

**ORDENANZA NO. 20131017-004**

**ORDENANZA PARA ORDENAR QUE SE REVOQUEN Y SE REEMPLAZEN LOS ADJUNTOS A, B, C, D y G DE LA ORDENANZA NO. 20130808-007B QUE CONVOCÓ LA ELECCIÓN ESPECIAL MUNICIPAL DEL 5 DE NOVIEMBRE, 2013, PARA ADJUNTAR UNA COPIA FIRMADA DE LA ORDENANZA QUE ESTATUYÓ EL LENGUAJE DE LA PROPOSICIÓN DE BONOS, PARA ADOPTAR CAMBIOS A LOS SITIOS DE VOTACIÓN DEL DÍA DE ELECCIONES, PARA INDICAR LOS JUECES Y DE JUECES ALTERNOS PRESIDENTES, PARA INDICAR LOS SITIOS DE VOTACIÓN ADELANTADA, Y PARA ADJUNTAR LOS CONVENIOS DE LA ELECCIÓN CONJUNTA; Y DECLARANDO QUE EXISTE UNA EMERGENCIA.**

**ORDÉNESE POR EL CONSEJO DE LA CIUDAD DE AUSTIN:**

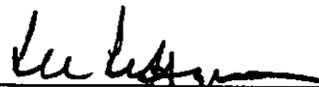
**PARTE I.** La Ordenanza No. 20130808-007B que convocó la Elección Especial Municipal del 5 de noviembre, 2013 se enmienda para revocar y reemplazar los Adjuntos A, B, C, D y G para adjuntar una copia firmada de la ordenanza que estatuyó el lenguaje de la proposición de bonos (Adjunto A), para adoptar cambios a los sitios de votación del día de elecciones (Adjunto B), para indicar los jueces y jueces alternos presidentes para el día de elecciones (Adjunto C), para indicar los sitios de votación adelantada (Adjunto D), y para adjuntar los convenios de la elección conjunta (Adjunto G).

**PARTE 2.** El Consejo determina que la necesidad de aprobar y publicar los sitios electorales y la lista de jueces electorales constituyen una emergencia. Por haber esta emergencia, la presente ordenanza tiene vigor inmediatamente al aprobarse para la conservación inmediata del orden público, la salud, y seguridad.

**ACORDADO Y APROBADO**

17 de Octubre, 2013

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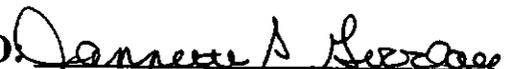
Lee Leffingwell  
Alcalde

**APROBADO:**



Karen M. Kennard  
Procurador/a de la Ciudad

**CERTIFICADO:**



Jannette S. Goodall  
Secretaria/o de la Ciudad

**EXHIBIT A**

**Proposition Ordinance**

**ORDENANZA NO. 20130808-007A**

**ORDENANZA PARA ESTATUIR EL LENGUAJE DE LA PROPOSICIÓN DE BONOS PARA LA ELECCIÓN ESPECIAL DE BONOS DEL 5 DE NOVIEMBRE, 2013; Y PARA DECLARAR UNA EMERGENCIA.**

**POR ORDEN DEL CONSEJO DE LA CIUDAD DE AUSTIN:**

**PARTE 1.** El Consejo estatuye que el siguiente lenguaje de la proposición de bonos sea presentado a los votantes en la elección especial de bonos el 5 de noviembre, 2013.

**PROPOSICIÓN**

¿Se debería autorizar al Consejo de la Ciudad de Austin, Texas para que emita bonos de obligación general y pagarés de la Ciudad para propósitos públicos de construir, renovar, mejorar, y equipar facilidades de viviendas costeables y de infraestructura para personas y familias de ingresos bajos; para adquirir terreno y participación en terreno y propiedad que sea necesario para lo mismo; para el financiamiento de programas de viviendas costeables de acuerdo con lo permitido por la ley para posibilitar estos propósitos; y para todo asunto necesario o incidental a lo mismo; que los bonos y pagarés se emitirán en una o más serie o emisiones, en una cantidad principal total de \$65,000,000 que se venzan en serie o de otra manera, y que el rédito o réditos del interés sea una cantidad o cantidades que no excedan los límites respectivos establecidos por ley cuando se emitan, y que se vendan al precio o precios, según lo determine el Consejo de la Ciudad; y se hará imposición, prenda, avalúo y recaudación anual de impuestos ad valoren en toda propiedad imponible en la Ciudad en cantidades suficientes para pagar el interés anual de dichos bonos y pagarés y para proporcionar un fondo de amortización para pagar dichos bonos y pagarés cuando se venzan?

**PARTE 2.** La proposición aparecerá en la boleta oficial substancialmente en la manera siguiente:

**PROPOSICIÓN**

La emisión de \$65,000,000 en bonos y pagares para viviendas costeables, para construir, renovar, mejorar y equipar viviendas costeables para personas y familias de ingresos bajos; para adquirir terreno y participación en terreno y propiedad que sea necesario para lo mismo; y para el financiamiento de

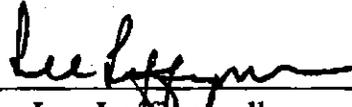
programas de viviendas costeables de acuerdo con lo permitido por la ley; y para imponer un impuesto que sea suficiente para pagar los bonos y pagares.

**PARTE 3.** El Consejo determina que el hecho de tenerse que iniciar inmediatamente los preparativos requeridos para esta elección constituye una emergencia. Por haber dicha emergencia, esta ordenanza tiene vigor inmediatamente al aprobarse para la conservación inmediata del orden público, la salud, y seguridad.

**ACORDADO Y APROBADO**

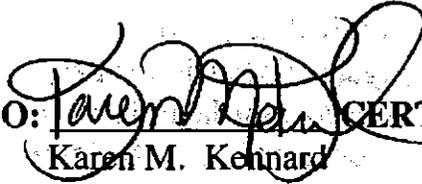
8 de Agosto, 2013

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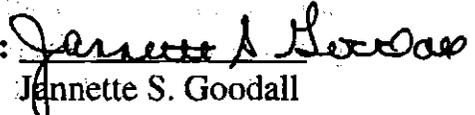
Lee Leffingwell  
Alcalde

APROBADO:



Karen M. Kennard  
Procurador de la Ciudad

CERTIFICADO:



Jannette S. Goodall  
Secretaria/o de la Ciudad

**EXHIBIT B**

**Election Day Polling Places**

**Exhibit "B"**  
**(Adjunto "B")**

**Williamson County**

**Tuesday, November 5, 2013 - Joint General Elections - Election Day Vote Center Locations**  
**(Martes, 5 de Noviembre, 2013-Elecciones Generales Conjuntas-Ubicaciones de Centros de Votación para el Día de Elecciones)**

<b>CITY//CIUDAD</b>	<b>Location//Ubicación</b>	<b>Address//Dirección</b>	<b>City/Ciudad</b>
<b>AUSTIN</b>	Bethany United Methodist Church	10010 Anderson Mill Rd	Austin
	Clairmont Retirement Comm.	12463 Los Indios Trail	Austin
	Kelly Reeves Athletic Complex	10211 W Parmer Lane	Austin
	La Quinta Inn & Suites	10701 Lakeline Mall Dr	Austin
	Lord of Life Lutheran Church	9700 Neenah Ave	Austin
	Northwest Fellowship	13427 Pond Springs Rd	Austin
	Rattan Creek Park Comm. Center	7617 Elkhorn Mountain Trail	Austin
<b>BARTLETT</b>	Holy Temple Church of God	441 S Dalton (101 E. Elm Ave)	Bartlett
<b>CEDAR PARK</b>	Cedar Park City Hall	450 Cypress Creek Rd Bldg 3	Cedar Park
	Cedar Park High School	2150 Cypress Creek Rd	Cedar Park
	Cedar Park Library	550 Discovery Blvd	Cedar Park
	Cedar Park Recreation Center	1435 Main St Town Center	Cedar Park
	Highland Estates IRL	1500 N Lakeline Blvd	Cedar Park
	Holiday Inn Express	1605 E Whitestone Blvd	Cedar Park
	Vista Ridge HS PAC	200 S Vista Ridge Blvd	Leander
<b>COUPLAND</b>	Coupland School	620 S Commerce St	Coupland
<b>FLORENCE</b>	Andice Comm. Center	6600 FM 970, Andice	Florence
	Florence City Hall	106 S Patterson Ave	Florence
<b>GEORGETOWN</b>	County Central Maintenance Facility	3151 SE Inner Loop	Georgetown
	Cowan Creek Amenity Center	1433 Cool Springs Way	Georgetown
	Estrella Oaks Rehab & Care	4011 Williams Dr	Georgetown
	First Baptist Church	1333 W University Ave	Georgetown
	Georgetown Airport - Terminal Bldg	500 Terminal Dr	Georgetown
	GISD Administration Bldg	603 Lakeway Dr	Georgetown
	LaQuinta Inn & Suites	333 N IH 35	Georgetown
	Main Street Ministry Center	111 W 10th St	Georgetown
	San Gabriel Presbyterian Church	5404 Williams Dr	Georgetown
	Sun City Social Center	2 Texas Dr	Georgetown
	The Caring Place Annex	2001 Railroad St	Georgetown
<b>GRANGER</b>	SPJST Hall	114 W. Davilla St	Granger
<b>HUTTO</b>	Hutto City Hall	401 W Front St	Hutto
	Hutto Middle School	1005 Exchange Blvd	Hutto
<b>JARRELL</b>	Jarrell Memorial Park Comm. Cntr	1651 CR 305	Jarrell
<b>LEANDER</b>	Leander Church of Christ	300 Crystal Falls Parkway	Leander
	Leander High School	3301 S Bagdad Rd	Leander
	Leander Public Library	1011 S Bagdad Rd	Leander
	Pat Bryson Municipal Hall	201 N Brushy St	Leander

**Exhibit "B"**  
**(Adjunto "B")**  
**Williamson County**

**Tuesday, November 5, 2013 - Joint General Elections - Election Day Vote Center Locations**  
**(Martes, 5 de Noviembre, 2013-Elecciones Generales Conjuntas-Ubicaciones de Centros de Votación para el Día de Elecciones)**

	Rouse High School	1501 CR 271	Leander
	The Ridge Fellowship	8754 RR 2243	Leander
<b>LIBERTY HILL</b>	Liberty Hill High School	16500 W SH 29	Liberty Hill

<b>CITY/CIUDAD</b>	<b>Location/Ubicación</b>	<b>Address/Dirección</b>	<b>City/Ciudad</b>
<b>ROUND ROCK</b>	Baca Senior Center	301 W Bagdad Ave	Round Rock
	Bluebonnet Trail Comm. Services	1009 N Georgetown Ave	Round Rock
	Brushy Creek Comm. Center	16318 Great Oaks Dr	Round Rock
	CHASCO Family YMCA	1812 N Mays St	Round Rock
	Fern Bluff MUD Comm. Center	7320 Wyoming Springs Rd	Round Rock
	Hilton Garden Inn	2310 N IH 35 (behind Chuy's)	Round Rock
	JB & Hallie Jester Annex	1801 E Old Settlers Blvd	Round Rock
	Round Rock High School	300 N Lake Creek Dr	Round Rock
	Round Rock Presbyterian Church	4010 Sam Bass Rd	Round Rock
	Sleep Inn & Suites	1980 South IH 35 (Ex 251 McNeil Rd)	Round Rock
	Teravista Comm. Center	4211 Teravista Club Dr	Round Rock
	Cedar Ridge High School	2801 Gattis School Rd	Round Rock
	Dell Diamond Heritage Center	3400 E. Palm Valley Blvd	Round Rock
	Faith Baptist Church	3625 Gattis School Rd	Round Rock
	San Gabriel Rehab & Care	4100 College Park Dr	Round Rock
<b>TAYLOR</b>	Taylor City Hall	400 Porter St	Taylor
	Taylor Public Library	801 Vance St	Taylor
	Main Street Events Center	3101 North Main St	Taylor
<b>THRALL</b>	Thrall VFD	201 S Main St	Thrall
<b>WEIR</b>	First Baptist Church of Weir	315 FM 1105	Weir

# Exhibit B(Adjunto B)

Exhibit "B"  
(Adjunto "B")



## Tuesday, November 5, 2013 - Joint General Elections - Election Day Polling Places

Martes, 5 e noviembre, 2013 Elecciones Generales Conjuntas - Casillas Electorales para el Día de Elección

Travis County Clerk Dana DeBeauvoir, Elections Division

Secretaría del Condado de Travis Dana DeBeauvoir - División de Elecciones



### NOTICE: You May Vote at ANY Travis County Election Day Polling Location. (For the November 5, 2013 Election ONLY)

AVISO: Podrá usted votar en su Precinto Residencial o EN CUALQUIER Precinto de Votación. (Para el 05 de Noviembre, 2013 Elección SÓLO)

101 Dailey Middle School 14000 Westall St.	124 Carver Complex 1161 Angelina St.	150 Brookhollow Elementary School 1200 North Railroad Ave.	215 Wells Branch Community Library 15001 Wells Port Dr.	239 Gullett Elementary School 6310 Treadwell Blvd.	267 Combined @ 254 Emeritus at North Austin 5310 Duval Rd.
102 Copperfield Elementary School 12135 Thompkins Dr.	125 Combined @ 154 Bluebonnet Tr. Elem. 11316 Farmhaven Rd.	151 Dottie Jordan Recreation Center (NEW) 2803 Loyola Ln.	216 Northwest Elementary School 14014 Thermal Dr.	240 Highland Park Elementary School 4900 Fairview Dr.	268 Grant AME Worship Center 1701 Kramer Ln.
103 Graham Elementary School 11211 Tom Adams Dr.	126 David Chapel Portable 2211 East MLK Jr. Blvd.	152 Maplewood Elementary School 3808 Maplewood Ave.	217 Lanier High School 1201 Payton Gin Rd.	241 Brentwood Elementary School 6700 Arroyo Saco	273 Trinity Lutheran Church 1207 West 45th St.
104 Cedar View Rehabilitation 11020 Dessau Rd.	127 Combined @ 154 Bluebonnet Tr. Elem. 11316 Farmhaven Rd.	153 Pioneer Crossing Elementary 11300 Samsung Blvd.	218 ACC Northridge Campus 11928 Stonehollow Dr.	242 Northwest Baptist Church 6301 Woodrow Ave.	274 First English Lutheran Church 3001 Whitis Ave.
105 Manor ISD Admin. Building 10335 US Highway 290E	128 Combined @ 121 LBJ High School 7309 Lazy Creek Dr.	154 Bluebonnet Tr. Elementary School 11316 Farmhaven Rd.	219 Caldwell Elementary School 1718 Picadilly Dr.	243 Ben Hur Shrine Center 7811 Rockwood Ln.	275 Baker Center 3908 Ave. B (enter off 39th St.)
106 Neidig Elementary School 13700 County Line Rd.	129 Sims Elementary School 1203 Springdale Rd.	156 Virginia Brown Recreation Center 7500 Blessing Ave.	220 Combined @ 231 Cat Mountain H.O.A. 6007 Mount Bonnell Rd.	244 Randalls Steiner Ranch (NEW) 5145 RM 620 North	277 University Co-op 2246 Guadalupe St.
107 New Sweden Lutheran Church 12809 New Sweden Church Rd.	130 Memorial United Methodist Church 6100 Berkman Drive	160 Spring Hill Elementary School 600 South Heatherwilde Blvd.	221 Bridge Point Elementary School 6401 Cedar St.	245 Grandview Hills Elementary School 12024 Vista Parke Dr.	301 Sunset Valley City Hall 3205 Jones Rd.
108 Combined @ 103 Graham Elementary 11211 Tom Adams Dr.	131 Combined @ 121 LBJ High School 7309 Lazy Creek Dr.	161 Combined @ 110 Park Crest Middle 1500 North Railroad Ave.	222 Cook Elementary School 1511 Cripple Creek Dr.	246 Hill Elementary School 8601 Tallwood Dr.	302 Bailey Middle School 4020 Lost Oasis Hollow
109 Farmer Lane Elementary School 1806 Farmer Ln.	132 Pecan Springs Elementary School 3100 Rogge Ln.	163 Combined @ 137 Rowe Lane Elem. 3112 Speidel Dr.	223 Combined @ 217 Lanier High School 1201 Payton Gin Rd.	247 Doss Elementary School 7005 Northledge Dr.	303 Oak Hill Primitive Baptist Church 11408 FM 1826
110 Park Crest Middle School 1500 North Railroad Ave.	133 Blanton Elementary School 5408 Westminster Dr.	164 Barrington Elementary School 400 Cooper Dr.	224 Combined @ 217 Lanier High School 1201 Payton Gin Rd.	248 Burnet Middle School 8401 Hathaway Dr.	304 Kiker Elementary School 5913 LaCrosse Ave.
111 Westview Middle School 1805 Scofield Ln.	134 Combined @ 121 LBJ High School 7309 Lazy Creek Dr.	200 Winters Building 701 West 51st St.	225 Wells Branch MUD Recreation Center 3000 Shoreline Dr.	249 St. Matthew's Episcopal Church 8134 Mesa Dr.	305 Combined @ 323 Great Hills Baptist Ch. 10500 Jollyville Rd.
112 Dessau Elementary School 1501 Dessau Ridge Ln.	135 Messiah Lutheran Church 5701 Cameron Rd.	202 Red River Church 4425 Red River St.	226 Combined @ 227 Villas of Bristol Heights 12041 Dessau Rd.	250 Mathews Elementary School 906 West Lynn St.	306 Combined @ 319 Lakeway Activity Center 105 Cross Creek Dr.
113 Wieland Elementary School 900 Tudor House Rd.	136 Pflugger Hall 203B East Pecan St.	203 Boulder Ridge Community Room 3300 Killingsworth Ln.	227 Villas of Bristol Heights Apartments 12041 Dessau Rd.	251 Combined @ 210 O. Henry Middle School 2610 West 10th St.	307 Rollingwood Municipal Building 403 Nixon Dr.
114 Combined @ 101 Dailey Middle School 14000 Westall St.	137 Rowe Lane Elementary School 3112 Speidel Dr.	205 Camden Huntingdon Apartments 12349 Metric Blvd.	228 Combined @ 254 Emeritus at North Austin 5310 Duval Rd.	252 North Village Library 2505 Steck Ave.	308 Briarcliff P.O.A. Community Center 22801 Briarcliff Dr.
115 Combined @ 101 Dailey Middle School 14000 Westall St.	138 Combined @ 101 Dailey Middle School 14000 Westall St.	206 Lee Elementary School 3308 Hampton Rd.	229 Wells Branch Community Center 2106 Klattenhoff Dr.	253 First Presbyterian Church 8001 Mesa Dr.	309 Southwest Christian Church 10500 Old Manchaca Rd.
116 Combined @ 101 Dailey Middle School 14000 Westall St.	139 Gus Garcia Rec Center 1201 East Rundberg Ln.	207 YMCA Northwest Branch 5807 McNeil Rd.	231 Cat Mountain Homeowners Association 6007 Mount Bonnell Rd.	254 Emeritus at North Austin 5310 Duval Rd.	310 Manchaca United Methodist Church 1011 FM 1826 (Manchaca)
117 Overton Elementary School 7201 Colony Loop Dr.	140 Dobie Middle School 1200 East Rundberg Ln.	208 UT Flawn Academic Center (Lobby) 2400 Inner Campus Dr. (West Mall)	232 Canyon Ridge Middle School 12601 Country Trails Ln.	255 Howson Library 2500 Exposition Blvd.	311 Combined @ 313 Senior Activity Center 2874 Shoal Crest Ave.
118 Combined @ 130 Memorial U.M.C. 6100 Berkman Drive	141 Combined @ 139 Gus Garcia Rec Center 1201 East Rundberg Ln.	209 Combined @ 222 Cook Elementary 1511 Cripple Creek Rd.	233 Shepherd of the Hills Christian Church 6909 West Courtyard Dr.	258 McBae Elementary School 1001 West Braker Ln.	312 Travis County Sheriff's Office 3800 Hudson Bend Rd.
119 Combined @ 101 Dailey Middle School 14000 Westall St.	142 Combined @ Highland Mall 6001 Airport Blvd. Suite 1390	210 O. Henry Middle School 2610 West 10th St.	234 Austin Christian Fellowship 6401 River Place Blvd.	259 Summitt Elementary School 12207 Brigadoon Ln.	313 Senior Activity Center 2874 Shoal Crest Ave.
120 Combined @ 117 Overton Elementary 7201 Colony Loop Dr.	145 Windermere Elementary School 1100 Picadilly Dr.	211 Walnut Creek Elementary School 401 West Braker Ln.	235 McCallum High School 5800 Sunshine Dr.	260 Austin Brethren Church 1800 Payton Gin Rd.	314 Oak Hill Fire Dept. Barton Creek Station 4111 Barton Creek Blvd.
121 LBJ High School 7309 Lazy Creek Dr.	146 Pflugerville ISD Administration Building 1401 West Pecan St.	212 Combined @ 221 Bridge Point Elementary 6401 Cedar St.	236 Rosedale Elementary School 2117 West 49th St.	262 Anderson High School 8403 Mesa Dr.	315 Villages Amenities Center 12006 Galling Gun Ln.
122 YMCA East Community Branch 5315 Ed Bluestein Blvd.	148 County Tax Office (Community Room) 15822 Foothill Farms Loop	213 Combined @ 231 Cat Mountain H.O.A. 6007 Mount Bonnell Rd.	237 Highland Park Baptist Church 5206 Balcones Dr.	263 United Christian Church 3500 West Farmer Lane	316 Travis County Parks Office 14624 Hamilton Pool Rd.
123 Murchison Elementary School 2215 Kelly Ln.	149 Reilly Elementary School 405 Denson Dr.	214 Bryker Woods Elementary School 3309 Kerbey Ln.	238 Murchison Middle School 3700 North Hills Dr.	266 Combined @ 256 Howson Library 2500 Exposition Blvd.	317 Lost Creek MUD Office (NEW) 1305 Quaker Ridge Rd.

# Exhibit B(Adjunto B)



## Tuesday, November 5 2013 - Joint General Election - Election Day Polling Places

Martes, 5 e noviembre, 2013 Elecciones Generales Conjuntas - Casillas Electorales para el Día de Elección

### Travis County Clerk Dana DeBeauvoir, Elections Division

Secretaría del Condado de Travis Dana DeBeauvoir - División de Elecciones



#### NOTICE: You May Vote at ANY Travis County Election Day Polling Location. (For the November 5, 2013 Election ONLY)

AVISO: Podrá usted votar en su Precinto Residencial o EN CUALQUIER Precinto de Votación. (Para el 05 de Noviembre, 2013 Elección SÓLO)

Austin Ridge Bible Church 9300 Bee Cave Rd.	342 Barton Hills Elementary School 2108 Barton Hills Dr.	368 Combined @ 324 Bee Cave Baptist Church 13222 Highway 71 West (Bee Cave)	416 Akins High School 10701 South 1st St.	439 Cantu/Pan Am Recreation Center 2100 East 3rd St.	County Tax Office, Pflugerville 15822 Foothill Farms Loop
Lakeway Activity Center 105 Cross Creek Dr.	343 Church at Canyon Creek (NEW) 9001 FM 620 North	369 Christ Episcopal Church 3520 West Whitestone Blvd.	417 Combined @ 406 St. Alban's Church 11819 IH-35 South	440 CityView at the Park Senior Apartments 2000 Woodward St.	Dan Ruiz Branch Public Library 1600 Grove Blvd.
Randalls Lakeway 2301 RR 620 South	344 Cunningham Elementary School 2200 Berkeley Ave.	370 Round Mountain Community Center 14340 Round Mountain Rd. (Leander)	418 Combined @ 448 Langford Elementary 2206 Blue Meadow Dr.	441 St. John's Lutheran Church 409 West Ben White Blvd.	Dottie Jordan Recreation Center (NEW) 2803 Loyola Ln.
Triumphant Love Lutheran Church 9508 Great Hills Tr.	345 Combined @ 323 Great Hills Baptist Ch. 10500 Jollyville Rd.	371 Lago Vista High School 6039 Bar-K Ranch Rd.	419 Combined @ 447 Odom Elementary 1010 Turtle Creek Blvd.	442 Combined @ 433 Travis High School 1211 East Oltorf St.	Fiesta Mart Central 3909 North IH-35
Great Hills Baptist Church 10500 Jollyville Rd.	346 Serene Hills Elementary School 3301 Serene Hills Dr. (Lakeway)	372 Community Center at Jonestown 18649 FM 1431, Suite 6A (Jonestown)	420 Parker Lane United Methodist Church 2105 Parker Ln.	443 Mendez Middle School 5106 Village Square Dr.	Fiesta Mart Stassney 5510 South IH-35
Bee Cave City Hall 4000 Galleria Pkwy. (Bee Cave)	347 Hill Country Middle School 1300 Walsh Tarlton Ln.	373 Lago Vista City Hall (NEW) 5803 Thudersbird Street (Lago Vista)	421 Congress Avenue Baptist Church 1511 South Congress Ave.	444 Combined @ 426 Govalle Elementary 3601 Govalle Ave.	Goodwill at Norwood Park 1015 Norwood Park Blvd.
Combined @ 329 Austin City Hall 301 West 2nd St., 1st Floor	349 ACC Pinnacle Campus 7748 Highway 290 West	374 Deer Creek Elementary School 2420 Zeppelin Dr.	422 Fulmore Middle School 201 East Mary St.	446 St. Elmo Elementary School 600 West St. Elmo Rd.	Hancock Branch, Suite 710 1000 East 41st. St.
Laurel Mountain Elementary School 10111 DK Ranch Rd.	350 Cowan Elementary School 2817 Kentish Dr.	375 Volente Fire Department 15406 FM 2769	423 Montopolis Recreation Center 1200 Montopolis Dr.	447 Odom Elementary School 1010 Turtle Creek Blvd.	HEB South Congress 2400 South Congress
Fire Station # 33 9409 Bluegrass Dr.	351 Small Middle School 4801 Monterey Oaks Blvd.	401 Del Valle ISD Administration Building 5301 Ross Rd.	424 South Austin Recreation Center 1100 Cumberland Rd.	448 Langford Elementary School 2206 Blue Meadow Dr.	Howson Library 2500 Exposition Blvd.
Renaissance Retirement Center 11279 Taylor Draper Ln.	352 Combined @ 358 Covington Middle School 3700 Convict Hill Rd.	402 Elroy Community Library 13512 FM 812	425 Combined @ 446 St. Elmo Elementary 600 West St. Elmo Rd.	450 Dove Springs Recreation Center 5801 Ainez Dr.	Parque Zaragoza Recreation Center 2608 Gonzales St.
Austin City Hall 301 West 2nd St., 1st Floor	354 Travis Country H.O.A. Office 4504 Travis Country Circle	403 Creedmoor Elementary School 5604 FM 1327	426 Govalle Elementary School 3601 Govalle Ave.	451 Bedichek Middle School 6800 Bill Hughes Rd.	Randalls Ben White and Manchaca 2025 West Ben White Blvd.
Laura's Library 9411 Bee Cave Rd.	356 Combined @ 307 Rollingwood Municipal 403 Nixon Dr.	404 Blazier Elementary School 8601 Vertex Blvd.	427 Allan Elementary School 4900 Gonzales St.	452 Houston Elementary School 5409 Ponciana Dr.	Randalls Brodie & Slaughter 9911 Brodie Ln.
Kathy Caraway Elementary School 11104 Oak View Dr. (Enter off Carlwood)	357 Combined @ 330 Laura's Library 9411 Bee Cave Rd.	405 Ojeda Middle School 4900 McKinney Falls Pkwy.	428 Mexican American Cultural Center 600 River St.	454 Randalls Ben White and Manchaca 2025 West Ben White Blvd.	Randalls Flagship in West Lake Hills 3300 Bee Cave Rd.
Zilker Elementary School 1900 Bluebonnet Ln.	358 Covington Middle School 3700 Convict Hill Rd.	406 St. Alban's Episcopal Church 11819 IH-35 South	429 Dan Ruiz Branch Public Library 1600 Grove Blvd.	458 Mockingbird Post Office 7310 Manchaca Rd.	Randalls Lakeway 2301 RR 620 South
Canyon Creek Elementary School 10210 Ember Glen Dr.	359 LTISD Educational Development Center 607 RR 620 North (Enter off of Kollmeyer Dr.)	407 South Rural Community Center 3518 South FM 973	430 Combined @ 461 Ann Richards School 2206 Prather Ln. (Portable 152 - Victory Ln.)	460 ACC South Austin Campus 1820 West Stassney Ln.	Randalls Research & Braker 10900 D Research Blvd @ Braker Ln.
Pickfair Recreation Center 10904 Pickfair Dr.	360 Bowie High School 4103 West Slaughter Ln.	408 Combined @ 435 Southwest Church 8900 Manchaca Rd.	431 Baty Elementary School 2101 Faro Dr.	461 Ann Richards School 2206 Prather Ln. (Portable 152 - Victory Ln.)	Randalls Steiner Ranch 5145 RM 620 North
Canyon Vista Middle School 8455 Spicewood Springs Rd.	361 Oak Hill Fire Dept. Station #301 9211 Circle Dr.	409 Galindo Elementary School 3800 South 2nd St.	432 Combined @ 438 Sanchez Elementary 73 San Marcos St.	463 Williams Elementary School 500 Mairo St.	Randalls South Mopac & Wm. Cannon 6600 South Mopac @ Wm. Cannon Dr.
Hallmark Baptist Church 9023 Old Lampasas Tr.	362 Will Hampton Branch Public Library 5125 Convict Hill Rd.	410 Science & Health Resource Center 305 North Bluff Dr. (Formerly Pleasant Hill Elem.)	433 Travis High School 1211 East Oltorf St.		Travis County Airport Blvd Offices 5501 Airport Blvd.
Lakewood Homeowner's Association 7317 Lakewood Dr.	363 Shepherd of the Hills Presbyterian Church 5226 West William Cannon Dr.	411 Combined @ 416 Akins High School 10701 South 1st St.	434 Combined @ 438 Sanchez Elementary 73 San Marcos St.	<b>These Early Voting locations are also open on Election Day:</b> <i>Estos Sitios de Votación Adelantada también estarán abiertos el Día de Elecciones:</i>	Travis County Courthouse 1000 Guadalupe St.
Travis County WCID #18 1502 San Juan Dr.	364 Randalls Flagship in West Lake Hills 3300 Bee Cave Rd.	412 Combined @ 454 Randalls Ben White 2025 West Ben White Blvd.	435 Southwest Church of Christ 8900 Manchaca Rd.	Ben Hur Shriners Hall 7811 Rockwood Ln.	UT Flawn Academic Center (Lobby) 2400 Inner Campus Dr. (West Mall)
Western Hills Church of Christ 6211 Parkwood Dr.	365 West Rural Community Center 8656 Highway 71 West	413 Combined @ 448 Langford Elementary 2206 Blue Meadow Dr.	436 Combined @ 427 Allan Elementary 4900 Gonzales St.	Carver Complex 1161 Angelina St.	
Combined @ 332 Zilker Elementary 1900 Bluebonnet Ln.	366 Mills Elementary School 6201 Davis Ln.	414 Texas Oaks Baptist Church 9910 Bilbrook Place	437 Twin Oaks Branch Library 1800 South 5th St.		
Combined @ 332 Zilker Elementary 1900 Bluebonnet Ln.	367 Clayton Elementary School 7525 LaCrosse Ave.	415 Casey Elementary School 9400 Texas Oaks Dr.	438 Sanchez Elementary School 73 San Marcos St.		

**EXHIBIT C**

**Election Day Presiding Judges and Alternate Judges**

**Exhibit C**  
(Adjunto C)

**November 5, 2013 General Municipal Election**  
( ELECCIÓN GENERAL MUNICIPAL, 5 de Noviembre, 2013)

<b>County (Condado)</b>	<b>Precinct (Precinto)</b>	<b>Combined</b>	<b>Presiding Judge (Juez Presidente)</b>	<b>Alternate Judge (Juez Presidente Alterno)</b>
Travis	101	114, 115, 116, 119, 138		Joyce Porter
	102		Eloise Hicks	Frances Castilleja
	103	108	Lea Vern Johnson	Barbara Lloyd
	104		Neomi Delgado	Armando Delgado
	105		David Nalle	Michael Hokett
	106		Andrew Shuvalov	Donald Cannon
	107		Douglas Fortune	Marilyn Samuelson
	109	111	Mark Eastwood	Nancy Desher
	110	161	Deborah Orr-Orgunro	Kristin Monroe
	112		Brian Looman	Carolyn Rolan
	113		Jane Denson	Roy Hill
	117		Annie Baker	Verona Thornton
	121	128, 131, 134	Isaiah Williams	Juliett Nious
	122		Mary Bragner	Bertha Scott
	123		Barbara Egliht	Welton Calvert
	124		Samuel Coffman	Linda Norris
	126		Dwight Piper	Emma Stanley
	129		Joyce Darby	Nettie Smothers
	130	118	Lois Dzenowski	James Randall
	132		Philessia Edwards	Carolyn Capps
133		Marian Glass	Rose Heard	
135		Andrew Clements	Katherine Sokolic	
136		Gil Ortiz	Rhonda Douglas	
137	163		Sherryse Humphrey	
139	140, 141		Cable Olson	
142			Justin Vargas	
146			Ervin Jackson	
148	145		Barbara McCracken	
				Sheila McCracken

	149	David Kastner	Carole Bearden
	150	Martha Gay	Dana Bartholomew
	151	Margery Mackey	Larry Rogers
	152	Jean Allen	Peggy Miller
	153	Walter Horton	Peggy Horton
	154	125, 127 Jeffery Lewis	Heather Yarmy
	156	Mary Guerrero	Mary Davila
	160	Leslie Lewis	Bonnie Patton
	164	Vivien Scofield	Petra Montez
	200	Ryan Linn	Valerie Robateau
	202		Jacqueline Bailey
	203	Connie Brown	Sylvia Ward
	205	Rolland Standish	Gloria Alva
	206	Robert Tumey	Barbara Tumey
	207	Michael Conwell	Michael Morris
	208	277 James McEvoy	John McEvoy
	210	251 Rosemarie Schwarzer	Mary A. Guerrero
	211	Paul Birdsall	Melanie Fetty
	214	Barbara Hunt	Patricia Hunt
	215		Linda Thorne
	216	Elpidio Buantello	Gwendolyn Rodgers
	217	223, 224 Judy Hughes	Rhesa Cook
	218	Joseph Nieto	Laura Nieto
	219	Earl Wellborn	La Vanna Wellborn
	221	212 Cecil Thorne	Mariana Maduell
	222	209 Margarette Kaylor	Donna Harp
	225	Sam Mehra	Mary Lado
	227	226 Cynthia Douglas	Lynn Beaver
	229	Richard Jacobsen	Evelyn Atkins
	231	213, 220 Sylvia Huntsman	Betty Blomquist
	232	Jeffrey Kantoff	Norma Bishop
	233	Russell Smith	Gary Crowder
	234	Carla Birk	Richard Coppola
	235	Nancy Morales	Marilyn Scnear
	236	Joseph Reynolds	Robert Green
	237	Kay Inberg-Gaul	Sydelle Popinsky
	238	David Mann	James Abbott

	239	Janis Reinken	Roy Bristow
	240	Judy Zaleski	Lisa Zaleski
	241	George Legate	Shirley Niedzwiecki
	242	Jack Porter	Virginia Baker
	243	Carroll Price	Janice Roling
	244	Betty Thompson	
	245		Robert Abernathy
	246	Martha Renfro	Ed Davis
	247	Patti Edelman	Peggy Bower
	248	Mary Davis	H. Latour
	249 262	Rogelio Rabago	Edward Walsh
	250	Teresa Perez-Wiseley	Luz Escoto
	252	Alice Kubacak	Leroy Kubacak
	253	Donald Hauck	Jesse Eckelkamp
	254 228, 267	Bernie Young	Jacqueline Collins
	256 266	Louis Hornung	Ethel Orr
	258	Zenobia Joseph	Mary Riley
	259	Reuben Leslie	Joseph Prudhomme
	260	Daniel Biering	Shirley Tignor
	263	Mark Fisher	
	263	Leola Canada	Susan Renner
	268	Roy Ewing	Jimmie Bowie
	273	Lois Mayes	Carl Hehmsoth
	274	Pamela Clark	
	275	Katherine Graham	Jorita Wegner
	301	Teresa Baird	Chrisina Pino
	302	George Armstrong	Julio Moreno
	303	Gina Hill	Walter Hill
	304	Sharon Dismore	
	307	Judy Moore	Cynthia Selman
	307	Cynthia Selman	Bill Word
	308	Jean Dowdy	Donna Williams
	310		Alexandra Richmond
	312	Doris Law	Jan Hanz
	313 311	Daniel Smith	Zachary Frye
	314	Virginia Knapp	Kay Huntley

	315		Donna Peddie	
	316		John Omalia	Patricia Omalia
	319	306, 346	John Dolliver	Mikus Grinbergs
	320		Mary Allison	
	321			Mike Dominguez
	323	305, 345	Terri Flow	Paul McClain
	324	368	James Dickey	
	326		Linda Becker	Amanda Stout
	327		Dona Stallworth	Kandis Hoover
	328		Helen Garman	
	328		Patricia Fordyce	Patrica Pope
	329		Philip Parker	Scott Burdulis
	330	318, 357		
	331		Marvin Rasmussen	
	332	340, 341	Gerald Smolinsky	Kelton Dillard
	333	343	Don Zimmerman	Tim Miller
	334		Kathleen Manning	Deborah Sanders
	335		William Lutz	
	336			
	337		William Keene	Jane Keene
	338		Ramona Padilla	
	339		John Yarber	
	342		James Thomas	Sarah Bryant
	344		Julie Hertenberger	
	347		Peggy Morton	Cherry Haight
	349		Leonard Baumel	Melissa Keshlear
	350		Herminia Salinas	Rojelio Rice
	351		Britney Parcher	Troy Muehring
	351		Leticia Salazar	
	354		Alice Bell	Carol Debish
	358	352	Roye Reeves	Searcy Jacobs
	359		Sylvia Fatzer	
	360		Charlotte Maxwell	
	361		Deborah Penn	
	362			Jing Chow
	363		Barbara Whitlock	
	364		Jan Duncan	Tiffney Duncan

	365	Patricia Dorsey	Billy McCarty
	366	Maria Ines Garcia	Donald Wisthuff
	367		William O'Dwyer
	369	Lancelot Clopton	Charlotte Clopton
	370	Stephen Schoppe	William Snodgrass
	371	Sylvia Harris	Edna Hill
	372	Philip Papick	
	373	Gary Gates, Sr.	Robert Shirley
	374	Laurey Boyd	
	375		Susan Burke
	401	Ted Wilson	Rosemary Kalina
	402	Olga Zuniga	Cathy Olive
	403	Sylvia Zachmann	Debbie Vallejo
	404	Robert Flores	
	404	Tina Jackson	David Kelly
	405		Martin Alonzo
	406 417		
	407	Maria Segnina	Dorcas Wilson
	410	Diana Martinez	Sue Shrader
	414	Shirley Sumpter	Homero Longoria
	415	Gary Howe	Shirley Howe
	416 411	Linda Klar	Judith Ortiz
	420	Morris Woods	
	421	Ellien Navarro	Daiana Garcia
	421	Dorothy Ebach-Boyson	
	422		
	423	Susana Almanza	Librado Almanza
	424 409	Marie Dominguez	
	426 427, 436, 444	Tracy Ekstrand	Ms. Charles Clark-Anderson
	428	Helen Garman	Libertad Roman
	429	Michael Brooks	
	431	James Green	Julia Diggs
	433 442	Robert Stewart	
	435 408	Floyd Clark	
	437	Mary Diaz	
	438 432, 434	Raynaldo Cabrera	April Serrano
	439	Gavino Fernandez	

	440	Ina Mahnick	
	441	Betty Lewis	Marcia Sliger
	443	Ricardo Chavana	Helen Haas
	446 425	Harley Fisher	Maria A. Flores
	447 419		
	448 413, 418	Donna Jones	
	450		
	451	Bobby Freeman	Ola Freeman
	452		
	454 412		
	458	Ben Lynas	
	460	Peggy Gough	David Gonzales
	461	John Taylor	Paula Kirby
	461	Deloris Shaw	
	463	Henry Wisniewski	

**EXHIBIT D**

**Early Voting Polling Places**

**Exhibit "D"**  
(Adjunto "D")

NOVEMBER 5, 2013, SPECIAL MUNICIPAL ELECTON  
(*Elección Especial Municipal, 5 de Noviembre, 2013*)

**Early Voting Monday, October 21 – Friday, November 1, 2013**  
(*Votación Adelantada de Lunes, 21 de Octubre, 2013-Martes, 1 de Noviembre, 2013*)

**TRAVIS COUNTY/CONDADO DE TRAVIS**  
Early Voting/*Votación Adelantada*

**CENTRAL/(CENTRAL)**

Travis County Airport Blvd Offices, 5501 Airport Blvd., Mon/*Lunes-Sat/Sab* 7 a.m. - 7 p.m., Sun/*Dom*, Noon/*Mediodía* – 6 p.m.

Fiesta Mart Central, 3909 North IH-35 at Delwood Shopping Center, Mon/*Lunes-Sat/Sab* 7 a.m. - 7 p.m., Sun/*Dom*, Noon/*Mediodía* – 6 p.m.

University of Texas, Flawn Academic Center Lobby, West Mall, UT Campus, 2400 Inner Campus Drive, Mon/*Lunes-Sat/Sab* 7 a.m. - 7 p.m., Sun/*Dom*, Noon/*Mediodía* – 6 p.m.

Howson Public Library, 2500 Exposition Blvd., Mon/*Lunes* – Wed/*Miércoles* 10 am – 7 pm, Thu/*Jue* Closed/*Cerrado*, Fri/*Vie* 10 am – 5:30 pm, Sat/*Sab* 10 am – 4:30 pm, Sun/*Dom* Closed/*Cerrado*

**NORTH/(NORTE)**

Ben Hur Shrine Center, 7811 Rockwood Lane, Mon/*Lunes-Sat/Sab* 7 a.m. - 7 p.m., Sun/*Dom*, Noon/*Mediodía* – 6 p.m.

**NORTHEAST /(NORESTE)**

County Tax Office, Pflugerville, 15822 Foothill Farms Loop, Mon/*Lunes-Sat/Sab* 7 a.m. - 7 p.m., Sun/*Dom*, Noon/*Mediodía* – 6 p.m.

**Gus Garcia Recreation Center**, 1201 East Rundberg Ln., Mon/*Lunes* – Thu/*Jue* 9 am – 7 pm, Fri/*Vie* 9 am – 6 pm, Sat/*Sab* 9 am – 4 pm, Sun/*Dom* Closed/*Cerrado*

**NORTHWEST/(NOROESTE)**

Randalls Research and Braker, 10900-D Research Boulevard, Mon/*Lunes-Sat/Sab* 7 a.m. - 7 p.m., Sun/*Dom*, Noon/*Mediodía* – 6 p.m.

**SOUTH/(SUR)**

HEB South Congress, 2400 South Congress, Mon/*Lunes* – Sat/*Sab* 7 a.m. - 7 p.m., Sun/*Dom*, Noon/*Mediodía* – 6 p.m.

Randalls Ben White and Manchaca, 2025 West Ben White Boulevard, Mon/*Lunes-Sat/Sab* 7 a.m. - 7 p.m., Sun/*Dom*, Noon/*Mediodía* – 6 p.m.

**SOUTHEAST/(SURESTE)**

Dan Ruiz Public Library, 1600 Grove Blvd., Mon/*Lunes* – Thu/*Jue* 10 a.m. – 7 p.m., Fri/*Vie* closed/*Cerrado*, Sat/*Sab* 10 am – 5 pm, Sun/*Dom* 2 pm – 6 pm

Fiesta Mart Stassney, 5510 S. IH-35, Mon/*Lunes-Sat/Sab* 7 a.m. - 7 p.m., Sun/*Dom* Noon/*Mediodía* – 6 p.m.

**SOUTHWEST/(SUROESTE)**

Randalls South Mopac and William Cannon, 6600 South Mopac Expy., Mon/*Lunes-Sat/Sab* 7 a.m. - 7 p.m., Sun/*Dom* Noon/*Mediodía* – 6 p.m.

Randalls Brodie and Slaughter, 9911 Brodie Lane, Mon/*Lunes-Sat/Sab* 7 a.m. - 7 p.m., Sun/*Dom* Noon/*Mediodía* – 6 p.m.

**EAST/(ESTE)**

Carver Museum and Cultural Center, 1165 Angelina Street, Mon/*Lunes* – Thu/*Jue* 10 a.m. – 6:30 p.m., Fri/*Vie* closed/*Cerrado*, Sat/*Sab* 10 am – 4:30 pm, Sun/*Dom* closed/*Cerrado*

Parque Zaragoza Recreation Center, 2608 Gonzales Street @ East 7<sup>th</sup>, Mon/*Lunes* – Thu/*Jue* 10 a.m. – 7 p.m., Fri/*Vie* 10 am – 6 pm, Sat/*Sab* 10 am – 5 pm, Sun/*Dom* closed/*Cerrado*

**WEST/(OESTE)**

Flagship Randalls at Westlake Hills, 3300 Bee Cave Road, Mon/*Lunes*-Sat/*Sab* 7 a.m.- 7 p.m.,  
Sun/*Dom* Noon/*Mediodía* – 6 p.m.

Randalls Lakeway, 2301 RR 620 South, Mon/*Lunes*-Sat/*Sab* 7 a.m. - 7 p.m., Sun/*Dom*  
Noon/*Mediodía* – 6 p.m.

# TRAVIS COUNTY/CONDADO DE TRAVIS

## MOBILE – TEMPORARY LOCATIONS

(SITIOS MÓVILES TEMPORALES)

### Monday, October 21 (Lunes, 21 de octubre)

North Austin YMCA	1000 West Rundberg Lane	9 am – 5 pm
Sam Houston Building	201 East 14 <sup>th</sup> Street	8 am – 5 pm
Manor ISD Administration	10335 Hwy 290 East, Manor	8 am – 6 pm
Travis Building	1701 North Congress Avenue	8 am – 5 pm
Southeast Branch Library	5803 Nuckols Crossing Road	11 am – 7 pm

### Tuesday, October 22 (Martes, 22 de octubre)

ACC Riverside Campus	1020 Grove Blvd.	8 am – 7 pm
Concordia University	11400 Concordia University Dr.	9 am – 5 pm
Del Valle ISD Administration	5301 Ross Road, Del Valle	9 am – 6 pm
Lakeside Senior Center	85 Trinity Street	8 am – 10 am
Lyons Gardens	2720 Lyons Road	Noon – 2 pm
RBJ Residential Tower	21 Waller Street	4 pm – 6 pm

### Wednesday, October 23 (Miércoles, 23 de octubre)

Dottie Jordan Recreation Ctr.	2803 Loyola Lane	10 am – 5 pm
Stephen F. Austin Building	1700 North Congress Avenue	8 am – 5 pm
Central Services Building	1711 San Jacinto Blvd.	8 am – 5 pm
Heartland Health Care Center	11406 Rustic Rock Drive	9 am – 11 am
Emeritus at Spicewood Springs	4401 Spicewood Springs Road	1 pm – 3 pm
Deer Creek Elementary School	2420 Zeppiin Drive	5 pm – 7 pm
Heatherwilde Assisted Living	401 S. Heatherwilde, Pflugerville	8 am – 10 am
Cambridge Villas Senior Apts.	15711 Dessau Road	Noon – 2 pm
Conservatory at Wells Branch	14320 Tandem Blvd.	4 pm – 6 pm

### Thursday, October 24 (Jueves, 24 de octubre)

ACC Eastview Campus	3401 Webberville Road	8 am – 7 pm
Winters Building	701 West 51 <sup>st</sup> Street	8 am – 5 pm
Austin Area Urban League	8011 Cameron Road, Ste. 100	8 am – 5 pm
Lago Vista City Hall	5803 Thunderbird St, Lago Vista	9 am – 6 pm
Mary Lee Foundation	1339 Lamar Square Drive	9 am – 5 pm

### Friday, October 25 (Viernes, 25 de octubre)

ACC Northridge Campus	11928 Stonehollow Drive	8 am – 7 pm
LBJ Building	111 East 17 <sup>th</sup> Street	8 am – 5 pm
Lago Vista City Hall	5803 Thunderbird St, Lago Vista	9 am – 6 pm
Summit at Lakeway	1915 Lohmians Crossing Rd, Lakeway	8 am – 10 am
Summit at West Lake Hills	1034 Liberty Park Drive	Noon – 2 pm
Emeritus at Beckett-Meadows	7709 Beckett Road	4 pm – 6 pm
Westminster Manor	4100 Jackson Avenue	9 am – 1 pm
Southwest Key Program	6002 Jain Lane	3 pm – 7 pm

### Saturday, October 26 (Sábado, 26 de octubre)

Lago Vista City Hall	5803 Thunderbird St, Lago Vista	9 am – 6 pm
Cantu/Pan Am Rec. Center	2100 East 3 <sup>rd</sup> Street	10:30 am – 2 pm
Heritage Pointe	1950 Webberville Road	3 pm – 5 pm
Parsons House	1130 Camino La Costa	8 am – 10 am
Lost Creek MUD Office	1305 Quaker Ridge Road	Noon – 6 pm
Briarcliff POA Comm. Center	22801 Briarcliff Dr, Briarcliff	9 am – 6 pm

### Sunday, October 27 (Domingo, 27 de octubre)

Community Center at Jonestown	18649 FM 1431, Suite 6a, Jonestown	Noon – 6 pm
Continental Retirement Ctr.	4604 South Lamar Blvd.	Noon – 2 pm
Englewood Estates	2603 Jones Road	4 pm – 6 pm
Bee Cave City Hall	4000 Galleria Pkwy. Bee Cave	Noon – 6 pm
CE-Bar Fire Department	353 South Commons Ford Rd.	Noon – 6 pm
Volente Fire Department	15406 FM 2769, Volente	Noon – 2 pm
Longhorn Village	12501 Longhorn Parkway	4 pm – 6 pm

### Monday, October 28 (Lunes, 28 de octubre)

ACC Pinnacle Campus	7748 Highway 290 West	8 am – 7 pm
Travis County Courthouse	1000 Guadalupe Street	8 am – 5 pm
Lago Vista City Hall	5803 Thunderbird St, Lago Vista	9 am – 6 pm
St. Edwards University, Ragsdale Center	3001 South Congress Avenue	9 am – 6 pm
South Rural Community Center	3518 South FM 973, Del Valle	8 am – Noon
Barbara Jordan Elem School	6711 Johnny Morris Road	2 pm – 6 pm

### Tuesday, October 29 (Martes, 29 de octubre)

Travis County Courthouse	1000 Guadalupe Street	8 am – 5 pm
Town Lake Center	721 Barton Springs Road	8 am – 5 pm
Services for the Deaf and Hard of Hearing	2201 Post Road, Suite 100	8 am – 5 pm
Huston-Tillotson University	900 Chicon Street	9 am – 6 pm

### Wednesday, October 30 (Miércoles, 30 de octubre)

Travis County Courthouse	1000 Guadalupe Street	8 am – 5 pm
ACC South Austin Campus	1820 West Stassney Lane	8 am – 7 pm
Austin City Hall (Media Room)	301 West 2 <sup>nd</sup> Street	8 am – 5 pm
DeWitty Job Training and Employment Center	2209 Rosewood Avenue	9 am – 6 pm
Travis County Sheriff's Office	7811 Burlison-Manor Road	9 am – 6 pm

### Thursday, October 31 (Jueves, 31 de octubre)

Travis County Courthouse	1000 Guadalupe Street	8 am – 5 pm
ACC Highland Business Campus	5930 Middle Fiskville Road	8 am – 6 pm
Austin City Hall (Media Room)	301 West 2 <sup>nd</sup> Street	8 am – 5 pm
Baker Center	3908 Avenue B	8 am – 5 pm

### Friday, November 1 (Viernes, 1 de noviembre)

Travis County Commissioners Ct.	700 Lavaca Street	8 am – 5 pm
ACC Rio Grande Campus	1212 Rio Grande Street	8 am – 5 pm
Austin City Hall (Media Room)	301 West 2 <sup>nd</sup> Street	8 am – 5 pm

**Williamson County Early Voting Schedule**  
*Horario de la Votación Adelantada del Condado de Williamson*

**Constitutional Amendments and Special Elections -- November 5, 2013**  
*Elección de Enmiendas Constitucionales y Especiales – 5 de Noviembre del 2013*

**Dates and Times for Full-Time Locations:**

*Fechas y horarios para localidades de tiempo completo*

Monday, October 21 through Wednesday, October 30 8:00 am -- 6:00 pm  
*Del Lunes 24 de octubre al Miércoles 30 de octubre*

*No Sunday Voting*

*Domingo NO habrá votación*

Thursday, October 31 and Friday, November 1 7:00 am -- 7:00 pm  
*Jueves 31 de octubre y Viernes 1 de noviembre*

**Main Location- Localidad Central:**

*Williamson County Inner Loop Annex, 301 SE Inner Loop, Georgetown*

**Branch Locations - Otras localidades:**

*Parks & Recreation Administration Bldg., 1101 N. College St., Georgetown*

*Cowan Creek Amenity Center, 1433 Cool Springs Way, Georgetown*

*Baca Senior Center, 303 W. Bagdad Street, Round Rock*

*Round Rock Randalls, 2051 Gattis School Road, Round Rock*

*Brushy Creek Community Center, 16318 Great Oaks Drive, Round Rock*

*JB and Hallie Jester Annex, 1801 E. Old Settlers Boulevard, Round Rock*

*Anderson Mill Limited District, 11500 El Salido Parkway, Austin*

*Cedar Park Public Library, 550 Discovery Boulevard, Cedar Park*

*Cedar Park Randalls, 1400 Cypress Creek Road, Cedar Park*

*Pat Bryson Municipal Hall, 201 N. Brushy Street, Leander*

*Taylor City Hall, 400 Porter Street, Taylor*

**Mobile-Temporary Locations, Dates and Times:**

*Fechas y horario de las Localidades móviles temporales*

Monday, October 21 through Friday, November 1 10:00 am – 6:00 pm  
*Del Lunes 21 de octubre al Viernes 1 de noviembre*

*No Sunday Voting*

*Domingo NO habrá votación*

*RRHigher Education Center, 1555 University Blvd., Round Rock* Monday, October 21  
*Lunes 21 de octubre*

*Granger City Hall, 214 E. Davilla Street, Granger* Tuesday, October 22  
*Martes 22 de octubre*

*Clairmont Retirement Community, 12463 Los Indios Tr., Austin* Wednesday, October 23  
*Miercoles 23 de octubre*

*Jarrell Memorial Park, Community Bldg, 1651 CR 305, Jarrell* Thursday, October 24  
*Jueves 24 de octubre*

*Liberty Hill Annex, 3407 RR 1869, Liberty Hill* Friday, October 25  
*Viernes 25 de octubre*

*Liberty Hill Annex, 3407 RR 1869, Liberty Hill* Saturday, October 26  
*Sabado 26 de octubre*

*Hutto City Hall, 401 Front St. Hutto* Monday, October 28  
*Lunes 28 de octubre*

*Hutto City Hall, 401 Front St. Hutto* Tuesday, October 29  
*Martes 29 de octubre*

*Florence City Hall, 106 S Patterson Ave, Florence* Wednesday, October 30  
*Miercoles 30 de octubre*

*Seton Medical Center-Wmsn.* 201 Seton Parkway, Round Rock

Thursday, October 31  
*Jueves 31 de octubre*

*Highland Estates Ind. Retirement Living,*  
1500 N. Lakeline Blvd., Cedar Park

Friday, November 1  
*Viernes 1 de noviembre*

**HAYS COUNTY EARLY VOTING**  
(Votación Adelantada del Condado de Hays)

**November 5, 2013**  
(5 de Noviembre de 2013)

**Location, Dates & Hours of Main Early Voting Polling Location**  
(Lugar, Fechas y Horas de los Centros Principales de Votación para la Votación Anticipada)

**GOVERNMENT CENTER  
CONFERENCE ROOM  
712 S. Stagecoach Trail  
San Marcos, TX 78666**

**Monday, October 21<sup>st</sup> through Friday, October 25<sup>th</sup>, 2013**  
(Lunes, 21 de Octubre hasta el Viernes, 25 de Octubre de 2013)  
**8:00 a.m. to 5:00 p.m. (8:00 am este las 5:00 pm)**  
**Saturday, October 26<sup>th</sup>, 2013**  
(Sábado, 26 de Octubre de 2013)  
**10:00 a.m. to 2:00 p.m. (10:00 am este las 2:00 pm)**  
**Sunday, October 27<sup>th</sup>, 2013**  
(Domingo, 27 de Octubre de 2013)  
**1:00 p.m. to 6:00 p.m. (1:00 pm este las 6:00 pm)**  
**Monday, October 28<sup>th</sup> through Friday, November 1<sup>st</sup>, 2013**  
(Lunes, 28 de Octubre hasta el Viernes, 1 de Noviembre de 2013)  
**7:00 a.m. to 7:00 p.m. (7:00 am este las 7:00 pm)**

**Location, Dates & Hours of Temporary Branch Early Voting Polling Locations**  
(Lugar, Fechas y Horas de las Sucursales de los Centros Temporal de Votación para la Votación Anticipada)

**October 21, 2013 through November 1, 2013**  
(Lunes, 21 de Octubre hasta el Viernes, 1 de Noviembre de 2013)

Monday - 21 <sup>st</sup>	Tuesday - 22 <sup>nd</sup>	Wednesday - 23 <sup>rd</sup>
Government Center Conference Room 712 S. Stagecoach Trail San Marcos, TX (8 am - 5 pm)	Government Center Conference Room 712 S. Stagecoach Trail San Marcos, TX (8 am - 5 pm)	Government Center Conference Room 712 S. Stagecoach Trail San Marcos, TX (8 am - 5 pm)
Thursday - 24 <sup>th</sup>	Friday - 25 <sup>th</sup>	Saturday - 26 <sup>th</sup>
Government Center Conference Room 712 S. Stagecoach Trail San Marcos, TX (8 am - 5 pm)	Government Center Conference Room 712 S. Stagecoach Trail San Marcos, TX (8 am - 5 pm)  Buda City Hall 121 N Main St. Buda, TX (8 am - 5 pm)	Government Center Conference Room 712 S. Stagecoach Trail San Marcos, TX (10 am - 2pm)  San Marcos Goodnight Center Austin Community College 1301 Hwy 123 San Marcos, TX (10 am - 2 pm)  Hays County Precinct 4 Office 195 Roger Hanks Pkwy Dripping Springs, TX (10 am - 2 pm)  Hays County Precinct 2 Office 5458 FM 2770 @ Crystal Meadow Dr. Kyle, TX (10 am - 2 pm)  Woodcreek City Hall 41 Champions Circle Wimberley, TX (10 am - 2 pm)
Sunday - 27 <sup>th</sup>	Monday - 28 <sup>th</sup>	Tuesday - 29 <sup>th</sup>
Government Center Conference Room 712 S. Stagecoach Trail San Marcos, TX (1 pm - 6 pm)	Government Center Conference Room 712 S. Stagecoach Trail San Marcos, TX (7 am - 7 pm)  San Marcos Goodnight Center Austin Community College 1301 Hwy 123 San Marcos, TX (7am - 7 pm)  Hays County Precinct 4 Office 195 Roger Hanks Pkwy Dripping Springs, TX (7 am - 7 pm)  Hays County Precinct 2 Office 5458 FM 2770 @ Crystal Meadow Dr. Kyle, TX (7 am - 7 pm)  Wimberley Community Center 14068 Ranch Rd. 12 Wimberley, TX (7 am - 7 pm)	Government Center Conference Room 712 S. Stagecoach Trail San Marcos, TX (7 am - 7 pm)  San Marcos Goodnight Center Austin Community College 1301 Hwy 123 San Marcos, TX (7am - 7 pm)  Hays County Precinct 4 Office 195 Roger Hanks Pkwy Dripping Springs, TX (7 am - 7 pm)  Hays County Precinct 2 Office 5458 FM 2770 @ Crystal Meadow Dr. Kyle, TX (7 am - 7 pm)  Wimberley Community Center 14068 Ranch Rd. 12 Wimberley, TX (7 am - 7 pm)  Texas State University LBJ Student Center 700 Student Center Dr. San Marcos, TX (11am - 7pm)

Wednesday - 30 <sup>th</sup>	Thursday - 31 <sup>st</sup>	Friday - 1 <sup>st</sup>
<p><b>Government Center Conference Room 712 S. Stagecoach Trail San Marcos, TX (7 am - 7 pm)</b></p>	<p><b>Government Center Conference Room 712 S. Stagecoach Trail San Marcos, TX (7 am - 7 pm)</b></p>	<p><b>Government Center Conference Room 712 S. Stagecoach Trail San Marcos, TX (7 am - 7 pm)</b></p>
<p><b>San Marcos Goodnight Center Austin Community College 1301 Hwy 123 San Marcos, TX (7am - 7 pm)</b></p>	<p><b>San Marcos Goodnight Center Austin Community College 1301 Hwy 123 San Marcos, TX (7am - 7 pm)</b></p>	<p><b>San Marcos Goodnight Center Austin Community College 1301 Hwy 123 San Marcos, TX (7am - 7 pm)</b></p>
<p><b>Hays County Precinct 4 Office 195 Roger Hanks Pkwy Dripping Springs, TX (7 am - 7 pm)</b></p>	<p><b>Hays County Precinct 4 Office 195 Roger Hanks Pkwy Dripping Springs, TX (7 am - 7 pm)</b></p>	<p><b>Hays County Precinct 4 Office 195 Roger Hanks Pkwy Dripping Springs, TX (7 am - 7 pm)</b></p>
<p><b>Hays County Precinct 2 Office 5458 FM 2770 @ Crystal Meadow Dr. Kyle, TX (7 am - 7 pm)</b></p>	<p><b>Hays County Precinct 2 Office 5458 FM 2770 @ Crystal Meadow Dr. Kyle, TX (7 am - 7 pm)</b></p>	<p><b>Hays County Precinct 2 Office 5458 FM 2770 @ Crystal Meadow Dr. Kyle, TX (7 am - 7 pm)</b></p>
<p><b>Wimberley Community Center 14068 Ranch Rd. 12 Wimberley, TX (7 am - 7 pm)</b></p>	<p><b>Wimberley Community Center 14068 Ranch Rd. 12 Wimberley, TX (7 am - 7 pm)</b></p>	<p><b>Wimberley Community Center 14068 Ranch Rd. 12 Wimberley, TX (7 am - 7 pm)</b></p>
<p><b>Seton Medical Center Hays 6001 Kyle Parkway Kyle, TX (11 am - 7 pm)</b></p>	<p><b>Seton Medical Center Hays 6001 Kyle Parkway Kyle, TX (11 am - 7 pm)</b></p>	
<p><b>Texas State University LBJ Student Center 700 Student Center Dr. San Marcos, TX (11am - 7pm)</b></p>		

**EXHIBIT G**

**Joint Election Agreements**

#114A

## ELECTION AGREEMENT BETWEEN TRAVIS COUNTY AND CITY OF AUSTIN

Pursuant to Chapter 31, Subchapter D, Chapter 123, and Chapter 271 of the Texas Election Code ("Code") and Chapter 791 of the Texas Government Code, Travis County and City of Austin ("Participating Entity") enter into this Agreement for the Travis County Clerk, as the County's Election Officer, to conduct the Participating Entity's elections, including run-offs, and for the Participating Entity's use of the County's current or future-acquired election equipment for any voting system that the County adopts, as authorized under Title 8 of the Election Code, for all Participating Entity elections. The purpose of this Agreement is to maintain consistency and accessibility in voting practices, polling places, and election procedures in order to best assist the voters of the Participating Entity.

### I. GENERAL PROVISIONS

- (A) Except as otherwise provided in this Agreement, the term "election" refers to any Participating Entity election, occurring on any uniform election date prescribed by the Texas Election Code or a primary election date and a resulting run-off, if necessary, within all Participating Entity territory located in Travis, Williamson and Hays Counties. If a run-off is necessary, the Participating Entity shall work with the Election Officer to determine a mutually acceptable run-off date; in the event that the Participating Entity and any other entity for which the County is providing election services or for which the County is conducting a joint election do not agree on a run-off date, the Participating Entity agrees to whichever run-off date is selected by the Election Officer.
- (B) If the Participating Entity determines it is necessary to conduct an election during a time other than that specified in I.(A), the Election Officer and a representative designated by the Participating Entity will meet as soon as possible to determine the feasibility of the Election Officer conducting such an election. If both parties agree that the Election Officer will administer this election, the new election will be based on all other applicable provisions of this Agreement, except provisions that are inconsistent and cannot be feasibly applied.
- (C) Except as otherwise provided in this Agreement, the term "Election Officer" refers to the Travis County Clerk.
- (D) Except as otherwise provided in this Agreement, the term "precinct" means all precincts in the territory of the Participating Entity located within Travis County, as they currently exist or are as later modified to incorporate single-member districts.
- (E) Except as otherwise provided in this Agreement, the term "election services" refers to services used to perform or supervise any or all of the duties and functions that an election officer determines necessary for the conduct of an election. Except as otherwise provided in this Agreement, the term "cost for election services" includes the costs for personnel, supplies, materials, or services needed for providing these services as

permitted by the Texas Election Code. The term does not refer to costs relating to the use of the voting equipment.

- (F) Except as otherwise provided in this Agreement, the cost for "use of voting equipment" is the amount the Participating Entity agrees to pay the County for use of the County's direct electronic recording equipment or any other voting equipment in use at the time of the election (hereinafter referred to as DRE).
- (G) The Participating Entity agrees to commit the funds necessary to pay for election-related expenses for Participating Entity elections.
- (H) The Election Officer has the right to enter into agreements with other entities at any time, including during the dates listed in I.(A).
- (I) As a condition for providing election services and equipment usage, the Election Officer may require authorities of political subdivisions holding elections on the same day in all or part of the same territory to enter into a joint election agreement as authorized in Chapter 271 of the Texas Election Code. The Participating Entity agrees to enter into any joint election agreement required by the County.

## **II. PARTICIPATING ENTITY'S USE OF VOTING EQUIPMENT**

The County shall make available to the Participating Entity their current and future-acquired voting system as authorized under Title 8 of the Election Code, subject to reasonable restrictions and conditions imposed by the Election Officer to ensure availability of the equipment for County-ordered elections, primary elections, and subsequent run-off elections, if applicable. The Election Officer may impose reasonable restrictions and conditions to protect the equipment from misuse or damage.

## **III. APPOINTMENT OF ELECTION OFFICER**

- (A) The Travis County Election Officer ("Election Officer") is appointed to serve as the Participating Entity's Election Officer and Early Voting Clerk to conduct the Participating Entity's elections described in Section I.
- (B) As the Participating Entity's Election Officer and Early Voting Clerk, the Election Officer shall coordinate, supervise, and conduct all aspects of administering voting in Participating Entity elections in compliance with all applicable laws, subject to Section III. (C) below. The Election Officer will provide the Participating Entity's election results for their precincts located in Williamson and Hays Counties.
- (C) The Participating Entity shall continue to perform those election duties listed in (1) through (8) below and any other election duties that may not be delegated to another governmental entity such as receipt of candidate applications:

- (1) preparing, adopting, and publishing all required election orders, resolutions, notices and other documents, including bilingual materials, evidencing action by the governing authority of the Participating Entity necessary to the conduct of an election, except Election Officer shall (1) publish a single newspaper notice that includes Participating Entity; however, such publishing expense will not be included in the pro rata assessment for remaining joint Participating Entities, and (2) in any debt obligation elections, post the notice required by and in accordance with Section 4.003(f), Texas Election Code, in each election day and early voting polling place;
  - (2) preparing any necessary federal Voting Rights Act election preclearance submissions to the U.S. Department of Justice, other than changes in a joint election conducted under this Agreement that directly affect the County;
  - (3) preparing the text for the Participating Entity's official ballot in English and Spanish, and any other languages as required by law;
  - (4) providing the Election Officer with a list of candidates or propositions showing the order and the exact manner in which the candidates' names and the propositions are to appear on the official ballot;
  - (5) conducting the official canvass of a Participating Entity election;
  - (6) administering the Participating Entity's duties under state and local campaign finance laws;
  - (7) having a Participating Entity representative serve as the custodian of its election records; and
  - (8) filing the Participating Entity's annual voting system report to the Secretary of State as required under Chapter 123 et seq. of the Texas Election Code.
- (D) The Participating Entity shall also be responsible for proofing and attesting to the accuracy of all ballot language and format information programmed by the County. This includes any information programmed for use with the audio or tactile button features of the equipment. The Participating Entity will also monitor and review all logic and accuracy testing and mandatory tabulations. The Participating Entity will complete its duties within timeframes as prescribed by the County. If the Participating Entity finds any discrepancies or concerns, it will immediately report them to the Election Officer and work with the Election Officer's staff to resolve any issues so that final approval can be reached. The Participating Entity shall be responsible for any and all actual costs associated with correcting the ballot and ballot programming if the error is discovered after the Participating Entity has signed off on its final proof containing the error.

- (E) The City Clerk of the City of Austin ("City Clerk") will assist the County whenever possible when the conduct of the election requires assistance from Participating Entity departments and staff. The City Clerk will serve as the Regular Early Voting Clerk for the Participating Entity to receive requests for applications for early voting ballots and forward these applications to the Joint Early Voting Clerk. The City Clerk will serve as the Custodian of Records for the Participating Entity to complete those tasks in the Election Code that the Election Officer will not perform.

#### **IV. ELECTION WORKERS AND POLLING PLACES**

- (A) For presentation to the governing body of the Participating Entity, the County shall provide a list containing the locations, times, and dates of early voting polling places suitable for consideration and adoption by the governing body in accordance with Texas Election Code Chapter 85, and also a list of judges and alternates pursuant to Election Code Chapter 32, no later than the 45<sup>th</sup> day before the election. The Election Officer will designate and confirm all election day polling place locations.
- (B) The Election Officer will assume the responsibility for recruiting election personnel; however, if by the 5th day before the election, the Election Officer reports vacancies in positions for election judges, alternate judges, election day clerks, early voting ballot board, receiving substation clerks, or any other key election personnel, the Participating Entity shall provide emergency personnel in these positions.
- (C) The Election Officer shall notify each of the election judges and alternates of their appointment and the eligibility requirements that pertain to them and to the selection of election day clerks. Included in this notification will be the number of clerks that each precinct should have in addition to the election judge and alternate judge. The election judges and/or the alternates are responsible for recruiting and supervising their clerks.
- (D) All election workers must agree to attend training sessions as determined by the Election Officer. Costs for these training sessions and compensation for attendees, if authorized, will be included as part of the election services costs.
- (E) During any election and any subsequent runoff election that involve entities in addition to the Participating Entity, the Election Officer will work with all parties to find a plan that can be agreed upon regarding the designation of polling places. If agreement cannot be reached, the Election Officer will resolve the differences. In all cases, emergency polling place changes will be made by the Election Officer.

#### **V. PAYMENTS FOR ELECTION SERVICES**

- (A) Payments for the use of voting equipment are addressed separately in Section VI of this Agreement.
- (B) At the time a Participating Entity executes this Agreement, its representative must tender \$100 towards the costs associated with administering the election including, but not

limited to, polling place searches and preparation for poll worker training. If the election is ultimately held by the Election Officer, the \$100 fee will be applied towards the Participating Entity's total costs due to the Election Officer. Not later than October 1 before a November election, or not later than the 35<sup>th</sup> day before any election not held in November, the Participating Entity will make a payment equal to 75% of the total of the Participating Entity's projected share of election costs according to the most recent calculation presented by the Election Officer. Additionally, a cost estimate will be submitted to the Participating Entity no later than the 50<sup>th</sup> day before the election.

- (C) In case of a cancellation of an election by the Participating Entity, the Participating Entity shall notify the Election Officer on or before 11:59 p.m. on the 60<sup>th</sup> day before the election whether it expects to be able to cancel its election, and on or before 11:59 p.m. on the 53<sup>rd</sup> day before the election if that election will or will not be cancelled. If the Participating Entity cancels its election, the \$100 fee will not be refunded.
- (D) Notwithstanding the provisions in IX.(B), the County and the Participating Entity agree that notice under V.(C) can be provided via e-mail to the County at [elections@co.travis.tx.us](mailto:elections@co.travis.tx.us) and cc to [michael.winn@co.travis.tx.us](mailto:michael.winn@co.travis.tx.us). Email notification shall be sent by the City Clerk. No further costs (except for the \$100 fee) will be due if the Election Officer receives final written notice on or before 11:59 p.m. of the 53<sup>rd</sup> day before the election that an election will be cancelled. Within thirty days after receipt of an election cost schedule or bill setting forth the Election Officer's actual contract expenses and charges incurred in the conduct of the election, the Participating Entity shall pay the Election Officer the remaining balance due. If there is a run-off election, the Participating Entity will make a payment equal to 75% of the projected costs for the run-off election immediately after receiving that projected cost from the Election Officer. The projected share of election costs will include the 10% fee for election services as discussed in V.(E).
- (E) The Election Officer will charge a fee for election services, as described in Section V, equal to 10% of the total costs of each election, excluding the costs of voting equipment. Costs for use of voting equipment are described in Section VI. In the event of a joint election, the election costs will be divided on a pro rata basis among all entities involved in the election in the following manner referred to hereafter as the "pro rata methodology": the number of precincts each participating entity has involved in an election will be added together. The proportional cost of each participating entity for election services will be calculated by multiplying the proportional percentage of each participating entity by the total cost of the election. The product of these numbers is the pro rata cost of each participating entity. Additionally, the Participating Entity acknowledges and understands that if any other Participating Entity should cancel its election, each remaining Participating Entity's pro rata cost will result in a proportionate cost increase.
- (F) For elections that do not have a run-off election, the County will send the Participating Entity a final invoice of election expenses not later than the 90th day after an election. For elections that do have a run-off, the County may send the Participating Entity a final

invoice of election expenses not later than the 90<sup>th</sup> day after the run-off election. The total amount due according to these invoices shall be offset by payments made for costs made in accordance with Subsection (B) of this section and offset by any payments made otherwise, such as proceeds received by the County in a sale, exchange, or return of voting equipment subject to the Addendum to the Election Services Agreement executed on October 25, 2011, which is hereby attached as Exhibit A and incorporated herein for all applicable purposes. The County shall prepare the invoice to include (1) an itemized list of each election expense incurred; (2) an itemization of any adjustments or credits to the first post-election invoice; and (3) the total payment due from the Participating Entity for any portion of the Participating Entity's costs not included in the City's payment or not included as payment for an "upfront" cost.

- (G) The Participating Entity shall promptly review an election invoice and any supporting documentation when received from the County. The Participating Entity may audit, during normal business hours, relevant County election or accounting records upon reasonable notice to the County. The Participating Entity shall pay the entire final invoice or the undisputed portion of the final invoice not later than the 30th day after receiving the invoice. Failure to timely pay invoice in full may impact Election Officer's participation in future elections with Participating Entity.

## **VI. PAYMENTS FOR USE OF VOTING EQUIPMENT**

- (A) The Election Officer shall conduct elections using a voting system certified by the Secretary of State in accordance with the Texas Election Code and that has been approved for use by the Travis County Commissioners Court unless otherwise agreed upon by both parties.
- (B) The Participating Entity shall make payments to Travis County as consideration for the use of the County's DRE equipment. The Participating Entity shall pay \$5 for each unit of electronic voting system equipment installed at a polling place; and \$5 for each unit of other electronic equipment used to conduct the election or provide election services.
- (C) If the Participating Entity holds an election on a date when the County is holding its own election, the Participating Entity is not charged any cost for equipment usage. However, if a run-off election is necessary after such an election, the Participating Entity will be responsible for payment of equipment usage.
- (D) If the Participating Entity holds an election on a date other than as listed in Section I.(A), the Participating Entity will pay \$5 for each unit of electronic voting system equipment installed at a polling place; and \$5 for each unit of other electronic equipment used to conduct the election or provide election services.
- (E) Payment by the Participating Entity to the County for DRE equipment is due 30 days after receipt of billing as part of the final payment for election costs as discussed in Section V. (D).

- (F) If the County acquires additional equipment, different voting equipment, or upgrades to existing equipment during the term of this contract, the charge for the use of the equipment may be renegotiated.

## VII. ADDITIONAL EARLY VOTING LOCATIONS

- (A) All of the Participating Entity's voters within Travis County will have access to all of the Travis County Early Voting sites in each election at no additional cost. If Travis County does not run a permanent or mobile site in a Participating Entity's area, the Participating Entity may request a mobile unit for one to five days. This would include Travis County staff setting up and breaking down the equipment daily, training staff for each location, and providing Travis County law enforcement to secure the equipment in the Travis County Elections Division's safe at 5501 Airport on a daily basis.
- (B) Any Participating Entity requesting additional early voting sites shall be responsible for the additional daily cost of \$1,560 per location, with said costs to be included in the overall election costs for that Participating Entity.

## VIII. COMMUNICATIONS

- (A) The Participating Entity and the Election Officer shall each designate a member of their staff to serve as the primary contact for the respective offices under this Agreement and provide the name and contact information for that individual to each entity.
- (B) Throughout the term of this Agreement, the Participating Entity and the County will engage in ongoing communications regarding issues related to Participating Entity elections, the use of County's voting equipment, and the delivery of services under this Agreement and, when necessary, the County Clerk, elections division staff members, and other election workers shall meet with the Participating Entity to discuss and resolve any problems which might arise under this Agreement.
- (C) The Election Officer shall be the main point of media contact for election information related to election administration. The Participating Entity shall designate a contact to be the main point of contact for matters related to the content of the Participating Entity's ballot or candidates.

## IX. MISCELLANEOUS PROVISIONS

(A) Amendment/Modification

Except as otherwise provided, this Agreement may not be amended, modified, or changed in any respect whatsoever, except by a further agreement in writing, duly executed by the parties hereto. No official, representative, agent, or employee of the County has any authority to modify this Agreement except pursuant to such express authorization as may be granted by the Commissioners Court of Travis County, Texas. No official, representative, agent, or employee of the Participating Entity has any authority to modify this Agreement except pursuant to such expressed authorization as

may be granted by the governing body of the Participating Entity. Dana DeBeauvoir, Travis County Clerk, may propose necessary amendments or modifications to this Agreement in writing in order to conduct a Joint Election smoothly and efficiently, except that any such proposals must be approved by the Commissioners Court of the County and the governing body of the Participating Entity.

(B) Notice

Any notice to be given hereunder by any party to the other shall be in writing and may be affected by personal delivery, by certified mail, or by common carrier. Notice to a party shall be addressed as follows:

CITY OF AUSTIN:

Jannette Goodall  
City Clerk  
P.O. Box 1088  
Austin, Texas 78767-1088

Cc: Karen Kennard  
City Attorney  
P.O. Box 1088  
Austin, Texas 78767-1088

TRAVIS COUNTY:

Honorable Dana DeBeauvoir  
Travis County Clerk  
1000 Guadalupe Street, Room 222  
Austin, Texas 78701

Cc: Honorable David Escamilla  
Travis County Attorney  
314 West 11<sup>th</sup> Street, Suite 300  
Austin, Texas 78701

Notice by hand-delivery is deemed effective immediately, notice by certified mail is deemed effective three days after deposit with a U.S. Postal Office or in a U.S. Mail Box, and notice by a common carrier is deemed effective upon receipt. Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this section.

(C) Force Majeure

In the event that the performance by the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil

commotion, sovereign conduct, or the act or condition of any persons not a party or in privity thereof, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

(D) Venue and Choice of Law

The Participating Entity agrees that venue for any dispute arising under this Agreement will lie in the appropriate courts of Austin, Travis County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America.

(E) Entire Agreement

With the exception of the aforementioned Exhibit A, this Agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed and also supersedes all prior agreements, including prior election services contracts and prior agreements to conduct joint elections. With the exception of the aforementioned Exhibit A, any other prior agreements, promises, negotiations, or representations not expressly contained in this Agreement are of no force and effect. Any oral representations or modifications concerning this Agreement shall be of no force or effect, excepting a subsequent modification in writing as provided herein.

(F) Severability

If any provision of this Agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Agreement; and, parties to this Agreement shall perform their obligations under this Agreement in accordance with the intent of the parties to this Agreement as expressed in the terms and provisions of this Agreement.

(G) Breach

In the event that Participating Entity or County breaches any of its obligations under this Agreement, the non-breaching party shall be entitled to pursue any and all rights and remedies allowed by law.

(H) Payments from Current Revenues

Payments made by the Participating Entity in meeting its obligations under this Agreement shall be made from current revenue funds available to the governing body of the Participating Entity. Payments made by the County in meeting its obligations under this Agreement shall be made from current revenue funds available to the County.

(I) Other Instruments

The County and the Participating Entity agree that they will execute other and further instruments or any documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.

(J) Third Party Beneficiaries

Except as otherwise provided herein, nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights or remedies under or by reason of this Agreement.

(K) Other Joint Election Agreements

The County and the Participating Entity expressly understand and acknowledge that each may enter into other Joint Election Agreements with other jurisdictions, to be held on Election Day and at common polling places covered by this Agreement.

(L) Mediation

When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed-upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.023 of the Texas Civil Practice and Remedies Code unless both parties agree, in writing, to waive the confidentiality. Notwithstanding the foregoing, the parties intend to fully comply with the Texas Open Meetings Act and the Texas Public Information Act whenever applicable. The term "confidential" as used in this Agreement has the same meanings as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act.

(M) Addresses for Payments

Payments made to the County or the Participating Entity under this Agreement shall be addressed to the following respective addresses:

Elections Division  
Travis County Clerk  
P.O. Box 149325  
Austin, Texas 78751

Jannette Goodall  
City Clerk, City of Austin  
P.O. Box 1088  
Austin, Texas 78767-1088

(N) Effective Date

This Agreement is effective upon execution by both parties and expires on September 1, 2016.

(O) Renewal Terms

This Agreement may be extended by written agreement of both parties for up to two (2) additional one (1) year periods (each a "Renewal Term") and all provisions of this Agreement shall remain unchanged and in full force and effect unless otherwise amended by the parties pursuant to the terms of the Agreement.

(P) Termination

Either party may terminate this Agreement for any reason upon providing 60 days written notice to the other party.

(Q) The individuals below have been authorized to sign this Agreement.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, on this 27<sup>th</sup> day of August, 2013, with the effective date being the date of execution by last signatory.

**CITY OF AUSTIN**

BY: Jannette D. Goodall  
Jannette Goodall  
City Clerk

**TRAVIS COUNTY**

BY: Samuel T. Biscoe  
Samuel T. Biscoe  
County Judge

BY: Dana DeBeauvoir  
Dana DeBeauvoir  
County Clerk

## INTERLOCAL CONTRACT FOR ELECTION SERVICES

THIS CONTRACT FOR ELECTION SERVICES ("Contract") is made and entered into by and between the ELECTIONS ADMINISTRATOR OF WILLIAMSON COUNTY, TEXAS ("Contracting Officer"), and the CITY OF AUSTIN ("City"), pursuant to the authority under §31.092(a) of the Texas Election Code and the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

AUSTIN CITY CLERK  
FILED  
DATE/TIME  
5 9M 15 5

### RECITALS

**WHEREAS**, per the Interlocal Cooperation Act, each party represents and warrants that in the performance of its respective obligations as set forth in this Agreement, it is carrying out a duly authorized governmental function, which it is authorized to perform individually under the applicable statutes of the State of Texas and/or its charter; and

**WHEREAS**, the City expects to call an Election during the term of this Contract and during any renewal term of this Contract; and

**WHEREAS**, the City desires that certain Election-related governmental functions and services for the Election be provided by the Contracting Officer pursuant to Chapter 31, Subchapter D of the Texas Election Code; and

**WHEREAS**, the Contracting Officer and the City desire to enter into a contract stating the contract's purpose and terms, and the parties' rights and duties;

**NOW, THEREFORE**, in consideration of the mutual covenants and promises hereinafter set forth, the parties to this Contract agree as follows with respect to the coordination, supervision, and running of the Election:

#### **I. PURPOSE; SCOPE; APPOINTMENT.**

**A.** The purpose of this Contract is to maintain consistency and accessibility in voting practices, polling places, and election procedures in order to best assist the voters of the City. For purposes of this Contract, the term "**Election**" refers to any City general or special election and a resulting runoff, if necessary, within all City territory located in Williamson County. In the event that the City and any other entity for which the Contracting Officer is providing election services, or for which the Contracting Officer is conducting a joint election, do not agree on a run-off date, the Contracting Officer will determine a run-off date, subject to City Council approval.

**B.** The Contracting Officer is hereby appointed to serve as the City's Election Officer and designee for carrying out Early Voting Clerk duties to conduct the Election for those areas of the City located in Williamson County. As City's Election Officer and designee for carrying out Early Voting Clerk duties, the Contracting Officer will coordinate, supervise, and conduct all aspects of administering voting in connection with the Election in compliance with all applicable law, except as otherwise provided in this Contract.

**II. DUTIES OF CONTRACTING OFFICER.** The Contracting Officer shall be responsible for performing the following services and furnishing the following materials and equipment in connection with the Election:

**A. All Election Services Required By State Law.** As stated in I. (B.) and as partially listed in this Article II, the Contracting Officer will perform all Election services required by State law and not listed in Article III as Duties of City.

**B. *Nomination of Presiding Judges and Alternate Judges.*** Contracting Officer will recruit and appoint all election workers. Such proposed presiding judges and alternate judges shall meet the eligibility requirements in Chapter 32, Subchapter C of the Texas Election Code.

**C. *Notification to City.*** Contracting Officer will provide the City with the most up-to-date list of early voting polling places, election day polling places, and presiding and alternate judges three weeks before the statutory deadline to order the election and again three weeks before election day. The City acknowledges that the information provided may not be final or complete.

**D. *Notification to Presiding and Alternate Judges; Appointment of Clerks.***

1. The Contracting Officer shall notify each presiding judge and alternate judge of his or her appointment. The notification will also include the assigned polling location, the date of the election school(s), the date and time of the election, the rate of compensation, the number of election clerks the presiding judge may appoint, the eligibility requirements for election workers, and the name of the presiding or alternate judge, as appropriate. The Contracting Officer shall notify each of the election judges and alternates of their appointment and to the selection of election day clerks. Included in this notification will be the number of clerks that each precinct can appoint in addition to the election judge and alternate judge. The election judge is responsible for recruiting and supervising their clerks. Notification to the election judges and alternates shall be made no later than 20 days from the date of the election unless the Contracting Officer appoints a judge after this date.

2. The Contracting Officer shall ensure that the presiding judges make the appropriate election clerk appointments and notify the clerks of such appointments. The presiding election judge of each polling place, however, will use his or her discretion to determine when additional manpower is needed during peak voting hours. The Contracting Officer will determine the number of clerks to work on the Balloting Board.

**E. *Contracting with Third Parties.*** In accordance with §31.098 of the Texas Election Code, the Contracting Officer is authorized to contract with third persons for election services and supplies. The actual cost of such third-person services and supplies will be paid by the Contracting Officer and reimbursed by the City.

**F. *Election School(s).*** The Contracting Officer shall be responsible for conducting one or more, in his discretion, election schools to train the presiding judges and alternate judges in the conduct of elections, including qualifying voters, provisional voting, and the counting of ballots. The Contracting Officer shall determine the date, time, and place for such school(s) and notify the presiding judges and alternate judges of such. The election workers must agree to attend training sessions as determined by the Contracting Officer. The Contracting Officer may hold the election school(s) on a Saturday in order to increase its availability to election workers who are employed during the regular work week. If at all possible, such election schools shall be conducted within the City's territory.

**G. *Early Voting.*** In accordance with §§31.096, 31.097(b), and 83.005 of the Texas Election Code, the City is the Early Voting Clerk for the election and hereby delegates all Early Voting Clerk duties to the Contracting Officer.

1. The Contracting Officer shall supervise and conduct early voting by mail and personal appearance and shall secure personnel to serve as Early Voting Deputies.

2. Early voting by personal appearance for the election shall be conducted during the hours and time period and at the locations as determined by the Contracting Officer.

3. The Contracting Officer shall receive mail ballot applications on behalf of the City. All applications for mail ballots shall be processed in accordance with Title 7 of the Texas Election Code by the Contracting Officer or his deputies at 301 SE Inner Loop, Ste 104, PO Box 209, Georgetown, Texas 78627-0209. Applications for mail ballots erroneously mailed to the City shall be faxed as promptly as possible to the Contracting Officer for timely processing. The original application shall then be forwarded to the Contracting Officer for proper retention.

4. Early voting ballots cast by personal appearance shall be secured and maintained at 301 SE Inner Loop, Georgetown, TX and in accordance with Chapter 87 of the Texas Election Code. The Early Voting Ballot Board shall meet at 301 SE Inner Loop, Ste 104, Georgetown, TX on the day after early voting ends during each term of this Contract.

**H. Election Day Polling Locations.** The election day polling locations are determined by the Contracting Officer, subject to City Council approval. The Contracting Officer shall arrange for the use of all election day polling places and shall arrange for the setting up of all polling locations for election day, including ensuring that each polling location has the necessary tables, chairs, and voting booths. The City understands that the cost of services to be rendered by the Contracting Officer includes a pro rata share of any fees charged by the entity providing the poll site and the cost of all employee services required to provide access, security, or custodial services for the polling location(s).

**I. Custodian of Voted Ballots.** The Contracting Officer is hereby appointed the custodian of voted ballots and shall preserve them in accordance with Chapter 66 of the Texas Election Code and other applicable law. After complying with the retention period, the Contracting Officer shall forward election material, including voted ballots, to the City, if requested.

**J. Pre-Clearance.** The Contracting Officer will provide the City with information on changes affecting the City's election, such as polling place changes and changes in voting equipment, when such changes are confirmed, verified, or otherwise become known to him or his office.

### **III. DUTIES OF CITY.** The City shall assume the following responsibilities:

**A. Applications for Mail Ballots.** The City shall date stamp and then as promptly as possible fax to the Contracting Officer all applications for mail ballots that it receives. Promptly thereafter, the City shall deliver or send by mail the original mail ballot applications to the Contracting Officer.

**B. Election Orders, Election Notices, Canvass.** The City will be responsible for preparing, adopting, publishing, and posting all required election orders, resolutions, notices, and other documents, including bilingual materials, evidencing action by the governing authority of the City necessary to the conduct of the Election. The City will be responsible for conducting the official canvass of the Election.

**C. Ballot Text.** The City will be responsible for preparing the text for the City's official ballot in English and Spanish, or other languages as required by law. The City will provide the Contracting Officer with a list of propositions showing the order and the exact manner in which the candidates' names and the propositions are to appear on the official ballot. The City shall also provide approval once the Contracting Officer submits it for review by e-mail or by signature in person.

**D. Custodian of Records.** The City will be responsible for having a City representative serve as the custodian of all election records other than those mentioned in II. (I.).

E. **Annual Voting Report.** The City will be responsible for filing its annual voting system report to the Secretary of State as required under Chapter 123 *et seq.* of the Texas Election Code.

F. **Pre-Clearance.** The City shall be individually responsible for obtaining appropriate preclearance, if necessary, from the United States Department of Justice.

G. **Applications Authority.** In accordance with §31.096 of the Texas Election Code, the City will continue to serve as the authority with whom the applications for a place on the ballot are filed.

H. **Filing Authority.** In accordance with §31.096 of the Texas Election Code, the City will continue to serve as the authority with whom documents relating to political funds and campaigns under Title 15 of the Texas Election Code are filed.

#### IV. PAYMENT TERMS.

A. **Charges.** In consideration for the election services provided hereunder by the Contracting Officer, the City will be charged a share of election costs, an administrative fee, and for the lease of voting equipment.

1. **Share of Election Costs.** The City's share of election costs will be determined on a pro rata basis using the following method: The number of registered voters for each entity involved in an election will be added together. The proportional percentage of that sum for each entity will be calculated. The proportional cost for each entity for election services will be calculated by multiplying the proportional percentage of each entity by the total cost of the election.

2. **Administrative Fee.** The Contracting Officer will charge a fee equal to 10% of the City's share of the total costs of each election.

3. **Lease of Voting Equipment.** Per § 123.032(d) of the Texas Election Code, the Williamson County Commissioners Court has established the following prices for leasing county-owned voting equipment:

- \$309.50 per ADA iVotronic DRE;
- \$250.00 per iVotronic DRE;
- \$85.00 per iVotronic printer;
- \$274.43 per electronic pollbook; and
- \$475.00 per M100 precinct ballot counter (election day only).

The City's share of voting equipment costs will be determined on a pro rata basis. Leasing cost will be calculated once for the early voting period (excluding M100 precinct ballot counters) and once for election day. If the County acquires additional equipment, different voting equipment, or upgrades existing equipment during the term of this Contract, the charge for the use of the equipment may be reset by the Williamson County Commissioners Court.

B. **Partial Upfront Payment.** The City may make a partial payment before election day in the event of significant "upfront" costs for essential supplies for which documentation is provided to the City with sufficient notice to enable the City Clerk to obtain approval from the City's Purchasing Office or if necessary, from City Council.

C. **Final Payment.** The Contracting Officer will submit an itemized invoice (properly supported by time sheets, invoices, and receipts, as applicable—see Section D below) to the City for the actual expenses directly attributable to the services provided to the City hereunder as soon

as reasonably possible after election day. The Contracting Officer also has the option to immediately submit an itemized invoice (properly supported by time sheets, invoices, and receipts, as applicable—see Section D below) after election day for 75% of actual expenses directly attributable to the services provided to the City and submit an itemized invoice for the remaining 25% of actual expenses as soon as reasonably possible thereafter. In the event the actual election costs exceed the City's partial payment, the difference between the actual costs and the partial payment will be paid by the City within 30 days after receiving an itemized invoice from the Contracting Officer. Payment shall be made by check payable to WILLIAMSON COUNTY and mailed to:

Rick Barron  
Elections Administrator  
PO Box 209  
Georgetown, TX 78627-0209

Any monies remaining after the payment of all costs of election bills shall be the property of the City and returned to it. If the City disputes any portion of the invoice, the City shall pay the undisputed portion of the invoice, and the parties will discuss in good faith a resolution of the disputed portion. Payments for the performance of governmental functions or services made by the City in meeting its obligations under this Contract shall be made from current revenue funds available to the governing body of the City.

**D. *Audit.*** The City shall promptly review an election invoice and supporting documentation when received from the Election Officer. The City may audit, during normal business hours, relevant Contracting Officer election or accounting records upon reasonable notice to the Contracting Officer. The City shall pay the entire final invoice or the undisputed portion of the final invoice not later than the 30th day after receiving the invoice.

**E. *Adjustment.*** The City may file a written request that the Election Officer adjust the final invoice not later than the 30th day after the City receives an invoice. The request must include a justification for the request.

**F. *Resolution.*** After receiving an adjustment request under Section E, the City and Contracting Officer will endeavor to resolve adjustment issues not later than the 14th day after the City has filed the adjustment request. After the resolution of any adjustment issues, the City shall pay the final remaining adjusted balance due to the County, or if a final adjustment results in an amount due to the City, the County shall make payment to the City. The payment will not be made later than the 21<sup>st</sup> day after the final adjustment. A payment resulting from the final dispute/adjustment process described in this Section is due no later than September 29 of the fiscal year.

**G. *Fair Compensation.*** Per the Interlocal Cooperation Act, each party represents and warrants that the compensation to be made to the performing party contemplated in this Agreement are in amounts that fairly compensate the performing party for the services or functions described in this Agreement.

**H. *Appropriation.*** Per the Interlocal Cooperation Act, it is the intent and understanding of the Parties that the obligations of each party under this Agreement shall remain effective only so long as and provided that each party has fully appropriated funds for performing such obligations for the party's current fiscal year. If for any fiscal year of any party funds are not appropriated for such party's performance of its obligations under this Agreement, this Agreement shall become void and such party shall promptly give notice to the other parties of the nonappropriation of funds.

## V. TERM AND TERMINATION.

A. **Initial Term.** The initial term of this Contract shall commence upon the last party's execution hereof and shall continue thereafter in full force and effect for one year, subject to the termination rights set forth herein.

B. **Renewal.** Subject to the termination rights set forth herein, this Contract shall automatically renew for ten additional one-year terms.

C. **Termination for Convenience.** Either party may terminate this Contract for convenience and without cause or further liability upon one hundred and eighty (180) day's written notice to the other party. In the event of termination, it is understood and agreed that only the amounts due to Contracting Officer for services provided and expenses incurred up to and including the date of termination, will be due and payable. No penalty will be assessed for either party's termination of this Contract for convenience.

D. **Termination for Cause.** If either party commits an event of breach (a breach of any of the covenants, terms, and/or conditions of this Contract), the non-breaching party shall deliver written notice of such event of breach to the breaching party. Such notice must specify the nature of the event of breach and inform the breaching party that unless the event of breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Contract. If the breaching party begins a good faith attempt to cure the event of breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the event of breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the event of breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Contract with one hundred and eighty (180) day's notice.

## VI. COMMUNICATIONS.

A. **Primary Contact.** The City and the Contracting Officer shall each designate a member of their staff to serve as the primary contact for the respective offices under this Contract and provide the name and contact information for that individual to each entity.

B. **Ongoing Communications.** Throughout the term of this Contract, the City and the Contracting Officer will engage in ongoing communications issues related to City elections, the use of Contracting Officer's voting equipment, and the delivery of services under this Contract and, when necessary, the Contracting Officer, elections staff members, and other election workers shall meet with the City to discuss and resolve any problems which might arise under this Contract.

C. **Media Contact.** The Contracting Officer shall be the main point of media contact for election information related to election administration. The City shall designate a contact to be the main point of contact for matters related to the content of the City's ballot or candidates.

D. **Progress Report.** On election night, the designated staff member will contact the Travis County Central Counting Station with a progress report no later than 11:00 p.m.

## VII. GENERAL PROVISIONS.

A. **Cancellation of Election.** If the City cancels its election pursuant to §2.053 of the Texas Election Code, the Contracting Officer shall only be entitled to receive the actual expenses incurred before the date of cancellation in connection with the election and a cancellation fee of \$50. The Contracting Officer shall submit an invoice for such expenses (properly supported as

described in Article IV above) as soon as reasonably possible after the cancellation and the City shall make payment therefore in a manner similar to that set forth in Article IV above. The Contracting Officer agrees to use reasonable diligence not to incur major costs in connection with election preparations until it is known that the election will be held, unless the City authorizes such major costs in writing.

**B. *Representatives.*** For purposes of implementing this Contract and coordinating activities hereunder, the City and the Contracting Officer designate the following individuals, and whenever the contract requires submission of information or documents or notice to the City or the Contracting Officer, respectively, submission or notice shall be to these individuals:

**For the City:**

Shirley Gentry  
City Clerk  
City of Austin  
PO Box 1088  
Austin, TX 78767  
Tel: (512) 974-2211

cc: City Attorney  
PO Box 1088  
Austin, TX 78767

**For the Contracting Officer:**

Rick Barron  
Elections Administrator  
Williamson County  
PO Box 209  
Georgetown, TX 78627  
Tel: (512) 943-1622

cc: County Attorney  
PO Box 209  
Georgetown, TX 78627

**C. *Amendment/Modification.*** Except as otherwise provided, this Contract may not be amended, modified, or changed in any respect whatsoever, except in writing, duly executed by the parties hereto. No official, representative, agent, or employee of Williamson County has any authority to modify this Contract except pursuant to such expressed authorization as may be granted by the Commissioners Court of Williamson County, Texas. No official, representative, agent, or employee of the City has any authority to modify this Contract except pursuant to such expressed authorization as may be granted by the governing body of the City. Both the Contracting Officer and the City may propose necessary amendments or modifications to this Contract in writing in order to conduct the Election smoothly and efficiently, except that any such proposals must be approved by the Contracting Officer and the governing body of the City or its authorized agent, respectively.

**D. *Relationship of the Parties.*** Each party to this Contract, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

**E. *Other Joint Election Agreements.*** The Contracting Officer and the City expressly understand and acknowledge that each may enter into Joint Election Agreements with other jurisdictions, to be held on election day and at common polling places covered by this Contract.

**F. *Severability.*** If any provision of this Contract is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Contract; and, parties to this Contract shall perform their obligations under this Contract in accordance with the intent of the parties to this Contract as expressed in the terms and provisions of this Contract.

**G. *Third Party Beneficiaries.*** Except as otherwise provided herein, nothing in this Contract, expressed or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Contract.

**H. Entire Agreement.** This Contract contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed and supersedes all prior agreements, including prior election services contracts and prior agreements to conduct joint elections. Any prior agreements, promises, negotiations, or representations not expressly contained in this Contract are of no force and effect. Any oral representations or modifications concerning this Contract shall be of no force or effect, excepting a subsequent modification in writing as provided herein.

**I. Force Majeure.** In the event that the performance by the Contracting Officer of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or condition of any persons not a party or in privity thereof, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

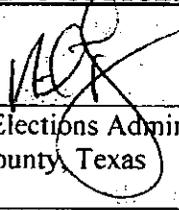
**J. Venue and Choice of Law.** The Contracting Officer agrees that venue for any dispute arising under this Contract will lie in the appropriate courts of Austin, Travis County, Texas. This Contract shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America.

**K. Mediation.** When mediation is acceptable to both parties in resolving a dispute arising under this Contract, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in § 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in § 154.023 of the Texas Civil Practice and Remedies Code unless both parties agree, in writing, to waive the confidentiality. Notwithstanding the foregoing, the parties intend to fully comply with the Texas Open Meetings Act and the Texas Public Information Act whenever applicable. The term "confidential" as used in this Contract has the same meanings as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act.

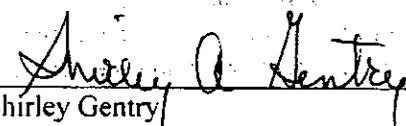
**L. Other Instruments.** The County and the City agree that they will execute other and further instruments or any documents as may become necessary or convenient to effectuate and carry out the purposes of this Contract.

IN TESTIMONY WHEREOF, the parties hereto have executed this Contract in multiple copies, each of equal dignity. This Contract shall commence upon the last party's execution hereof.

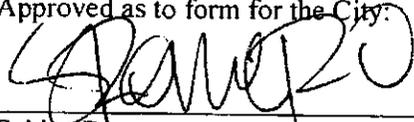
**CONTRACTING OFFICER:**

  
\_\_\_\_\_  
Rick Barron, Elections Administrator  
Williamson County, Texas  
Date: 5/18/10

**THE CITY OF AUSTIN:**

  
\_\_\_\_\_  
Shirley Gentry  
City Clerk  
Date: 8/5/2010

Approved as to form for the City:



\_\_\_\_\_  
Sabine Romero

Assistant City Attorney, City of Austin

Date: Aug 5, 2010

## CONTRACT FOR ELECTION SERVICES

THIS CONTRACT FOR ELECTION SERVICES (the "Contract") is made and entered into by and between the ELECTIONS ADMINISTRATOR OF HAYS COUNTY, TEXAS (the "Contracting Officer"), and CITY OF AUSTIN FULL AND LIMITED PURPOSE (the "District"), pursuant to the authority under §31.092(a) of the Texas Election Code.

### RECITALS

WHEREAS, the District expects to call an election to be held on November 5, 2013 (the "Election"); and

WHEREAS, the District desires that certain election services for the Election be provided by the Contracting Officer pursuant to Chapter 31, Subchapter D of the Texas Election Code; and

WHEREAS, the Contracting Officer and the District desire to enter into a contract setting out the respective responsibilities of the parties;

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the parties to this Contract agree as follows with respect to the coordination, supervision, and running of the Election:

#### I. PURPOSE; SCOPE; APPOINTMENT

A. The purpose of this Contract is to maintain consistency and accessibility in voting practices, polling places, and election procedures in order to best assist the voters of the District. For purposes of this Contract, the term "Election" will include any resulting recount, or election contest. If a run-off is necessary, the District will work with the Contracting Officer to determine a mutually acceptable run-off date.

B. The Contracting Officer is hereby appointed to serve as the District's Election Officer and Early Voting Clerk to conduct the Election for those areas of the District located in Hays County. As the District's Election Officer and Early Voting Clerk, the Contracting Officer will coordinate, supervise, and conduct all aspects of administering voting in connection with the Election in compliance with all applicable laws, except as otherwise provided in this Contract.

#### II. RESPONSIBILITIES OF CONTRACTING OFFICER

The Contracting Officer shall be responsible for performing the following services and furnishing the following materials and equipment in connection with the Election:

A. *Nomination of Presiding Judges and Alternate Judges.* The Contracting Officer will recruit and appoint all election workers. Such proposed presiding judges and alternate judges shall meet the eligibility requirements in of Chapter 32, Subchapter C of the Texas Election Code.

B. *Notification to District.* The Contracting Officer will provide the District with the most up-to-date list of early voting polling places, election day polling places, and presiding and alternate judges three (3) weeks before the statutory deadline to order the election and again three (3) weeks before election day. The District acknowledges that the information provided may not be final or complete.

**C. Notification to Presiding and Alternate Judges; Appointment of Clerks.**

1. The Contracting Officer shall notify each presiding judge and alternate judge of his or her appointment. The notification will also include the assigned polling location, the date of the election school(s), the date and time of the election, the rate of compensation, the number of election clerks the presiding judge may appoint, the eligibility requirements for election workers, and the name of the presiding or alternate judge, as appropriate. The Contracting Officer shall notify each of the election judges and alternates of their appointment and the selection of election day clerks. Included in this notification will be the number of clerks that each precinct can appoint in addition to the election judge and alternate judge. The election judges are responsible for recruiting and supervising their clerks. Notification to the election judges and alternates shall be made no later than October 21, 2013, unless the Contracting Officer appoints a judge after this date.

2. The Contracting Officer shall ensure that the presiding judges make the appropriate election clerk appointments and notify the clerks of such appointments. The presiding election judge of each polling place, however, will use his or her discretion to determine when additional manpower is needed during peak voting hours. The Contracting Officer will determine the number of clerks to work on the Balloting Board.

**D. Contracting with Third Parties.** In accordance with §31.098 of the Texas Election Code, the Contracting Officer is authorized to contract with third persons for election services and supplies. The actual cost of such third-person services and supplies will be paid by the Contracting Officer and reimbursed by the District.

**E. Election School(s).** The Contracting Officer shall be responsible for conducting one or more, in his or her discretion, election school(s) to train the presiding judges and alternate judges in the conduct of elections, including qualifying voters, provisional voting, and the counting of ballots. The Contracting Officer shall determine the date, time, and place for such school(s) and notify the presiding judges and alternate judges of such. The Contracting Officer may hold the election school(s) on a Saturday in order to increase availability to election workers who are employed during the regular work week. If at all possible, such election school(s) shall be conducted within the District's territory.

**F. Election Supplies.** The Contracting Officer shall procure, prepare, and distribute to the presiding judges for use at the polling locations on election day (and to the early voting clerks during early voting) the following election supplies: election kits (including the appropriate envelopes, sample ballots, lists, forms, name tags, posters, and signage described in Chapters 51, 61, and 62, and Subchapter B of Chapter 66 of the Texas Election Code), pens, pencils, tape, markers, paper clips, ballot box seals, sample ballots, tacks, and all consumable-type office supplies necessary to hold an election.

**G. Registered Voter List.** The Contracting Officer shall provide all lists of registered voters required for use on election day and for the early voting period required by law. The election day list of registered voters shall be arranged in alphabetical order by each precinct.

**H. Direct Recording Electronic Voting Devices (DREs).** The Contracting Officer shall provide, at each polling location, at least one voting station with a voting system that: (i) fully complies with applicable law relating to accessible voting systems which make voting accessible for disabled voters; and (ii) provides a practical and effective means for voters with physical disabilities to cast a secret ballot.

**I. Election Equipment.** The Contracting Officer will procure, prepare, and distribute election equipment.

**J. Ballots.** The Contracting Officer shall be responsible for the preparation, printing, programming, and distribution of ballots and sample ballots, provided that the District will prepare the text of such ballots as set forth in Section III.C. herein. Without limiting the foregoing, the Contracting Officer will be responsible for the programming of the direct recording electronic voting devices (DREs) and the printing of ballots requested by mail. The Contracting Officer shall be responsible for distributing the DREs along with the election supplies. In addition, the Contracting Officer will prepare the paper, optical, and auditory ballots for the election. The ballots shall be in English with the Spanish translation included.

**K. Early Voting.** In accordance with §31.096 and §31.097(b) of the Texas Election Code, the Contracting Officer will serve as Early Voting Clerk for the election.

1. The Contracting Officer shall supervise and conduct early voting by mail and personal appearance and shall secure personnel to serve as Early Voting Deputies.

2. Early voting by personal appearance for the election shall be conducted during the hours and time period and at the locations as determined by the Contracting Officer.

3. The Contracting Officer shall receive mail ballot applications on behalf of the District. All applications for mail ballots shall be processed in accordance with Title 7 of the Texas Election Code by the Contracting Officer or his/her deputies at 712 S. Stagecoach Trail, Suite 1045, San Marcos, TX 78666-9914. Applications for mail ballots erroneously mailed to the District shall be faxed as promptly as possible to the Contracting Officer for timely processing. The original application shall then be forwarded to the Contracting Officer for proper retention.

4. Early voting ballots cast by personal appearance shall be secured and maintained at 712 S. Stagecoach Trail, Suite 1045, San Marcos, TX 78666-9914 and in accordance with Chapter 87 of the Texas Election Code. The Early Voting Ballot Board shall meet at 712 S. Stagecoach Trail, Suite 1045, San Marcos, TX 78666-9914 on November 2, 2013.

**L. Election Day Polling Locations.** The election day polling locations are determined by the Contracting Officer. The Contracting Officer shall arrange for the use of all election day polling places and shall arrange for the setting up of all polling locations for election day, including ensuring that each polling location has the necessary tables, chairs, and voting booths. The District understands that the cost of services to be rendered by the Contracting Officer includes a pro rata share of any fees charged by the entity providing the poll site and the cost of all employee services required to provide access, security, or custodial services for the polling location(s).

**M. Ballot Tabulation.** The Early Voting Ballot Board shall be responsible for handling ballot tabulation in accordance with statutory requirements and county policies, under the auspices of the Contracting Officer, and will thereafter transport all election records to the Contracting Officer.

**N. Manual Counting.** The Contracting Officer shall conduct a manual count as prescribed by §127.201 of the Texas Election Code and submit a written report to the District 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 §127.201(e) of the Texas Election Code.

O. *Election Reports.* The Contracting Officer shall prepare the unofficial and official tabulation of precinct results under §66.056(a) of the Texas Election Code and shall provide a copy of the tabulation to the Travis County Central Counting Station as soon as possible after the Contracting Officer has received the precinct returns on election day night.

P. *Custodian of Voted Ballots.* The Contracting Officer is hereby appointed the custodian of voted ballots and shall preserve them in accordance with Chapter 66 of the Texas Election Code and other applicable law. After complying with the retention period, the Contracting Officer shall forward election material, including voted ballots, to the District, if requested.

Q. *Schedule for Performance of Services.* The Contracting Officer will perform all election services in accordance and compliance with the time requirements set out in the Texas Election Code.

R. *Compensation of Election Workers.* The Contracting Officer will compensate all election workers, including election day and early voting judges and clerks and judges for election night and early voting returns, in accordance with the Contracting Officer's established compensation policies.

S. *Preclearance.* The District shall be individually responsible for obtaining appropriate preclearance, if necessary, from the United States Department of Justice. The Contracting Officer will provide the District with information on changes affecting the District's election, such as polling place changes and changes in voting equipment, when such changes are confirmed, verified, or otherwise become known to him or her or the office.

### III. RESPONSIBILITIES OF THE DISTRICT

The District shall assume the following responsibilities:

A. *Applications for Mail Ballots.* The District shall date stamp and then as promptly as possible fax to the Contracting Officer all applications for mail ballots that it receives. Promptly thereafter, the District shall deliver or send by mail the original mail ballot applications to the Contracting Officer.

B. *Election Orders, Election Notices, Canvass.* The District will be responsible for preparing, adopting, publishing, and posting all required election orders, resolutions, notices, and other documents, including bilingual materials, evidencing action by the governing authority of the District necessary to the conduct of the Election. The District will be responsible for conducting the official canvass of the Election.

C. *Ballot Text.* The District will be responsible for preparing the text for the District's official ballot in English and Spanish, or other languages as required by law. The District will provide the Contracting Officer with a list of propositions showing the order and the exact manner in which the candidates' names and the propositions are to appear on the official ballot. The District shall also provide approval, once the Contracting Officer submits the information for review, by e-mail or by signature in person.

D. *Custodian of Records.* The Contracting Officer will serve as the custodian of voted ballots as set forth in Section II.P. herein. The District will be responsible for having a District representative serve as the custodian of all other election records.

E. *Annual Voting System Report.* The District will be responsible for filing its annual voting system report to the Secretary of State as required under Subchapter C of Chapter 123 of the Texas Election Code.

#### IV. PAYMENT

A. *Charges.* In consideration for the election services provided by the Contracting Officer, the District will be charged as follows:

ESTIMATED COST FOR ELECTION EXPENSES  
1 Election Day Poll and 1 Early Voting Location

	<u>Estimate</u>
Electronic voting system programming and testing	\$ 375.00
Rental of voting equipment (election day & early voting)	
Number of DREs/eSlate systems [ <u>1</u> x rental rate of \$100.00 =]	\$ 100.00
Number of DAUs/Disable Access Units [ <u>1</u> x rental rate of \$100.00 =]	\$ 100.00
Number of JBCs/ Judges Booth Comptroller [ <u>1</u> x rental rate of \$100.00 =]	\$ 100.00
Election kits and other election supplies	\$ 38.00
Precinct election judges and clerks	
Election day [ <u>1</u> x hourly rate (max.\$10.00) of \$130.00 =]	\$ 130.00
Early voting [ <u>1</u> x hourly rate (max.\$10.00) of \$130.00 =]	\$ 130.00
Miscellaneous election costs	
General: sample ballots, processing payroll, postage, telephone, travel, additional supplies, training poll workers, etc., Ballot Board and Central Count	\$ 100.00
County Election Services Contract Administrative Fee (§81.132)	<u>\$ 107.30</u>
 Total Cost	 \$1,180.30

B. *Payment.* Payment shall be made by check payable to HAYS COUNTY within fifteen (15) days after the election and mailed to:

Joyce Cowan  
Hays County Elections Administrator  
712 S. Stagecoach Trail, Suite 1045  
San Marcos, TX 78666-9914

If the District disputes any portion of the invoice, the District shall pay the undisputed portion of the invoice, and the parties will discuss in good faith a resolution of the disputed portion.

C. *Funding.* Payments made by the District in meeting its obligations under this Contract shall be made from current revenue funds available to the governing body of the District.

#### V. TERM AND TERMINATION

A. *Term.* The term of this Contract shall commence upon the last party's execution hereof and shall continue thereafter in full force and effect until terminated by either party in accordance with the terms hereof.

**B. Termination for Convenience.** Either party may terminate this Contract for convenience and without cause or further liability upon thirty (30) business days' written notice to the other party. In the event of termination, it is understood and agreed that only the amounts due to the Contracting Officer for services provided and expenses incurred to and including the date of termination will be due and payable. No penalty will be assessed for either party's termination of this Contract for convenience.

**C. Termination for Cause.** If either party commits an event of breach (a breach of any of the covenants, terms, and/or conditions of this Contract), the non-breaching party shall deliver written notice of such event of breach to the breaching party. Such notice must specify the nature of the event of breach and inform the breaching party that unless the event of breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Contract. If the breaching party begins a good faith attempt to cure the event of breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the event of breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make diligent attempt to correct the event of breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Contract.

## **VI. GENERAL PROVISIONS**

**A. Nontransferable Functions.** In accordance with §31.096 of the Texas Election Code, nothing in this Contract shall be construed as changing the following:

1. the authority with whom applications of candidates for a place on the ballot are filed;
2. the authority with whom documents relating to political funds and campaigns under Title 15 of the Texas Election Code are filed; or
3. the authority to serve as custodian of election records, except that the Contracting Officer will serve as the custodian of voted ballots as set forth in Section II.P. herein.

**B. Cancellation of Election.** If the District cancels its election pursuant to §2.053 of the Texas Election Code, the Contracting Officer shall only be entitled to receive the actual expenses incurred before the date of cancellation in connection with the election and a cancellation fee of \$50.00. The Contracting Officer shall submit an invoice for such expenses (properly supported as described in Article IV herein) as soon as is reasonably possible after the cancellation, and the District shall make payment therefor in a manner similar to that set forth in Article IV herein. The Contracting Officer agrees to use reasonable diligence not to incur major costs in connection with election preparations until it is known that the election will be held, unless the District authorizes such major costs in writing.

**C. Contract Copies to Treasurer and Auditor.** In accordance with §31.099 of the Texas Election Code, the Contracting Officer agrees to file copies of this Contract with the County Treasurer of Hays County, Texas and the County Auditor of Hays County, Texas.

**D. Representatives.** For purposes of implementing this Contract and for coordinating activities hereunder, the District and the Contracting Officer designate the following individuals, and whenever the Contract requires submission of information or documents or notice to the

District or the Contracting Officer, respectively, submission or notice shall be to these individuals:

**For the District:**

Jannette Goodall  
City Clerk  
City of Austin  
PO Box 1088  
Austin, TX 78767  
Telephone: (512) 974-2211

**For the Contracting Officer:**

Joyce A. Cowan  
Elections Administrator  
Hays County  
712 S. Stagecoach Trail, Suite 1045  
San Marcos, TX 78666-9914  
Telephone: (512) 393-7310

**E. *Amendment/Modification.*** Except as otherwise provided, this Contract may not be amended, modified, or changed in any respect whatsoever, except in writing, duly executed by the parties hereto. No official, representative, agent, or employee of Hays County has any authority to modify this Contract except pursuant to such express authorization as may be granted by the Commissioners Court of Hays County, Texas. No official, representative, agent, or employee of the District has any authority to modify this Contract except pursuant to such express authorization as may be granted by the governing body of the District. Both the Contracting Officer and the District may propose necessary amendments or modifications to this Contract in writing in order to conduct the Election smoothly and efficiently, except that any such proposals must be approved by the Contracting Officer and the governing body of the District or its authorized agent, respectfully.

**F. *Relationship of the Parties.*** Each party to this Contract, in the performance of this Contract, shall act in an individual capacity and shall not act as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

**G. *Severability.*** If any provision of this Contract is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Contract; and parties to this Contract shall perform their obligations under this Contract in accordance with the intent of the parties to this Contract as expressed in the terms and provisions of this Contract.

**H. *Third Party Beneficiaries.*** Except as otherwise provided herein, nothing in this Contract, express or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights or remedies under or by reason of this Contract.

**I. *Entire Agreement.*** This Contract contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed, and supersedes all prior agreements, including prior election services contracts and prior agreements to conduct joint elections. Any prior agreements, promises, negotiations, or representations not expressly contained in this Contract are of no force and effect. Any oral representations or modifications concerning this Contract shall be of no force or effect, excepting a subsequent modification in writing as provided herein.

WITNESS BY MY HAND THIS THE 9 DAY OF Sept., 2013.

**THE CONTRACTING OFFICER:**

HAYS COUNTY

Joyce A. Cowan  
Joyce A. Cowan, Elections Administrator  
Hays County, Texas

WITNESS BY MY HAND THIS THE 26 DAY OF September, 2013.

**THE DISTRICT:**

CITY OF AUSTIN

Jannette Goodall  
Jannette Goodall, City Clerk  
City of Austin, Texas

ATTEST:

Ann Francis