



CITY OF MANSFIELD

1200 E. Broad St.
Mansfield, TX 76063
mansfieldtexas.gov

Meeting Agenda

City Council

Monday, February 22, 2021

3:30 PM

Council Chambers

REGULAR MEETING

THIS MEETING WILL BE HELD BY VIDEO CONFERENCING. To participate, please register at

https://mansfieldtexas.zoom.us/webinar/register/WN_vy379F28TZGoTKVXiHvQ by 7:00 p.m. on Monday, February 22, 2021 or join by telephone at 1-888-788-0099 (Toll Free). If joining by phone, please provide the Webinar ID number and password below:

Webinar ID: 936-0458-7334

Passcode: 1234567

Citizen comments may also be submitted through the city's website

www.mansfieldtexas.gov or by sending an email to susana.marin@mansfieldtexas.gov.

All comments must be submitted by 3:30 p.m. on Monday, February 22, 2021.

Comments received will be read into the record by the Mayor or the City Secretary.

1. 3:30 P.M. - CALL MEETING TO ORDER

2. WORKSESSION

Review of Existing Procurement Policies

* Troy Lestina, Director of Finance for the City of Mansfield

* Andre McEwing, Manager of Supplier Diversity for Tarrant County College District

* Andrew Nash, Director of Operations for Dallas Fort Worth Minority Supplier Development Council

3. RECESS INTO EXECUTIVE SESSION

Pursuant to Section 551.071, Texas Government Code, the Council reserves the right to convene in Executive Session(s), from time to time as deemed necessary during this meeting for any posted agenda item, to receive advice from its attorney as permitted by law.

**A. Pending or Contemplated Litigation or to Seek the Advice of the City Attorney
Pursuant to Section 551.071**

Seek Advice of City Attorney Regarding Pending Litigation - Cause No. 348-270155-14

B. Discussion Regarding Possible Purchase, Exchange, Lease, or Value of Real Property Pursuant to Section 551.072

Possible Land Sale of MEDC Owned Property in the Mansfield International Business Park

C. Personnel Matters Pursuant to Section 551.074

D. Deliberation Regarding Commercial or Financial Information Received From or the Offer of a Financial or Other Incentive Made to a Business Prospect Seeking to Locate, Stay or Expand in or Near the Territory of the City and with which the City is Conducting Economic Development Negotiations Pursuant to Section 551.087

4. 6:50 P.M. – COUNCIL BREAK PRIOR TO REGULAR BUSINESS SESSION

5. 7:00 PM OR IMMEDIATELY FOLLOWING EXECUTIVE SESSION - RECONVENE INTO REGULAR BUSINESS SESSION

6. INVOCATION

7. PLEDGE OF ALLEGIANCE

8. TEXAS PLEDGE

"Honor the Texas Flag; I Pledge Allegiance to Thee, Texas, One State Under God; One and Indivisible"

9. PRESENTATION

Recognition of Employee Heath Woodard

10. CITIZEN COMMENTS

Citizens wishing to address the Council on non-public hearing agenda items and items not on the agenda may do so at this time. Due to regulations of the Texas Open Meetings Act, please do not expect a response from the Council as they are not able to do so. THIS WILL BE YOUR ONLY OPPORTUNITY TO SPEAK UNLESS YOU ARE SPEAKING ON A SCHEDULED PUBLIC HEARING ITEM. After the close of the citizen comments portion of the meeting only comments related to public hearings will be heard. All comments are limited to five (5) minutes.

In order to be recognized during the "Citizen Comments" or during a Public Hearing (applicants included), please complete a blue or yellow card located at the Assistant City Secretary's seating place. Please present the card to the Assistant City Secretary prior to the start of the meeting.

11. COUNCIL ANNOUNCEMENTS

12. SUB-COMMITTEE REPORTS**13. STAFF COMMENTS**

In addition to matters specifically listed below, Staff comments may include updates on ongoing or proposed projects and address of posted agenda items.

A. City Manager Report or Authorized Representative

Current/Future Agenda Items

Update on Emergency Management - Greg Cutler, Emergency Management Coordinator for the City of Mansfield

Library Strategic Plan Update - Yolanda Botello

Garbage and Recycling Reroutes Feedback and Advertising Update - Howard Redfearn

Citizen Satisfaction Survey - Theresa Cohagen and Belinda Willis

14. TAKE ACTION NECESSARY PURSUANT TO EXECUTIVE SESSION**15. CONSENT AGENDA**

All matters listed under consent agenda have been previously discussed, require little or no deliberation, or are considered to be routine by the council. If discussion is desired, then an item will be removed from the consent agenda and considered separately. Otherwise, approval of the consent agenda authorizes the City Manager to implement each item in accordance with staff's recommendation.

ITEMS TO BE REMOVED FROM THE CONSENT AGENDA

[21-3948](#)

Resolution - A Resolution of the City of Mansfield, Texas, Authorizing the Fire Chief to Act as the City's Representative in all Matters Relating to the Mutual Aid Agreement with the Tarrant County Emergency Services District No. 1

Presenters: Mike Ross

Attachments: [Resolution](#)

[Mutual Aid Agreement](#)

[21-3960](#)

Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Authorizing the Execution of a Joint Election Agreement and Contract with Johnson County Elections Administrator to Perform Election Services for the May 1, 2021 General Election; and Providing an Effective Date

Presenters: Susana Marin

Attachments: [Resolution](#)

[2021 Joint Election Agreement](#)

[Exhibit A & B \(Polling Locations\)](#)

[Exhibit C \(Cost Estimate\)](#)

- [21-3961](#) Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Authorizing the Execution of a Joint Election Agreement and Contract with Ellis County Elections Administrator to Perform Election Services for the May 1, 2021 General Election; and Providing an Effective Date

Presenters: Susana Marin

Attachments: [Resolution](#)

[Joint Election Agreement with Exhibits](#)

- [21-3959](#) Minutes - Approval of the February 8, 2021 Regular City Council Meeting Minutes

Presenters: Susana Marin

Attachments: [Draft 2-8-21 City Council Meeting Minutes](#)

END OF CONSENT AGENDA

16. PUBLIC HEARING AND RESOLUTION

- [21-3963](#) Resolution - Public Hearing and Resolution Approving and Endorsing the 2021 (47th year) Community Development Block Grant Project for Pond Street (East Broad Street to Lake Street)

Presenters: Bart VanAmburgh

Attachments: [Resolution](#)

[Census Block Group Outline](#)

17. NEW BUSINESS

- [21-3962](#) Resolution - A Resolution Authorizing Funding in an Amount Not to Exceed \$650,100.00 and Approval of Contracts, Including Design Services with Graver, to Prepare the US 287 Frontage Road Utility Relocations and 30-Inch Water Line Project for Public Bidding and Construction (Utility Fund)

Presenters: Bart VanAmburgh

Attachments: [Resolution](#)

[Location Map](#)

- [21-3964](#) Discussion - Discussion and Possible Action by the City Council of the City of Mansfield, Texas Regarding the Review of Existing Procurement Policies

Presenters: Troy Lestina

- [21-3965](#) Discussion - Discussion and Possible Action to Approve a Resolution of

the Mansfield City Council to the Texas State Legislature in Support of Legislation that Prohibits Electricity Providers from Selectively Turning Off Power Supply to Other Critical Public Infrastructure Such as Regional Water Districts, Water Treatment Plants, and Sewer Lift Stations

Presenters: Joe Smolinski

Attachments: [Proposed Resolution](#)

18. ADJOURN

CERTIFICATION

THIS IS TO CERTIFY THAT A COPY OF THE NOTICE OF the February 22, 2021 Regular City Council Agenda was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website, mansfieldtexas.gov, on Thursday, February 18, 2021 prior to 5:00 p.m., in compliance with Chapter 551, Texas Government Code.

Susana Marin, City Secretary

Approved as to form:

City Attorney

DATE OF POSTING: _____ TIME: _____ am/pm

DATE TAKEN DOWN: _____ TIME: _____ am/pm

This facility is ADA compliant. If you plan to attend this public meeting and have a disability that requires special arrangements, please call (817) 473-0211 at least 48 hours in advance. Reasonable accommodation will be made to assist your needs. PLEASE SILENCE ALL PAGERS, CELL PHONES & OTHER ELECTRONIC EQUIPMENT WHILE THE CITY COUNCIL MEETING IS IN SESSION.



CITY OF MANSFIELD

1200 E. Broad St.
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STAFF REPORT

File Number: 21-3948

Agenda Date: 2/22/2021

Version: 2

Status: Consent

In Control: City Council

File Type: Resolution

Agenda Number:

Title

Resolution - A Resolution of the City of Mansfield, Texas, Authorizing the Fire Chief to Act as the City's Representative in all Matters Relating to the Mutual Aid Agreement with the Tarrant County Emergency Services District No. 1

Requested Action

Approval of City Council for the Fire Chief to renew the Mutual Aid Agreement with the Tarrant County Emergency Services District No. 1.

Recommendation

Staff recommends Approval of the Resolution

Description/History

Mansfield Fire Rescue is currently providing mutual aid to Tarrant County ESD No. 1. The current agreement was put in place October 25th, 2010, and automatically renewed every 12 months. The new agreement will be effective on the date of signature, and continue for twelve (12) months.

Justification

Mansfield Fire Rescue provides aid to Tarrant County under the current agreement. This agreement has been updated to address liability and reimbursement for extended work times and must be reviewed and renewed every twelve (12) months. We are working to move all of our mutual aid agreements to twelve (12) month agreements. This provides for review and updating on a regular and consistent basis.

Funding Source

N/A

Prepared By

Michael Ross, Fire Chief

RESOLUTION NO. _____**A RESOLUTION OF THE CITY OF MANSFIELD, TEXAS, AUTHORIZING THE FIRE CHIEF TO ACT AS THE CITY'S REPRESENTATIVE IN ALL MATTERS RELATING TO THE MUTUAL AID AGREEMENT WITH THE TARRANT COUNTY EMERGENCY SERVICES DISTRICT NO. 1**

WHEREAS, the City of Mansfield Fire Department desires to participate in a Mutual Aid Agreement with the Tarrant County Emergency Services District No. 1; and,

WHEREAS, the City of Mansfield agrees to comply with the agreement.

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

SECTION 1.

The Fire Chief is authorized to enter into and participate in a Mutual Aid Agreement with the Tarrant County Emergency Services District No. 1.

PASSED AND APPROVED THIS THE 22ND DAY OF FEBRUARY, 2021.

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary

THE STATE OF TEXAS §
§
§
§
COUNTY OF TARRANT §

City of Mansfield, Texas
Mutual Aid
Emergency Medical Services

The TARRANT COUNTY EMERGENCY SERVICES DISTRICT NO. ONE, acting by and through its Board of Emergency Commissioners, hereafter referred to as DISTRICT, and the CITY OF MANSFIELD, TEXAS, hereafter referred to as CITY, enter into the following Agreement:

Section 1: Authority and Services

CITY has a volunteer fire department recognized by the Insurance Commission of the State of Texas or a full-time professional fire department, and is, by an order or resolution of its governing body, authorized to enter into this Agreement with DISTRICT for the use of the personnel and equipment of CITY for the purpose of providing fire protection to real and personal property and emergency medical services (EMS) located outside the boundaries of CITY and within such distance as the CITY may be reasonably expected to render service in case of emergency service needs. Said service area(s) is highlighted on the attached Exhibits "A" and being the same service areas as the City of Kennedale and Rendon Volunteer Fire Department who have primary responsibility to provide service unless diverted to CITY. The equipment and personnel of the CITY shall be under the control and supervision of CITY employees during a fire or emergency medical response pursuant to this Agreement. In accordance with Section 418.109(d) of the Texas Government Code or Section 791.027 of the Texas Government Code, it is also understood and agreed that the existence of this Agreement does not prevent the CITY from providing mutual aid assistance on request from another municipality, county, emergency services district, fire protection agency, organized volunteer group or other emergency service entity, and shall not be obligated to respond, when in the sole judgment of the CITY, such response would leave insufficient protection for the CITY.

Section 2: Fire Services Provided

CITY and DISTRICT hereby agree that for and in consideration of the monies to be paid by DISTRICT to CITY, the CITY will provide, through its fire department, fire protection services to the area described. These services include fire protection, fire rescue and first response for emergency medical services. In the event that the CITY resources are unavailable at the time of the request for services, the CITY will take reasonable efforts to make the resources available as soon as reasonably possible.

Section 3: Fire Service Compensation

DISTRICT agrees to pay to CITY within 90 days of execution of this Agreement the total sum of EIGHT THOUSAND DOLLARS (\$8,000.00) during this contract year for fire protection services as requested by other departments contracting with the DISTRICT and within the CITY's ability to respond.

Section 4: EMS Compensation

For EMS, if provided by CITY under this Agreement, the DISTRICT agrees to pay to CITY an amount based upon the CITY's proportionate per run share determined by dividing the sum of ONE MILLION SEVEN HUNDRED THOUSAND DOLLARS (\$1,700,000.00), the amount anticipated being available for such payments, by the total points per service run as established by the 1998-1999 Rules and Regulations adopted by DISTRICT, a copy of which is attached hereto and marked as Exhibit "B," for all EMS runs made in the areas served by the DISTRICT and multiplying that quotient by the total number of points accrued by CITY for that quarter of the service year. DISTRICT will make quarterly payments of the amount due the CITY during the months of February 2021, May 2021, August 2021 and November 2021.

Section 5: EMS Reports

CITY will deliver reports of EMS calls to the DISTRICT at its offices at 2750 Premier Street, Fort Worth, Texas, no later than the 15th day of the month following the month in which a service run was made by CITY in order to be eligible for payment and the CITY agrees that the determination by DISTRICT will be final regarding the allocation of service run points.

Section 6: Equipment

DISTRICT is under no obligation with respect to providing firefighting equipment or ambulance vehicles or supplies, or any other expenses incidental to the carrying out of this Agreement, and will have no right, title or interest in and to vehicles and equipment belonging to or contracted for by CITY.

Section 7: Term

Regarding payment, this Agreement will be in full force and effect for and during the period beginning October 1, 2020 and ending September 30, 2021. Regarding response purposes, this Agreement will remain in force until the 2021-22 DISTRICT budget is approved by the Commissioners and a new Agreement is executed retroactive to October 1, 2021 under the same terms and conditions.

Section 8: Payment of Funds

The DISTRICT will use its general fund to pay for the services supplied by the CITY pursuant to this Agreement. Payment pursuant to this Agreement will be in accord with the Rules and Regulations promulgated by the Commissioners. Said payments will be made as funds are available to DISTRICT.

Section 9: Emergency Scene Control

Whenever CITY responds to a call outside its normal jurisdictional limits, it will operate under the Fire Code in effect within the CITY limits of such cities or fire department primarily responsible for service to the area being served by CITY. Any fire investigators or other personnel who respond from DISTRICT to a fire or emergency scene which is

under the control of CITY will be governed by the Fire Code of the CITY within whose limits the CITY normally operates. CITY personnel agree to fully cooperate with DISTRICT personnel.

Section 10: Inspection of Equipment

The DISTRICT or its agent has the right to inspect the equipment of the CITY that the CITY operates in its performance under this Agreement. The parties acknowledge that the nature of the CITY's equipment determines the consideration paid under this Agreement. In the event that the inspection reveals that the equipment is not in operating condition and in compliance with the Insurance Services Office (ISO) and the Texas Department of State Health Services (TDSHS) requirements for a department of its size, the CITY will authorize a re-inspection by the DISTRICT within fifteen (15) days. In the event the equipment is not in operating condition or in compliance with the ISO and TDSHS requirements for a department of its size during the re-inspection, all payments by the DISTRICT to the CITY will cease until the problem is corrected as certified by the DISTRICT.

Section 11: Monthly Reporting Required

All monthly reports, fire or ambulance, shall be turned in to the Fire Marshal's office no later than fifteen (15) days after the end of the applicable month. The failure to timely file the monthly report shall excuse the DISTRICT from payment for that applicable month resulting in a reduction of one-third of the quarterly payment to the CITY for each applicable month.

Section 12: Workers' Compensation Coverage

The CITY shall maintain statutory workers' compensation coverage for its employees, officers and volunteers regarding the CITY's performance under this contract. The CITY recognizes that the DISTRICT has no responsibility to furnish this coverage and CITY waives any right to pursue the DISTRICT for liability regarding payments for this coverage or for liability regarding payments for claims filed against this coverage.

Section 13: Line of Duty

When an employee or volunteer of the responding CITY is performing duties under the terms of this Agreement, that person is considered to be acting in the line of duty for the CITY for the purposes of 42 U.S.C.A., Section 3796; is considered to be in performance of duties for the CITY within the applicable provisions of Chapter 615 of the Texas Government Code, and of Chapter 142, Texas Local Government Code; and shall be entitled to any other benefits which accrue under law as a result of injury, death or loss which occurs while in the line of duty for the CITY under this Agreement. This section does not increase the DISTRICT's liability under this Agreement.

Section 14: Assignment of Liability

The assisting party (CITY) shall be responsible for any civil liability or costs that may arise from the fire protection, fire rescue and first response for emergency medical services that the assisting party provides to the requesting party (DISTRICT) under this Agreement. The parties agree pursuant to Section 791.006 (a-1) of the Texas Government Code that assignment of liability provided by this Agreement is intended to be different than liability otherwise assigned under Section 791.006 (a) of the Texas Government Code, which provides that "the governmental unit that would have been responsible for furnishing the services in the absence of the contract is responsible for any civil liability that arises from the furnishing of those services." The parties also agree that pursuant to Section 775.0366 (e) of the Texas Health and Safety Code that assignment of liability provided by this Agreement is intended to be different than liability otherwise assigned under Section 775.0366 (d), which provides that the "district is responsible for any civil liability that arises from furnishing those services if the district would have been responsible for furnishing the services in the absence of the contract." It is expressly understood and agreed, however, that in the execution of this Agreement, neither the CITY nor the DISTRICT waives, nor shall be deemed to waive, any immunity or defenses that would otherwise be available to it against claims arising in the exercise of governmental powers and functions, including the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Chapter 101, Civil Practice and Remedies Code, or other law.

Section 15: Implied Rights; Employees

By entering into this Agreement the parties do not intend to create any obligations expressed or implied other than those specifically set forth herein and this Agreement will not create rights in parties not signatories hereto. The employees of the CITY are not employees or agents of the DISTRICT by virtue of this Agreement. The employees of the DISTRICT are not employees or agents of the CITY by virtue of this Agreement.

Section 16: Conferring of Rights

This Agreement does not confer any rights on third parties who are not signatories to this Agreement, therefore no person may bring suit against CITY or DISTRICT regarding the performance of this Agreement as a third party beneficiary of this Agreement.

Section 17: Cancellation

DISTRICT and CITY retain the right to cancel without cause this Agreement on thirty (30) days written notice to the non-canceling party. In the event of cancellation, DISTRICT will pay a prorated share of the monies due for the remainder of that quarter only if the CITY provides services as required in the Agreement during the period of time leading up to the termination date. However, in the event that CITY exercises this right of cancellation, CITY must repay to DISTRICT all money paid CITY by DISTRICT for personal property, if any, purchased by the CITY with funds from the DISTRICT.

Section 18: Form 1295 Acknowledgement

CITY acknowledges that it is a governmental entity and not a business entity as those terms are defined in Section 2252.908 of the Texas Government Code, and therefore, no disclosure of interested parties pursuant to Section 2252.908 of the Texas Government Code is required.

WITNESS the signatures of the respective parties hereto this the _____ day of _____, _____.

**TARRANT COUNTY EMERGENCY
SERVICES DISTRICT NO. 1**

CITY OF MANSFIELD, TEXAS

President

Authorized Official

ATTEST:

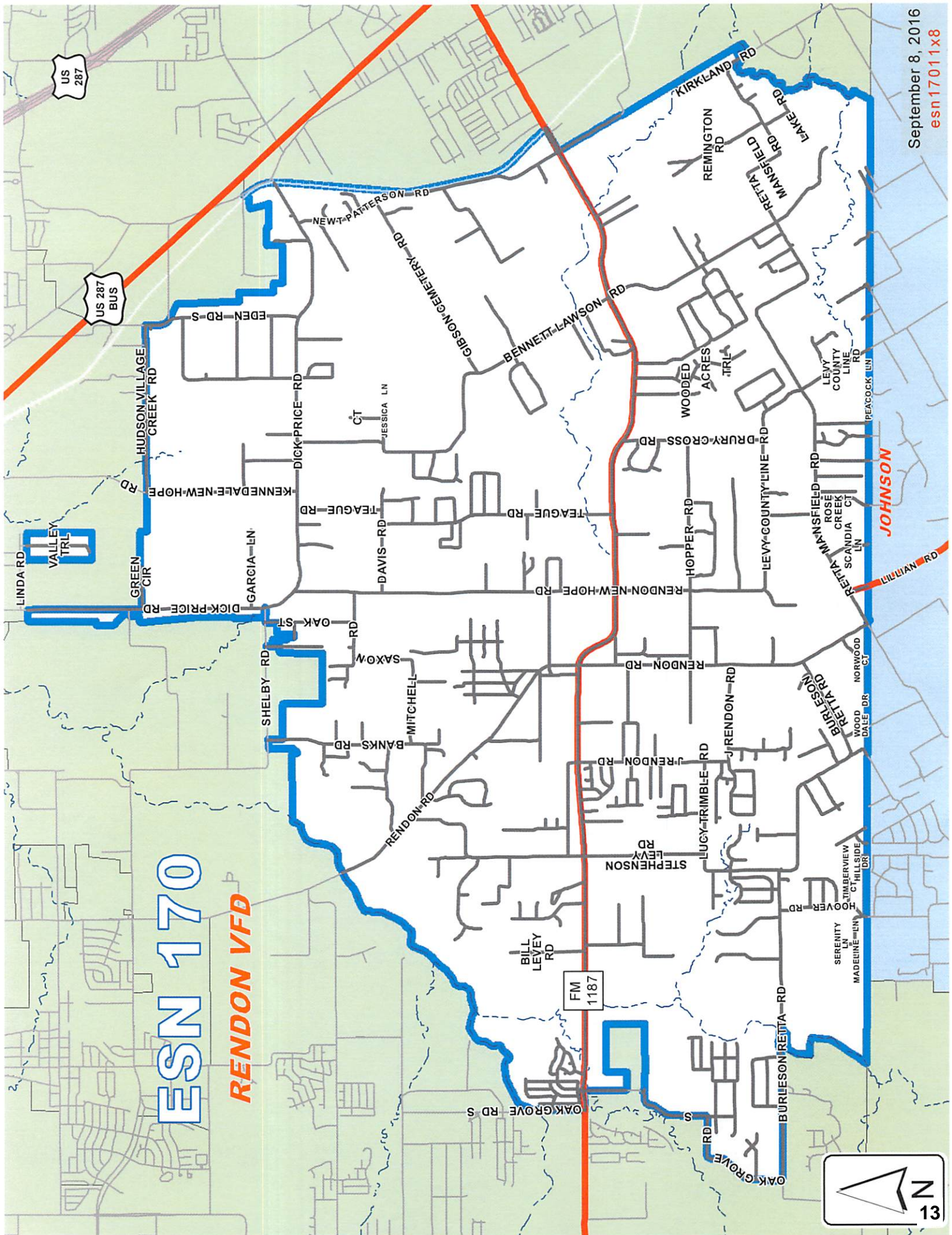
ATTEST:

Secretary/Treasurer

Secretary

ESN 170

RENDON VFD



September 8, 2016
esn17011x8

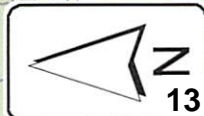


EXHIBIT “B”

TARRANT COUNTY EMERGENCY SERVICES DISTRICT NO. ONE POINT SYSTEM 2020–2021 RULES AND REGULATIONS

Runs as received by the dispatcher must be of an emergency nature in order to qualify for payment.

Dispatcher(s) should be familiar with their territory. If a dispatcher received a call for another district, the dispatcher should inform the caller of the proper department. Then make a reasonable attempt to notify the proper department before toning out, but has the responsibility of responding if unable to raise the proper district.

Each run report should have street address and cross street, or distance and direction of closest cross street (if address is not available), and the MAPSCO map coordinate.

Run reports MUST be received by the 15th of the following month that the run is made. Any reports received by the office after the 15th WILL NOT BE PAID.

We have been asked to verify calls – just to keep everyone honest so be forewarned – that spot checks of random reports will be performed.

AMBULANCE TRANSPORT

Ambulance Transport:

Advance Life Support Transport	5 Points
Basic Life Support Transport	3 Points
All no rides	1 Point
***AMBULANCE Mutual aids calls (EXTRA)	1 Point
Call over 4 miles from the Dept.'s Station (EXTRA)	2 Points

TARRANT COUNTY EMERGENCY SERVICES DISTRICT NO. ONE
EXHIBIT "B" POINT SYSTEM – (CONTINUED)

(CAREFLITE transport qualifies for full points to responding departments)

ALS transport is when one or more patients are transported by one ambulance and the ambulance is staffed by a Paramedic or an EMT SS and equipped with IVs, Drugs, and EKG Monitor.

BLS transport is when patients are transported by ambulance that does not have a Paramedic or EMT SS or does not have ALS equipment.

No points will be awarded to departments that contract for Ambulance Service who transport.

Ambulance TRANSFERS will not receive any points.

NOTE:

THIS IS TO CURTAIL ANY FALSE REPORTS SENT IN. THIS IS NOT TO PENALIZE A DEPARTMENT FOR ANY MISTAKES MADE. THE LOSS OF POINTS WILL BE DECIDED ON BY THE POINTS COMMITTEE AND PRESENTED TO THE BOARD FOR APPROVAL.

REVISED EXHIBIT "A" – CHANGED TO EXHIBIT "B": PRESENTED TO THE BOARD OF EMERGENCY SERVICES DISTRICT COMMISSIONERS AT THEIR SEPTEMBER 8TH, 1997 BOARD MEETING, WHEN IT WAS VOTED ON AND APPROVED.



CITY OF MANSFIELD

1200 E. Broad St.
Mansfield, TX 76063
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STAFF REPORT

File Number: 21-3960

Agenda Date: 2/22/2021

Version: 1

Status: Consent

In Control: City Council

File Type: Resolution

Agenda Number:

Title

Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Authorizing the Execution of a Joint Election Agreement and Contract with Johnson County Elections Administrator to Perform Election Services for the May 1, 2021 General Election; and Providing an Effective Date

Requested Action

Approve the Resolution and Joint Election Agreement with the Johnson County Election Administrator

Recommendation

City staff recommends approval of the Resolution and Joint Election Agreement between the City of Mansfield and Johnson County (Johnson County Elections Administrator).

Description/History

On January 25, 2021 the City Council passed Resolution RE-3721-21 calling for a General Election to be held on May 1, 2021 to election a Council Member, Place 3, Council Member, Place 4, and a Council Member, Place 5.

The city has 2,652 registered voters in Johnson County.

We received a quote from Johnson County for election services of \$12,096.70.

Justification

Participation in the Johnson County joint election streamlines the voting process for voters.

Funding Source

Funds are allocated in the City Council budget (001-8806-11-01) for this expenditure.

Prepared By

Susana Marin, TRMC, City Secretary
817-276-4203

RESOLUTION NO. _____**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, AUTHORIZING THE EXECUTION OF A CONTRACT WITH THE JOHNSON COUNTY ELECTIONS ADMINISTRATOR TO PERFORM ELECTION SERVICES FOR THE MAY 1, 2021 GENERAL ELECTION; AND PROVIDING AN EFFECTIVE DATE**

WHEREAS, Subchapter D of Chapter 31 of the Texas Election Code authorizes a county election officer to contract with the governing body of a municipality located wholly or partly in the county to perform election services; and,

WHEREAS, the City Council of the City of Mansfield desires to have the Johnson County Elections Administrator conduct the May 1, 2021 General Election to the extent permitted by law.

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

SECTION 1.

The Joint Election Agreement with the Johnson County Elections Administrator and the City of Mansfield (the "Contract"), attached hereto as Exhibit "A", is hereby approved for all purposes and the Mayor is authorized to execute the Contract. The Mayor is hereby authorized and directed to take any and all actions necessary to enable the Johnson County Elections Administrator and the City to conduct the May 1, 2021 General Election in accordance with all applicable law.

SECTION 2.

This resolution shall be effective upon its adoption.

PASSED AND APPROVED THIS THE 22nd DAY OF FEBRUARY, 2021.

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary

**ELECTION AGREEMENT
FOR JOHNSON COUNTY AND JOHNSON COUNTY CITY OF MANSFIELD
MAY 1, 2021**

THIS AGREEMENT is made and entered into this ____ day of _____ 2021, by and between the COUNTY OF JOHNSON, TEXAS, acting by and through the JOHNSON COUNTY ELECTIONS ADMINISTRATOR (hereinafter referred to as "COUNTY") and CITY OF MANSFIELD, acting by and through its Executive Director or his designee (hereinafter referred to as "CITY").

WHEREAS, the COUNTY will be conducting the "CITY" General Election on May 1, 2021 for registered voters of Johnson County, Texas residing within CITY; and

WHEREAS, pursuant to Sec. 31.093, Texas Elections Code, the County Elections Administrator is required to enter into a contract with CITY to conduct and furnish election services for this May 1, 2021 General Election of CITY: and

WHEREAS, CITY desires that the Johnson County Elections Administrator conduct and coordinate this election; NOW THEREFORE,

FOR AND IN CONSIDERATION of the mutual project referenced herein, the parties hereto agree to hold an election on May 1, 2021 from 7:00 a.m. until 7:00 p.m., in accordance with Section 271.002, Texas Election Code, and that said election to be conducted pursuant to the terms of this agreement.

I. AGREEMENT

GENERAL TERMS:

- 1.01 On May 1, 2021, the election shall be held from 7:00 AM until 7:00 PM, that day, at the location listed on Exhibit B.
- 1.02 The political subdivision participating in the election on May 1, 2021, shall have and use the election Judges and ES&S AutoMark voting equipment.

II. JOHNSON COUNTY

- 2.01 The COUNTY agrees to coordinate, supervise, and conduct the Election, pursuant to the provisions of the Texas Election Code unless specifically provided otherwise in this Agreement with the understanding that the Election is only for the registered voters of Johnson County, Texas residing within the CITY
- 2.02 The Elections Administrator shall perform the following duties:
- a. Designate voting locations and contact the owners or custodians of public (or if unavailable, private) buildings and arrange for their use. Such voting locations shall be furnished to CITY as soon as possible.
 - b. Appoint, notify, and train the presiding judges and alternate judges and clerks. The names and addresses of each judge and alternate judge and clerk shall be furnished to the CITY at a later date.
 - c. Compensate election judges, alternate judges and clerks.
 - d. Transport voting equipment to and from each polling location.
 - e. Rent, if necessary, voting locations.
 - f. Provide lists of registered voters to the election judges.
 - g. Preparation of programs and test materials for tabulation of the ballots to be used with electronic voting equipment in accordance with the provisions of the Texas Election Code and of this Agreement.
 - h. Publish notice of the date, time, and place of the testing of the electronic tabulation equipment and conduct such testing.

III. EARLY VOTING AND ELECTION DAY VOTING

- 3.01 Early Voting by Personal Appearance
- a. The Elections Administrator, Patty Bourgeois shall serve as Early Voting Judge for the CITY General Election and other judges and clerks shall be appointed by her as needed.

- b. Early Voting by personal appearance shall be conducted at the location listed on Exhibit A. All eligible voters in the City of Mansfield of Johnson County may vote early at the Alma Martinez Intermediate School, 2100 Julian Field St., Mansfield, Texas 76063.
- c. Early Voting by personal appearance will begin on April 19, 2021, and will end on April 27, 2021. There will be no early voting on Saturday, or legal holidays, unless otherwise agreed to by the parties.
- d. Temporary extended hours at those sites listed as in sec: 85.005 of the Election Code.

3.02 Early Voting By Mail:

- a. The COUNTY shall be responsible for early voting ballot requests by mail.
- b. CITY shall forward any requests by mail applications to the COUNTY.
- c. The COUNTY shall be responsible for all preparation of mail ballots including mailing ballot to voter.

3.03 The Ballot Board Judge for the CITY shall be as designated by the COUNTY. The Early Voting Ballot Board's duties will include:

- (1) Serve as Signature Verification Committee
- (2) Prepare the mail ballots for tabulation.
- (3) Convene to count provisional ballots and late ballots from out of the country, if any. (7th day or earlier after Election Day).

3.04 Election Day Voting:

The COUNTY shall be responsible for the following:

- a. Procure, prepare, and distribute supplies and the ES&S AutoMark and other election equipment for personal appearance on Election Day.
- b. Procure, prepare, and distribute Election Day supplies, tables, chairs if needed, and equipment, including ballots.
- c. Supervise the handling and disposition of election returns, tabulate unofficial returns, and assist in preparing the tabulation for the official canvass.
- d. Prepare the canvass report after all precincts have been counted and make available a copy of the appropriate part of the tabulation report.

- e. Conduct the manual count.
- 3.05 Serve as custodian of election records and store election records as provided by Section 66.058 of the Texas Election Code for a period of 22 months.

IV. CITY

CITY shall have the following responsibilities in conducting this election on May 1, 2021

- 4.01 Prepare any election orders, resolutions, notices, writ of election, and other pertinent documents for adoption for execution by the appropriate officer; and take all actions required by law for calling the election, handling contests, canvassing the returns, and declaring the results of the election.
- 4.02 Prepare and publish information for the required election notice.
- 4.03 Deliver to the Elections Administrator the official wording, including Spanish translation, to be printed on the optical scan ballot. All documents must be delivered to the County Elections office by the 23rd day of February 2021. If the documents are not received by the above date this Election Agreement will be terminated and County will have no obligations regarding the above referenced election.
- 4.04 Approve final optical scan ballot wording for content, form, and spelling.
- 4.05 Prepare and publish the Notice of Election, which is the required and described method of giving notice in accordance to Texas Election Code (Sec 4.003(a) (1).
- 4.06 Provide maps and other reference guides.
- 4.07 Assist the Election Administrator with providing Election Personnel.
- 4.08 Pursuant to Texas Election Code Sec. 67.003, canvass the official results between the 3rd and 11th day following the election.

V. PAYMENT FOR SERVICES

- 5.01 In consideration for the services and expenses provided by the County for conducting this election, the County shall be reimbursed for the optical scan ballots, ballot layout, media, coding the ES&S AutoMark equipment, M650 optical scan equipment, voting supplies, Election Judges, Clerks, Central Count, Ballot board, a 10 % administration fee, and any other expenses listed on Exhibit C.
- 5.02 Should a recount be required, those costs associated with the recount, if any, shall be in accordance with the provisions of the Texas Election Code.
- 5.03 The official for parties to contact for all purposes shall be listed at the end of the Agreement. All notices and other deliveries under the Agreement shall be delivered to said individual so listed.

VI. RUN-OFF ELECTION

- 6.01 In the event there is a run-off election, this Agreement shall be extended for the time necessary to conduct the run-off election and the CITY and COUNTY agree to continue to perform their respective responsibilities as set forth in this Agreement as are applicable to a run-off election. CITY will be responsible for any and all additional costs associated with the run-off election incurred by COUNTY. Any additional costs owed to COUNTY by CITY will be invoiced by COUNTY and CITY agrees to pay said invoiced amount within thirty (30) days of receipt of the invoice from COUNTY.

VII. TERMINATION IF ELECTION IS CANCELED

- 7.01 In the event that the election is canceled due to all candidates being unopposed, County and CITY agree that this Agreement will be terminated and CITY will owe a cancellation fee of \$75.00 to be paid by CITY within thirty (30) days of said cancellation.

ACCEPTANCE:

On behalf of Johnson County Elections Administration, I hereby accept the terms of the Agreement.

Signed the _____ day of _____, 2021.

Patty Bourgeois
Elections Administrator
Johnson County, Texas

On behalf of City of Mansfield, I hereby accept the terms of this Agreement.

Signed the _____ day of _____, 2021.

Michael Evans, City of Mansfield
Mayor

IN WITNESS WHEREOF, the above Agreement was adopted at a meeting of the Commissioner's Court of Johnson County on the _____ day of _____, 2021.

COUNTY OF JOHNSON

County Judge
Johnson County Commissioners
Court

Officials for notice:
Patty Bourgeois
Elections Administrator
Johnson County
P.O. Box 895
Cleburne, Texas 76033

Michael Evans, City of Mansfield
Mayor
1200 E. Board St.
Mansfield, Texas 76063

EXHIBT A/B

MAY 1, 2021
CITY OF MANSFIELD
GENERAL ELECTION
(1 de Mayo del 2021 ciudad de Mansfield Eleccion General)

April 19, 2021 through April 27, 2021 is the period for early voting by personal appearance. (Sec. 85.001). Any voter qualified to vote in the May 1, 2021, General Election is eligible for early voting by personal appearance. Early voting by personal appearance will be conducted at all following location:

Monday, April 19, 2021 - Friday, April 23, 2021 hours: 8:00 am until 5:00 pm

Monday, April 26, 2021 - Tuesday, April 27, 2021 hours: 7:00 am until 7:00 pm

(El 19 de Abril del 2021 hasta el 27 de Abril del 2021 es el periodo para la votación anticipada en persona. (Sec. 85.001). Cualquier votante cualificado para votar en la Elección General del 1 de Mayo del 2021, es elegible para la votación anticipada en persona se llevara a cabo en los siguientes lugares:

lunes, 19 de Abril del 2021 – viernes, 23 de Abril del 2021; horas: 8:00 am hasta 5:00 pm

lunes, 26 de Abril del 2021 - martes, 27 de Abril del 2021; horas: 7:00 am hasta 7:00 pm)

Hours for additional early voting will be extended;

Saturday, April 24, 2021 - hours: 8:00am until 5:00pm.

(Se extenderán las horas para la votación anticipada adicional;

Sábado, 24 de Abril del 2021 – horas: 8:00 am hasta 5:00 pm.)

EXHIBIT A/B **(ANEXO A/B)**

EARLY VOTING & ELECTION DAY LOCATION *(Ubicación del Día de votación anticipada y elección)*

May 1, 2021 Hours for Election Day are 7:00am until 7:00pm
(1 de Mayo del 2021, El horario para el Día De las Elecciones es de 7:00am a 7:00pm)

Alma Martinez Intermediate School
2100 Julian Field St.
Mansfield, Texas 76063

Sec. 85.062 Texas Election Code

(2) The Commissioners court of a county with a population of 120,000 or more but less than 400,000 shall establish one or more early voting polling places other than the main early voting polling place in each Commissioners precinct containing territory covered by the election.

(Sec. 85.062 Código Electoral de Texas

(2) El Tribunal de Comisarios de un condado con una población de 120,000 ó más, pero menos de 400,000, establecerá al menos un centro de votación adelantada, además del centro primario de votación adelantada, en cada recinto de los comisarios que contiene territorio incluido en la elección.)

Exhibit C

COST OF SERVICE. The City of Mansfield shall pay for services , supplies, and equipment in accordance with the following estimated cost schedule. The City of Mansfield will be liable to pay all the expense that have endured; and a 10% administration fee.

THE CITY OF MANSFIELD : 2021 MAY 1ST

Contracted Election with Johnson County/Separate Ballots 1 EV & 1 ED Location.

Pct. 8 & 35

1. VOTING EQUIPMENT, TABULATION NOTICE, AND BUILDING RENTAL	Estimated	Actual
<u>(X) Rental M650 Optical Scanner</u>	\$350.00	
<u>(X) Rental ES&S Auto-Mark for HAVA</u>	\$350.00	
<u>(X) Programming Charges/Coding/Media/ shipping for 650 Central count & Auto-marks</u>	\$900.00	
<u>(X) Printing Ballots/Layout/Spanish Coding/ shipping</u>	\$2,000.00	
<u>(X) Publish Notice of Tabulation Test</u>	\$125.00	
<u>(X) Building Rental</u>	\$100.00	
 2. CENTRAL COUNT EXPENSES		
<u>(X) CC Station Manager</u>	\$125.00	
<u>(X) Tabulation Supervisor</u>	\$100.00	
<u>(X) Assistant Tabulation Supervisor</u>	\$100.00	
<u>(X) ENR Manager</u>	\$100.00	
<u>(X) ENR Assistant</u>	\$75.00	
<u>(X) ENR Assistant</u>	\$75.00	
<u>(X) CC Station Clerks</u>	\$220.00	
<u>(X) Early Voting Ballot Board Judge</u>	\$156.00	
<u>(X) Early Voting Ballot Board Personnel</u>	\$528.00	
<u>(X) Provisional/Late Ballot Board Judge</u>	\$52.00	
<u>(X) Provisional/Late Ballot Board Clerks</u>	\$176.00	
<u>(X) Security</u>	\$140.00	
 3. ESTIMATED EARLY VOTING COSTS		
<u>(X) Judge's Kit Early Voting</u>	\$40.00	
<u>(X) Ballot by Mail MAC</u>	\$250.00	
<u>(X) Early Voting Judge</u>	\$1,170.00	
<u>(X) Early Voting Clerks</u>	\$2,805.00	
<u>(X) Early Voting mileage reimbursement</u>	\$100.00	
<u>(X) Early Voting Pick up & delivery fee</u>	\$25.00	

Exhibit C

4. ESTIMATED ELECTION DAY COSTS

<u>(X) Judge's Kit Election Day</u>	\$40.00
<u>(X) Election Day Judge</u>	\$208.00
<u>(X) Election Day Clerks</u>	\$462.00
<u>(X) Election Day Pick up & delivery fee</u>	\$25.00
<u>(X) Supplies</u>	\$200.00

Subtotal \$10,997.00

5. CONTRACT ADMINISTRATIVE FEE & TOTAL COST

<u>10% of Subtotal</u>	\$1,099.70
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TOTAL COST \$12,096.70

*** Per section: 7.01**

If the Election is canceled there will be a fee of \$75.00 to be paid by CITY within (30) days of said cancellation.



CITY OF MANSFIELD

1200 E. Broad St.
Mansfield, TX 76063
mansfieldtexas.gov

STAFF REPORT

File Number: 21-3961

Agenda Date: 2/22/2021

Version: 1

Status: Consent

In Control: City Council

File Type: Resolution

Agenda Number:

Title

Resolution - A Resolution of the City Council of the City of Mansfield, Texas, Authorizing the Execution of a Joint Election Agreement and Contract with Ellis County Elections Administrator to Perform Election Services for the May 1, 2021 General Election; and Providing an Effective Date

Requested Action

Approve the Resolution and Joint Election Agreement with the Ellis County Election Administrator

Recommendation

City staff recommends approval of the Resolution and Joint Election Agreement between the City of Mansfield and Ellis County (Ellis County Elections Administrator).

Description/History

On January 25, 2021 the City Council passed Resolution RE-3721-21 calling for a General Election to be held on May 1, 2021 to elect a Council Member, Place 3, Council Member, Place 4, and a Council Member, Place 5.

The city has 299 registered voters in Ellis County.

We received a quote from Ellis County for election services of \$2500.00.

Justification

Participation in the Ellis County joint election streamlines the voting process for voters.

Funding Source

Funds are allocated in the City Council budget (001-8806-11-01) for this expenditure.

Prepared By

Susana Marin, TRMC, City Secretary
817-276-4203

RESOLUTION NO. _____**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS, AUTHORIZING THE EXECUTION OF A CONTRACT WITH THE ELLIS COUNTY ELECTIONS ADMINISTRATOR TO PERFORM ELECTION SERVICES FOR THE MAY 1, 2021 GENERAL ELECTION; AND PROVIDING AN EFFECTIVE DATE**

WHEREAS, Subchapter D of Chapter 31 of the Texas Election Code authorizes a county election officer to contract with the governing body of a municipality located wholly or partly in the county to perform election services; and,

WHEREAS, the City Council of the City of Mansfield desires to have the Ellis County Elections Administrator conduct the May 1, 2021 General Election to the extent permitted by law.

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

SECTION 1.

The Joint Election Agreement with the Ellis County Elections Administrator and the City of Mansfield (the "Contract"), attached hereto as Exhibit "A", is hereby approved for all purposes and the Mayor is authorized to execute the Contract. The Mayor is hereby authorized and directed to take any and all actions necessary to enable the Ellis County Elections Administrator and the City to conduct the May 1, 2021 General Election in accordance with all applicable law.

SECTION 2.

This resolution shall be effective upon its adoption.

PASSED AND APPROVED THIS THE 22nd DAY OF FEBRUARY, 2021.

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary



**May 1, 2021
Joint Election
Contract for Election Services**



May 1, 2021 Joint Election

Table of Contents

I.....	Duties and Services of County Election Officer
II.....	Duties and Services of Participating Political Subdivisions
III.....	Cost of Election
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Exhibits

Exhibit A.....	Early Voting Schedule and Location
Exhibit B.....	Election Day Polling Locations
Exhibit C.....	Cost of Services
Exhibit D.....	List of Political Subdivision Races on Ballot



THE STATE OF TEXAS § JOINT CONTRACT FOR
ELLIS COUNTY § ELECTION SERVICES

BY THE TERMS OF THIS CONTRACT made and entered into by and between the following
AS OF January 7, 2021 subject to cancelation of an election:

CITY OF ALMA
CITY OF BARDWELL
CITY OF CEDAR HILL
CITY OF ENNIS
CITY OF FERRIS
CITY OF GARRETT
CITY OF GRAND PRAIRIE
CITY OF ITALY
CITY OF MANSFIELD
CITY OF MAYPEARL
CITY OF MIDLOTHIAN
CITY OF MILFORD
CITY OF OAK LEAF
CITY OF OVILLA (INCLUDES DALLAS COUNTY PORTION)
CITY OF PALMER
CITY OF PECAN HILL
CITY OF RED OAK
CITY OF VENUS
CITY OF WAXAHACHIE
ENNIS INDEPENDENT SCHOOL DISTRICT (INCLUDES NAVARRO COUNTY PORTION)
FERRIS INDEPENDENT SCHOOL DISTRICT (INCLUDES DALLAS COUNTY PORTION)
ITALY INDEPENDENT SCHOOL DISTRICT
MAYPEARL INDEPENDENT SCHOOL DISTRICT
MIDLOTHIAN INDEPENDENT SCHOOL DISTRICT
MILFORD INDEPENDENT SCHOOL DISTRICT (INCLUDES HILL COUNTY PORTION)
PALMER INDEPENDENT SCHOOL DISTRICT
RED OAK INDEPENDENT SCHOOL DISTRICT
WAXAHACHIE INDEPENDENT SCHOOL DISTRICT

hereinafter referred to as "Participating Political Subdivisions" and JANA ONYON, Elections Administrator of Ellis County, Texas, hereinafter referred to as "County Election Officer", pursuant to the authority in Subchapter D, Section 31.092, of Chapter 31, of the Texas Election Code, agree to the following particulars in regard to coordination, supervision and running of the May 1, 2021 Joint Election.



THIS AGREEMENT is entered into in consideration of the mutual covenants and promises hereinafter set out. IT IS AGREED AS FOLLOWS:

I. DUTIES AND SERVICES OF COUNTY ELECTION OFFICER. The County Election Officer shall be responsible for performing the following duties and shall furnish the following services and equipment:

A. The County Election Officer shall arrange for notification (including writ of election), training and compensation of all presiding judges, alternate judges, clerks for the polling site, Central Counting Station and early voting ballot board.

- a. The County Election Officer shall be responsible for notification of each Election Day and Early Voting presiding judge and alternate judge, Central Counting Station and Ballot Board of his or her appointment. The presiding election judge of each polling place, will use his/her discretion to determine when additional manpower is needed during peak voting hours and notify the County Election Officer. The recommendations of the Participating Political Subdivisions will be the accepted guidelines for the number of clerks to work in each polling place. Election judges and early voting personnel shall be secured by the County Election Officer using the recommended names provided by the Participating Political Subdivisions by February 12, 2021. Any open positions will be filled using regular county election workers.
- b. Election judges, Alternate judges, Clerks and Student Clerks shall all attend the County Election Officer's school of instruction. (Date and location to be determined)
- c. Election judges shall be responsible for picking up from and returning election supplies to the County Election Officer. (Date to be determined). Compensation for this pickup and delivery of supplies will be \$25.00.
- d. The County Election Officer shall compensate each election judge and election worker. Compensation will be based on what the county pays and has been approved in Commissioner's Court unless arranged otherwise. Early voting presiding officer shall receive \$10.50 per hour and clerks shall receive \$9.00 per hour for services. Each election day judge shall receive \$10.50 per hour for services rendered; each alternate judge shall receive \$9.50 per hour for services; and clerk shall receive \$9.00 per hour for services. Ballot Board, Central Counting Station Presiding judge and alternate shall receive the same as for Election Day judge and alternate for services.



Each worker that attends training class shall receive up to 2 hours of pay. Overtime will be paid to each person working over 40 hours per week. All other required and additional expenses by law shall be paid. (ie: FICA, Medicaid, etc.)

- B. The County Election Officer shall procure, prepare, and distribute voting machines, election kits and election supplies.
- a. Each Participating Political Subdivisions agrees that voting at the Joint Election will be by use of Election Systems and Software ExpressVote marking devices and DS200 Precinct Scanner/Tabulators voting system approved by the Secretary of State in accordance with the Texas Election Code. Procedures will be in accordance with the Texas Election Code and decided by the County Election Officer.
 - b. The County Election Officer shall secure election kits which include the legal documentation required to hold an election.
 - c. The County Election Officer shall secure all tables and chairs required to hold an election.
 - d. The County Election Officer shall provide all lists of registered voters for use on Election Day and for the early voting period as mandated by law. Laptop computers will be used to qualify voters for the early voting period and on Election Day. A second laptop computer with the list of registered voters will be provided as back-up in each Early Voting and Election Day polling place.
 - e. The County Election Officer shall procure and arrange for the distribution of all election equipment and supplies required to hold an election.
 - 1. Equipment includes the DS200 voting machines (1 per site), ADA ExpressVote marking devices (5 or more per site), ballot box, voting signs, carts and laptop computers.
 - 2. Supplies include election forms, ballots, labels, extension cords, pens, tape, markers, ballot pens, required signage, totem display poles, name tags, etc.
- C. The County Election Officer, Jana Onyon, shall be appointed the Early Voting Clerk by the Participating Political Subdivisions.
- a. The County Election Officer shall supervise and conduct Early Voting by mail and in



- person.
- b. Early Voting by personal appearance for the said Election shall be conducted during the time period and at the locations listed in Exhibit "A", attached and incorporated by reference into this contract. Cities are required to have 2 days of 12 hour voting and those will be the last 2 days of early voting.
 - c. Any qualified voter for the Joint Election may vote early by personal appearance at any of the Early Voting locations within Ellis County. Elections Office 204 E Jefferson Street, Waxahachie, TX 75165 serves as the Main Location.
 - d. Some Participating Political Subdivisions have requested additional Early Voting sites pending their participation, therefore Exhibit "A" is subject to change if any of the Participating Political Subdivisions cancel their election.
 - e. All applications for an Early Voting mail ballot shall be received and processed by the Ellis County Elections Administration Office.
 - 1. Application for mail ballots erroneously mailed to the Participating Political Subdivisions shall immediately be faxed to the County Election Officer for timely processing. The original application shall then be forwarded by mail to the County Election Officer for proper retention.
 - 2. Absentee Application (Regular or Federal Postcard) for ballot by mail shall be mailed to:
Jana Onyon, Early Voting Clerk,
204 E Jefferson Street, Waxahachie, Tx 75165
or faxed to 972-923-5194
or email a scanned copy of signed application to elections@co.ellis.tx.us
(If faxed or emailed, then we must receive original application within 4 days)
Application for ballot by mail must be received no later than close of business on Tuesday, April 20, 2021.
 - 3. All Federal Post Card Applicants (FPCA) and Annual Mail Ballot Applicants will be sent a mail ballot with required notices.
 - f. All Early Voting ballots (those cast by mail/absentee) shall be prepared for count by the Early Voting Ballot Board in accordance with Section 87.000 of the Texas



Election Code. The presiding judge of this Board shall be appointed in the same manner as election workers according to this contract.

D. The County Election Officer shall arrange for the use of all Election Day and Early Voting Vote Center polling places.

- a. The Participating Political Subdivisions shall assume the responsibility of remitting the shared cost of all employee services required to provide access, provide security or provide custodial services for the polling locations.
- b. The Early Voting Vote Center polling locations are listed in Exhibit "A", attached and incorporated by reference into this contract.
- c. The Election Day Vote Center polling locations are listed in Exhibit "B", attached and incorporated by reference into this contract.
- d. Some Participating Political Subdivisions have requested additional Vote Centers pending their participation, therefore Exhibit "A" and "B" is subject to change if any of the Participating Political Subdivisions cancel their election.
- e. Any qualified voter for the said Election may vote during Early Voting or Election Day by personal appearance at any of the Vote Center locations within Ellis County.
- f. If a Runoff Election is needed, the Participating Political Subdivisions will work together to choose the Early Voting and Election Day Vote Center locations to best serve their voters in their territory according to the Election Code and/or this contract.

E. The County Election Officer shall be responsible for establishing and overseeing the tabulation of the early voting and election day voted ballots by the Central Counting Station Personnel. Ballots shall be tabulated in accordance with Section 127.001 of the Texas Election Code and of this agreement.

- a. The County Election Officer shall prepare, test and run the county's tabulation system in accordance with statutory requirements and policies. The tabulation system will be used on Election Night at the Elections Office.
- b. The Public Logic and Accuracy Test (L&A) of the electronic voting system shall be



conducted. County Election Officer will publish required notice in local newspaper of time and place as required by the election code.

- c. Election night reports will be available to the Participating Political Subdivisions at 7pm on election night on the Ellis County website (www.co.ellis.tx.us/elections). Provisional ballots will be tabulated after election night in accordance with law.
 - d. The County Election Officer shall prepare the unofficial canvass report after all precincts have been counted for election day, provisional ballots, and any overseas ballots that will be tallied after the final deadline to count ballots. This report will be sent to the Participating Political Subdivisions for their canvass.
 - e. The County Election Officer shall be appointed the custodian of the voted ballots and shall retain all election material for a period of 22 months.
 - 1. Pending no litigation and as prescribed by law, the voted ballots shall be shredded 22 months after the election.
 - 2. The Participating Political Subdivisions can obtain the list of registered voters from the Elections Administration Office after this retention period. Pending no litigation and if the Participating Political Subdivisions does not request the lists, the County Election Officer shall destroy them.
 - f. The County Election Officer shall conduct a manual partial recount as prescribed by Section 127.201 of the Texas Election Code and submit a written report to the Participating Political Subdivisions in a timely manner. The Secretary of State may waive this requirement. If applicable, a written report shall be submitted to the Secretary of State as required by Section 127.201(E) of the aforementioned code.
- F. The County Election Officer shall post the publication of a “Joint Election Notice” by publishing the notice at least once between the 30th day and the 10th day before the election the proper methods with the proper media in accordance with the Texas Election Code (Sec. 4.003(a)(1)). Newspapers will be agreed upon by the Participating Political Subdivisions based on current publishing customs by each Participating Political Subdivisions. The Participating Political Subdivisions shall send the publication of the “Election Notice” to the Contracting Office to place it on the Elections website in accordance to the Texas Election Code (Sec. 4.008)



II. DUTIES AND SERVICES OF THE PARTICIPATING POLITICAL SUBDIVISIONS. The Participating Political Subdivisions shall assume the following responsibilities:

- A. The Participating Political Subdivisions shall prepare the election orders resolutions, notices, justice department submissions (if required), official canvass and other pertinent documents for adoption by the appropriate office or body. The Participating Political Subdivisions shall handle the candidate filing process and packets that are required by law. The Participating Political Subdivisions assume the responsibility of posting required notices and likewise promoting the schedules for Early Voting and Election Day.
- B. The Participating Political Subdivisions if recent changes have been made, shall provide the County Election Officer with an updated map and street index of their jurisdiction in an electronic or printed format as soon as possible but no later than Monday, February 1, 2021, if any changes have occurred since the last election the county has held for your entity.
- C. The Participating Political Subdivisions shall procure and provide the County Election Officer with the ballot layout and Spanish interpretation in an electronic format (word.doc preferred).
 - 1. The Participating Political Subdivisions shall deliver to the County Election Officer as soon as possible after the election has been ordered any proposition wording in English and Spanish. Candidate names should be given after the drawing. Should receive all information no later than Wednesday, February 17, 2021.
 - 2. Exhibit "D" is provided with a listing of races and/or propositions on the ballot for each Participating Political Subdivisions pending any additions, cancellations, or withdrawals.
 - 3. The Participating Political Subdivisions shall approve the "blue line" ballot format prior to printing.
- D. The Participating Political Subdivisions shall post the publication of the "Election Order" and "Election Notice" by the proper methods with the proper media in accordance with the Texas Election Code. Additional publications would be handled by the Political Subdivisions to meet any special posting requirements during special elections. (See Section I part F of this contract)



- E. The Participating Political Subdivisions shall compensate the County Election Officer for any additional verified cost incurred in the process of running this election or for a manual recount this election may require, or for a required runoff election consistent with charges and hourly rates shown on Exhibit "C" for required services.
- F. The Participating Political Subdivisions shall submit this signed contract and pay the County Election Officer a deposit of 80% of the estimated cost to run the said election prior to Friday, March 26, 2021. The County Election Officer shall place the funds in a "contract fund" as prescribed by Section 31.100 of the Texas Election Code.

The Deposit should be delivered within the mandatory time frame to:

**Ellis County Treasurer
Att. Cheryl Chambers
109 S. Jackson Street
Waxahachie, Texas 75165**

Made payable to: "Ellis County Treasurer" with the note "for election services" included with check documentation.

The signed contract should be delivered or mailed to:

**Ellis County Elections
Attn: Jana Onyon
204 E Jefferson Street
Waxahachie, Texas 75165**

- G. The Participating Political Subdivisions shall pay any additional cost and/or remaining final cost of conducting said election or any required runoff elections pursuant to the Texas Election Code, Section 31.100, within 30 days from the date the final billing was received.

III. COST OF SERVICES. See Exhibit "C."

- A. All actual shared cost incurred in the conduct of the election will be divided by the Participating Political Subdivisions contracting with the County Election Officer to hold the said election. If one of the Participating Political Subdivisions cancels their election, the full cost of the election will be the responsibility of the remaining Participating Political Subdivisions.



- B. An addendum of Exhibit "C" to the contract shall be provided to the remaining participating Political Subdivisions no later than five (5) business days after receipt of any Political Subdivisions notification of intent to withdraw in writing by Ellis County.
- C. If a Runoff Election is required, all cost will be billed to the Participating Political Subdivisions. Runoff Election will be held on Saturday, June 5, 2021 (subject to changes), if required.

IV. GENERAL PROVISIONS.

- A. Nothing contained in this contract shall authorize or permit a change in the officer with whom or the place at which any document or record relating to the said Election is to be filed or the place at which any function is to be carried out, or any nontransferable functions specified under Section 31.096 of the Texas Election Code.
- B. Upon request, the County Election Officer will provide copies of all invoices and other charges received in the process of running said election for the Participating Political Subdivisions.
- C. If a Participating Political Subdivision cancels an election pursuant to the Texas Election Code, they will not be liable for any further costs incurred by the County Election Officer in conducting the said Election. Notice of a cancelled election should be provided to the County Election Officer as soon as the Participating Political Subdivision has approved it in council meeting.
- D. If any provision of this joint election contract and election services agreement is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions shall continue and be given effect as if the illegal or invalid provisions had never been incorporated.
- E. The Elections Administrator of Ellis County, Texas and all of the contracting authorities of all of the participating political subdivisions listed in this joint election contract and election services agreement represent that each has the full right, power and authority to enter and perform this Contract in accordance with all of the terms and conditions, and that the execution and delivery of this Contract has been made by authorized representatives of the parties to validly and legally bind the parties to all terms, performances and provisions set forth in this Contract.



- F. The County Election Officer shall file copies of this contract with the County Auditor and the County Treasurer of Ellis County, Texas (Sec. 31.099).
- G. Neither party shall be deemed to have breached any provision of this contract as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, other catastrophes, or any other occurrences which are reasonably beyond any party's control. The parties are required to use due caution and preventive measures to protect against the effects of a force majeure event, and the burden of proving that a force majeure event has occurred shall rest on the party seeking relief under this provision. The party seeking relief due to force majeure is required to promptly notify the other parties in writing, citing the details of the force majeure event and relief sought, and shall resume performance immediately after the obstacles to performance caused by a force majeure event have been removed, provided the Contract has not been terminated. Delay or failure of performance, by either party to this Contract, caused solely by a force majeure event, shall be excused for the period of delay caused solely by the force majeure event.
- H. Due to recent concerns, if it is determined by the Ellis County Elections Administrator and the Commissioners Court of Ellis County that the health and safety of the Ellis County employees, poll workers, volunteers, and other people involved in conducting an election would be placed in danger by conducting an election according to the terms of this agreement, then the Ellis County Elections Administrator and Commissioners Court of Ellis County, at their sole discretion, may elect not to conduct an election for the political subdivision. If Ellis County elects not to handle the election of a local subdivision due to health and safety concerns, then Ellis County will provide written notice to the political subdivision with sufficient time for the political subdivision to comply with the Election Code. Furthermore, Ellis County will rent the voting equipment, for a reasonable price, to said political subdivision if it chooses to move forward with the election.
- A. All parties agree to comply with Section 2270.002 and Section 2252.152 of the Texas Government Code.



WITNESS BY MY HAND THIS THE _____ DAY OF _____ 2021

Jana Onyon, CERA
Elections Administrator
Ellis County, Texas

WITNESS BY MY HAND THIS THE _____ DAY OF _____ 2021

By: _____
Signature Printed Name and Title

Political Subdivision Name: _____
Printed

Ellis County, Texas Condado de Ellis, Texas
Joint General and Special Elections Elecciones General y Especial Conjunta
May 1, 2021 01 de mayo de 2021
Early Voting Vote Centers Centros de votación adelantada

The below listed Early Voting Vote Centers will be established for any qualified voter with an effective date of registration on or before May 1, 2021. A voter may vote at any of the Early Voting Vote Centers for the Joint General and Special Elections.

Las ubicaciones para centros de votación anticipada que se enumeran a continuación se establecerán para cualquier votante calificado con una fecha efectiva de registro en o antes del 01 de mayo de 2021. Un votante puede votar en cualquiera de los lugares de votación anticipada para las Elecciones General y Especial Conjunta.

Early Voting Location Dates and Times:

Ubicación, fechas, y horarios de la votación anticipada:

- | | |
|--|--|
| 1. Elections Office (Main Location) 204 E. Jefferson Street | Waxahachie, TX 75165 |
| 2. Midlothian Conference Ctr (Foyer) 1 Community Circle Dr. | Midlothian, TX 76065 |
| 3. Palmer ISD Annex Bldg (Portable Bldg) 303 Bulldog Way | Palmer, TX 75152 |
| 4. Ellis County Sub-Courthouse (Foyer) 207 S. Sonoma Trail | Ennis, TX 75119 |
| 5. Red Oak Municipal Center (Pitts Rm) 200 Lakeview Pkwy | Red Oak, TX 75154 |
| 6. *Waxahachie ISD Admin Bldg (BoardRm) 411 N. Gibson Wax., TX 75165 (WISD) | |
| 7. *Mt Gilead Baptist Church (Fellowship Hall) 106 Harris St. | Italy, TX 76651 (Italy/Milford) |

Monday, April 19, 2021 <i>lunes, 19 de abril de 2021</i>	through <i>hasta</i>	Friday, April 23, 2021 <i>viernes, 23 de abril de 2021</i>	8:00 AM - 5:00 PM <i>8:00 AM - 5:00 PM</i>
Saturday, April 24, 2021 <i>sábado, 24 de abril de 2021</i>			8:00 AM - 4:00 PM <i>8:00 AM - 4:00 PM</i>
Monday, April 26, 2021 <i>lunes, 26 de abril de 2021</i>	and <i>y</i>	Tuesday, April 27, 2021 <i>martes, 27 de abril de 2021</i>	7:00 AM - 7:00 PM <i>7:00 AM - 7:00 PM</i>

Last day to register to vote for the Joint General and Special Elections is: Thursday, April 01, 2021.

Último día para registrarse para votar en la Elecciones General y Especial Conjunta es: jueves, 01 de abril de 2021.

Last day for the Election's Office to receive a Regular or FPCA Ballot by Mail Application: Tuesday, April 20, 2021.

El Último día para que la Oficina de Elecciones reciba una solicitud regular o una solicitud de tarjeta postal federal para votar por correo (FPCA-por sus siglas en inglés) es: martes, 20 de abril de 2021.

Absentee Application (Regular or Federal Postcard) for ballot by mail shall be mailed to:

Early Voting Clerk, 204 E Jefferson Street, Waxahachie, Texas 75165

Or email a scanned copy of signed application to elections@co.ellis.tx.us

Or faxed to 972-923-5194 (If faxed or emailed, then must receive original application within 4 days)

Las solicitudes (Regular o FPCA) de boletas electorales por correo deben enviarse por correo a:

Secretaria de la Votación Adelantada 204 E. Jefferson Street Waxahachie, TX 75165

O por correo electrónico una copia e su aplicación firmada a elections@co.ellis.tx.us

O por fax al 972-923-5194 (Si se envía por fax o correo electrónico, debe recibir la solicitud original dentro de los cuatro días)

****Locations #6-#7 pending if any of the listed Political Subdivisions cancel their Election.**

Ellis County, Texas *Condado de Ellis, Texas*
Joint General and Special Elections *Elecciones General y Especial Conjunta*
May 1, 2021 *01 de mayo de 2021*
Election Day Vote Centers *Centros de votación el día de las elecciones*

Polls open from 7:00 am to 7:00 pm

Horario de votación estarán abiertos de 7:00 am a 7:00 pm

The below listed Election Day Vote Centers will be established for any qualified voter with an effective date of registration on or before May 1, 2020. A voter may vote at any of the Election Day Vote Centers for the Joint General and Special Elections.

Las ubicaciones para centros de voto de días de votación se establecerán para cualquier votante calificado con una fecha efectiva de registro en o antes del 01 de mayo de 2021. Un votante puede votar en cualquiera de los centros de votación de día de las elecciones para las Elecciones General y Especial Conjunta.

- | | | |
|----|--|----------------------|
| 1 | ELLIS COUNTY SUB-COURTHOUSE (Foyer) 207 S SONOMA TRAIL | ENNIS, TX 75119 |
| 2 | ENNIS PUBLIC LIBRARY (Learning Center) 501 W. ENNIS AVE | ENNIS, TX 75119 |
| 3 | FAITH ASSEMBLY OF GOD CHURCH (Fellowship Hall) 1810 W BALDRIDGE ST. | ENNIS, TX 75119 |
| 4 | FERRIS PUBLIC LIBRARY (Trussell Mtg Rm) 301 E 10TH STREET | FERRIS, TX 75125 |
| 5 | MT GILEAD BAPTIST CHURCH (Cafeteria) 106 HARRIS ST. | ITALY, TX 76651 |
| 6 | FIRST BAPTIST CHURCH-MAYPEARL (Cafeteria) 5744 FM 66 | MAYPEARL, TX 76064 |
| 7 | MIDLOTHIAN CHURCH OF CHRIST (Rear Foyer) 1627 N HWY 67 | MIDLOTHIAN, TX 76065 |
| 8 | MIDLOTHIAN CONFERENCE CTR (Ballroom) 1 COMMUNITY CIRCLE DR | MIDLOTHIAN, TX 76065 |
| 9 | MOUNTAIN PEAK COMMUNITY CHURCH (Sanctuary) 751 W. FM 875 | MIDLOTHIAN, TX 76065 |
| 10 | GRACE CHURCH OF OVILLA (Flex Room) 519 WESTMORELAND RD | OVILLA, TX 75154 |
| 11 | PALMER ISD ANNEX BUILDING (Portable Bldg) 303 BULLDOG WAY | PALMER, TX 75152 |
| 12 | EASTRIDGE BAPTIST CHURCH (Gym) 732 E OVILLA RD | RED OAK, TX 75154 |
| 13 | RED OAK MUNICIPAL CENTER (Pitts Room) 200 LAKEVIEW PKWY | RED OAK, TX 75154 |
| 14 | ELLIS COUNTY WOMANS BUILDING (Main Room) 407 W JEFFERSON ST. | WAXAHACHIE, TX 75165 |
| 15 | FARLEY STREET BAPTIST CHURCH (GYM) 1116 BROWN ST. | WAXAHACHIE, TX 75165 |
| 16 | PARK MEADOWS BAPTIST CHURCH (Foyer) 3350 N HWY 77 | WAXAHACHIE, TX 75165 |
| 17 | SALVATION ARMY OF ELLIS COUNTY (Cafeteria) 620 FARLEY ST. | WAXAHACHIE, TX 75165 |
| 18 | * MILFORD COMMUNITY CENTER 109 S. MAIN STREET MILFORD, TX 76670 | (Milford ISD/City) |
| 19 | * ALMA COMMUNITY CENTER 104 INTERURBAN RD ENNIS, TX 75119 | (Alma) |
| 20 | * LIFEPOINT COMMUNITY 201 LOUISE RITTER RD RED OAK, TX 75154 | (Pecan Hill) |
| 21 | * MARVIN ELEMENTARY SCHOOL (CAFETERIA) 110 BROWN STREET WAXAHACHIE, TX 75165 | (WISD) |

Last day to register to vote for the Joint General and Special Elections is: Thursday, April 01, 2021.

Último día para registrarse para votar en la Elecciones General y Especial Conjunta es: jueves, 01 de abril de 2021.

Last day for the Election's Office to receive a Regular or FPCA Ballot by Mail Application: Tuesday, April 20, 2021.

El Último día para que la Oficina de Elecciones reciba una solicitud regular o una solicitud de tarjeta postal federal para votar por correo (FPCA- por sus siglas en inglés) es: martes, 20 de abril de 2021.

For More Information: Website at www.co.ellis.tx.us/Elections

OR Contact us at Elections Office 204 E Jefferson Waxahachie, TX 75165 972-825-5195

OR Facebook.com/EllisCountyElections

****Locations #18-#21 pending if any of the listed Political Subdivisions cancel their Election.**

**Estimated Cost for May 1, 2021 Joint Election
with 28 Political Subdivisions (Estimated Cost Before Cancellations)**

Item	Estimated Total Invoiced Cost of Election
Election Day Locations	21
Early voting Locations	9
Election Systems & Software (ES&S) Ballots Cost Estimated	\$1,900.00
Election Systems & Software (ES&S) Ballot Layout Charges Estimated	\$3,300.00
Election Systems & Software (ES&S) Ballot Audio Charges Estimated	\$8,200.00
Election Systems & Software (ES&S) Electronic Voting system programing Estimated	\$8,500.00
Election Systems & Software (ES&S) Testing and Coding Ballots Estimated	\$1,350.00
Newspaper Public Notice of Testing of Electronic Voting System	\$400.00
Newspaper Public Notice of Joint Election	\$4,300.00
Precinct Kits for Early Voting and Election Day: Labels, paper, envelopes, supplies, pens, tape, copies for precinct packets and training packets, signs for posting of state required information at polling place	\$1,500.00
Rental of County voting equipment DS200 Machines at \$57.50 each	\$1,897.50
Rental of County voting equipment ExpressVote Terminal Marking Device (ADA) at \$33.25 each	\$5,818.75
Movers Transportation of Voting Equipment 30 Early Voting and Election Day locations Dropped off and picked up after election	\$3,200.00
Voting Places Rental Charges locations	\$2,180.00
Election Day # of Poll workers	87
Election Day: Judges at \$10.50, Alternate Judges at \$9.50, Clerks at \$9.00 Estimated 21 Polling Location on Election day Estimated 87 poll workers, 15 hours on ED, 2 hours training, Judge pickup fees \$25	\$15,550.00
Early voting # of Poll workers	27
Early Voting: Judges at \$10.50, Clerks at \$9.00 at 9 Early Voting Locations Estimated 27 Poll Workers 68reg hours, 3 overtime hours, 2 hours training, Judge pickup fees \$25, Fica, Medicare	\$19,500.00
Absentee Mail Ballots Request	1500
Cost for Early Voting mail Ballots for postage and materials for each for ballot mailed	\$3,285.00
Early Voting Ballot Board and Cental Counting Station Workers	\$300.00
WiFi for Early voting and Election Day Laptops	\$860.00
Additional Office Personnel to assist before/during/after the Election and technicians for Early Voting and Election Day, and Election employee accrual overtime hours	\$8,000.00
Technichians Mileage for Early Voting and Election Day Support at polling sites	\$155.00
Estimated Cost of Election Expenses	\$90,196.25
Estimated Election Services Contract 10% Admin Fee	\$9,019.63
Estimated Total Cost of Joint Election	\$99,215.88

Political Subdivisions estimated cost of contracting with the Elections Department for May 1, 2021 Joint Election (Estimated Cost Before Cancellations)		
ENTITY	Voters 1/2021	Estimated Cost
GRAND PRAIRIE	23	\$1,450.00
VENUS	189	\$1,450.00
GARRETT	254	\$2,500.00
ALMA	271	\$2,500.00
MANSFIELD	287	\$2,500.00
BARDWELL	291	\$2,500.00
MILFORD	468	\$2,500.00
PECAN HILL	502	\$2,500.00
CEDAR HILL	526	\$2,500.00
MAYPEARL	557	\$2,500.00
MILFORD ISD (Includes Hill County)	674	\$2,500.00
OAK LEAF	1161	\$2,500.00
ITALY	1219	\$2,500.00
PALMER	1396	\$2,500.00
FERRIS	1568	\$2,500.00
ITALY ISD	1991	\$2,500.00
OVILLA (Includes Dallas County)	3163	\$2,500.00
PALMER ISD	3963	\$2,500.00
MAYPEARL ISD	3984	\$2,500.00
FERRIS ISD (Includes Dallas County)	5799	\$3,400.00
RED OAK	8972	\$4,000.00
ENNIS	10264	\$4,300.00
ENNIS ISD (Includes Navarro County)	15585	\$5,500.00
RED OAK ISD	20774	\$5,900.00
MIDLOTHIAN	23758	\$6,700.00
WAXAHACHIE	25320	\$7,100.00
MIDLOTHIAN ISD	33953	\$9,500.00
WAXAHACHIE ISD	35594	\$9,900.00

As of 1/7/2021 Subject to changes after Political Subdivision withdrawal and/or cancel the Election.
Revised report with deposit amount and invoice will be given after the deadline to cancel an election has
past.

**The following Political Subdivisions will be having an Election on May 1, 2021.
Entities will be contracting with the Election's Department to conduct their Election.**

City of Alma General Election for the purpose of electing a Mayor and two At-Large Council Members – Vote for 2
 City of Bardwell General Election for the purpose of electing a Mayor and two At-Large Council Members – Vote for 2
 City of Cedar Hill General Election for the purpose of electing At-Large Council Member Places 1 & 4
 City of Ennis General Election for the purpose of electing a Mayor and Commissioner Ward District 1
 City of Ferris General Election for the purpose of electing At-Large Alderman Places 2, 3 & 5
 City of Garrett General Election for the purpose of electing a Mayor and At-Large Council Member Places 1 & 2
 City of Grand Prairie General Election for the purpose of electing At-Large Council Member Place 8 & District 6
 City of Italy General Election for the purpose of electing a Mayor and two At-Large Council Members – Vote for 2
 City of Mansfield General Election for the purpose of electing At-Large Council Member Places 3, 4 & 5
 City of Maypearl General Election for the purpose of electing a Mayor and three At-Large Council Members – Vote for 3
 City of Midlothian General Election for the purpose of electing At-Large Council Member Places 5 & 6
 City of Milford General Election for the purpose of electing two At-Large Council Members – Vote for 2
 City of Oak Leaf General Election for the purpose of electing At-Large Council Member Places 1, 2 & 3
 City of Ovilla General Election for the purpose of electing a Mayor and At-Large Council Member Places 2 & 4
 City of Palmer General Election for the purpose of electing a Mayor and two At-Large Council Members – Vote for 2
 City of Pecan Hill General Election for the purpose of electing At-Large Council Member Places 3, 4 & 5
 City of Red Oak General Election for the purpose of electing a Mayor and At-Large Council Member Places 1 & 3
 City of Venus General Election for the purpose of electing a Mayor and At-Large Council Member Places 1 & 2
 City of Waxahachie General Election for the purpose of electing At-Large Council Member Places 4 & 5

Ennis ISD General Election for the purpose of electing At-Large Member of Board of Trustees Places 3, 4 & 5
 Ferris ISD General Election for the purpose of electing At-Large Member of Board of Trustees Places 1, 2 & 3
 Italy ISD General Election for the purpose of electing two At-Large Member of Board of Trustees – Vote for 2
 Maypearl ISD General Election for the purpose of electing three At-Large Member of Board of Trustees – Vote for 3
 Midlothian ISD General Election for the purpose of electing At-Large Member of Board of Trustees Places 1, 2 & 3
 Milford ISD General Election for the purpose of electing three At-Large Member of Board of Trustees – Vote for 3
 Palmer ISD General Election for the purpose of electing three At-Large Member of Board of Trustees – Vote for 3
 Red Oak ISD General Election for the purpose of electing At-Large Member of Board of Trustees Places 6 & 7
 Waxahachie ISD General Election for the purpose of electing At-Large Member of Board of Trustees Places 3, 4, & 5

Revised (*Revisado*) 1/7/2021 Subject to changes (*sujeito a cambios*)

All races will be vote for one unless noted otherwise. List is pending if any of the listed Political Subdivisions cancel the election. (*Todas las carreras votaran por una a menos que se indique lo contrario.*)

La lista esta pendiente si alguna de las subdivisiones politicas enumeradas cancela su eleccion.)



CITY OF MANSFIELD

1200 E. Broad St.
Mansfield, TX 76063
mansfieldtexas.gov

STAFF REPORT

File Number: 21-3959

Agenda Date: 2/22/2021

Version: 1

Status: Approval of Minutes

In Control: City Council

File Type: Meeting Minutes

Agenda Number:

Title

Minutes - Approval of the February 8, 2021 Regular City Council Meeting Minutes

Requested Action

Action to be taken by the Council to approve the minutes.

Recommendation

Approval of the minutes by the Council.

Description/History

The minutes of the February 8, 2021 Regular City Council Meeting are in DRAFT form and will not become effective until approved by the Council at this meeting.

Justification

Permanent Record

Funding Source

N/A

Prepared By

Susana Marin, TRMC, City Secretary
817-276-4203



CITY OF MANSFIELD

1200 E. Broad St.
Mansfield, TX 76063
mansfieldtexas.gov

Meeting Minutes - Draft

City Council

Monday, February 8, 2021

4:00 PM

Council Chambers

REGULAR MEETING

4:00 P.M. - CALL MEETING TO ORDER

Mayor Evans called the meeting to order at 4:01 p.m.

Mayor Evans advised the public they could participate during the meeting by registering through the link provided on the posted agenda or by phone. He also advised the public could address the Council by submitting an online speaker card through the city's website or by direct email to City Secretary Susana Marin.

Present 7 - Larry Broseh; Julie Short; Mike Leyman; Casey Lewis; Todd Tonore; Michael Evans and Tamera Bounds

RECESS INTO EXECUTIVE SESSION

In accordance with the Texas Government Code, Chapter 551, Mayor Evans recessed the meeting into executive session at 4:04 p.m. Mayor Evans called the executive session to order in the Council Conference Room at 4:06 p.m. Mayor Evans adjourned executive session at 7:37 p.m.

Pending or Contemplated Litigation or to Seek the Advice of the City Attorney Pursuant to Section 551.071

Seek Advice of City Attorney Regarding Pending Litigation - Cause No. 348-270155-14

Seek Advice of City Attorney Regarding Legal Duties, Responsibilities, and Authority of Elected Officials

Seek Advice of City Attorney on Matters Relating to HIPPA Protected Information

Seek Advice of City Attorney Regarding Legal Issues Relating to Governmental Procurement

Discussion Regarding Possible Purchase, Exchange, Lease, or Value of Real Property Pursuant to Section 551.072

Possible Land Sale of MEDC Owned Property in the Mansfield International Business Park

Personnel Matters Pursuant to Section 551.074

Deliberation Regarding Commercial or Financial Information Received From or the Offer of a Financial or Other Incentive Made to a Business Prospect Seeking to Locate, Stay or Expand in or Near the Territory of the City and with which the City is Conducting Economic Development Negotiations Pursuant to Section 551.087

Economic Development Project 21-02

6:50 P.M. – COUNCIL BREAK PRIOR TO REGULAR BUSINESS SESSION

7:00 PM OR IMMEDIATELY FOLLOWING EXECUTIVE SESSION - RECONVENE INTO REGULAR BUSINESS SESSION

Mayor Evans reconvened into regular business session at 7:42 p.m.

INVOCATION

Rush Creek Church Pastor Scott Oldenburg gave the Invocation.

PLEDGE OF ALLEGIANCE

Council Member Broseh led the Pledge of Allegiance.

TEXAS PLEDGE

"Honor the Texas Flag; I Pledge Allegiance to Thee, Texas, One State Under God; One and Indivisible"

Council Member Short led the Texas Pledge.

PRESENTATION

Recognition of Outgoing Mayor Pro Tem

Former Mayor David Cook recognized outgoing Mayor Pro Tem Short for her leadership and service.

CITIZEN COMMENTS

Carmin MacMillan - 751 N Main Street - Ms. MacMillan spoke regarding the Feed the Need Food Drive benefiting the Mansfield Mission Center and thanked the Council and the community for their efforts in raising over 75,000 items of food and \$10,000 in donations.

COUNCIL ANNOUNCEMENTS

Mayor Pro Tem Leyman had no announcements.

Council Member Short noted the Mayor and herself spent time at Mary Lou's Coffee Shop on Saturday, February 6, 2021 to collect donations of food for the food drive.

Council Member Lewis stated he appreciates the Historic Mansfield Business Associated for putting on the Food Drive and would like it to be an annual event.

Council Member Tonore agreed with his fellow Council Members and thanked the citizens for their donations.

Council Member Bounds stated it was game on next year and recognized everyone's hard work on the Food Drive.

Council Member Broseh had no announcements.

Mayor Evans had no announcements.

STAFF COMMENTS

City Manager Report or Authorized Representative

Current/Future Agenda Items

Internship Program Update - Nicolette Allen

Assistant to the City Manager Nicolette Allen gave a brief update on the internship program and noted the City is in the process of hiring four new interns. Nicolette introduced current intern Briana "Bri" Date, who spoke regarding her internship experience with the City. City Manager Joe Smolinski recognized Bri for her great work.

Neighborhood Leadership Roundtable Update - Bernadette McCranie

Assistant to the City Manager Bernadette McCranie gave an update regarding the Neighborhood Leadership Roundtable and answered Council questions.

Police Department Report

[21-3943](#)

Presentation of the Mansfield Police Department Annual Contact Report for 2020

Police Chief Tracy Aaron presented the annual contract report and answered Council questions. Mayor Evans recognized and thanked Chief Aaron for his service to the city.

TAKE ACTION NECESSARY PURSUANT TO EXECUTIVE SESSION

A motion was made by Council Member Short to authorize the City Manager to make application for the grant discussed in executive session. Seconded by Council Member Bounds. The motion CARRIED by the following vote:

Aye: 7 - Larry Broseh; Julie Short; Mike Leyman; Casey Lewis; Todd Tonore; Michael Evans and Tamara Bounds

Nay: 0

Abstain: 0

A motion was made by Council Member Tonore to approve the MEDC to negotiate LOI's as discussed in executive session. Seconded by Mayor Pro Tem Leyman. The motion CARRIED by the following vote:

Aye: 5 - Larry Broseh;Julie Short;Mike Leyman;Todd Tonore and Michael Evans

Nay: 2 - Casey Lewis and Tamera Bounds

Abstain: 0

CONSENT AGENDA

[21-3946](#)

Resolution - A Resolution by the City Council of the City of Mansfield, Texas Authorizing the City Manager to enter into an Interlocal Agreement with the City of Midlothian for the Purpose of Cooperative Purchase of Goods, Products and/or Services

A motion was made by Council Member Broseh to approve the following resolution:

A RESOLUTION OF THE CITY OF MANSFIELD, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE CITY OF MIDLOTHIAN FOR THE PURPOSE OF COOPERATIVE PURCHASE OF GOODS, PRODUCTS AND/OR SERVICES

(Resolution in its entirety located in the City Secretary's Office)

Seconded by Council Member Short. The motion CARRIED by the following vote:

Aye: 7 - Larry Broseh;Julie Short;Mike Leyman;Casey Lewis;Todd Tonore;Michael Evans and Tamera Bounds

Nay: 0

Abstain: 0

Enactment No: RE-3723-21

[21-3939](#)

Minutes - Approval of the January 25, 2021 Regular City Council Meeting Minutes

A motion was made by Council Member Broseh to approve the minutes of the January 25, 2021 Regular City Council Meeting as presented. Seconded by Council Member Short. The motion CARRIED by the following vote:

Aye: 7 - Larry Broseh;Julie Short;Mike Leyman;Casey Lewis;Todd Tonore;Michael Evans and Tamera Bounds

Nay: 0

Abstain: 0

ITEMS TO BE REMOVED FROM THE CONSENT AGENDA

[21-3938](#)

Resolution - A Resolution Authorizing the City Manager and the Police Department to Make Application, Receive, and Expend Grant Funding from The Criminal Justice Department (CJD) of the Governor's Office of the State of Texas to Upgrade the In-Car Video Equipment of the Following Police Divisions: Patrol, Traffic, Commercial Vehicle Enforcement, and Community Resource

Council Member Bounds removed this item from the consent agenda. Chief Aaron answered Council questions.

A motion was made by Council Member Bounds to approve the following resolution:

A RESOLUTION AUTHORIZING THE CITY MANAGER AND THE POLICE DEPARTMENT TO MAKE APPLICATION, RECEIVE, AND EXPEND GRANT FUNDING FROM THE JUSTICE ASSISTANCE GRANT (JAG) OF THE GOVERNOR'S OFFICE OF TEXAS TO UPGRADE THE IN-CAR VIDEO EQUIPMENT OF POLICE DEPARTMENT UNITS. THE AMOUNT OF THE AWARD WILL NOT EXCEED \$176,610 AND DOES NOT REQUIRE A MATCH

(Resolution in its entirety located in the City Secretary's Office)

Seconded by Mayor Pro Tem Leyman. The motion CARRIED by the following vote:

Aye: 7 - Larry Broseh; Julie Short; Mike Leyman; Casey Lewis; Todd Tonore; Michael Evans and Tamera Bounds

Nay: 0

Abstain: 0

Enactment No: RE-3724-21

END OF CONSENT AGENDA

NEW BUSINESS

[21-3941](#)

Ordinance - Approval of an Ordinance of the City Council of the City of Mansfield, Texas Authorizing the Issuance and Sale of City of Mansfield, Texas, Waterworks and Sewer System Revenue Bonds, Series 2021; Providing for the Security for and Payment of Said Bonds; Prescribing the Form of Said Bonds; Approving Execution and Delivery of a Deposit Agreement; Approving the Official Statement; Approving an Engagement Letter and Enacting Other Provisions Relating Thereto

Director of Finance Troy Lestina introduced Hilltop Securities representatives Nick Bulaich and Boyd London, the City's financial advisors, as well as Bracewell representative Robert Collins, the City's bond attorney. Nick gave a presentation on

the bond sale overview/plan of finance, bid tab, and the final refunding results. Troy, Nick, and the Director of Utilities Jeff Price answered Council questions. Council Member Short, Mayor Pro Tem Leyman, and City Manager Joe Smolinski recognized Troy's efforts. Joe also recognized City staff.

A motion was made by Council Member Broseh to approve the following ordinance:

AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS, AUTHORIZING THE ISSUANCE AND SALE OF CITY OF MANSFIELD, TEXAS, WATERWORKS AND SEWER SYSTEM REVENUE REFUNDING BONDS, SERIES 2021, IN THE AGGREGATE PRINCIPAL AMOUNT OF \$7,425,000; PROVIDING FOR THE SECURITY FOR AND PAYMENT OF SAID BONDS; PRESCRIBING THE FORM OF SAID BONDS; APPROVING EXECUTION AND DELIVERY OF A DEPOSIT AGREEMENT; APPROVING THE OFFICIAL STATEMENT; APPROVING AN ENGAGEMENT LETTER; AND ENACTING OTHER PROVISIONS RELATING THERETO

(Ordinance in its entirety located in the City Secretary's Office)

Seconded by Council Member Lewis. The motion CARRIED by the following vote:

Aye: 7 - Larry Broseh; Julie Short; Mike Leyman; Casey Lewis; Todd Tonore; Michael Evans and Tamera Bounds

Nay: 0

Abstain: 0

Enactment No: OR-2200-21

[21-3942](#)

Ordinance - Approval of an Ordinance of the City of Mansfield, Texas Amending Chapter 38, "Taxation and Finance" of the Code of Ordinances of Mansfield, Texas by Amending Provisions Related to Payment and Collection of the Hotel Occupancy Tax Levied by the City Pursuant to the Texas Tax Code; Providing That This Ordinance Shall be Cumulative of all Ordinances; Providing a Severability Clause; Providing a Penalty for Violation; and Providing an Effective Date

Troy Lestina clarified the amendments to Chapter 38, "Taxation and Finance" of the City's Code of Ordinances, which included changing the taxes to be paid to the City from a quarterly basis to a monthly basis, updating the use of funds, and updating internet providers.

A motion was made by Council Member Short to approve the following ordinance:

AN ORDINANCE OF THE CITY OF MANSFIELD, TEXAS AMENDING CHAPTER 38, "TAXATION AND FINANCE" OF THE CODE OF ORDINANCES OF THE CITY OF MANSFIELD, TEXAS BY AMENDING PROVISIONS RELATED TO PAYMENT AND COLLECTION OF THE HOTEL OCCUPANCY TAX LEVIED BY THE CITY PURSUANT TO THE TEXAS TAX CODE; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATION; AND PROVIDING AN EFFECTIVE DATE

(Ordinance in its entirety located in the City Secretary's Office)

Seconded by Council Member Bounds. The motion CARRIED by the following vote:

Aye: 7 - Larry Broseh; Julie Short; Mike Leyman; Casey Lewis; Todd Tonore; Michael Evans and Tamera Bounds

Nay: 0

Abstain: 0

Enactment No: OR-2201-21

[21-3945](#)

Ordinance - Approval of an Ordinance Requesting to Abandon Two Permanent Drainage Easements Relating to the Somerset Phase Three Addition to Bloomfield Homes, L.P.

Director of Public Works Bart VanAmburgh gave a brief presentation.

A motion was made by Council Member Broseh to approve the following ordinance:

AN ORDINANCE VACATING AND ABANDONING A 0.741 ACRE VARIABLE WIDTH DRAINAGE EASEMENT AND A 1.630 ACRE VARIABLE WIDTH DRAINAGE EASEMENT IN THE CRESANTO VELA SURVEY, ABSTRACT NO 851, CITY OF MANSFIELD, JOHNSON COUNTY, TEXAS, DECLARING THAT SUCH PROPERTY IS UNNECESSARY FOR USE BY THE PUBLIC; AUTHORIZING THE MAYOR OF THE CITY OF MANSFIELD, TEXAS, TO EXECUTE A QUITCLAIM DEED RELEASING PUBLIC OWNERSHIP INTEREST OR CONTROL OF SAID DRAINAGE EASEMENTS; AND PROVIDING FOR AN EFFECTIVE DATE

(Ordinance in its entirety located in the City Secretary's Office)

Seconded by Council Member Short. The motion CARRIED by the following vote:

Aye: 7 - Larry Broseh; Julie Short; Mike Leyman; Casey Lewis; Todd Tonore; Michael Evans and Tamera Bounds

Nay: 0

Abstain: 0

Enactment No: OR-2202-21

[21-3944](#)

Discussion - A Discussion by the City Council of the City of Mansfield, Texas to Determine Nominating a Candidate to Serve as a Board Member for Ellis County Appraisal District for Calendar Year 2021

Troy Lestina provided background information, recommended the Council not nominate a candidate to serve as Board Member at this time, and answered Council questions.

ADJOURN

A motion was made by Council Member Bounds to adjourn the meeting at 9:07 p.m. Seconded by Mayor Pro Tem Leyman. The motion CARRIED by the

following vote:

Aye: 7 - Larry Broseh; Julie Short; Mike Leyman; Casey Lewis; Todd Tonore; Michael Evans and Tamera Bounds

Nay: 0

Abstain: 0

ATTEST: Michael Evans, Mayor

Susana Marin, City Secretary



CITY OF MANSFIELD

1200 E. Broad St.
Mansfield, TX 76063
mansfieldtexas.gov

STAFF REPORT

File Number: 21-3963

Agenda Date: 2/22/2021

Version: 1

Status: Public Hearing

In Control: City Council

File Type: Resolution

Agenda Number:

Title

Resolution - Public Hearing and Resolution Approving and Endorsing the 2021 (47th year) Community Development Block Grant Project for Pond Street (East Broad Street to Lake Street)

Requested Action

Approve the Resolution endorsing the 2021 Community Development Block Grant Project.

Recommendation

Approve the Resolution.

Description/History

Each year the City of Mansfield participates in a consortium with 29 other cities through Tarrant County to apply for Community Development Block Grant (CDBG) funds. CDBG projects must fall within areas of the City that meet specific criteria based on income level. The targeted areas represent the low to moderate-income sections of the City according to the Census.

This year, Staff recommends the reconstruction of Pond St. from East Broad Street to Lake Street. Pond Street is an asphalt street with a short section of existing sidewalk that has deteriorated. The existing 6" water line along Pond St. is 33-year old PVC and the existing 15" sanitary sewer line is 41-year old PVC. The neighborhood on the east side of Pond Branch has been connected to the downtown area through a pedestrian bridge that connects to Kimball St. Currently, pedestrian access stops at Pond Street and will be connected to the sidewalk system that will be constructed in the neighborhood with this project.

The current status of the City's CDBG program is as follows:

Construction of the 46th Year CDBG project (Lake Street) will start construction this spring.

Justification

The City of Mansfield has participated in the Consortium since its inception in 1975 and has received over three million dollars in grant funds. The program is an excellent way to rehabilitate the targeted areas of the City without impacting the local tax rate.

Funding Source

The opinion of cost for the project including engineering fees is \$876,567.38 with approximately \$430,000 funded from the CDBG Grants (47th & 48th Years) and the remainder from the Street Bond Fund & Utility Fund.

Prepared By

Trace Hilton, Project Engineer, Engineering Department, 817-276-4247

RESOLUTION NO. _____**A RESOLUTION APPROVING AND ENDORSING THE 2021 (47TH YEAR) COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT FOR THE CITY OF MANSFIELD, TEXAS**

WHEREAS, the City of Mansfield shares in a cooperative agreement with Tarrant County for essential community development assistance activities under Public Law 93-383, The Housing and Community development Act of 1974, as amended; and,

WHEREAS, one public hearing for the purpose of identifying and discussing community development needs, receiving comments and adopting community development projects, has been duly held by the City of Mansfield; and,

WHEREAS, after said public hearing and due consideration, the City Council of Mansfield determined that the project “Paving, Drainage, and Utility Improvements for Pond St. (East Broad St. to Lake St.)” is eligible for funding under this Act, and approved the filing of the application of said funding; and,

WHEREAS, it is understood that any funds not expended on the specifically approved project will revert to the Community Development Contingency Fund, and should any repayment of funds be required by HUD due to ineligible or non-refundable projects, the City would be responsible for repayment.

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

SECTION 1.

The said 2021 Community Development Block Grant Project for the City of Mansfield be approved and endorsed.

PASSED AND APPROVED THIS THE 22ND DAY OF FEBRUARY, 2021.

Michael Evans, Mayor

ATTEST:

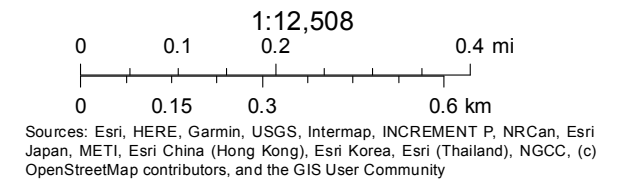
Susana Marin, City Secretary

CPD Maps - Consolidated Plan and Continuum of Care Planning Tool



January 17, 2020

Low Mod Blockgroup





CITY OF MANSFIELD

1200 E. Broad St.
Mansfield, TX 76063
mansfieldtexas.gov

STAFF REPORT

File Number: 21-3962

Agenda Date: 2/22/2021

Version: 1

Status: New Business

In Control: City Council

File Type: Resolution

Agenda Number:

Title

Resolution - A Resolution Authorizing Funding in an Amount Not to Exceed \$650,100.00 and Approval of Contracts, Including Design Services with Graver, to Prepare the US 287 Frontage Road Utility Relocations and 30-Inch Water Line Project for Public Bidding and Construction (Utility Fund)

Requested Action

Consider the authorization of funding and approval of contracts.

Recommendation

The authorization of funding in an amount not to exceed \$650,100.00 and approval of contracts, including design services with Graver, to prepare the US 287 Frontage Road Utility Relocations and 30-Inch Water Line project for public bidding and construction.

Description/History

The Texas Department of Transportation (TxDOT) is currently designing a project to construct US 287 frontage roads from Heritage Parkway north to the Union Pacific Railroad and south to Lone Star Road. The TxDOT project is anticipated to be bid this fall and construction is anticipated to begin in January 2022. Several existing city water and sewer lines are located within TxDOT's ROW within the limits of this project and are in conflict with the roadway improvements. These utility lines must be relocated to facilitate construction of the frontage roads.

This project will relocate the city water and sewer lines to an acceptable permanent location. The water lines at the north end of the project near the railroad may be allowed to remain in place which would result in a significant cost savings. In coordination with the beginning of the US 287 roadway project, the utility relocation project is anticipated to be completed in early 2022.

This project will also incorporate the design of a 30" water line along Lone Star Rd. from the west side of US 287 east to Southpointe Crossing, which is Project 14 in the Water Master Plan. Constructing the 30" water line prior to the frontage road project will result in a lower cost than constructing it after the roadway project is complete. The 30" water line construction is anticipated to follow the utility relocations. The exact schedule will be coordinated with TxDOT.

The requested funds are for design, survey, subsurface investigation and TxDOT coordination services with Graver in the amount of \$600,100, and easement acquisition and other miscellaneous services in the amount of \$50,000, for a total budget of \$650,100.

Justification

This project is necessary to relocate existing water and sewer lines in conflict with the TxDOT

US 287 Frontage Roads project and to construct a new 30" water line which is Project 14 in the Water Master Plan. All proposed construction is included in the Utility Capital Plan.

The Director of Public Works will be in attendance at the meeting to answer Council's questions regarding the proposed funding and contracts.

Funding Source

Utility Fund

Prepared By

Raymond Coffman, City Engineer, Engineering Department
817-276-4238

RESOLUTION NO. _____**A RESOLUTION AUTHORIZING FUNDING IN AN AMOUNT NOT TO EXCEED \$650,100.00 AND APPROVAL OF CONTRACTS, INCLUDING DESIGN SERVICES WITH GARVER, TO PREPARE THE US 287 FRONTAGE ROAD UTILITY RELOCATIONS AND 30-INCH WATER LINE PROJECT FOR PUBLIC BIDDING AND CONSTRUCTION (UTILITY FUND)**

WHEREAS, the City Council recognizes the need to proceed forward with design of the US 287 Frontage Road Utility Relocations and 30-Inch Water Line project for the benefit of the citizens of the City of Mansfield; and,

WHEREAS, City Staff has reviewed the proposal for the design of the US 287 Frontage Road Utility Relocations and 30-Inch Water Line project; and,

WHEREAS, the City Council has received the recommendation of Staff to contract with Garver for design services; and,

WHEREAS, it is necessary to authorize and secure funds from the Utility Fund.

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

SECTION 1.

Funding is hereby authorized in the amount of Six Hundred Fifty Thousand One Hundred and 00/100 Dollars (\$650,100.00) to prepare this project for public bidding and construction.

SECTION 2.

The City Manager or his designee is hereby authorized and directed to execute necessary contracts to prepare this project for public bidding and construction to include Garver for design services for an amount not to exceed \$600,100.00 and 00/100 Dollars (\$600,100.00).

PASSED AND APPROVED THIS THE 22ND DAY OF FEBRUARY, 2021.

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary

LOCATION MAP





CITY OF MANSFIELD

1200 E. Broad St.
Mansfield, TX 76063
mansfieldtexas.gov

STAFF REPORT

File Number: 21-3964

Agenda Date: 2/22/2021

Version: 1

Status: New Business

In Control: City Council

File Type: Consideration Item

Agenda Number:

Title

Discussion - Discussion and Possible Action by the City Council of the City of Mansfield, Texas
Regarding the Review of Existing Procurement Policies

Requested Action

City Council to discuss a review of the City's Procurement Policies.

Recommendation

A subcommittee appointment, the economic development subcommittee, should be formed to discuss updating the City's procurement policies to ensure fair practices for all vendors including women-owned and minority-owned business along with locally based vendors.

Description

A concern was presented during Citizen Comments at the January 25th City Council Meeting that the City of Mansfield needs to ensure inclusion for all groups for contracts and other services for bidding opportunities from the City.

A work session will be held with presentations by Andre McEwing, Supplier Diversity Manager at Tarrant County College and Andrew Nash, Director of Operations for Dallas Fort Worth Minority Supplier Development Council.

Justification

The City's purchasing policy is written to conform with the State of Texas procurement guidelines. The current practice is to utilize cooperating purchasing agreements that also adhere to the State of Texas guidelines while providing a resource of vendors for City's purchasing needs. This practice does not always permit all groups the same opportunity when the City is seeking the necessary bid information for the various contracts and services that are needed to serve the citizens.

Funding Source

N/A

Prepared By

Troy Lestina, Director of Finance; 817-276-4258



CITY OF MANSFIELD

1200 E. Broad St.
Mansfield, TX 76063
mansfieldtexas.gov

STAFF REPORT

File Number: 21-3965

Agenda Date: 2/22/2021

Version: 1

Status: New Business

In Control: City Council

File Type: Consideration Item

Agenda Number:

Title

Discussion - Discussion and Possible Action to Approve a Resolution of the Mansfield City Council to the Texas State Legislature in Support of Legislation that Prohibits Electricity Providers from Selectively Turning Off Power Supply to Other Critical Public Infrastructure Such as Regional Water Districts, Water Treatment Plants, and Sewer Lift Stations

Requested Action

Council discussion.

Recommendation

Defer to Council.

Description/History

Council Member Lewis requested this item be placed on the agenda for discussion.

City Manager Joe Smolinski has prepared the attached proposed resolution; which was requested by Council Member Lewis and supported by Council Members Tonore, Short and Bounds.

Justification

N/A

Funding Source

N/A

Prepared By

Susana Marin, TRMC, City Secretary

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANSFIELD, TEXAS TO THE TEXAS STATE LEGISLATURE IN SUPPORT OF LEGISLATION THAT PROHIBITS ELECTRICITY PROVIDERS FROM SELECTIVELY TURNING OFF POWER SUPPLY TO OTHER CRITICAL INFRASTRUCTURE SUCH AS REGIONAL WATER DISTRICTS, WATER TREATMENT PLANTS, SEWER TREATMENT PLANTS, PUMP STATIONS, AND SEWER LIFT STATIONS

WHEREAS, the City recognizes the importance of protecting the infrastructure that generates and delivers power to homes and businesses in Texas, which may from time to time require the implementation of rolling blackouts across the region and/or the State; and,

WHEREAS, the City also recognizes the importance of maintaining public health and safety to the community it serves, which simply cannot happen without the provision of safe drinking water and adequate sanitary sewer services; and,

WHEREAS, the City wishes to express its disbelief and disappointment that the Energy Reliability Council of Texas (hereinafter referred to as “ERCOT”), ONCOR Electric Delivery (hereinafter referred to as “ONCOR”), or any other service provider would so much as consider discontinuing electric service to critical water and sewer infrastructure during a global pandemic, particularly when proper hygiene has proven to be one of the most effective methods of preventing the spread of a deadly virus; and,

WHEREAS, the City is acutely aware that many of the water suppliers that serve the Dallas Fort Worth area were forced to issue Boil Water Notices as a result of an interruption in electric service; and,

WHEREAS, the City recognizes that almost all of the methods of communicating the the need to boil water prior to using it for hygiene or consumption require access to electricity and that boiling water also requires access to electricity; and,

WHEREAS, the City wishes to request the passage of legislation that prohibits ERCOT, ONCOR, or any other service provider from interrupting or discontinuing electric service to critical water and sewer infrastructure as a means of reducing load on the system.

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

SECTION 1.

That the Texas Legislature immediately pass legislation that prohibits ERCOT, ONCOR, or any other electric service provider from discontinuing electric service to critical water and sewer infrastructure.

SECTION 2

That the City Manager is hereby authorized and directed to make this Resolution available to all members of the Senate and House of Representatives on behalf of the City of Mansfield, Texas.

SECTION 3

The resolution shall take effect immediately from and after its passage.

PASSED AND APPROVED ON THIS 22nd DAY OF FEBRUARY, 2021.

Michael Evans, Mayor

ATTEST:

Susana Marin, City Secretary