.00 | 24,964.89 | 77,776.79 | 39,795.21 | 66.1 |

01 -GENERAL FUND LIBRARY EXPENDITURES

| | | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | BUDGET BALANCE | % OF BUDGET |
|----------|--------------------------|-------------------|-------------------|------------------------|-------------------|----------------|
| 508-8020 | PAYROLL | 24.098.00 | 2,008.16 | 8,032.64 | 16,065.36 | 33.33 |
| 508-8030 | LIBRARY PROGRAMS EXPENSE | 9,000.00 | 3,624.00 | 5,160.01 | 3,839,99 | 57.33 |
| 508-8035 | CH FOUNDATION GRANT | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 508-8140 | UTILITIES EXPENSE | 3,000.00 | 237.61 | 686.47 | 2,313.53 | 22.88 |
| 508-8145 | Building Repair | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 508-8150 | TELEPHONE EXPENSE | 1,400.00 | 119.48 | 358.42 | 1.041.58 | 25.60 |
| 508-8160 | WORKERS COMP INSURANCE | 80.00 | 0.00 | 30,89 | 49.11 | 38.61 |
| TOTAL LI | BRARY | 37,578.00 | 5,989.25 | 14,268.43 | 23,309.57 | 37.97 |

01 -GENERAL FUND POLICE DEPARTMENT EXPENDITURES

| EXPENDITOR | | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | BUDGET BALANCE | % OF BUDGET |
|------------|-------------------------------|-------------------|-------------------|------------------------|-------------------|----------------|
| 509-9000 | PAYROLL | 347,301.00 | 25,750.01 | 113,447.42 | 233,853,58 | 32.67 |
| 509-9010 | AMMO EXPENSE | 3,200.00 | 0.00 | 0.00 | 3,200.00 | 0.00 |
| 509-9015 | ANIMAL CONTROL | 150.00 | 0.00 | 0.00 | 150.00 | 0.00 |
| 509-9020 | DUES EXPENSE | 400.00 | 0.00 | 0.00 | 400.00 | 0.00 |
| 509-9030 | EDUCATION EXPENSE | 4,000.00 | 35.00 | 35.00 | 3,965.00 | 0.88 |
| 509-9040 | EMT EDUCATION EXPENSE | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 509-9041 | EMERGENCY MGT TRAINING | 1,500.00 | 0.00 | 0.00 | 1,500.00 | 0.00 |
| 509-9050 | GAS -OIL EXPENSE | 15,000.00 | 1,545.18 | 3,571.81 | 11,428.19 | 23.81 |
| 509-9055 | MILEAGE REIMBURSEMENT | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 509-9060 | AUTO & APD INSURANCE EXPENSE | 3,472.00 | 0.00 | 3,402,56 | 69.44 | 98.00 |
| 509-9065 | LAW ENFORCEMENT LIABILITY INS | 3,156.00 | 0,00 | 3,092.88 | 63.12 | 98.00 |
| 509-9066 | E&O/REAL & PERSONAL PROP INS | 6,681.00 | 0.00 | 6,546.57 | 134.43 | 97.99 |
| 509-9067 | WORKERS COMP INSURANCE | 6,801.00 | 0.00 | 6,752.93 | 48.07 | 99.29 |
| 509-9070 | CELL PHONE EXPENSE | 3,750.00 | 559.26 | 959.32 | 2,790.68 | 25.58 |
| 509-9090 | OFFICE SUPPLY EXPENSE | 500.00 | 0.00 | 0.00 | 500.00 | 0.00 |
| 509-9110 | SMALL EQUIPMENT EXPENSE | 3,000.00 | 0.00 | 0.00 | 3,000.00 | 0.00 |
| 509-9130 | RADIO REPAIR EXPENSE | 3,500.00 | 0.00 | 84.64 | 3,415.36 | 2.42 |
| 509-9150 | TELEPHONE EXPENSE | 1,500.00 | 111.08 | 333.20 | 1,166.80 | 22,21 |
| 509-9160 | VEHICLE REPAIR EXPENSE | 25,000.00 | 0.00 | 165,06 | 24,834.94 | 0.66 |
| 509-9170 | CAMERA EXPENSE | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 509-9175 | SURVEILLANCE VIDEO CAMERAS | 6,506.00 | 0.00 | 5,711.99 | 794.01 | 87.80 |
| 509-9180 | COMPUTER EXPENSE | 7,500.00 | 18.08 | 6,453.99 | 1,046.01 | 86.05 |
| 509-9200 | UNIFORM EXPENSE | 2,500.00 | 0.00 | 0.00 | 2,500.00 | 0.00 |
| 509-9210 | BOAT MAINTENANCE EXPENSE | 1,000.00 | 0.00 | (7.44) | 1,007.44 | 0.74 |
| 509-9215 | 05 POLICE VEH PAYMENT | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 509-9220 | LAKE REPAIR & MAINT EXPENSE | 1,000.00 | 0.00 | 453.89 | 546.11 | 45.39 |
| 509-9221 | COMMUNITY EVENTS EXPENSE | 2,500.00 | 500.00 | 1,048.94 | 1,451.06 | 41.96 |
| 509-9230 | INTEREST EXPENSE - FMCC | 0.00 | 0.00 | 0+00 | 0.00 | 0.00 |
| 509-9240 | BULLET PROOF VEST MATCH | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 509-9300 | CAPITAL OUTLAY | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL PO | LICE DEPARTMENT | 449,917.00 | 28,518.61 | 152,052.76 | 297,864.24 | 33.80 |

CITY OF RANSOM CANYON
REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2024

01 -GENERAL FUND SEWER DEPARTMENT EXPENDITURES

| | | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | BUDGET BALANCE | % OF BUDGET |
|----------|---------------------------|-------------------|-------------------|------------------------|-------------------|----------------|
| | | | | | | |
| 510-1000 | CHEMICAL EXPENSE | 15,000.00 | 120.00 | 998.97 | 14,001,03 | 6.66 |
| 510-1001 | PAYROLL | 113,627.00 | 8,213.88 | 38,084.03 | 75,542.97 | 33.52 |
| 510-1005 | PERMIT INSPECTION EXPENSE | 2,500.00 | 0.00 | 1,250.00 | 1,250.00 | 50,00 |
| 510-1010 | LAB EXPENSE | 6,000.00 | 502.00 | 1,952.15 | 4,047.85 | 32.54 |
| 510-1014 | UTILITY EXPENSE | 45,000.00 | 2,859.81 | 8,607.40 | 36,392.60 | 19.13 |
| 510-1016 | SEWER SLUDGE HAULING | 2,000.00 | 94.45 | 155.98 | 1,844.02 | 7.80 |
| 510-1020 | REPAIR EXPENSE | 16,000.00 | 1,931.24 | 4,953.28 | 11,046.72 | 30.96 |
| 510-1025 | SEWER PLANT WATER EXPENSE | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 510-1100 | WORKERS COMP INSURANCE | 1,963.00 | 0.00 | 1,915.68 | 47.32 | 97.59 |
| | | | | | | |
| TOTAL SE | WER DEPARTMENT | 202,090.00 | 13,721.38 | 57,917.49 | 144,172.51 | 28.66 |

PAGE: 10

01 -GENERAL FUND ROADS AND GROUNDS DEPT EXPENDITURES

| | 22 | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | BUDGET BALANCE | % OF BUDGET |
|------------------------------|------------------------------|-------------------|-------------------|---------------------|-------------------|----------------|
| | | | | | | |
| 511-1000 | PAYROLL | 77,337,00 | 6,097.77 | 24,498.58 | 52,838.42 | 31.68 |
| 511-1100 | STREET SWEEPING EXPENSE | 7,000.00 | 3,060.84 | 3,060.84 | 3,939.16 | 43.73 |
| 511-1101 | CONTRACT ROAD REPAIR EXPENSE | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 511-1110 | EQUIPMENT REPAIR | 2,000.00 | 0.00 | 94.55 | 1,905.45 | 4.73 |
| 511-1115 | GROUNDS MAINTENANCE EXPENSE | 7,000.00 | 580.62 | 2,211.62 | 4,788.38 | 31.59 |
| 511-1120 | MATERIALS & SUPPLIES EXPENSE | 3,000.00 | 0.00 | (46,45) | 3,046.45 | 1.55- |
| 511-1124 | STREET SIGNS EXPENSE | 1,300.00 | 0.00 | (155,00) | 1,455.00 | 11.92- |
| 511-1130 | TREE TRIMMING EXPENSE | 2,000.00 | 0.00 | 200.00 | 1,800.00 | 10.00 |
| 511-1140 | PARK EXPENSES | 8,000.00 | 0.00 | 1,216.18 | 6,783.82 | 15.20 |
| 511-1300 | CAPITAL OUTLAY | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | | | |
| TOTAL ROADS AND GROUNDS DEPT | | 107,637.00 | 9,739.23 | 31,080.32 | 76,556.68 | 28.88 |

CITY OF RANSOM CANYON
REVENUE & EXPENSE REPORT (UNAUDITED)

PAGE: 12

AS OF: JANUARY 31ST, 2024

01 -GENERAL FUND WATER DEPARTMENT EXPENDITURES

| | | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | BUDGET BALANCE | % OF BUDGET |
|------------------------|--------------------------|-------------------|-------------------|------------------------|-------------------|----------------|
| 2 | Herr W | | 30 == | | | |
| 512-1000 | PAYROLL | 84,156.00 | 6,465,38 | 28,335.58 | 55,820,42 | 33.67 |
| 512-1200 | WATER SYSTEM PERMIT FEES | 1,600.00 | 0.00 | 1,346.26 | 253,74 | 84.14 |
| 512-1205 | LAB EXPENSE | 3,000.00 | 332.00 | 747.70 | 2,252.30 | 24.92 |
| 512-1210 | LP&L PURCHASE | 370,000.00 | 18,561,07 | 86,514.23 | 283,485.77 | 23.38 |
| 512-1214 | UTILITIES EXPENSE | 9,000.00 | 650.00 | 1,833.00 | 7,167.00 | 20.37 |
| 512-1215 | WATER METER EXPENSE | 3,000.00 | 0.00 | 2,315.15 | 684.85 | 77.17 |
| 512-1220 | REPAIR EXPENSE | 8,000.00 | 1,204.01 | 2,682.88 | 5,317.12 | 33.54 |
| 512-6155 | PICKUP LEASE EXPENSE | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 512-6160 | TAIL GATE LIFT | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 512-6165 | TANK INSPECTION | 800.00 | 0.00 | 0+00 | 800.00 | 0.00 |
| | 444 | | | | | |
| TOTAL WATER DEPARTMENT | | 479,556.00 | 27,212.46 | 123,774.80 | 355,781.20 | 25.81 |

12

PAGE: 13

CITY OF RANSOM CANYON REVENUE & EXPENSE REPORT (UNAUDITED) AS OF: JANUARY 31ST, 2024

01 -GENERAL FUND PAYROLL DEPARTMENT EXPENDITURES

| | | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | BUDGET BALANCE | % OF BUDGET |
|----------|-----------------------------|-------------------|-------------------|------------------------|-------------------|----------------|
| | | | | | | |
| 513-1301 | ADMINISTRATION EXPENSE | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 513-1302 | OPERATIONS EXPENSE | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 513-1303 | POLICE EXPENSE | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 513-1304 | MEDICAL INSURANCE EXPENSE | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 513-1306 | LONGEVITY EXPENSE | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 513-1310 | PAYROLL SERVICE EXPENSE | 0,00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 513-1311 | PAYROLL TAX EXPENSE | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 513-1325 | TMRS EXPENSE | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 513-1350 | WORKERS COMP EXPENSE | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 513-1355 | POLICE WORKERS COMP EXPENSE | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 513-1360 | CITY SEC FUEL REIMBURSEMENT | 0.00 | 0.00 | 0+00 | 0.00 | 0.00 |
| | | | | | | |
| TOTAL PA | YROLL DEPARTMENT | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

2-09-2024 10:59 AM

CITY OF RANSOM CANYON REVENUE & EXPENSE REPORT (UNAUDITED) AS OF: JANUARY 31ST, 2024

PAGE: 14

01 -GENERAL FUND EMERGENCY OPS CENTER EXPENDITURES

| | | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | BUDGET BALANCE | % OF BUDGET |
|----------|-----------------------------|-------------------|-------------------|------------------------|-------------------|----------------|
| 514-1405 | EMERGENCY OPERATIONS CENTER | 23,000.00 | 126.79 | 386.52 | 22,613.48 | 1.68 |
| 514-1410 | EOC SIREN | 4,875.00 | 0.00 | 0.00 | 4,875.00 | 0.00 |
| TOTAL EM | ERGENCY OPS CENTER | 27,875.00 | 126.79 | 386.52 | 27,488.48 | 1.39 |

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JANUARY 31ST, 2024

01 -GENERAL FUND
CAPITAL EXPENDITURES
EXPENDITURES

| EXPENDITUR | | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | BUDGET | % OF BUDGET |
|------------|--------------------------------|-------------------|-------------------|------------------------|------------|----------------|
| 520-4900 | BUDGETED SURPLUS TRANSFER | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 520-4910 | CONSTRUCTION SAVINGS | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 520-4920 | OPERATING RESERVE | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 520-5000 | POLICE DEPT VEHICLE | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 520-5005 | DAM REPAIR | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 520-5007 | E LAKE SHORE DR SAVINGS PLAN | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 520-5008 | DEBT PMT SEWER LINE REPAIR | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 520-5009 | POLICE VEHICLE | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 520-5010 | SEAL COAT/STREET REPAIRS | 0.00 | 0.00 | 32,457.00 (| 32,457.00) | 0.00 |
| 520-5011 | SEWER JETTER | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 520-5012 | OPERATIONS VEHICLE | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 520-5015 | CITY HALL DEBT PAYMENT | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 520-5016 | CITY HALL | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 520-5017 | CITY HALL REPAIRS/FURNITURE | 0,00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 520-5018 | CITY PARK IMPROVEMENTS | 200,000.00 | 0.00 | 0.00 | 200,000.00 | 0.00 |
| 520-5027 | SHREDDER | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 520-5028 | SECO GRANT CITY HALL WINDOWS | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 520-5029 | WATER & SEWER LINE REPAIR | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 520-5030 | WATER TANK REPAIR CIP | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 520-5071 | SEWER PLANT MUFFLER REPAIR | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 520-5072 | SEWER REPAIR ENGINEERING | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 520-5073 | SEWER PLANT REHABILITATION | 0.00 | 15,000.00 | 22,500.00 (| 22,500.00) | 0.00 |
| 520-5080 | ROOSEVELT WATER LINE | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 520-5081 | FERRARA FIRE TRUCKS (2) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 520-5085 | WATER SYSTEM VAULT & VALVE FR | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 520-5090 | MASTER CONTROL VALVE | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 520-5095 | ISOLATION VALVE FRONT ROAD VA | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 520-5101 | LEGAL/ENGINEERING, CCN/WATERLI | 0.00 | 0,00 | 0.00 | 0.00 | 0.00 |
| 520-5102 | ENGINEERING, ZONING CODE | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 520-5120 | CROFOOT VAULT & METER | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 520-5150 | PRUSSURE SUSTAINING VALVES-FR | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 520-5160 | CAMERA SYSTEMS | 0.00 | 0.00 | 0,00 | 0.00 | 0.00 |
| 520-5200 | GARAGE ADDITION | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 520-5300 | WATER METER REPLACEMENT PROG | 30,000.00 | 43,223.48 | 79,809.74 (| 49,809.74) | 266.03 |
| 520-5400 | DUMP TRAILER | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 520-5500 | POLICE VEHICLE JAG GRANT | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 520-5600 | METAL DETECTOR | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 520-5700 | SKID LOADER | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 520-5701 | VACTRON | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 520-5800 | BUFFALO FLOW METER | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 520-5810 | EMERGENCY ROAD | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 520-5811 | LAWN MOWER | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 520-5812 | LAND ACQUISITION | 0.00 | 0,00 | 0.00 | 0.00 | 0.00 |
| 520-5813 | FIRE TRUCK | 35,000.00 | 0.00 | 23,999.59 | 11,000.41 | 68.5 |
| | PITAL EXPENDITURES | 265,000.00 | 58,223.48 | 158,766.33 | 106,233.67 | 59.9 |

01 -GENERAL FUND BONDS EXPENDITURES

| EXPENDITO | | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | BUDGET | % OF BUDGET |
|------------------------------------|------------------------|-------------------|-------------------|------------------------|--------------|----------------|
| 545-4500 | BOND PRINCIPAL EXPENSE | 130,000.00 | 0,00 | 0.00 | 130,000.00 | 0,00 |
| 545-5000 | BOND INTEREST EXPENSE | 97,130.00 | 0.00 | 0.00 | 97,130,00 | 0.00 |
| 545-5001 | NOTE INTEREST | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 545-5010 | BOND SERVICING FEE | 1,000.00 | 600.00 | 83,552.01 | (82,552.01) | 8,355.20 |
| 545-5015 | Amortization | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 545-6000 | Depreciation | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL BO | NDS | 228,130.00 | 600.00 | 83,552.01 | 144,577.99 | 36.62 |
| TOTAL EXP | ENDITURES | 2,891,438.00 | 225,118.79 | 968,929.67 | 1,922,508.33 | 33.51 |
| REVENUES OVER/(UNDER) EXPENDITURES | | 0.00 (| 110,487.64)(| 332,454.61) | 332,454.61 | 0,00 |

^{***} END OF REPORT ***

AGENDA ITEM 5: ENGINEERING CONTRACT



Ransom Canyon Elena Quintanilla, City Manager 24 Lee Kitchens Ransom Canyon, Texas 79366

RE: Agreement for Professional Services for the Design of City Park-Phase 1
Project Address: 24 Lee Kitchens Dr. Ransom Canyon, TX 79366

Dear Mrs. Elena Quintanilla:

Parkhill (A/E) is pleased to have the opportunity to provide Landscape Architecture and Engineering services to the Town of Ransom Canyon (CLIENT) for the design of Phase 1 of the City Park (Project).

We understand the Phase 1 Basic Services (Scope of Work) you require to be:

- a. Resurfacing of the existing tennis courts. One court to remain tennis, one court to be striped for two (2) pickleball courts. New fencing around courts and separation between tennis and pickleball. Bleacher seating to be included.
- b. New basketball court.
- c. New court lighting for tennis, pickleball and basketball.
- New accessible parking, accessible routes with site lighting to new amenities listed above.
- 2. Based on the mutually agreed upon program, schedule, and construction budget requirements A/E will prepare, for approval by the CLIENT, Construction Documents consisting of Drawings and Specifications setting forth the requirements for the construction of the Project.
- 3. A/E will assist the CLIENT in the preparation of necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the CLIENT and the Contractor.
- 4. A/E will advise the CLIENT of any adjustments to previous Opinion of Probable Construction Cost required by changes to the scope or market conditions.
- 5. A/E will inform the CLIENT to the best of their knowledge and will assist the CLIENT in connection with the CLIENT's responsibility for filing documents required for approval of governmental authorities having jurisdiction over the Project.
- 6. A/E, following the CLIENT's approval of the Construction Documents and of the latest Opinion of Probable Cost, will assist the CLIENT in obtaining bids or negotiating proposal and assist in awarding and preparing contracts for construction of the Project.
- 7. A/E will be the representative of and will advise and consult with the CLIENT during construction until the final payment to the Contractor is due. A/E will have authority to act on behalf of the CLIENT only to the extent provided in this Agreement unless otherwise modified by written instrument.
- 8. A/E will visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the CLIENT and A/E in writing to become familiar with the progress and quality of the Work completed, and to determine, in general, if the Work is being performed in a manner indicating that the Work, if completed, will be in accordance with the Contract Documents. However, A/E will not be required to

make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of on-site observation as the landscape architect, the A/E will keep the CLIENT informed of the progress and quality of the Work.

- 9. Based on A/E's observations and evaluations of the Contractor's Applications for Payment, A/E will review and certify the amounts due the Contractor.
- 10. A/E will be the representative of and will advise and consult with the CLIENT during construction until 30 days after the Date of Substantial Completion or occupancy by the CLIENT, whichever occurs first. Time and expenses spent beyond 30 days after the Date of Substantial Completion are supplemental services and will be billed using A/E's standard hourly rate schedule.

Services specifically excluded from our scope of services include, but are not limited to, the following:

- Third-party Independent Construction Inspection Services
- Construction Material Testing
- Texas Department of Health Demolition Notification
- Preparation of Construction Documents for more than one bid package

A tentative schedule for submitting our work for review is as follows:

Scoping Meeting with Client

Survey

Construction Documents

Owner Review Meeting

Final Revisions after Owner Review

- 1 Business Day
- 20 Business Day
- 1 Business Day
- 5 Business Day

Changes to the above schedule may become necessary due to changes in scope or other circumstances beyond A/E's control.

Our fees for the Basic Services described above will be based on a lump sum amount of:

 1. Topographical Survey:
 \$12,000.00

 2. Construction Documents:
 \$14,500.00

 3. Construction Administration:
 \$3,000.00

 TOTAL
 \$29,500.00

The fee above will be billed on a percentage complete method. Should the scope of services described above change during the Project, the lump sum amount will be adjusted either up or down by a mutually agreed upon amount or based on an hourly rate method using A/E's standard hourly rate schedule.

Reimbursable expenses will be billed at invoice cost plus a 15% markup for handling costs. Reimbursable expenses include, but are not limited to, travel, postage/shipping, reproductions/copies, color plots/prints, accessibility review and inspection fees, reproduction of Contract Documents and reports. We estimate these expenses to be approximately \$1,500.00

Invoices will be sent to Elena Quintanilla via the email address equintanilla@townofransomcanyon.org.

Many issues such as the Americans with Disabilities Act (ADA), Texas Accessibility Standards (TAS) and hazardous materials are of great concern to both building owners and to landscape architects and engineers. The enclosed **Standard Conditions** (Exhibit A) gives a brief explanation of several of those issues and defines the roles and responsibilities for each party involved in this agreement. We will be glad to discuss these issues with you at your convenience.

You may indicate your acceptance of this agreement and the attached Standard Conditions by returning one signed copy of this letter to our office. Unless another date is specified, we will consider receipt of the letter as authorization to proceed.

We appreciate the opportunity to provide professional services to you and look forward to the successful completion of your project. If you have any questions, please do not hesitate to call us.

Sincerely,

| PARKHH党 (A/E) | TOWN OF RANSOM CANYON (CLIENT) |
|-------------------|--------------------------------|
| F. Pin | |
| By Tan Clifford | Signature: |
| Brent N. Clifford | |
| Principal | Name: |
| • | |
| | Title: |

Enclosures: Exhibit A - Standard Conditions

"The Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337, (512) 305-9000, www.tbae.state.tx.us has jurisdiction over complaints regarding the professional practices of persons registered as landscape architects in Texas."

EXHIBIT A

STANDARD CONDITIONS: CLIENT and A/E agree to and accept the following terms and conditions pursuant to and as a part of the parties' Agreement for Professional Services:

ARTICLE 1. INVOICING AND SERVICES

1.1 INVOICING

Payments for services rendered by A/E or for other fees or expenses required by this Agreement are due and payable, and the parties reserve all rights pursuant to Texas Government Code, Chapter 2251, commonly referred to as the Texas Prompt Payment Act. In addition, A/E and CLIENT shall be entitled to any other legal and equitable remedies allowed by applicable law.

1.2 SERVICES DURING CONSTRUCTION

Except as expressly stated in the Scope of Work, A/E shall not, and shall not be responsible to supervise, direct or have control over the Work of CLIENT's or Property Owner's contractors, subcontractors or other service or material providers, including any designated general contractor of CLIENT or Property Owner or any subcontractors thereof (generally and collectively referred to as the "Contractors") nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractors nor for the Contractors' safety precautions or programs in connection with the Work. These above rights and responsibilities are solely those of and between CLIENT and the applicable Contractors. CLIENT agrees that A/E is not responsible for the jobsite condition or on-site worker safety, except as otherwise expressly stated in the Scope of Work.

Except where prohibited by applicable law, A/E shall not be responsible for any acts or omissions of the Contractors, including any subcontractor, any entity performing any portions of the Work or any agents or employees of any of them. A/E does not guarantee the performance of any of the Contractors and shall not be responsible for the Contractors' failure to perform their applicable work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

As used in these Standard Conditions, the term "Contract Documents" refers to the construction plans, specifications, work schedules, work conditions and other matters between CLIENT and/or the Property Owner and their respective Contractors for the build-out or construction services relating to the Project.

A/E shall not be required to sign any document, no matter by whom requested, that would result in A/E having to certify, guarantee, or warrant the existence of conditions whose existence A/E cannot reasonably ascertain. CLIENT agrees not to make resolution of any dispute with A/E or payment of any amount due to A/E contingent upon A/E signing any such document.

1.3 ESTIMATES OR OPINIONS OF PROBABLE CONSTRUCTION COST

In providing estimates or opinions of probable construction cost, CLIENT understands that A/E has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractors' methods of pricing, and that A/E's estimates or opinions of probable construction costs are made on the basis of A/E's professional judgment and experience. A/E makes no warranty, express or implied, that the bids or the negotiated construction cost will not vary from A/E's estimates or opinions of probable construction cost.

1.4 HAZARDOUS MATERIALS

As used in this Agreement, the term hazardous materials shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other

substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the project site.

Both parties acknowledge that A/E's scope of services does not include any services related to the presence of any hazardous or toxic materials. If A/E or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to A/E that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of A/E's services, A/E may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until CLIENT retains appropriate qualified consultants and/or Contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

1.5 ACCESSIBILITY

CLIENT acknowledges that the requirements of the Americans with Disabilities Act, as amended (ADA), and other federal, state and local accessibility laws, rules, codes, ordinances, and regulations will be subject to various and possibly contradictory interpretations. CLIENT further acknowledges that the ADA is a Civil Rights law and not a building code, and does not use prescriptive language. A/E, therefore, will use its reasonable professional efforts and judgment to interpret applicable accessibility requirements in effect as of the date of the execution of this Agreement, and as they apply to the Project. A/E, however, cannot and does not warrant or guarantee that CLIENT's Project will comply with all interpretations of the accessibility requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project.

CLIENT and A/E understand that, unless exempted by applicable law, the Project must be submitted to the Texas Department of Licensing and Regulations (TDLR) – Elimination of Architectural Barriers (EAB) Division for plan review for compliance with Texas Accessibility Standards (TAS) requirements. A/E will include in the design of the Project all changes that are the result of the TDLR plan review. After construction of the Project, TDLR requires an inspection of the Project for compliance confirmation. However, A/E cannot and does not warrant or guarantee that different rules and/or interpretation may be applied to CLIENT's Project at the time of the final TDLR inspection. Compliance with changes required by the TDLR final inspection that were not mentioned in the TDLR plan review may be required, and any additional services to be performed by A/E in order to meet or address those requirements will be charged to and payable by CLIENT.

1.6 STANDARD OF CARE BY A/E AND LIMITED WARRANTY

In providing services under this Agreement, A/E shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. OTHERWISE, A/E MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO ITS PROFESSIONAL SERVICES RENDERED UNDER THIS AGREEMENT, AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES ARE EXPRESSLY DISCLAIMED.

CLIENT shall be responsible for all requirements and instructions that it provides to A/E pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information provided by CLIENT to A/E. A/E may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or providing services under this Agreement, subject to any express limitations or reservations applicable to the provided items.

1.7 CLIENT RESPONSIBILITIES

CLIENT will provide A/E with reasonable access to the work site. Unless specifically included in A/E's Scope of Work, CLIENT will, at CLIENT's expense, apply for and obtain applicable permits in a timely manner, provide all legal services in connection with the Project, and provide environmental impact reports and energy assessments, if and as needed or appropriate for A/E's services. CLIENT shall

pay the costs of checking and inspection fees, zoning application fees, soils engineering fees, testing fees, surveying fees, and all other fees, permits, bond premiums, and all other charges not specifically covered by the terms of this Agreement. Any such fee or expense approved by CLIENT and that is paid for by A/E shall be included in A/E's invoice for amounts payable by CLIENT, and A/E may require advance payment before incurring the fee or expense.

1.8 OWNERSHIP OF DOCUMENTS AND DIGITAL DATA

All reports, drawings, specifications, computer files, field data, notes, data on any form of digital data, and other records or documents prepared by A/E are deemed instruments of service (collectively the "Instruments of Service") and shall remain the property of A/E. A/E shall retain a common law, statutory and other reserved rights, including copyrights, in and to all Instruments of Service and any derivative works thereof relating to the Project.

A/E grants to CLIENT a nonexclusive, limited license to reproduce or use A/E's Instruments of Service solely for the purpose of constructing, effecting, making improvements to, using and maintaining the Project; provided, however, this grant is made with the express understanding that A/E shall have been paid in full for the Services rendered hereunder. CLIENT shall not use the Instruments of Service for other projects without prior written agreement of A/E. CLIENT understands that the unauthorized use of Instruments of Service is prohibited, will be deemed a material breach of this Agreement and may result in liability and other adverse consequences to CLIENT. ANY UNAUTHORIZED USE OF THE INSTRUMENTS OF SERVICE SHALL BE AT CLIENT'S OR SUCH OTHER USER'S SOLE RISK AND WITHOUT LIABILITY TO A/E.

1.9 INDEMNIFICATION FOR UNAUTHORIZED USE OF INSTRUMENTS OF SERVICE

TO THE FULLEST EXTENT PERMITTED BY LAW, CLIENT AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS A/E, ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY AND ALL LIABILITY, DAMAGES, LOSSES, OR COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND DEFENSE COSTS, ARISING FROM OR IN ANY WAY CONNECTED WITH THE UNAUTHORIZED USE, REUSE OR MODIFICATION OF THE INSTRUMENTS OF SERVICE BY CLIENT OR ANY PERSON OR ENTITY THAT ACQUIRES OR OBTAINS THE INSTRUMENTS OF SERVICE FROM OR THROUGH CLIENT WITHOUT THE WRITTEN AUTHORIZATION OF A/E; PROVIDED, HOWEVER, THIS INDEMNIFICATION AND HOLD HARMLESS PROVISION SHALL NOT APPLY TO ANY LIABILITY, CLAIMS, DAMAGES, LOSSES OR EXPENSES, INCLUDING REASONABLE ATTORNEY FEES, ARISING OUT OF BODILY INJURY TO PERSONS OR DAMAGE TO PROPERTY CAUSED OR RESULTING FROM IN WHOLE OR IN PART, BY THE NEGLIGENT ACT OR OMISSION OF THE A/E, ITS OFFICERS OR EMPLOYEES WITH RESPECT TO AUTHORIZED USE OF THE INSTRUMENTS OF SERVICE.

1.10 DELIVERY OF DIGITAL DATA

In accepting and utilizing any form of digital data generated and furnished by A/E, CLIENT agrees that all such digital data are Instruments of Service of A/E. CLIENT is aware that differences may exist between the digital data delivered and the printed hard-copy Contract Documents. In the event of a conflict between the original signed Contract Documents prepared by A/E and digital data, the original signed and sealed hard-copy Contract Documents shall govern.

Digital data created by A/E through the application of software licensed for the sole and exclusive use by A/E will be furnished to CLIENT in read-only format. CLIENT is responsible to obtain and maintain, at CLIENT's expense, software licenses as appropriate for the use of digital data provided by A/E.

Under no circumstances shall delivery of digital data for use by CLIENT be deemed a sale by A/E, and A/E makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall A/E be liable for indirect or consequential damages as a result of CLIENT's use or reuse of the digital data.

ARTICLE 2. GENERAL PROVISIONS

2.1 APPLICABLE LAW

This Agreement shall be interpreted and enforced according to the laws of the State of Texas without regard to conflict of laws principles.

Tex. Bus. & Com. Code § 272.001.

2.2 PRECEDENCE OF CONDITIONS

Should any conflict exist between the terms herein and the terms of any purchase order or confirmation issued by CLIENT, the terms of these Standard Conditions shall prevail, unless otherwise agreed in writing by the parties with specific reference to the applicable provision of these Standard Conditions that is intended to be modified.

2.3 ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party (unless such assignment without consent is mandated by law), and any assignment without such written consent shall be void. Notwithstanding the foregoing, A/E is expressly permitted to subcontract or assign portions of the Work or services to subconsultants that A/E may select, provided that A/E shall remain responsible for the Work assigned to and performed by such subconsultants. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

2.4 AMENDMENTS

This Agreement may be amended only by a written instrument, signed by both CLIENT and A/E, which expressly refers to this Agreement.

2.5 DELAYS

CLIENT agrees that A/E is not responsible for damages arising directly or indirectly from any delays for causes beyond A/E's reasonable control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; epidemics or pandemics (including the 2019 Novel Coronavirus or COVID-19, including any on-going or re-occurring effects of same); World Health Organization alerts; declarations of a state of emergency or similar orders issued by local, state or federal government officials; fires, riots, war or other emergencies; failure of any government agency to act in timely manner; failure of performance by CLIENT or CLIENT's Contractors or consultants; discovery of any hazardous substances or differing site conditions; or any other similar or dissimilar cause beyond A/E's reasonable control.

In addition, if the delays resulting from any such causes increase the cost or time required by A/E to perform its services in an orderly and efficient manner, A/E shall be entitled to a reasonable adjustment in schedule and compensation.

2.6 INSURANCE

A/E agrees to provide Professional Liability Insurance and General Liability Insurance during the scope of the services provided for this Project and for a period of 3 years after the completion of services.

2.7 MERGER, WAIVER, SURVIVAL AND SEVERABILITY

Except for amendments approved as required by this Agreement, this Agreement constitutes the entire and integrated agreement between the parties hereto and with regard to the same subject matter and

supersedes all prior negotiations, representations and/or agreements, written or oral relating to the same subject matter.

One or more waiver of any term, condition or other provision of this agreement by either party shall not be construed as a waiver of a subsequent breach of the same or any other provisions.

All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

The parties further intend as follows: (a) if any provision of this Agreement is held to be unenforceable, that provision will be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by applicable law, in which case that provision will be disregarded; (b) if an unenforceable provision is modified or disregarded according to this section, then the rest of the Agreement will remain in effect as written; and (c) any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable.

2.8 TERMINATION AND SUSPENSION

CLIENT may terminate this Agreement for CLIENT's convenience and without cause upon giving A/E not less than seven calendar days' written notice.

A/E may terminate this Agreement, or may suspend Services, upon giving CLIENT not less than seven calendar days' written notice following CLIENT's failure to make timely payment owed to A/E as provided by this Agreement.

In addition, either party may terminate this Agreement for cause upon giving the other party not less than seven calendar days' written notice for any of the following "for cause" reasons:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party, provided that, except where the failure to perform regards CLIENT's payment obligations, the non-performing party is given written notice and description of the failure in question and a reasonable opportunity to cure of at least 10 but no more than 30 days, and the non-performing party cures the matter within the reasonable cure period;
- Unauthorized assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- Suspension of A/E's services by CLIENT for more than 90 calendar days, consecutive or in aggregate;
- Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

A/E shall have no liability to CLIENT on account of A/E's termination of this Agreement for any of the reasons listed in subsections 2.8.1., 2., 3. or 4. above.

In the event of termination of this Agreement by either party, CLIENT shall, within 15 calendar days of the termination date, pay A/E for all services rendered and all reimbursable costs incurred by A/E up to the date of termination, in accordance with the payment provisions of this Agreement.

The terminating party shall set the effective date of termination at a time sufficient (up to 30 days later than otherwise provided) to allow A/E to demobilize personnel and equipment from the Project, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

2.9 LIMITATION OF LIABILITY

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, AND TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER CLIENT NOR A/E, THEIR RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES OR AGENTS, CONTRACTORS OR SUBCONSULTANTS

SHALL BE LIABLE TO THE OTHER OR SHALL MAKE ANY CLAIM FOR ANY INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR CONNECTED IN ANY WAY TO THE PROJECT OR THIS AGREEMENT. THIS MUTUAL LIMITATION OF LIABILITY SHALL INCLUDE ALL SUCH DAMAGES THAT EITHER PARTY MAY HAVE INCURRED FROM ANY CAUSE, INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT AND BREACH OF STRICT OR IMPLIED WARRANTY.

2.10 THIRD-PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or A/E. A/E's services under this Agreement are being performed solely for CLIENT's benefit, and there are no third-party beneficiaries of A/E's services.

2.11 MAINTENANCE, WEAR AND TEAR

Both CLIENT and A/E acknowledge that CLIENT, and only CLIENT, is responsible for maintenance, wear and tear on the project upon substantial completion. CLIENT is responsible for providing routine inspections and maintenance of the project to maintain a safe, functional and weather tight facility. Should CLIENT fail to provide routine inspections and maintenance, and damage occur to the project, A/E is not responsible for any such resultant damage.

ARTICLE 3. DISPUTE RESOLUTION, BETTERMENT, AND COMMUNICATIONS

3.1 DISPUTE RESOLUTION

A/E and CLIENT agree to negotiate all disputes between them in good faith for a minimum of 30 days from the date of notice. Should such negotiations fail, A/E and CLIENT agree that any dispute between their arising out of, or relating to, this Agreement shall be submitted to non-binding mediation prior to the filing of any lawsuit or arbitration proceeding relating to the dispute, unless the parties mutually agree otherwise in writing.

The mediation shall be conducted remotely and by electronic video conference means, unless the parties agree in writing to mediate in person at a mutually agreeable location. The parties agree that conducting mediation by remote means shall constitute a mediation in the state where the Project is located, provided that each of the parties shall have one representative participating in the mediation while the representative is situated in the state where the Project is located. Each party shall assume its own costs associated with the mediation. The mediator's compensation and expenses and any administrative fees or costs associated with the mediation proceeding shall be borne equally by the parties, unless otherwise agreed in writing.

Notwithstanding the foregoing, none of the above Dispute Resolution processes shall prevent or deter a party from protecting or acting upon lien rights, or from seeking immediate, emergency or injunctive relief from a court of competent jurisdiction and as may be available at law or in equity.

3.2 BETTERMENT

If, due to an error or an omission by A/E, any required item or component of the project is omitted from the Construction Documents, A/E shall not be responsible for paying the cost to add such item or component to the extent that such item or component and the cost of same would have been otherwise necessary to the project or otherwise add value or betterment to the project.

3.3 NOTICES

All notices provided for in this Agreement shall be in writing. Any notices that are submitted by email exchanged between the parties' authorized representatives may be effective upon proof of receipt and delivery records. Each of the parties agrees to reasonably confirm receipt of notices submitted by the other party. Otherwise, all notices provided for in this Agreement shall be in writing and shall be hand delivered, mailed by certified mail, return receipt requested or sent by recognized overnight courier

service to the parties at each of their respective representatives noted below, unless otherwise changed upon written notice:

A/E: Brent N. Clifford, 4222 85th Street, Lubbock, Texas 79423, bclifford@parkhill.com

(Representative name, physical and mailing address, phone, and email)

CLIENT: Elena Quintanilla, 24 Lee Kitchens Dr. Ransom Canyon, TX 79366,

equintanilla@townofransomcanyon.org

(Representative name, physical and mailing address, phone, and email)

3.4 ELECTRONIC SIGNATURES

In accordance with applicable law, including the applicable Uniform Electronic Transactions Act, CLIENT and A/E agree that electronic signatures (such as e-mail or electronically-typed signatures) of the parties' authorized representatives to this Agreement and Standard Conditions or to later consents or approvals associated herewith shall constitute the valid signature of the party for purposes of obtaining agreements, consents or other matters prescribed by the Agreement.

END OF EXHIBIT

AGENDA ITEM 6: GRANT ADMINISTRATION SERVICES

INTERLOCAL GOVERNMENTAL COOPERATION CONTRACT FOR ADMINISTRATIVE SERVICES

STATE OF TEXAS COUNTY OF LUBBOCK

AGREEMENT:

This Agreement is made and entered into this <u>13th</u> day of <u>February</u>, 2024 by and between the <u>Town of Ransom Canyon</u>, Texas, hereinafter referred to as "Town", and the South Plains Association of Governments, hereinafter referred to as "SPAG", a political subdivision under Chapter 391 of the Texas Local Government Code, acting by and through its duly authorized executive officer.

WHEREAS, both "City" and "SPAG" are local governments as defined by Chapter 791 of the Texas Government Code, and this contract is made and executed under provisions of said chapter, which is commonly known as the Interlocal Cooperation Act; and,

WHEREAS, SPAG has professional administrative services expertise useful to the <u>Town of Ransom</u> Canyon and desires to make such services available under the following terms and conditions;

NOW, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

SPAG agrees to provide certain administrative services, as described in Sections 1, 2, 3, 4, 5, 6, and 7 of this agreement, for the <u>Town of Ransom Canyon</u>, pursuant to the receipt by the City of a <u>Texas Parks and Wildlife Grant</u> contract from <u>Texas Parks and Wildlife (TPWD)</u>. In consideration for administrative services described herein, the City agrees to pay SPAG as described in Section 8 of this agreement.

SCOPE OF WORK:

SECTION 1. PROGRAM SET-UP

- 1.01 Provide general advice with respect to the implementation of the project and regulatory matters.
- 1.02 Furnish necessary forms and procedures for implementation of the project.
- 1.03 Provide technical assistance for the routine tasks to City personnel who will be directly involved in the program.
- 1.04 Assist the City in developing a record-keeping system consistent with program guidelines, including the establishment and maintenance of program files.
- 1.05 Serve as liaison for the City during any monitoring visits by staff representatives of either the Texas Parks and Wildlife (TPWD)
- 1.06 Assist the City in meeting all special condition requirements.
- 1.07 Prepare and submit to TPWD all required periodic progress reports and compliance reports.

SECTION 2. FINANCIAL MANAGEMENT

- 2.01 Assist the City in documenting its ability to manage grant funds as required by the state.
- 2.02 Assist the City in establishing and maintaining separate bank accounts, journals, and ledgers as necessary for this project.
- 2.03 Assist the City in submitting the required depository and signature forms to TPWD.
- 2.04 Assist the City in the preparation and submission of requests for payment of funds by TPWD.
- 2.05 Assist the City in establishing procedures to handle the use of any TPWD program income.

SECTION 3. PROJECT MANAGEMENT

- 3.01 Assist the City in determining how much, if any, of the TPWD contract activities will be carried out, in whole or part, by in-kind labor.
- 3.02 Assist the City with monitoring the construction contractor's progress and ensuring all milestones are met.
- 3.03 Assist the City in maintaining adequate documentation of personnel, equipment, and materials used in the project and of related costs.
- 3.04 Assist the City in documenting compliance with federal and state requirements for equal employment opportunity.
- 3.05 Assist the City in coordination with the engineering firm
- 3.06 Assist the City with documenting and overseeing all in-kind activities performed throughout the course of the grant.
- 3.07 Ensure the construction contractor's contract the City enters into complies with all TPWD guidelines.
- 3.08 Obtain state verifications of construction contractor eligibility.
- 3.09 Ensure the construction contractor is complying with the Texas prevailing wages requirements established in Government Code Ch. 2258.
- 3.10 Attend pre-construction conference and prepare minutes (as needed).
- 3.11 Ensure in coordination with the engineer that all applicable permits or approvals have been obtained prior to construction.
- 3.12 Ensure appropriate TPWD temporary signage is properly displayed at the project site throughout the course of the grant.

SECTION 4. EQUAL OPPORTUNITY

- 4.01 Assist the City in implementing and documenting civil rights compliance in all construction contracts.
- 4.02 Prepare work write-ups and cost estimates, when appropriate.
- 4.03 Conduct inspections and process final contract documents as required.

SECTION 5. PROJECT AUDIT/CLOSE-OUT

- 5.01 Prepare Project Completion Checklist/Report to ensure permanent signage is displayed according to TPWD regulations, the project is registered with the Texas Department of Licensing and Regulation, and another applicable closeout paperwork.
- 5.02 Assist the City in responding to any monitoring findings in connection with inspections and project reviews by the state.
- 5.03 Assist the City in resolving any third-party claims.
- 5.04 Provide the City's auditor with TPWD audit guidelines when needed.
- 5.05 SPAG shall not be financially responsible for any audit findings or for payment for an audit.

PAYMENT SCHEDULE:

SECTION 6. PAYMENT SCHEDULE

6.01 The <u>Town of Ransom Canyon</u> agrees to pay SPAG \$15,000 under the following schedule:

| 1) 2) 3) 4) | Establishment of Record Keeping System Completion of Bid/Contract Award Process Completion of Construction Filing of all Required Closeout Information | 30% 30% 30% 10% |
|----------------------|--|--------------------------|
| , | TOTAL | 100% |

- 6.02 The <u>Town of Ransom Canyon</u> shall receive funds from the Texas Parks and Wildlife pertaining to this project and shall be responsible for the deposit, disbursement, and management of such funds.
- 6.03 Funds awarded to SPAG by the <u>Town of Ransom Canyon</u> under the terms of this agreement are authorized under the provisions of the State of Texas Professional Services Procurement Act, Texas Government Code, Chapter 2254, Subchapter A, "Professional Services".

TERMS AND CONDITIONS:

SECTION 7. ADDITIONAL SPAG OBLIGATIONS

- 7.01 During the performance of this agreement, SPAG agrees as follows:
 - A. SPAG will not discriminate against any employee or applicant for employment because of national origin, religion, race, creed, sex, familial status, or gender. SPAG will take affirmative action to ensure that applicants are employed and during the course of employment, are treated without regard to national origin, race, religion, creed, sex, familial status or gender. The actions will include, but are not necessarily limited to, employment up-grading, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
 - B. When soliciting or advertising for employees, SPAG will clearly state that all qualified applicants will receive consideration for employment without regard to race, religion, creed, sex, or national origin.
 - C. SPAG will furnish all information and reports of Executive Order 11246 of September 24, 1965, and by the rules, regulations, and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, accounts, and records by the <u>Town of Ransom Canyon</u> and the Secretary of Labor for the purposes of investigation to ascertain with such rules, regulations and orders.
 - D. If the Secretary of Labor determines that SPAG does not comply with rules, regulations, or orders issued by the Secretary, this agreement may be cancelled, terminated or suspended, in whole or in part, and SPAG may be declared ineligible for further participation in government contracts under provisions of Executive Order #11246 of September 24, 1965, or by rules otherwise provided by law.

SECTION 8. CIVIL RIGHTS ACT OF 1964.

- 8.01 During the performance of this Agreement, SPAG agrees to the following:
 - A. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of national origin, race, religion, creed, sex, familial status, or gender, be excluded from participation in, be denied benefits of, or be subjected to, discrimination under any program or activity receiving federal financial assistance.

SECTION 9. PERIOD OF AGREEMENT, AGREEMENT TERMINATION, CONTRACT REPRESENTATIVE, AND PROCEDURE FOR AMENDING

9.01 Both parties agree that it is intended that all performances under this agreement are to be accomplished within two years of the date of its execution unless amended by mutual agreement of the parties. In any event, it is agreed

and understood that SPAG shall be paid for performance rendered under this agreement.

- 9.02 This agreement may be terminated by either party upon thirty (30) days' notice in writing by one party to the other. Upon such termination, if any, SPAG shall be paid any outstanding sums due SPAG within thirty (30) days of termination.
- 9.03 It is further understood and agreed by the parties that SPAG is not responsible or liable to third parties for performance or non-performance by the <u>Town of Ransom Canyon</u> under terms of this agreement as allowed by the laws and constitution of the State of Texas.
- 9.04 SPAG designates as its Contract Representative with the <u>Town of Ransom Canyon</u>, its Executive Director. All communications relating to this Agreement should be addressed and directed to the Executive Director, or to a designee expressly named by the Executive Director.
- 9.05 It is understood and agreed by the parties, that each is contracting independently; and that nothing contained herein shall be construed as giving rise to or creating partnership, joint venture, or employer/employee relationship.
- 9.06 It is further understood and agreed, by all parties, that should either party breach the terms of this Agreement, the only remedy shall be termination of the Agreement in accordance with provisions of Section 12 of this Agreement.
- 9.07 Either party may, from time to time, request changes in the scope of the services to be performed. Such changes, including any increase or decrease in the amount of compensation to SPAG, shall be mutually agreed upon by both parties and shall be incorporated herein by a written amendment to this Contract.

SECTION 10. INTEREST OF THE PARTIES

- No member of the governing body of the <u>Town of Ransom Canyon</u> and no other officer, employee, agent, or public official, who exercises any function or responsibility in connection with the planning or completion of the <u>Town of Ransom Canyon</u> Park Improvements project has or shall have any personal financial interest, direct or indirect, in this contract or the work performed thereunder.
- SPAG covenants that neither it nor any of its officers, directors, employees or agents has any financial interest in the project. SPAG further covenants that neither it nor any of its officers, directors, employees or agents shall acquire any interest, either direct or indirect, in the study area or any parcel therein, or any other interest which would conflict in any manner or degree with the performance of its services hereunder. SPAG further covenants that no person having any conflicting interest shall be employed for performance of its services under terms of this Agreement.
- 10.03 No person who is an employee, agent, officer, or official of SPAG who exercises or have exercised any functions or responsibilities with respect to the activities assisted under this contract who are in a position to participate in a

decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, have an interest in or benefit from the activity or have any interest in any contract, subcontract or agreement with respect to the activities or the proceeds either for themselves or those with whom they have family or business ties during their tenure or for one year thereafter.

10.04 Local Program Liaison: The <u>Town of Ransom Canyon</u> has designated the <u>Mayor, City Administrator and City Secretary</u> to be the primary contacts for SPAG in all matters concerning this grant and interlocal agreement.

SECTION 11. MISCELLANEOUS

- 11.01 The party's signatory on behalf of SPAG and on behalf of the <u>Town of Ransom Canyon</u>, respectively, do individually hereby certify that each is authorized to execute this agreement on behalf of each respective organization.
- 11.02 This agreement constitutes the entire agreement between the parties relating to the rights granted and the responsibilities assumed.
- 11.03 Should any deviation occur from any of the requirements of this Agreement or the Texas Parks and Wildlife Division Contract, known to SPAG, or which becomes known to SPAG, then SPAG shall immediately inform the <u>Town of Ransom Canyon</u> in writing.
- 11.05 SPAG shall maintain fiscal records and supporting documentation for all expenditures of contract funds pursuant to OMB Circular A-87. SPAG shall retain these records and supporting documentation for the greater of three years from completion of this project.
- 11.6 SPAG and the <u>Town of Ransom Canyon</u> will work along with TPWD and other parties to the grant (Example: Engineer, contractor, material supplier, regulatory agency, etc). to ensure that compliance is achieved in all areas of this grant. Should issues of non-compliance arise, the City and SPAG will work towards reasonable solutions.
- 11.7 Percentage Share of Negligence. To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damage caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of the City, SPAG, and all other negligent entities and individuals.
- Mutual Waiver. To the fullest extent permitted by law, City and SPAG waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

EXECUTION

| Executed this | day of | 2024. | |
|---|-------------------------|--------------------------|------------------|
| BY: Jana Trew, MA` Town of Ranson | | | |
| Approved and acce | pted on behalf of South | Plains Association of Go | vernments (SPAG) |
| | XECUTIVE DIRECTOR | | |
| REVIEWED: | Schwartz, DIRECTOR O | DF FINANCE | |

AGENDA ITEM 7: BUDGET AMENDMENT

ORDINANCE NO. 23-00200

PERTAINING TO: AMENDMENT TO THE BUDGET

AN ORDINANCE AMENDING ORDINANCE NUMBER 23-00200, PROVIDING FOR AN AMENDMENT TO THE 2023-2024 BUDGET TO ADD A LINE ITEM TO THE CAPITAL BUDGET FOR THE SEWER PLANT AND ADD A LINE ITEM TO ACCEPT PROCEEDS FROM THE NEW CERTIFICATE OF OBLIGATION, 2023 SERIES.

WHEREAS, Section 102.010 of the Local Government Code of the State of Texas authorizes the City Council to make changes in the budget for municipal purposes; and

WHEREAS, the City Council of the Town of Ransom Canyon deems it advisable to change the FY 2023-2024 Budget for municipal purposes and reallocate funds as follows: NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE TOWN OF RANSOM CANYON:

SECTION 1. THAT the City Council of the Town of Ransom Canyon hereby approves changes to the Town of Ransom Canyon Budget FY 2023-2024 (Budget Amendment #1) for municipal purposes, as follows:

1. Add Capital Budget Expense Line Item 520-5073 entitled "Sewer Plant Rehabilitation" due to inflationary costs added to the original capital project by increasing the appropriation and funding by three million three hundred thirty-eight thousand one hundred eighty-five and five cents (\$3,338,185.05) from the original capital costs of three million dollars (\$3,000,000) and adding a line item to the budget to capture the certificate of obligation line item.

SECTION 2. THAT a copy of the changes made to the Town of Ransom Canyon Budget pursuant to this Ordinance shall be filed with the City Secretary and the County Clerk of Lubbock County as required by law.

SECTION 3. THAT should any section, paragraph, sentence, clause, phrase, or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

PASSED ON SECOND READING THIS _____ DAY OF FEBRUARY 2024.

| TOWN OF RANSOM CANYON |
|-----------------------------------|
| JANA TREW, MAYOR |
| ATTEST: |
| ELENA QUINTANILLA, CITY SECRETARY |

AGENDA ITEM 8: ORDER OF ELECTION

ORDER OF ELECTION (ORDEN DE ELECCIÓN)

An election for the Town of Ransom Canyon, County of Lubbock, Texas, is hereby ordered to be held on <u>Saturday</u>, <u>May 4, 2024</u> for the purpose of:

(Por lo presente se ordena para la Ciudad de Ransom Canyon, Condado de Lubbock, Texas, que se lleve a cabo una elección el sábado, día 4 de mayo, 2024 con el propósito de:)

Electing 3 Alderman at Large (two-year terms)

(Elegir tres Concejales en general con termino de dos anos)

Early Voting by personal appearance will be conducted as listed on Exhibit A. (La votación adelantada en persona se llevará a cabo en la página marcada Anexo A)

Applications for ballot by mail or federal post card applications shall be mailed to: (Las solicitudes para boletas para votar por correo y las tarjetas postales federal para votar deberán enviarse a:)

Roxzine Stinson, EA
(Name of Early Voting Clerk)
(Nombre del Secretario de la Votación Adelantado)

PO Box 10536; 1308 Crickets Avenue (Address) (Dirección)

<u>Lubbock, TX 79408</u> (City) (Ciudad) State (Estado) (Zip Code) (Zona Postal)

<u>votelubbock@lubbockcounty.gov</u> (Email address) (*Dirección de Coreo Electrónico*)

www.votelubbock.org (Early Voting Clerk's website) (Sitio web del Secretario/a de Votación Adelantada)

Applications for ballots by mail and federal post card applications must be received no later than the close of business on <u>Tuesday</u>, <u>April 23</u>, <u>2024</u>.

(Las solicitudes para balotas que se votarán en adelantadas por correo y las tarjetas postales federal deberán recibirse para el fin de las horas de negocio <u>el martes</u>, <u>día 23 de abril, 2024.</u>)

Issued this 13th day of February 2024 (Emitida este 13 día de Febrero, 2024)

1-2

Prescribed by Secretary of State

(Firma del Concejal)

May 4, 2024 Cities and Schools General and Special Elections (Elecciones General y Especial de Ciudades y Escuelas el 4 de Mayo de 2024)

NOTICE OF EARLY VOTING

AVISO DE VOTACIÓN ANTICIPADA

Early Voting by personal appearance for the May 4, 2024 Cities and Schools General and Special Elections

ALL EARLY POLLING LOCATIONS ON THE DATES, TIMES, AND LOCATIONS LISTED BELOW:

Votación Adelantada para las Elecciones General y Especial de Ciudades y Escuelas el 4 de mayo, 2024 serán conducidas en LAS FECHAS, HORARIOS Y SITIOS LISTADOS ABAJO:

EARLY VOTING DATES: Monday, April 22 - Tuesday, April 30, 2024

(Fechas de Votación Adelantada: Lunes, 22 de abril- Martes, 30 de abril del 2024)

Main Early Voting Polling Place

Lugar principal de la votación anticipada

Lubbock County Elections Office

Oficina de Elecciones del Condado de Lubbock 1308 Crickets Ave, Lubbock, TX 79401

1308 avenida Crickets Room: Public Room Sala: salón público

Dates: Mon, April 22 - Tues, April 30

Fechas: lunes, 22 de abril - martes, 30 de abril

Times: 8:00 AM - 8:00 PM

horas:

EXCEPT Sunday, April 28 MENOS el domingo, 28 de abril

12:00 PM - 6:00 PM

Early Voting Branch Polling Places

Votacion Anticipada en los Sitios de Votacion Auxiliares

United Supermarkets

Supermercados United

All Locations listed below:

Todas las ubicaciones se enumeran a continuación:

United - 2630 Parkway Dr., Lubbock, TX 79403 (Parkway & Beech Ave)

2630 unidad Parkway (calle Parkway y avenida Beech)

United - 401 Slide Road, Lubbock, TX 79416 (4th & Slide)

401 calle Slide (calle 4 y camino Slide)

United - 6313 4th St., Lubbock, TX 79416 (4th & Milwaukee)

6313 calle 4 (calle 4 y avenida Milwaukee)

United - 1701 50th St., Lubbock, TX 79412 (50th & Avenue Q)

1701 calle 50 (calle 50 y avenida Q)

United - 2703 82nd St., Lubbock, TX 79423 (82nd & Boston Ave)

2703 calle 82 (calle 82 y avenida Boston)

United - 8010 Frankford Ave., Lubbock, TX 79424 (82nd & Frankford)

8010 avenida Frankford (calle 82 y avenida Frankford)

United - 12815 Indiana Ave., Lubbock, TX 79423 (130th & Indiana)

12815 avendia Indiana (calle 130 y avenida Indiana)

United - 11310 Slide Rd, Lubbock, TX 79424 (114th & Slide)

11310 camino Slide (calle 114 y camino Slide)

Amigos - 112 N University Ave., Lubbock, TX 79415 (University & Auburn)

112 avenida Universidad norte (avenida Universidad y calle Auburn)

Market Street - 4425 19th St., Lubbock, TX 79407 (19th & Quaker)

4425 calle 19 (calle 19 y avenida Quaker)

Market Street - 3405 50th St., Lubbock, TX 79413 (50th & Indiana)

3405 calle 50 (calle 50 y avenida Indiana)

Market Street - 4205 98th St., Lubbock, TX 79423 (98th & Quaker)

4205 calle 98 (calle 98 y avenida Quaker)

Dates: Mon, April 22 - Tues, April 30

Fechas: lunes, 22 de abril - martes, 30 de abril

Times: 8:00 AM - 8:00 PM

horas:

EXCEPT Sunday, April 28th MENOS el domingo, 28 de abril

12:00 PM - 6:00 PM

Abernathy City Hall

Oficina Municipal de Abernathy 811 Avenue D, Abernathy, TX 79311

811 avenida D

Room: Community Room Sala: Salón Comunitario

Dates: Mon, April 22 - Tues, April 30

Fechas: lunes, 22 de abril - martes, 30 de abril

Times: 8:00 AM - 8:00 PM

horas:

*Closed Saturday and Sunday

* Cerrado sábado y domingo

Casey Administration Building

Edificio de Administración Casey 501 7th Street, Wolfforth, TX 79382

501 calle 7 Room: No. 4 Sala: Num. 4 Dates: Mon, April 22 - Tues, April 30

Fechas: lunes, 22 de abril - martes, 30 de abril

Times: 8:00 AM - 8:00 PM

*Closed Saturday and Sunday

* Cerrado sábado y domingo

Citizens Tower

Citizens Tower 1314 Avenue K (1st Floor) Lubbock, TX 79401

1314 avenida k Room: Lobby Sala: vestibulo

Dates: Mon, April 22 - Tues, April 30

Fechas: lunes, 22 de abril - martes, 30 de abril

Times: 8:00 AM - 5:00 PM

horas:

*Closed Saturday and Sunday

* Cerrado sábado y domingo

Idalou Community Center

Centro Social de Idalou

202 W. 7th Street, Idalou, TX 79329

202 calle 7 oeste

Room: Community Room Sala: Salon Comunitario

Dates: Mon, April 22 - Tues, April 30

Fechas: Junes, 22 de abril - martes, 30 de abril

Times: 8:00 AM - 8:00 PM

horas:

*Closed Saturday and Sunday

* Cerrado sábado y domingo

Lubbock ISD Administration Office

Officina de Administration de Lubbock ISD 1628 19th Street, Lubbock, TX 79401

1628 calle 19 Room: Breezeway Sala: camino de briza Dates: Mon, April 22 - Tues, April 30

Fechas: lunes, 22 de abril - martes, 30 de abril

Times: 8:00 AM - 5:00 PM

horas:

*Closed Saturday and Sunday

* Cerrado sábado y domingo

New Deal Community Clubhouse

Centro Social de New Deal

309 S. Monroe Avenue, New Deal, TX 79403

309 avenida Monroe al sur Room: Community Room Sala: Salón Comunitario

Dates: Mon, April 22 - Tues, April 30

Fechas: lunes, 22 de abril - martes, 30 de abril

Times: 8:00 AM - 8:00 PM

horas:

*Closed Saturday and Sunday

* Cerrado sábado y domingo

Ransom Canyon City Hall

Oficina Municipal de Ransom Canyon 24 Lee Kitchens Dr., Lubbock, TX 79366

24 Lee Kitchens Dr Room: Council Chamber Sala: cámara del Consejo Dates: Mon, April 22 - Tues, April 30

Fechas: Iunes, 22 de abril - martes, 30 de abril

Times: 8:00 AM - 5:00 PM

*Closed Saturday and Sunday

* Cerrado sábado y domingo

Roosevelt ISD Arena

Arena del Distrito Escolar Independiente de Roosevelt

1301 CR 3300, Lubbock, TX 79403

1301 camino rural 3300 Room: West Concourse Sala: Explanada Oeste

Dates: Mon, April 22 - Tues, April 30

Fechas: lunes, 22 de abril - martes, 30 de abril

Times: 8:00 AM - 8:00 PM

horas:

*Closed Saturday and Sunday

* Cerrado sábado y domingo

Shallowater Community Center

Centro Social de Shallowater

900 Avenue H, Shallowater, TX 79363

900 avenida H

Room: Community Room Sala: Salón Comunitario

Dates: Mon, April 22 - Tues, April 30

Fechas: \unes, 22 de abril - martes, 30 de abril

Times: 8:00 AM - 8:00 PM

horas:

Slaton Community Clubhouse

Centro Comunitario de Slaton 750 W Garza St, Slaton TX 79364

750 calle Garza oeste Room: Community room Sala: Salón Comunitario

Dates: Mon, April 22 - Tues, April 30

Fechas: lunes, 22 de abril - martes, 30 de abril

Times: 8:00 AM - 8:00 PM

*Closed Saturday and Sunday * Cerrado sábado y domingo

horas:

*Closed Saturday and Sunday

* Cerrado sábado y domingo

Texas Tech University Student Recreation Center

Universidad de Texas Tech Centro de Recreación para Estudiantes

Texas Tech Campus Campus de Texas Tech Hartford Ave & Main Street, Lubbock, TX 79409 Calles avenida Hartford y calle Main

Dates: Mon, April 22 - Tues, April 30

Fechas: Junes, 22 de abril - martes, 30 de abril

Times: 8:00 AM - 8:00 PM

horas:

*Closed Saturday and Sunday

* Cerrado sábado y domingo

AGENDA ITEM 9: JOINT RESOLUTION FOR ELECTION

JOINT ELECTION RESOLUTION NO. R24-021324

WHEREAS, Chapter 31, Subchapter D, of the Texas Election Code authorizes the governing body of a political subdivision to contract with a County for the County's election officer's services for election services in an election ordered by the political subdivision; and

WHEREAS, Chapter 271 of the Texas Election Code provides for joint elections when an election is required upon the same day by two or more political subdivisions occupying all or part of the same county; and

WHEREAS, the Town of Ransom Canyon desires to contract with the Lubbock County election officer for election services for any City elections to be held through **September 30, 2024**; and

WHEREAS, several other political subdivisions within Lubbock County may also conduct elections on the same uniform date and may also have contracted with Lubbock County for the County election officer's services; and

WHEREAS, the City of Town of Ransom Canyon desires to conduct joint elections whenever possible with Lubbock County or with such governmental units of Lubbock County as are eligible and desire to conduct a joint election with the Town of Ransom Canyon as expressed by order, resolution or other official action for each particular uniform election date during the term of the contract; NOW THEREFORE:

BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF RANSOM CANYON:

THAT the City Council of the Town of Ransom Canyon hereby authorizes and directs the Mayor to execute the attached Contract for Election Services and any associated documents with Lubbock County for election services through **September 30, 2024**; and

THAT the said Contract for Elections Services shall be deemed a joint election agreement authorized by this Resolution with Lubbock County and those governmental units within Lubbock County that have executed a similar Contract for Election Services; that occupy all or part of the same county as the Town of Ransom Canyon; that are conducting elections on the same uniform election dates; and that desire and are eligible to conduct a joint elections with the Town of Ransom Canyon; and

THAT the City Secretary is hereby authorized and directed to make any necessary changes to the Election Notice/Order exhibits or otherwise to take such actions as may be necessary to carry out the purposes of this Resolution.

| Passed by vote and approved this <u>13th</u> | day ofFebruary | , 2024 |
|--|----------------|--------|
| ATTEST: | MAYOR | |
| For City Secretary | | |
| APPROVED AS TO CONTENT: | | |
| City Secretary | | |

AGENDA ITEM 10: CONTRACT WITH LUBBOCK COUNTY

THE STATE OF TEXAS §

COUNTY OF LUBBOCK §

CONTRACT FOR ELECTION SERVICES WITH LUBBOCK COUNTY, TEXAS FOR ALL JOINT ELECTIONS IN LUBBOCK COUNTY FISCAL YEAR 2024

THIS CONTRACT made by and between LUBBOCK COUNTY, TEXAS, acting by and through Roxzine Stinson, in her capacity as 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 held during Lubbock County's Fiscal Year, October 1, 2023, through September 30, 2024. 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 11.01, 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 Duo Version 2.5.3 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 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, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or its governing bodies.

Preparation of the necessary bilingual materials for notices and the language of the official ballot shall also be the responsibility of the Entity; however, the Lubbock County Elections Administrator will provide assistance if requested. 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.

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, on behalf of the Entity, 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.

The Entity will be charged \$15.00 an hour for each hour worked by the Presiding Election Judge and \$13.00 an hour for each hour worked by each Alternate Judge and Election Clerk, or at the rate set by the Lubbock County Commissioners Court which is current at the time of the election, whichever is higher. The Entity will be charged an additional \$25.00 flat rate compensation to each Election Judge for returning the supplies, the Judge's Verity Duo Scanner, and the voted thermal paper ballots to the Central Counting Station after the polls close on Election Day. The Entity will be charged \$15.00 per hour for each hour worked by the Phone Bank Technical Assistant, \$14.00 per hour for each hour worked by the Phone Bank Elections Assistant, and \$14.00 per hour for each hour worked by each Troubleshooter, plus mileage at the rate adopted by the Lubbock County Commissioner's Court, currently \$.655 for each mile traveled by each Early Voting Troubleshooter as per the IRS Notice 2023-03.

The Entity will be charged \$15.00 per hour for each hour worked by each Deputy Early Voting Clerk (Lead Clerk). The Entity will be charged \$13.00 per hour for each hour worked by each Deputy Early Voting Alternate Lead Clerk and Clerks. If the Lubbock County Commissioners Court authorizes an increase in pay for either clerk, the Entity will pay the rate set by the Lubbock County Commissioners Court at the time of the Election. The Entity will be charged \$15.00 per hour for each hour worked by the Phone Bank Technical Assistant, \$14.00 per hour for each hour worked by the Phone Bank Elections Assistant, and \$14.00 per hour for each hour worked by the Phone Bank Public Assistant. The Entity will be charged \$14.00 per hour for each hour worked by each Early Voting Troubleshooter, plus mileage at the rate adopted by the Lubbock County Commissioner's Court, currently \$.655 for each mile traveled by each Early Voting Troubleshooter as per the IRS Notice 2023-03.

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 \$15.00 per hour for each hour worked by the Early Voting Ballot Board Judge and \$13.00 per hour for each

hour worked by the Early Voting Ballot Board Alternate Judge and Clerks. The Entity will be charged \$15.00 per hour for each hour worked by the Central Count Judge and \$13.00 per hour for each hour worked by the Central Count Alternate Judge. If the Lubbock County Commissioners Court authorizes an increase in pay for either the clerks or judges, the Entity will pay the rate set by the Lubbock County Commissioners Court at the time of the Election. The Entity will be billed \$14.00 per hour for each hour worked by part-time personnel working in support of the Central Counting Station on election night. Part-time personnel working in support of the Central Counting Station 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 conduct training classes at an hourly rate of \$15.00 per hour for each hour worked by the Lead Trainer and Assistant Trainers.

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, as set by Lubbock County Commissioners, 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.

The hourly rates for the above listed categories of contractors and election workers will be determined following the conclusion of the current solicitation for temporary election workers, a process currently being completed by Lubbock County consistent with the provisions of the Texas Government Code. The price list for the provision of these services and all other contract fees consistent with Texas Election Code Sections 271 and 31.100 is attached as **Exhibit B** and incorporated herein by reference. The price list is subject to change based on action by the Lubbock County Commissioners Court.

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 fee list associated with these materials consistent with Texas Election Code Section 123 and Section 31 is attached as Exhibit B and incorporated herein by reference.

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

VI. EARLY VOTING

The 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 C.** 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 of how many voters checked-in at the polls 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 check-in at the polls each day of early voting to the media. The Elections Administrator will be responsible for posting the daily early voting rosters in person and by mail pursuant to Section 87.121 of the Texas Election Code

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 county chair of the political party whose candidate for governor received the highest number of votes in the county in the 2022 gubernatorial election shall appoint the Presiding Judge of the Early Voting Ballot Board. The county chair of the political party whose candidate for governor received the second highest number of votes in the county in the 2022 gubernatorial election shall appoint the Alternate 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 \$15.00 per hour for each hour worked by the Early Voting Ballot Board Judge and if needed, \$15.00 per hour plus markup for the Signature Verification Committee Judge as referenced in Exhibit B attached hereto. The Entity will be charged \$13.00 per hour for each of the other members of the Early Voting Ballot Board and Signature Verification Committee, as referenced in Exhibit B attached hereto. If the Lubbock County Commissioners Court authorizes an increase in pay for any judge or member of the Early Voting Ballot Board and Signature Committee, the Entity will pay the rate set by the Lubbock County Commissioners Court at the time of the Election.

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: Roxzine Stinson, Elections Administrator Kristen Phelps, Chief Deputy, Elections

Assistant Tabulation Supervisor: Karyn Cruz

Pursuant to Sec. 32.002 and 127.005, the County Chairs of the political parties whose candidate for governor received the highest and second highest number of votes in the county in the

2022 gubernatorial election will submit the names of persons who are eligible to serve as the Central Count Station Presiding Judge and the Alternate Judge to the Commissioners Court. The Commissioners Court must appoint the person who's name appears at the top of the list submitted by the political party who's gubernatorial candidate received the most votes in the 2022 election in the county to be Presiding Judge and the person whose name appears at the top of the list submitted by the political party whose gubernatorial candidate received the second most votes in the 2022 election in the county to be the Alternate Judge.

The Counting Station Manager or her representative shall deliver timely cumulative reports of the election results as vote centers report to the Central Counting Station as they are tabulated. The Counting Station Manager shall be responsible for releasing cumulative totals and vote center returns from the election to the Entity, prior to posting to the Elections Office website. 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 5:00 p.m. of the seventh day following the election date. The Entity shall be responsible for the official canvass of its election.

The Elections Administrator shall be responsible for conducting the post-election Partial 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.

With the assistance of the Elections Administrator, the Presiding Judge of the Central Counting Station shall provide and attest to a written reconciliation of votes and voters at the close of tabulation for election day and again after the central counting station meets for the last time to process late-arriving ballots by mail and provisional ballot. TEC Sec. 127.131(f). The form shall be posted on the Lubbock County website, www.votelubbock.org, along with election returns and results as prescribed by TEC Sec. 127.131(f).

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, pursuant to Section 31.100(d) of the Texas Election Code.

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 Center, who shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

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

The Elections Administrator shall 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.

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

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.

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.

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.

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.

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.

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.

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.

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.

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.

| | | • • | or equal | ioree, nas occi |
|----------------------|--|--|--|---|
| It has on the | day of | 20 | n | been executed |
| | | he Elections Administrator | r pursua | nt to the Texas |
| It has on the | day of | , 20 | 0 , | been executed |
| on behalf of the E | ntity by its | , p | oursuant | to the authority |
| of the | | , so authorizing; | | |
| | | | | |
| OF RANSOM CA | NYON ("THE E | ENTITY"): | | |
| | | | | |
| layor | | | | |
| | | APPROVED AS TO I | FORM: | |
| ary | | Attorney for the Entity | y | |
| OCK COUNTY: | | | | |
| TING OFFICER | | APPROVED AS TO FOR | M: | |
| nson Iministrator | | Assistant Criminal Distric | t Attorn | ey, |
| | It has on the on behalf of Lubb Election Code, so It has on the on behalf of the Election Code of the OF RANSOM CATALLY. OF RANSOM CATALLY. TING OFFICER | It has on the day of on behalf of Lubbock County by the Election Code, so authorizing; It has on the day of on behalf of the Entity by its of the OF RANSOM CANYON ("THE ENTITY OF THE | It has on theday of, 2 on behalf of Lubbock County by the Elections Administrato Election Code, so authorizing; It has on theday of, 2 on behalf of the Entity by its, so authorizing; OF RANSOM CANYON ("THE ENTITY"): Mayor APPROVED AS TO DESCRIPTION OF THE ENTITY" COCK COUNTY: FING OFFICER APPROVED AS TO FORM OF Inches To Form Inches The Entity Inches To Form Inches The Entity In | It has on theday of, 20, on behalf of Lubbock County by the Elections Administrator pursua Election Code, so authorizing; It has on theday of, 20, on behalf of the Entity by its, pursuant of the, so authorizing; OF RANSOM CANYON ("THE ENTITY"): MayorAPPROVED AS TO FORM: TaryAttorney for the Entity OCK COUNTY: TING OFFICER APPROVED AS TO FORM: Inson |

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, Roxzine Stinson, in her capacity as Lubbock County Elections Administrator, 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, Roxzine Stinson, shall serve as the Joint Elections Officer in her capacity as Elections Administrator. The Joint Elections Officer 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.

- 6. Pursuant to Sections 66.058 and 271.010 of the Election Code, the Entities appoint Roxzine Stinson, in her capacity as 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 as required by the federal guidelines.
- 8. Sign language interpreters will be provided at one location on each Tuesday of early voting. The sign language interpreters will be at the United Supermarket located at 2703 82nd Street, Lubbock, Texas, 79423 (more commonly known as the 82nd and Boston location) from 8:00 a.m. until 2 p.m. on the first Tuesday of early voting and from 2 p.m. until 8 p.m. on the second Tuesday of early voting.
- 9. 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.
- 10. 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 Texas Election Code.
- 11. 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 Roxzine Stinson, in her capacity as Lubbock County Elections Administrator, as the Joint Elections 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 Roxzine Stinson, in her capacity as Elections Administrator and Early Voting Clerk for Lubbock County, as the Joint 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 Joint Election Officer and authorized and ordered by the governing body of each participating Entity.

- 3. Each participating Entity will provide ballot language for their respective portion of the official ballot to the Elections Administrator in both English and Spanish. The Elections Administrator can assist with translations of orders, notices and ballot language with the actual cost being billed to the Entity. Any additions, modifications, deletions, or other changes to such ballot contents of language must be made by the Entity prior to the final proof approval by the Entity. The Elections Administrator will provide the participating Entity with a final proof of ballot language, as it is to appear on the ballot for final proof approval. Upon final proof approval, the ballot shall be programmed for the voting equipment in an expedited timeframe so as to allow ballot allocations.
- 4. 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 on behalf of the Entity. Each Entity has the option of proofing the ballot, or allowing the candidates to proof the ballot.
- 5. 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.
- 6. Each Entity is responsible to post the Entity's own Election Notices and Election Orders pursuant to Sections 1.006 and 4.003(b) of the Texas Election Code.
- 7. The Entity is responsible to provide the Elections Administrator <u>all</u> 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. County party chairs shall designate the Presiding Election Judge and the Alternate Presiding Election Judge to administer the election in each Vote Center. The Elections Administrator 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 and Alternate Presiding Election Judge 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, Roxzine Stinson, in her capacity as 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.

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. Pursuant to Sec. 32,002 and Sec. 127,005 of the Election Code, the County Chairs of the political parties whose candidate for governor received the highest and second highest number of votes in the county in the 2022 gubernatorial election will submit the names of persons eligible to serve as Presiding Judge and Alternate Presiding Judge of the Central Count Station to the Commissioners Court. The Commissioners Court will appoint the Presiding Judge and Alternate Presiding Judge of the Central Counting Station to maintain order at the Central Counting Station, to administer oaths as necessary to receive sealed Judge's Verity Ballot Scanners and other election equipment, 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. In addition, the Elections Administrator shall appoint a Tabulation Supervisor and Assistant 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 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.

AGENDA ITEM 11: RESOLUTION TO ADOPT ELECTION EQUIPMENT

RESOLUTION 021324-1 TO ADOPT USE OF HART INTERCIVIC VERITY DUO CONTROLLER VERSION 2.5.3, HART VERITY DUO WRITER VERSION 2.5.3, THE HART VERITY SCANNER VERSION 2.5.2, AND THE HART VERITY DUO GO

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, on August 24, 2020, the Hart Voting Systems Intercivic Verity Voting 2.0 system was upgraded to the Hart Voting Systems Intercivic Verity Voting 2.4 system; and

WHEREAS, on June 9, 2023 the Hart Verity Voting 2.4 system from Hart Intercivic will be upgraded pursuant to Section 129.003 of the Election Code to a voting system that will use, create, or display a paper record that may be read by the voter to the Hart Verity Duo Controller version 2.5.3, the Hart Verity Duo Writer version 2.5.3, all from Hart Intercivic; and

WHEREAS, Lubbock County Office of Elections will utilize the Hart Intercivic Verity Duo Controller version 2.5.3, the Hart Verity Duo Writer version 2.5.3, the Hart Verity Scanner version 2.5.2 and the Hart Verity Duo GO to conduct elections on behalf of Town of Ransom Canyon; and

WHEREAS, the Hart Verity Duo Controller version 2.5.3, the Hart Verity Duo Writer version 2.5.3, the Hart Verity Scanner version 2.5.2, and the Hart Verity Duo GO, all from Hart Intercivic, have been certified by both the Texas Secretary of State and the United States Election Assistance Commission; and

NOW, THEREFORE, BE IT RESOLVED the (entity name), the body responsible for contracting to have election conducted on behalf of (entity), ADOPTS the Hart Verity Duo Controller version 2.5.1, the Hart Verity Duo Writer version 2.5.1, the Hart Verity Scanner version 2.5.2, and the Hart Verity Duo GO, all from Hart Intercivic for use in elections in Lubbock County; and

2.5.2, and the Hart Verity Duo GO, all from Hart Intercivic for use in elections in Lubbock County; and

BE IT FINALLY RESOLVED that the (entity name) of Lubbock County, Texas, adopts the Hart Verity Duo Controller version 2.5.3, the Hart Verity Duo Writer version 2.5.3, the Hart Verity Scanner version 2.5.2, and the Hart Verity Duo GO, all from Hart Intercivic to be used at the Lubbock County Central Count for processing early voting by mail paper ballots, early voting paper Limited Ballots, all Provisional Ballots, all early voting locations for early voting in person and election-day polling locations for in person voting in Lubbock County.

Duly adopted by vote of the (entity name) of Lubbock County, Texas on the ____ day of February, 2024.

| EXECUTED this | day of reordary, 2024. | |
|---------------|------------------------|--|
| | | |
| | (Mayor) | |

| APPROVED AS TO FORM: | |
|----------------------------|--|
| | |
| Jennifer Irlheck CDA-Civil | |

AGENDA ITEM 12: NOTICE OF ELECTION

la pagina marcado Anexo A

NOTICE OF GENERAL ELECTION FOR MUNICIPALITIES AVISO DE ELECCIÓN GENERAL PARA MUNICIPIOS

| To the registered voters of the County of Lubboo | ck, Texas: |
|--|---|
| (A los votantes registrados del Condado de Lubb | ock , Texas) |
| Notice is hereby given that the polling places listed May / 04 / 2024 for voting in a general e | |
| countywide polling place program is being use (El Día de Elección, los votantes deberán vo | eción citadas abajo se abrirán desde las 7:00 a.m. para votar en la elección general para elegir el Pueblo de Ransom Canyon, Tejas. precinct where registered to vote, unless the |
| elección.) Location of Election Day Polling PlacesInclude Name of Building and Address (Sitios de votación el Día de Elección) (Incluir Nombre del Edificio y Dirección) Locations of Polling Places are as Indicated on Exhibit Los sitios de votacion como se indican el la pagina ma | Precinct Number(s) (Número de precinto) t B. |
| During early voting, a voter may vote at any of | |
| Location of Main Early Voting Polling Place Include Name of Building and Address (Sitio principal de votación adelantada) (Incluir Nombre del Edificio y Dirección) | Days and Hours of Operation Dias y Horas Hábiles |
| 1308 Crickets Ave, Lubbock, TX 79401 | 8:00 a.m 8:00 p.m., except Sunday, April 28, 2024 |
| Locations for Branch Early Voting Polling Places Include Name of Building and Address (Sitios sucursal de votación adelantada) (Incluir Nombre del Edificio y Dirección) | Days and Hours of Operation Días y Horas Hábiles |
| Locations for Early Voting are Listed in Exhibit A Votacion Adelantada en persona esta listaro en | |

Applications for ballot by mail shall be mailed to:

(Las solicitudes para boletas que se votarán adelantada por correo deberán enviarse a:)

Roxzine Stinson

Name of Early Voting Clerk

(Nombre del Secretario/a de la Votación Adelantada)

1308 Crickets Avenue, 1308 Avenida Crickets

Address (Dirección)

Lubbock, TX 7

City (Ciudad) Zip Code (CódigoPostal)

(806) 775-1776

Telephone Number (Número de teléfono)

votelubbock@lubbockcounty.gov

Email Address (Dirección de Correo Electrónico)

www.votelubbock.org

Early Voting Clerk's Website (Sitio web del Secretario/a de Votación Adelantada)

Applications for Ballots by Mail (ABBMs) must be received no later than the close of business on: (Las solicitudes para boletas que se votarán adelantada por correo deberán recibirse no más tardar de las horas de negocio el:)

04 / 23 /2024 (date)(fecha)

Federal Post Card Applications (FPCAs) must be received no later than the close of business on: (La Tarjeta Federal Postal de Solicitud deberán recibirse no más tardar de las horas de negocio el:)

04 / 23 /2024

(date)(fecha)

| Issued this14t | h day of | , February | | 2024 . | |
|------------------|------------|----------------|----------|--------|---|
| (day) | | (month) | | (year) | _ |
| Emitada este dia | 14 de | Febrero, | 2024 | | |
| | (día) | (mes) | (año) | | |
| | | | | | |
| Signa | ture of Ma | yor (Firma dei | Alcalde) | | |

May 4, 2024 Cities and Schools General and Special Elections (Elecciones General y Especial de Ciudades y Escuelas el 4 de Mayo de 2024)

NOTICE OF EARLY VOTING

AVISO DE VOTACIÓN ANTICIPADA

Early Voting by personal appearance for the May 4, 2024
Cities and Schools General and Special Elections

ALL EARLY POLLING LOCATIONS ON THE DATES, TIMES, AND LOCATIONS LISTED BELOW:

Votación Adelantada para las Elecciones General y Especial de Ciudades y Escuelas el 4 de mayo, 2024 serán conducidas en LAS FECHAS, HORARIOS Y SITIOS LISTADOS ABAJO:

EARLY VOTING DATES: Monday, April 22 – Tuesday, April 30, 2024

(Fechas de Votación Adelantada: Lunes, 22 de abril- Martes, 30 de abril del 2024)

Main Early Voting Polling Place

Lugar principal de la votación anticipada

Lubbock County Elections Office

Oficina de Elecciones del Condado de Lubbock

1308 Crickets Ave, Lubbock, TX 79401

1308 avenida Crickets Room: Public Room Sala: salón público Dates: Mon, April 22 – Tues, April 30 Fechas: lunes, 22 de abril - martes, 30 de abril

Times:

8:00 AM - 8:00 PM

EXCEPT Sunday, April 28

MENOS el domingo, 28 de abril

12:00 PM - 6:00 PM

Early Voting Branch Polling Places

Votacion Anticipada en los Sitios de Votacion Auxiliares

United Supermarkets

Supermercados United

All Locations listed below:

Todas las ubicaciones se enumeran a continuación:

United - 2630 Parkway Dr., Lubbock, TX 79403 (Parkway & Beech Ave)

2630 unidad Parkway (calle Parkway y avenida Beech)

United - 401 Slide Road, Lubbock, TX 79416 (4th & Slide)

401 calle Slide (calle 4 y camino Slide)

United - 6313 4th St., Lubbock, TX 79416 (4th & Milwaukee)

6313 calle 4 (calle 4 y avenida Milwaukee)

United - 1701 50th St., Lubbock, TX 79412 (50th & Avenue Q)

1701 calle 50 (calle 50 y avenida Q)

United - 2703 82nd St., Lubbock, TX 79423 (82nd & Boston Ave)

2703 calle 82 (calle 82 y avenida Boston)

United - 8010 Frankford Ave., Lubbock, TX 79424 (82nd & Frankford)

8010 avenida Frankford (calle 82 y avenida Frankford)

United - 12815 Indiana Ave., Lubbock, TX 79423 (130th & Indiana)

12815 avendia Indiana (calle 130 y avenida Indiana)

United - 11310 Slide Rd, Lubbock, TX 79424 (114th & Slide)

11310 camino Slide (calle 114 y camino Slide)

Amigos - 112 N University Ave., Lubbock, TX 79415 (University & Auburn)

112 avenida Universidad norte (avenida Universidad y calle Auburn)

Market Street - 4425 19th St., Lubbock, TX 79407 (19th & Quaker)

4425 calle 19 (calle 19 y avenida Quaker)

Market Street - 3405 50th St., Lubbock, TX 79413 (50th & Indiana)

3405 calle 50 (calle 50 y avenida Indiana)

Market Street - 4205 98th St., Lubbock, TX 79423 (98th & Quaker)

4205 calle 98 (calle 98 y avenida Quaker)

Dates: Mon, April 22 - Tues, April 30

Fechas: lunes, 22 de abril - martes, 30 de abril

Times: 8:00 AM - 8:00 PM

horas:

EXCEPT Sunday, April 28th
MENOS el domingo, 28 de abril

12:00 PM - 6:00 PM

Abernathy City Hall

Oficina Municipal de Abernathy 811 Avenue D, Abernathy, TX 79311

811 avenida D

Room: Community Room Sala: Salón Comunitario

Dates: Mon. April 22 - Tues, April 30

Fechas: lunes, 22 de abril - martes, 30 de abril

Times: 8:00 AM - 8:00 PM

horas:

*Closed Saturday and Sunday

* Cerrado sábado y domingo

Casey Administration Building

Edificio de Administración Casey 501 7th Street, Wolfforth, TX 79382

501 calle 7 Room: No. 4 Sala: Núm. 4 Dates: Mon, April 22 - Tues, April 30

Fechas: Junes, 22 de abril - martes, 30 de abril

Times: 8:00 AM - 8:00 PM

horas:

*Closed Saturday and Sunday

* Cerrado sábado y domingo

Citizens Tower

Citizens Tower 1314 Avenue K (1st Floor) Lubbock, TX 79401

1314 avenida k Room: Lobby Sala: vestíbulo

Dates: Mon, April 22 - Tues, April 30

Fechas: lunes, 22 de abril - martes, 30 de abril

horas:

Times: 8:00 AM - 5:00 PM

*Closed Saturday and Sunday Cerrado sábado y domingo

Idalou Community Center

Centro Social de Idalou

202 W. 7th Street, Idalou, TX 79329

202 calle 7 oeste

Room: Community Room Sala: Salón Comunitario

Dates: Mon, April 22 - Tues, April 30

Fechas: lunes, 22 de abril - martes, 30 de abril

Times: 8:00 AM - 8:00 PM

horas:

*Closed Saturday and Sunday

* Cerrado sábado y domingo

Lubbock ISD Administration Office

Officina de Administration de Lubbock ISD 1628 19th Street, Lubbock, TX 79401

1628 calle 19 Room: Breezeway

Sala: camino de briza

Dates: Mon, April 22 - Tues, April 30

Fechas: Iunes, 22 de abril - martes, 30 de abril

Times: 8:00 AM - 5:00 PM

horas:

*Closed Saturday and Sunday

* Cerrado sábado y domingo

New Deal Community Clubhouse

Centro Social de New Deal

309 S. Monroe Avenue, New Deal, TX 79403

309 avenida Monroe al sur Room: Community Room Sala: Salón Comunitario

Dates: Mon, April 22 - Tues, April 30

Fechas: lunes, 22 de abril - martes, 30 de abril

Times: 8:00 AM - 8:00 PM

horas:

*Closed Saturday and Sunday

* Cerrado sábado y domingo

Ransom Canyon City Hall

Oficina Municipal de Ransom Canyon

24 Lee Kitchens Dr., Lubbock, TX 79366

24 Lee Kitchens Dr Room: Council Chamber

Sala: cámara del Consejo

Dates: Mon, April 22 - Tues, April 30

Fechas: lunes, 22 de abril - martes, 30 de abril

Times: 8:00 AM - 5:00 PM

horas:

*Closed Saturday and Sunday

* Cerrado sábado y domingo

Roosevelt ISD Arena

Arena del Distrito Escolar Independiente de Roosevelt

1301 CR 3300, Lubbock, TX 79403

1301 camino rural 3300 Room: West Concourse Sala: Explanada Oeste

Dates: Mon, April 22 - Tues, April 30

Fechas: lunes, 22 de abril - martes, 30 de abril

Times: 8:00 AM - 8:00 PM

*Closed Saturday and Sunday * Cerrado sábado y domingo

horas:

Shallowater Community Center

Centro Social de Shallowater

900 Avenue H, Shallowater, TX 79363

900 avenida H

Room: Community Room Sala: Salón Comunitario

Dates: Mon, April 22 - Tues, April 30

Fechas: Junes, 22 de abril - martes, 30 de abril

Times: 8:00 AM - 8:00 PM

horas:

*Closed Saturday and Sunday * Cerrado sábado y domingo

Dates: Mon, April 22 – Tues, April 30

Fechas: lunes, 22 de abril - martes, 30 de abril

Times: 8:00 AM - 8:00 PM

horas:

Slaton Community Clubhouse Centro Comunitario de Slaton

750 W Garza St, Slaton TX 79364

750 calle Garza oeste Room: Community room Sala: Salon Comunitario

*Closed Saturday and Sunday

* Cerrado sábado y domingo

Texas Tech University Student Recreation Center

Universidad de Texas Tech Centro de Recreación para Estudiantes

Texas Tech Campus Campus de Texas Tech

Hartford Ave & Main Street, Lubbock, TX 79409

Calles avenida Hartford y calle Main

Dates: Mon, April 22 - Tues, April 30

Fechas: Iunes, 22 de abril - martes, 30 de abril

Times: 8:00 AM - 8:00 PM

horas:

*Closed Saturday and Sunday

* Cerrado sábado y domingo

(Elecciones General y Especial de Ciudades y Escuelas el 7 de Mayo de 2024)

Vote Center Locations

(Lugares de Centros de Votación)

Saturday, May 4, 2024 (sábado, 4 de mayo de 2024) 7:00 A.M. – 7:00 P.M.

***American Sign Language Interpreters available

***Intérpretes de Lenguaje de Señas disponibles

Abernathy City Hall – 811 Avenue D (Community Room), Abernathy, 79311 (Alcaldia de Abernathy – 811 avenida D, Abernathy, salón comunitario)

Bacon Heights Baptist Church – 5110 54th St (2 Commons Room), Lubbock, 79414 (Iglesia Bautista Bacon Heights – 5110 calle 54, Salón Comunal 2)

Broadview Baptist Church - 1302 N Frankford Ave (Fellowship Hall), Lubbock, 79416 (Iglesia Bautista Broadview - 1302 Avenida Frankford Norte, sala de compañerismo)

Broadway Church of Christ – 1924 Broadway (Foyer) Lubbock, 79401 (Iglesia de Cristo Broadway – 1924 calle Broadway, Vestíbulo)

Casey Administration Building – 501 7th St (Room No. 104), Wolfforth, 79382 (Edificio de Administración Casey – 501 Calle 7, Salón No. 104)

Catholic Diocese of Lubbock – 4620 4th St (Archbishop Michael J Sheehan Hall), Lubbock, 79416 (Diócesis Católica de Lubbock – 4620 Calle 4, Salón del Arzobispo Michael J Sheehan)

Cavazos Middle School – 210 N University Ave (Gym), Lubbock, 79415 (Escuela Intermedia Cavazos – 210 Avenida Universidad Norte, gimnasio)

Celebration Christian Center – 8001 Upland Ave (Sanctuary), Lubbock, 79424 (Centro Cristiano de Celebración – 8001 Avenida Upland, Santuario)

Church on the Rock – 10503 Slide Rd (Café Area), Lubbock, 79424*** (Iglesia Sobre la Roca – 10503 Camino Slide, área del café)

Copper Rawlings Senior Center – 213 40th St (Social Hall), Lubbock, 79404 (Centro para personas mayores de Copper Rawlings – 213 calle 40, Salón Social)

Elks Lodge No. 1348 – 3409 Milwaukee Ave (Lodge Hall), Lubbock, 79407 (Elks Lodge Núm. 1348 – 3409 Avenida Milwaukee, vestíbulo)

First Assembly of God Church – 3801 98th St (Classroom), Lubbock, 79423 (Primera Iglesia Asambleas de Dios – 3801 Calle 98, salón de clase)

Green Lawn Church of Christ – 5701 19th St (Entry Hall), Lubbock, 79407 (Iglesia de Cristo Green Lawn – 5701 Calle 19, vestíbulo de entrada)

Heritage Middle School – 6110 73rd St (Library), Lubbock, 79424 (Escuela Intermedio Heritage – 6110 Calle 73, biblioteca)

Hodges Community Center – 4011 University Ave (Social Hall), Lubbock, 79413 (Centro Social Hodges – 4011 Avenida Universidad, Salón Social)

Idalou Community Center – 202 W 7th St, Idalou, 79329 (Centro Social de Idalou – 202 Calle 7 Oeste)

Lubbock - Cooper ISD Administrative Offices -13807 Indiana Ave, Lubbock, 79423 (Lubbock - Oficinas administrativas de Cooper ISD - 13807 Indiana Ave TX-79423)

Lubbock-Cooper North Elementary School – 3202 108th St (Gym), Lubbock, 79423 (Escuela Primaria Lubbock-Cooper North – 3202 Calle 108, gimnasio)

Lubbock ISD Administration Office – 1628 19th St (Breezeway), Lubbock, 79401 (Officina de Administration de Lubbock ISD – 1628 calle 19, camino de briza)

Mae Simmons Community Center – 2004 Oak Ave (Activity Room), Lubbock, 79403 (Centro Social Mae Simmons – 2004 Avenida Oak, salón de actividades)

Maggie Trejo Supercenter – 3200 Amherst Street (Rodgers Community Center Social Hall), Lubbock, 79415 (Supercentro Maggie Trejo – 3200 calle Amherst, Rodgers Community Center Salón Social)

Matthews Academy High School – 417 N Akron Ave (Gym), Lubbock, 79415 (Escuela Secundaria Matthews Academy – 417 N Akron Ave, gimnasio)

Mattress Firm – 6707 Slide Rd (Breakroom), Lubbock, 79424 (Mattress Firm – 6707 camino Slide, salón de descanso)

New Deal Community Clubhouse – 309 S Monroe Ave, New Deal, 79350 (Centro Social de New Deal – 309 Avenida Monroe Sur, New Deal)

Parsons Elementary School – 2811 58th St (Gym), Lubbock, 79413 (Escuela Primaria Parsons – 2811 Calle 58, gimnasio)

Patterson Library – 1836 Parkway Dr (Community Room), Lubbock, 79403 (Biblioteca Patterson – 1836 Avenida Parkway, salón comunitario)

Preston Smith Elementary School – 5707 Dover Ave (Foyer), Lubbock, 79424*** (Escuela primaria Preston Smith – 5707 Dover Ave, vestíbulo)

Ransom Canyon City Hall – 24 Lee Kitchens Dr, Lubbock (Council Chamber) 79366 (Oficina Municipal de Ransom Canyon – 24 Lee Kitchens Dr)

Roberts Elementary School – 7901 Avenue P (Gym), Lubbock, 79423 (Escuela Primaria Roberts – 7901 Avenida P, gimnasio)

Roosevelt ISD Arena (west concourse) – 1301 CR 3300, Lubbock, 79403 (Arena del Distrito Escolar Independiente de Roosevelt – 1301 camino rural 3300, Roosevelt)

Roscoe Wilson Elementary School – 2807 25th St (Gym), Lubbock, 79410 (Escuela Primaria Roscoe Wilson – 2807 Calle 25, gimnasio)

Shallowater Community Center – 902 Avenue H, Shallowater, 79363 (Centro Social de Shallowater – 902 Avenida H)

Slaton Community Clubhouse – 750 W Garza St. (Community Room), Slaton, 79364 (Centro Comunitario de Slaton– 750 oeste de la calle Garza, Este, salón comunitario)

South Plains Church of Christ – 6802 Elkhart Ave (Gym Area), Lubbock, 79424 (Iglesia de Cristo South Plains – 6802 Avenida Elkhart, área del gimnasio)

Sunset Church of Christ, (Powerhouse) – 3625 34th St, Lubbock, 79410 (Iglesia de Cristo Sunset, Powerhouse – 3625 Calle 34)

Sutherlands HomeBase – 3701 50th St (Near Lighting Section), Lubbock, 79413 (Sutherlands HomeBase – 3701 Calle 50, cerca de la sección de iluminación)

Terra Vista Middle School – 1111 Upland Ave (Library), Lubbock, 79416 (Escuela Intermedia Terra Vista – 1111 Avenida Upland, biblioteca)

Texas Tech University Student Union Building – 15th street and Akron Avenue –
Student Union Building, Lubbock, 79409
(Edificio de la Unión de Estudiantes de la Universidad Texas Tech - Calle 15 y Akron Avenue)

YWCA – 6501 University Ave – Front Room, Lubbock, 79413 (YWCA – 6501 Universidad Ave - habitación del frente)

AGENDA ITEM 13: ELECTION LOCATIONS AND JUDGES LIST

May 4, 2024 Cities and Schools General and Special Elections (Elecciones General y Especial de Ciudades y Escuelas el 4 de Mayo de 2024)

NOTICE OF EARLY VOTING AVISO DE VOTACIÓN ANTICIPADA

Early Voting by personal appearance for the May 4, 2024
Cities and Schools General and Special Elections

ALL EARLY POLLING LOCATIONS ON THE DATES, TIMES, AND LOCATIONS LISTED BELOW:

Votación Adelantada para las Elecciones General y Especial de Ciudades y Escuelas el 4 de mayo, 2024 serán conducidas en LAS FECHAS, HORARIOS Y SITIOS LISTADOS ABAJO:

EARLY VOTING DATES: Monday, April 22 - Tuesday, April 30, 2024

(Fechas de Votación Adelantada: Lunes, 22 de abril- Martes, 30 de abril del 2024)

Main Early Voting Polling Place

Lugar principal de la votación anticipada

Lubbock County Elections Office

Oficina de Elecciones del Condado de Lubbock 1308 Crickets Ave, Lubbock, TX 79401

1308 avenida Crickets

Room: Public Room Sala: salón público Dates: Mon, April 22 - Tues, April 30

Fechas: lunes, 22 de abril - martes, 30 de abril

8:00 AM - 8:00 PM

horas:

EXCEPT Sunday, April 28

MENOS el domingo, 28 de abril

12:00 PM - 6:00 PM

Early Voting Branch Polling Places

Votacion Anticipada en los Sitios de Votacion Auxiliares

United Supermarkets

Supermercados United

All Locations listed below:

Todas las ubicaciones se enumeran a continuación:

United - 2630 Parkway Dr., Lubbock, TX 79403 (Parkway & Beech Ave)

2630 unidad Parkway (calle Parkway y avenida Beech)

United - 401 Slide Road, Lubbock, TX 79416 (4th & Slide)

401 calle Slide (calle 4 y camino Slide)

United - 6313 4th St., Lubbock, TX 79416 (4th & Milwaukee)

6313 calle 4 (calle 4 y avenida Milwaukee)

United - 1701 50th St., Lubbock, TX 79412 (50th & Avenue Q)

1701 calle 50 (calle 50 y avenida Q)

United - 2703 82nd St., Lubbock, TX 79423 (82nd & Boston Ave)

2703 calle 82 (calle 82 y avenida Boston)

United - 8010 Frankford Ave., Lubbock, TX 79424 (82nd & Frankford)

8010 avenida Frankford (calle 82 y avenida Frankford)

United - 12815 Indiana Ave., Lubbock, TX 79423 (130th & Indiana)

12815 avendia Indiana (calle 130 y avenida Indiana)

United - 11310 Slide Rd, Lubbock, TX 79424 (114th & Slide)

11310 camino Slide (calle 114 y camino Slide)

Amigos - 112 N University Ave., Lubbock, TX 79415 (University & Auburn)

112 avenida Universidad norte (avenida Universidad y calle Auburn)

Market Street - 4425 19th St., Lubbock, TX 79407 (19th & Quaker)

4425 calle 19 (calle 19 y avenida Quaker)

Market Street - 3405 50th St., Lubbock, TX 79413 (50th & Indiana)

3405 calle 50 (calle 50 y avenida Indiana)

Market Street - 4205 98th St., Lubbock, TX 79423 (98th & Quaker)

4205 calle 98 (calle 98 y avenida Quaker)

Dates: Mon, April 22 – Tues, April 30

Fechas: Junes, 22 de abril - martes, 30 de abril

Times: 8:00 AM - 8:00 PM

horas:

EXCEPT Sunday, April 28th

MENOS el domingo, 28 de abril

12:00 PM - 6:00 PM

Abernathy City Hall

Oficina Municipal de Abernathy

811 Avenue D, Abernathy, TX 79311

811 avenida D

Room: Community Room Sala: Salón Comunitario

Dates: Mon, April 22 - Tues, April 30

Fechas: lunes, 22 de abril - martes, 30 de abril

Times: 8:00 AM - 8:00 PM

horas:

*Closed Saturday and Sunday

* Cerrado sábado y domingo

Casey Administration Building

Edificio de Administración Casey

501 7th Street, Wolfforth, TX 79382

501 calle 7 Room: No. 4 Sala: Núm. 4 Dates: Mon, April 22 - Tues, April 30

Fechas: lunes, 22 de abril - martes, 30 de abril

Times: 8:00 AM - 8:00 PM

horas:

*Closed Saturday and Sunday

* Cerrado sábado y domingo

Citizens Tower

Citizens Tower 1314 Avenue K (1st Floor) Lubbock, TX 79401

1314 avenida k Room: Lobby Sala: vestibulo

Dates: Mon, April 22 - Tues, April 30

Fechas: Junes, 22 de abril - martes, 30 de abril

Times: 8:00 AM - 5:00 PM

*Closed Saturday and Sunday * Cerrado sábado y domingo

horas:

Idalou Community Center Centro Social de Idalou

202 W. 7th Street, Idalou, TX 79329

202 calle 7 oeste

Room: Community Room Sala: Salón Comunitario

Dates: Mon, April 22 - Tues, April 30 Fechas: lunes, 22 de abril - martes, 30 de abril

Times: 8:00 AM - 8:00 PM

horas:

* Cerrado sábado y domingo

*Closed Saturday and Sunday

Lubbock ISD Administration Office Officina de Administration de Lubbock ISD

1628 19th Street, Lubbock, TX 79401

1628 calle 19 Room: Breezeway Sala: camino de briza Dates: Mon, April 22 - Tues, April 30

Fechas: Iunes, 22 de abril - martes, 30 de abril

Times: 8:00 AM - 5:00 PM

horas:

*Closed Saturday and Sunday

Cerrado sábado y domingo

New Deal Community Clubhouse

Centro Social de New Deal

309 S. Monroe Avenue, New Deal, TX 79403

309 avenida Monroe al sur Room: Community Room Sala: Salón Comunitario

Dates: Mon, April 22 - Tues, April 30

Fechas: Junes, 22 de abril - martes, 30 de abril

Times: 8:00 AM - 8:00 PM

horas:

*Closed Saturday and Sunday

* Cerrado sábado y domingo

Ransom Canyon City Hall

Oficina Municipal de Ransom Canyon 24 Lee Kitchens Dr., Lubbock, TX 79366

24 Lee Kitchens Dr Room: Council Chamber Sala: cámara del Consejo Dates: Mon, April 22 - Tues, April 30

Fechas: lunes, 22 de abril - martes, 30 de abril

Times: 8:00 AM - 5:00 PM

horas:

*Closed Saturday and Sunday

* Cerrado sábado y domingo

Roosevelt ISD Arena

Arena del Distrito Escolar Independiente de Roosevelt

1301 CR 3300, Lubbock, TX 79403

1301 camino rural 3300 Room: West Concourse Sala: Explanada Oeste

Dates: Mon, April 22 - Tues, April 30

Fechas: lunes, 22 de abril - martes, 30 de abril

Times: 8:00 AM - 8:00 PM

*Closed Saturday and Sunday * Cerrado sábado y domingo

horas:

Shallowater Community Center

Centro Social de Shallowater 900 Avenue H, Shallowater, TX 79363

900 avenida H

Room: Community Room Sala: Salón Comunitario

Dates: Mon, April 22 - Tues, April 30

Fechas: lunes, 22 de abril - martes, 30 de abril

Times: 8:00 AM - 8:00 PM

*Closed Saturday and Sunday * Cerrado sábado y domingo

horas:

Slaton Community Clubhouse

Centro Comunitario de Slaton 750 W Garza St, Slaton TX 79364

750 calle Garza oeste Room: Community room Sala: Salón Comunitario

Dates: Mon, April 22 - Tues, April 30

Fechas: lunes, 22 de abril - martes, 30 de abril

Times: 8:00 AM - 8:00 PM

horas:

*Closed Saturday and Sunday

* Cerrado sábado y domingo

Texas Tech University Student Recreation Center

Universidad de Texas Tech Centro de Recreación para Estudiantes

Texas Tech Campus Campus de Texas Tech Hartford Ave & Main Street, Lubbock, TX 79409 Calles avenida Hartford y calle Main

Dates: Mon, April 22 - Tues, April 30

Fechas: lunes, 22 de abril - martes, 30 de abril

8:00 AM - 8:00 PM

horas:

*Closed Saturday and Sunday

* Cerrado sábado y domingo

(Elecciones General y Especial de Ciudades y Escuelas el 7 de Mayo de 2024)

Vote Center Locations

(Lugares de Centros de Votación)

Saturday, May 4, 2024 (sábado, 4 de mayo de 2024) 7:00 A.M. – 7:00 P.M.

***American Sign Language Interpreters available

* * * Intérpretes de Lenguaje de Señas disponibles

Abernathy City Hall – 811 Avenue D (Community Room), Abernathy, 79311 (Alcaldía de Abernathy – 811 avenida D, Abernathy, salón comunitario)

Bacon Heights Baptist Church – 5110 54th St (2 Commons Room), Lubbock, 79414 (Iglesia Bautista Bacon Heights – 5110 calle 54, Salón Comunal 2)

Broadview Baptist Church – 1302 N Frankford Ave (Fellowship Hall), Lubbock, 79416 (Iglesia Bautista Broadview – 1302 Avenida Frankford Norte, sala de compañerismo)

Broadway Church of Christ – 1924 Broadway (Foyer) Lubbock, 79401 (Iglesia de Cristo Broadway – 1924 calle Broadway, Vestíbulo)

Casey Administration Building - 501 7th St (Room No. 104), Wolfforth, 79382 (Edificio de Administración Casey - 501 Calle 7, Salón No. 104)

Catholic Diocese of Lubbock – 4620 4th St (Archbishop Michael J Sheehan Hall), Lubbock, 79416 (Diócesis Católica de Lubbock – 4620 Calle 4, Salón del Arzobispo Michael J Sheehan)

Cavazos Middle School – 210 N University Ave (Gym), Lubbock, 79415 (Escuela Intermedia Cavazos – 210 Avenida Universidad Norte, gimnasio)

Celebration Christian Center -- 8001 Upland Ave (Sanctuary), Lubbock, 79424 (Centro Cristiano de Celebración -- 8001 Avenida Upland, Santuario)

Church on the Rock – 10503 Slide Rd (Café Area), Lubbock, 79424*** (Iglesia Sobre la Roca – 10503 Camino Slide, área del café)

Copper Rawlings Senior Center – 213 40th St (Social Hall), Lubbock, 79404 (Centro para personas mayores de Copper Rawlings – 213 calle 40, Salón Social)

Elks Lodge No. 1348 – 3409 Milwaukee Ave (Lodge Hall), Lubbock, 79407 (Elks Lodge Núm. 1348 – 3409 Avenida Milwaukee, vestíbulo)

First Assembly of God Church – 3801 98th St (Classroom), Lubbock, 79423 (Primera Iglesia Asambleas de Dios – 3801 Calle 98, salón de clase)

Green Lawn Church of Christ – 5701 19th St (Entry Hall), Lubbock, 79407 (Iglesia de Cristo Green Lawn – 5701 Calle 19, vestíbulo de entrada)

Heritage Middle School – 6110 73rd St (Library), Lubbock, 79424 (Escuela Intermedio Heritage – 6110 Calle 73, biblioteca)

Hodges Community Center – 4011 University Ave (Social Hall), Lubbock, 79413 (Centro Social Hodges – 4011 Avenida Universidad, Salón Social)

Idalou Community Center – 202 W 7th St, Idalou, 79329 (Centro Social de Idalou – 202 Calle 7 Oeste)

Lubbock – **Cooper ISD Administrative Offices** –13807 Indiana Ave, Lubbock, 79423 (Lubbock - Oficinas administrativas de Cooper ISD – 13807 Indiana Ave TX-79423)

Lubbock-Cooper North Elementary School – 3202 108th St (Gym), Lubbock, 79423 (Escuela Primaria Lubbock-Cooper North – 3202 Calle 108, gimnasio)

Lubbock ISD Administration Office – 1628 19th St (Breezeway), Lubbock, 79401 (Officina de Administration de Lubbock ISD – 1628 calle 19, camino de briza)

Mae Simmons Community Center – 2004 Oak Ave (Activity Room), Lubbock, 79403 (Centro Social Mae Simmons – 2004 Avenida Oak, salón de actividades)

Maggie Trejo Supercenter – 3200 Amherst Street (Rodgers Community Center Social Hall), Lubbock, 79415 (Supercentro Maggie Trejo – 3200 calle Amherst, Rodgers Community Center Salón Social)

Matthews Academy High School – 417 N Akron Ave (Gym), Lubbock, 79415 (Escuela Secundaria Matthews Academy – 417 N Akron Ave, gimnasio)

Mattress Firm – 6707 Slide Rd (Breakroom), Lubbock, 79424 (Mattress Firm – 6707 camino Slide, salón de descanso)

New Deal Community Clubhouse – 309 S Monroe Ave, New Deal, 79350 (Centro Social de New Deal – 309 Avenida Monroe Sur, New Deal)

Parsons Elementary School – 2811 58th St (Gym), Lubbock, 79413 (Escuela Primaria Parsons – 2811 Calle 58, gimnasio)

Patterson Library – 1836 Parkway Dr (Community Room), Lubbock, 79403 (Biblioteca Patterson – 1836 Avenida Parkway, salón comunitario)

Preston Smith Elementary School – 5707 Dover Ave (Foyer), Lubbock, 79424*** (Escuela primaria Preston Smith – 5707 Dover Ave, vestíbulo)

Ransom Canyon City Hall – 24 Lee Kitchens Dr, Lubbock (Council Chamber) 79366 (Oficina Municipal de Ransom Canyon – 24 Lee Kitchens Dr)

Roberts Elementary School – 7901 Avenue P (Gym), Lubbock, 79423 (Escuela Primaria Roberts – 7901 Avenida P, gimnasio)

Roosevelt ISD Arena (west concourse) – 1301 CR 3300, Lubbock, 79403 (Arena del Distrito Escolar Independiente de Roosevelt – 1301 camino rural 3300, Roosevelt)

Roscoe Wilson Elementary School – 2807 25th St (Gym), Lubbock, 79410 (Escuela Primaria Roscoe Wilson – 2807 Calle 25, gimnasio)

Shallowater Community Center – 902 Avenue H, Shallowater, 79363 (Centro Social de Shallowater – 902 Avenida H)

Slaton Community Clubhouse – 750 W Garza St. (Community Room), Slaton, 79364 (Centro Comunitario de Slaton– 750 oeste de la calle Garza, Este, salón comunitario)

South Plains Church of Christ – 6802 Elkhart Ave (Gym Area), Lubbock, 79424 (Iglesia de Cristo South Plains – 6802 Avenida Elkhart, área del gimnasio)

Sunset Church of Christ, (Powerhouse) – 3625 34th St, Lubbock, 79410 (Iglesia de Cristo Sunset, Powerhouse – 3625 Calle 34)

Sutherlands HomeBase – 3701 50th St (Near Lighting Section), Lubbock, 79413 (Sutherlands HomeBase – 3701 Calle 50, cerca de la sección de iluminación)

Terra Vista Middle School – 1111 Upland Ave (Library), Lubbock, 79416 (Escuela Intermedia Terra Vista – 1111 Avenida Upland, biblioteca)

Texas Tech University Student Union Building -- 15th street and Akron Avenue -- Student Union Building, Lubbock, 79409 (Edificio de la Unión de Estudiantes de la Universidad Texas Tech - Calle 15 y Akron Avenue)

YWCA – 6501 University Ave – Front Room, Lubbock, 79413 (YWCA – 6501 Universidad Ave - habitación del frente)

May 4, 2024 Cities and Schools and Special Elections (Elecciones General y Especial de Ciudades y Escuelas el 7 de Mayo de 2024)

| ABERNATHY CITY HALL, 811 Avenue D, Abernathy | |
|---|--------------------|
| Judge | Sharon Kirkwood |
| BACON HEIGHTS BAPTIST CHURCH, 5110 54th St | |
| Judge | Mel Sanchez |
| BROADVIEW BAPTIST CHURCH, 1302 N Frankford Ave | |
| Judge | Danny Rather |
| BROADWAY CHURCH OF CHRIST, 1924 Broadway Lubbock, TX 79401 | |
| Judge | Ellen Abreo |
| CASEY ADMINISTRATION BUILDING - 501 7th Street, Wolfforth | |
| Judge | Randy Whitson |
| CATHOLIC DIOCESE - 4620 4th Street | |
| Judge | Ortencia Saldivar |
| CAVAZOS MIDDLE SCHOOL, 210 N University Ave | |
| Judge | Debbie Christenson |
| CELEBRATION CHRISTIAN CENTER, 8001 Upland Ave | |
| Judge | Judy Curry |
| CHURCH ON THE ROCK, 10503 Slide Rd | |
| Judge | Victor Griffin |

(Elecciones General y Especial de Ciudades y Escuelas el 7 de Mayo de 2024)

| COPPER RAWLINGS SENIOR CENTER | |
|---|-----------------|
| Judge | Lisa Kirkwood |
| ELKS LODGE NO. 1348, 3409 Milwaukee Ave | |
| Judge | Mark Moore |
| FIRST ASSEMBLY OF GOD CHURCH, 3801 98th St | |
| Judge | Jenny Bustillos |
| GREEN LAWN CHURCH OF CHRIST, 5701 19th St | |
| Judge | Davy Davison |
| HERITAGE MIDDLE SCHOOL - 6110 73rd Street | |
| Judge | Patricia Finch |
| HODGES COMMUNITY CENTER, 4011 University Avenue Lubbook, TX 79413 | |
| Judge | Cindy Stinson |
| IDALOU COMMUNITY CENTER, 202 W 7th St Idalou, TX 79329 | |
| Judge | Don Taylor |
| LUBBOCK-GOOPER NORTH ELEMENTARY, 3202 108th St Lubbock, TX 79423 | |
| Judge | Penny Pierce |
| LUBBOCK COOPER ISD ADMIN OFFICE, 13807 Indiana Ave Lubbock, TX 79423 | |
| Judge | Diana Segura |

(Elecciones General y Especial de Ciudades y Escuelas el 7 de Mayo de 2024)

| Judges List | |
|--|---------------------|
| MAE SIMMONS COMMUNITY CENTER, 2004 Oak Ave Lubbock, TX 79403 | |
| Judge | Alma Gopie-Johnson |
| MAGGIE TREJO SUPERCENTER, 3200 Amherst St. Lubbock, TX 79424 | |
| Judge | Gordon Lee |
| MATTHEWS ACADEMY HIGH SCHOOL, 417 N Akron Ave Lubbock, TX 79415 | |
| Judge | Margarita Castillon |
| MATTRESS FIRM, 6707 Slide Rd Lubbock, TX 79424 | |
| Judge | Jayme Mowery |
| NEW DEAL COMMUNITY CLUBHOUSE, 309 S Monroe Ave New Deal, TX 79350 | |
| Judge | Nancy Obenhaus |
| PARSONS ELEMENTARY, 2811 58th St Lubbock, TX 79413 | |
| Judge | Megan Taylor |
| PATTERSON LIBRARY, 1836 Parkway Dr Lubbock, TX 79403 | |
| Judge | Robert Trejo |
| PRESTON SMITH ELEMENTARY, 8707 Dover Ave Lubbock, TX 79424 | |
| Judge | Tina Overman |
| RANSOM CANYON CITY HALL, 24 Lee Kitchens Dr Lubbock, TX 79366 | |
| Judge | Glen Mullins |

(Elecciones General y Especial de Ciudades y Escuelas el 7 de Mayo de 2024)

| ROBERTS ELEMENTARY, 7901 Avenue P Lubbock, TX 79423 | |
|--|----------------------|
| Judge | Penny Morin |
| ROOSEVELT ISD ARENA, 1301 CR 3300 Lubbock, TX 79403 | |
| Judge | Cheyenne Reynolds |
| ROSCOE WILSON ELEMENTARY, 2807 25th St Lubbock, TX 79410 | |
| Judge | Hedy Coffman |
| SHALLOWATER COMMUNITY CENTER, 902 Avenue H Shallowater, TX 79363 | |
| Judge | Remington Griffin |
| SLATON COMMUNITY CLUBHOUSE, 750 W Garza St Slaton, TX | 79364 |
| Judge | Adrianne Cash-Cotton |
| SOUTH PLAINS CHURCH OF CHRIST, 6802 Elkhart Ave Lubbock, TX 79424 | |
| Judge | Eddie Payne |
| SUNSET CHURCH OF CHRIST, Powerhouse, 3651 34th St Lubbock, TX 79410 | |
| Judge | Lisa Hiracheta |
| SUTHERLANDS HOME BASE, 3701 50th street | |
| Judge | Barbara St. Croix |
| TERRA VISTA MIDDLE SCHOOL, 1111 Upland Ave. Lubbock, TX 79416 | |
| Judge | Christina Hughes |

(Elecciones General y Especial de Ciudades y Escuelas el 7 de Mayo de 2024)

| TTU STUDENT UNION BUILDING, 15th St and Akron Ave Lubbock TX 79409 | |
|--|--------------|
| Judge | Sara Looten |
| YWCA, 6501 University Ave Lubbock, TX 79413 | |
| Judge | Brenda Davis |

STAFF REPORTS

RANSOM CANYON POLICE DEPT.

| 01. Total Traffic Stops: | 240 ' | |
|------------------------------------|-------|--------|
| | | |
| 02. Location of Stop: | | |
| a. City Street | 204 | 85.00% |
| b. US Highway | 1 | 0.42% |
| c. County Road | 35 | 14.58% |
| d. State Highway | 0 | 0.00% |
| e. Private Property or Other | 0 | 0.00% |
| 03. Was Race known prior to Stop: | | |
| a. NO | 239 | 99.58% |
| b. YES | 1 | 0.42% |
| 04. Race or Ethnicity: | | |
| a. Alaska/ Native American/ Indian | 0 | 0.00% |
| b. Asian/ Pacific Islander | 4 | 1.67% |
| c. Black | 8 | 3.33% |
| d. White | 169 | 70.42% |
| e. Hispanic/ Latino | 59 | 24.58% |
| 05. Gender: | | |
| a. Female | 94 | 39.17% |
| i. Alaska/ Native American/ Indian | 0 | 0.00% |
| ii. Asian/ Pacific Islander | 2 | 0.83% |
| iii. Black | 2 | 0.83% |
| iv. White | 65 | 27.08% |
| v. Hispanic/ Latino | 25 | 10.42% |
| b. Male | 146 | 60.83% |
| i. Alaska/ Native American/ Indian | 0 | 0.00% |
| ii. Asian/ Pacific Islander | 2 | 0.83% |
| iii. Black | 6 | 2.50% |
| iv. White | 104 | 43.33% |
| v. Hispanic/ Latino | 34 | 14.17% |
| 06. Reason for Stop: | | |
| a. Violation of Law | 8 | 3.33% |
| i. Alaska/ Native American/ Indian | 0 | 0.00% |
| ii. Asian/ Pacific Islander | 1 | 12.50% |

| iii. Błack | 0 | 0.00% |
|------------------------------------|-----|--------|
| iv. White | 4 | 50.00% |
| v. Hispanic/ Latino | 3 | 37.50% |
| b. Pre-Existing Knowledge | 0 | 0.00% |
| i. Alaska/ Native American/ Indian | 0 | |
| ii. Asian/ Pacific Islander | 0 | |
| iii. Błack | 0 | |
| iv. White | 0 | |
| v. Hispanic/ Latino | 0 | |
| c. Moving Traffic Violation | 172 | 71.67% |
| i. Alaska/ Native American/ Indian | 0 | 0.00% |
| ii. Asian/ Pacific Islander | 3 | 1.74% |
| iii. Black | 5 | 2.91% |
| iv. White | 125 | 72.67% |
| v. Hispanic/ Latino | 39 | 22.67% |
| d. Vehicle Traffic Violation | 60 | 25.00% |
| i. Alaska/ Native American/ Indian | 0 | 0.00% |
| ii. Asian/ Pacific Islander | 0 | 0.00% |
| iii. Black | 3 | 5.00% |
| iv. White | 40 | 66.67% |
| v. Hispanic/ Latino | 17 | 28.33% |
| 07. Was a Search Conducted: | | |
| a. NO | 211 | 87.92% |
| i. Alaska/ Native American/ Indian | 0 | 0.00% |
| ii. Asian/ Pacific Islander | 4 | 1.90% |
| iii. Black | 7 | 3.32% |
| iv. White | 154 | 72.99% |
| v. Hispanic/Latino | 46 | 21.80% |
| b. YES | 29 | 12.08% |
| i. Alaska/ Native American/ Indian | 0 | 0.00% |
| ii. Asian/ Pacific Islander | 0 | 0.00% |
| iii. Błack | 1 | 3.45% |
| iv. White | 15 | 51.72% |
| v. Hispanic/ Latino | 13 | 44.83% |
| 08. Reason for Search: | | |
| a. Consent | 7 | 2.92% |
| | | |

| i. Alaska/ Native American/ Indian | 0 | 0.00% |
|-------------------------------------|----------|--------|
| ii. Asian/ Pacific Islander | 0 | 0.00% |
| iii. Black | | 0.00% |
| iv. White | 3 | 42.86% |
| v. Hispanic/ Latino | 4 | 57.14% |
| b. Contraband in Plain View | 0 | 0.00% |
| i. Alaska/ Native American/ Indian | 0 | |
| ii. Asian/ Pacific Islander | 0 | |
| iii. Black | 0 | |
| iv. White | 0 | |
| v. Hispanic/ Latino | 0 | |
| c. Probable Cause | 22 | 9.17% |
| ii. Alaska/ Native American/ Indian | 0 | 0.00% |
| i. Asian/ Pacific Islander | 0 | 0.00% |
| iii. Black | 1 | 4.55% |
| iv. White | 12 | 54.55% |
| v. Hispanic/ Latino | 9 | 40.91% |
| d. Inventory | 0 | 0.00% |
| i. Alaska/ Native American/ Indian | 0 | |
| ii. Asian/ Pacific Islander | 0 | |
| iii. Black | 0 | |
| iv. White | 0 | |
| v. Hispanic/ Latino | O | |
| e. Incident to Arrest | 0 | 0.00% |
| i. Alaska/ Native American/ Indian | 0 | |
| ii. Asian/ Pacific Islander | 0 | |
| iii. Black | 0 | |
| iv. White | 0 | |
| v. Hispanic/ Latino | 0 | |
| 09. Was Contraband Discovered: | | |
| YES | 25 | 10.42% |
| i. Alaska/ Native American/ Indian | 0 | 0.00% |
| Finding resulted in arrest - YES | 0 | |
| Finding resulted in arrest - NO | 0 | |
| ii. Asian/ Pacific Islander | 0 | 0.00% |
| Finding resulted in arrest - YES | 0 | |
| Finding resulted in arrest - NO | 0 | |
| iii. Black | 1 | 4.00% |

1/30/2024

| Finding resulted in arrest - NO | 1 | |
|------------------------------------|----|---------|
| iv. White | 14 | 56.00% |
| Finding resulted in arrest - YES | 0 | 30.0070 |
| Finding resulted in arrest - NO | 14 | |
| | 10 | 40.00% |
| v. Hispanic/ Latino | 0 | 40.00% |
| Finding resulted in arrest - YES | | |
| Finding resulted in arrest - NO | 10 | 1.67% |
| o. NO | 4 | |
| i. Alaska/ Native American/ Indian | 0 | 0.00% |
| i. Asian/ Pacific Islander | 0 | 0.00% |
| iii. Black | 0 | 0.00% |
| iv. White | 1 | 25.00% |
| v. Hispanic/ Latino | 3 | 75.00% |
| 0. Description of Contraband: | | |
| Drugs | 15 | 6.25% |
| i. Alaska/ Native American/ Indian | 0 | 0.00% |
| ii. Asian/ Pacific Islander | 0 | 0.00% |
| iii. Black | 0 | 0.00% |
| iv. White | 7 | 46.67% |
| v. Hispanic/ Latino | 8 | 53.33% |
| b. Currency | 0 | 0.00% |
| i. Alaska/ Native American/ Indian | 0 | |
| ii. Asian/ Pacific Islander | 0 | |
| iii. Black | 0 | |
| iv. White | 0 | |
| v. Hispanic/ Latino | 0 | |
| . Weapons | 1 | 0.42% |
| i. Alaska/ Native American/ Indian | 0 | 0.00% |
| ii. Asian/ Pacific Islander | 0 | 0.00% |
| iii. Black | 1 | 100.00% |
| iv. White | 0 | 0.00% |
| v. Hispanic/ Latino | 0 | 0.00% |
| d. Alcohol | 9 | 3.75% |
| i. Alaska/ Native American/ Indian | 0 | 0.00% |
| ii. Asian/ Pacific Islander | 0 | 0.00% |
| iii. Black | 0 | 0.00% |
| iv. White | 7 | 77.78% |

1/30/2024 4 of 7

| slen Property laska/ Native American/ Indian sian/ Pacific Islander ack White lispanic/ Latino lian/ Pacific Islander ack White American/ Indian lian/ Pacific Islander ack White lispanic/ Latino lisult of Stop: rbal Warning laska/ Native American/ Indian sian/ Pacific Islander ack White lispanic/ Latino laska/ Native American/ Indian sian/ Pacific Islander ack White lispanic/ Latino ation laska/ Native American/ Indian sian/ Pacific Islander ack White lispanic/ Latino ation laska/ Native American/ Indian sian/ Pacific Islander ack White lispanic/ Latino ation laska/ Native American/ Indian sian/ Pacific Islander ack White lispanic/ Latino ritten Warning and Arrest laska/ Native American/ Indian | 2 | 22.22% |
|--|------|--------|
| sian/ Pacific Islander ack White Ispanic/ Latino Islander | 0 | 0.00% |
| ack White Itispanic/ Latino Iter Iaska/ Native American/ Indian Ian/ Pacific Islander ack White Itispanic/ Latino Issult of Stop: Irbal Warning Iaska/ Native American/ Indian Isian/ Pacific Islander ack White Itispanic/ Latino Itten Warning Iaska/ Native American/ Indian Isian/ Pacific Islander Iaska/ Native American/ Indian Isian/ Pacific Islander Isian/ | 0 | |
| White Itispanic/ Latino Iter Ilaska/ Native American/ Indian Itian/ Pacific Islander ack White Ilispanic/ Latino Issult of Stop: Irbal Warning Ilaska/ Native American/ Indian sian/ Pacific Islander ack White Ilispanic/ Latino Iter Warning Illspanic/ Latino Iter Warning Illspanic/ Latino Iter Warning Illspanic/ Latino Iter Warning Ilaska/ Native American/ Indian Islander | 0 | |
| lispanic/ Latino ler laska/ Native American/ Indian lian/ Pacific Islander ack White lispanic/ Latino sult of Stop: rbal Warning laska/ Native American/ Indian sian/ Pacific Islander ack White lispanic/ Latino ritten Warning laska/ Native American/ Indian sian/ Pacific Islander ack White lispanic/ Latino ritten Warning laska/ Native American/ Indian sian/ Pacific Islander lack White lispanic/ Latino ation laska/ Native American/ Indian sian/ Pacific Islander lack White lispanic/ Latino ation laska/ Native American/ Indian sian/ Pacific Islander lack White lispanic/ Latino ation laska/ Native American/ Indian sian/ Pacific Islander lack White lispanic/ Latino ritten Warning and Arrest | 0 | |
| laska/ Native American/ Indian lian/ Pacific Islander ack White lispanic/ Latino stult of Stop: rbal Warning laska/ Native American/ Indian sian/ Pacific Islander ack White lispanic/ Latino ritten Warning laska/ Native American/ Indian sian/ Pacific Islander ack White lispanic/ Latino ritten Warning laska/ Native American/ Indian sian/ Pacific Islander ack White dispanic/ Latino ation laska/ Native American/ Indian sian/ Pacific Islander ack White dispanic/ Latino ation laska/ Native American/ Indian sian/ Pacific Islander ack White dispanic/ Latino ation laska/ Native American/ Indian sian/ Pacific Islander ack White dispanic/ Latino ritten Warning and Arrest | 0 | |
| laska/ Native American/ Indian ian/ Pacific Islander ack White Ilispanic/ Latino stult of Stop: rbal Warning laska/ Native American/ Indian sian/ Pacific Islander ack White Ilispanic/ Latino ritten Warning laska/ Native American/ Indian sian/ Pacific Islander ack White Ilispanic/ Latino ritten Warning laska/ Native American/ Indian sian/ Pacific Islander ack White Ilispanic/ Latino ation laska/ Native American/ Indian sian/ Pacific Islander ack White Ilispanic/ Latino ation laska/ Native American/ Indian sian/ Pacific Islander ack White Ilispanic/ Latino ation laska/ Native American/ Indian sian/ Pacific Islander ack White Ilispanic/ Latino ritten Warning and Arrest | 0 | |
| ian/ Pacific Islander ack White Ilispanic/ Latino Issult of Stop: Irbal Warning Iaska/ Native American/ Indian Isian/ Pacific Islander Isian/ Pacific | 0 | 0.00% |
| ack White Ilispanic/ Latino stult of Stop: Thal Warning Ilaska/ Native American/ Indian Sian/ Pacific Islander ack White Ilispanic/ Latino Titten Warning Ilaska/ Native American/ Indian Sian/ Pacific Islander Ilaska/ Native American/ Indian | 0 | |
| White Ilispanic/ Latino Issult of Stop: Issul | 0 | |
| dispanic/ Latino dispanic/ Latino dispanic/ Latino dispanic/ Stop: dispanic/ Stop: dispanic/ Stop: dispanic/ Islander dispanic/ Latino ditten Warning dispanic/ Islander dispanic/ Latino dispanic/ Lat | 0 | |
| result of Stop: rebal Warning laska/ Native American/ Indian sian/ Pacific Islander ack White dispanic/ Latino ritten Warning laska/ Native American/ Indian sian/ Pacific Islander dack White dispanic/ Latino ation laska/ Native American/ Indian sian/ Pacific Islander dack White dispanic/ Latino ation laska/ Native American/ Indian sian/ Pacific Islander dack White dispanic/ Latino ation laska/ Native American/ Indian sian/ Pacific Islander dack White dispanic/ Latino ritten Warning and Arrest | 0 | |
| rbal Warning laska/ Native American/ Indian sian/ Pacific Islander ack White lispanic/ Latino ritten Warning laska/ Native American/ Indian sian/ Pacific Islander lack White lispanic/ Latino ation laska/ Native American/ Indian sian/ Pacific Islander lack White lispanic/ Latino ation laska/ Native American/ Indian sian/ Pacific Islander lack White lispanic/ Latino ation laska/ Native American/ Indian sian/ Pacific Islander lack White lispanic/ Latino ritten Warning and Arrest | 0 | |
| laska/ Native American/ Indian sian/ Pacific Islander ack White lispanic/ Latino ritten Warning laska/ Native American/ Indian sian/ Pacific Islander lack White lispanic/ Latino ation laska/ Native American/ Indian sian/ Pacific Islander lack White lispanic/ Latino ation laska/ Native American/ Indian sian/ Pacific Islander lack White lispanic/ Latino article Islander lack White lispanic/ Latino ritten Warning and Arrest | | |
| sian/ Pacific Islander ack White dispanic/ Latino ritten Warning laska/ Native American/ Indian sian/ Pacific Islander dack White dispanic/ Latino ation laska/ Native American/ Indian sian/ Pacific Islander dispanic/ Latino ation laska/ Native American/ Indian sian/ Pacific Islander dack White dispanic/ Latino ritten Warning and Arrest | 18 | 4.17% |
| ack White Hispanic/ Latino Fitten Warning Haska/ Native American/ Indian Sian/ Pacific Islander Hispanic/ Latino Haska/ Native American/ Indian Haska/ Native American/ Indian Haska/ Native American/ Indian Haska/ Native American/ Indian Haska/ Pacific Islander Haska/ White Hispanic/ Latino Fitten Warning and Arrest | 0 | 0.00% |
| White dispanic/ Latino ditten Warning laska/ Native American/ Indian sian/ Pacific Islander dispanic/ Latino ation laska/ Native American/ Indian sian/ Pacific Islander dispanic/ Latino ation laska/ Native American/ Indian sian/ Pacific Islander dack White dispanic/ Latino ritten Warning and Arrest | 0 | 0.00% |
| lispanic/ Latino ritten Warning laska/ Native American/ Indian sian/ Pacific Islander lack White dispanic/ Latino ation laska/ Native American/ Indian sian/ Pacific Islander lack White dispanic/ Latino ation laska/ Native American/ Indian sian/ Pacific Islander lack White dispanic/ Latino ritten Warning and Arrest | 1 | 10.00% |
| ritten Warning laska/ Native American/ Indian sian/ Pacific Islander lack White dispanic/ Latino ation laska/ Native American/ Indian sian/ Pacific Islander ack White dispanic/ Latino ritten Warning and Arrest | 9 | 90.00% |
| laska/ Native American/ Indian sian/ Pacific Islander lack White dispanic/ Latino laska/ Native American/ Indian sian/ Pacific Islander lack White dispanic/ Latino ritten Warning and Arrest | 0 | 0.00% |
| sian/ Pacific Islander lack White dispanic/ Latino ation laska/ Native American/ Indian sian/ Pacific Islander lack White dispanic/ Latino ritten Warning and Arrest | 1565 | 65.00% |
| lack Vhite dispanic/ Latino ation laska/ Native American/ Indian sian/ Pacific Islander lack Vhite dispanic/ Latino ritten Warning and Arrest | 0 | 0.00% |
| Vhite dispanic/ Latino ation laska/ Native American/ Indian sian/ Pacific Islander lack Vhite dispanic/ Latino ritten Warning and Arrest | 4 | 2.56% |
| dispanic/ Latino ation laska/ Native American/ Indian sian/ Pacific Islander ack White dispanic/ Latino ritten Warning and Arrest | 5 | 3.21% |
| ation laska/ Native American/ Indian sian/ Pacific Islander ack White Hispanic/ Latino ritten Warning and Arrest | 114 | 73.08% |
| laska/ Native American/ Indian sian/ Pacific Islander lack White Hispanic/ Latino ritten Warning and Arrest | 33 | 21.15% |
| sian/ Pacific Islander ack Vhite Hispanic/ Latino ritten Warning and Arrest | (74) | 30.83% |
| ack Vhite Hispanic/ Latino ritten Warning and Arrest | 0 | 0.00% |
| Vhite Hispanic/ Latino ritten Warning and Arrest | 0 | 0.00% |
| Hispanic/ Latino ritten Warning and Arrest | 2 | 2.70% |
| ritten Warning and Arrest | 46 | 62.16% |
| | 26 | 35.14% |
| laska/ Native American/ Indian | 0 | 0.00% |
| | 0 | |
| sian/ Pacific Islander | 0 | |
| lack | 0 | |
| Vhite | 0 | |
| dispanic/ Latino | 0 | |

1/30/2024 5 of 7

| e, Citation and Arrest | 0 0.00% |
|------------------------------------|---------|
| i. Alaska/ Native American/ Indian | 0 |
| ii. Asian/ Pacific Islander | 0 |
| iii. Black | 0 |
| iv. White | 0 |
| v. Hispanic/ Latino | 0 |
| f. Arrest | 0 0.00% |
| i. Alaska/ Native American/ Indian | 0 |
| ii. Asian/ Pacific Islander | 0 |
| iii. Black | 0 |
| iv. White | 0 |
| v. Hispanic/ Latino | |
| 12. Arrest Based On: | |
| a. Violation of Penal Code | 0 0.00% |
| i. Alaska/ Native American/ Indian | 0 |
| ii. Asian/ Pacific Islander | 0 |
| iii. Black | 0 |
| iv. White | 0 |
| v. Hispanic/ Latino | 0 |
| b. Violation of Traffic Law | 0 0.00% |
| i. Alaska/ Native American/ Indian | 0 |
| ii. Asian/ Pacific Islander | 0 |
| iii. Black | 0 |
| iv. White | 0 |
| v. Hispanic/ Latino | 0 |
| c. Violation of City Ordinance | 0 0.00% |
| i. Alaska/ Native American/ Indian | 0 |
| ii. Asian/ Pacific Islander | 0 |
| iii. Black | 0 |
| iv. White | 0 |
| v. Hispanic/ Latino | 0 |
| d. Outstanding Warrant | 0 0.00% |
| i. Alaska/ Native American/ Indian | 0 |
| ii. Asian/ Pacific Islander | 0 |
| iii. Black | 0 |
| iv. White | 0 |
| v. Hispanic/Latino | 0 |

1/30/2024 6 of 7

13. Was Physical Force Used:

| a. NO | 240 | 100.00% | |
|--|-----|---------|--|
| i. Alaska/ Native American/ Indian | 0 | 0.00% | |
| ii. Asian/ Pacific Islander | 4 | 1.67% | |
| iii. Black | 8 | 3.33% | |
| iv. White | 159 | 66.25% | |
| v. Hispanic/Latino | 59 | 24.58% | |
| b. YES | 0 | 0.00% | |
| i. Alaska/ Native American/ Indian | 0 | | |
| ii. Asian/ Pacific Islander | 0 | | |
| iii. Black | 0 | | |
| iv. White | 0 | | |
| v. Hispanic/ Latino | 0 | | |
| b 1. YES: Physical Force Resulting in Bodily Injury to Suspect | 0 | | |
| b 2. YES: Physical Force Resulting in Bodily Injury to Officer | 0 | | |
| b 3. YES: Physical Force Resulting in Bodily Injury to Both | 0 | | |
| 14. Total Number of Racial Profiling Complaints Received: | 0 | | |

REPORT DATE COMPILED 01/30/2024