

## **ORDENANZA NO. 20160818-023**

**ORDENANZA PARA CONVOCAR UNA ELECCIÓN GENERAL MUNICIPAL QUE SE LLEVA A CABO EN LA CIUDAD DE AUSTIN EL 8 DE NOVIEMBRE, 2016, CON EL PROPÓSITO DE ELEGIR CONCEJALES DEL CONSEJO DE LA CIUDAD PARA EL DISTRITO 2, DISTRITO 4, DISTRITO 6, DISTRITO 7, Y DISTRITO 10; PARA ORDENAR UNA ELECCIÓN ESPECIAL PARA AUTORIZAR EMISIÓN DE BONOS DE OBLIGACIÓN GENERAL PARA TRANSPORTACIÓN Y MOVILIDAD; PARA DISPONDER QUE SE LLEVE A CABO LA ELECCIÓN; Y AUTORIZAR A LA SECRETARIA DE LA CIUDAD PARA QUE TRAMITE LOS CONVENIOS DE LA ELECCIÓN CONJUNTA CON OTRAS SUBDIVISIONES POLÍTICAS LOCALES.**

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

**PARTE 1.** Se llevará a cabo una elección general municipal en la Ciudad de Austin el 8 de noviembre, 2016 para elegir Concejales del Consejo de la Ciudad para el Distrito 2, Distrito 4, Distrito 6, Distrito 7, y Distrito 10.

**PARTE 2.** Se llevará a cabo una elección especial en la Ciudad el 8 de Noviembre, 2016 para considerar la emisión de bonos de obligación general para transportación y movilidad. El Consejo determina que la siguiente proposición (la "Proposición") será presentada a los votantes en la elección especial:

### **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 de transportación y movilidad, a saber: planificación, diseño, ingeniería, construcción, reconstrucción, renovación y mejorar caminos, calles, banquetas/aceras, puentes, ciclovías, y otra infraestructura para bicicletas y movilidad peatonal; mejorar sistemas para sincronizar señales de tráfico y sistemas de control; para adquirir e instalar señales de tráfico; planificación, diseño, ingeniería, construcción, reconstrucción, renovación y mejorar facilidades de drenaje relacionadas a estas mejoras; adquisición de terreno y participación en terreno y propiedad necesaria para llevar a cabo estas mejoras; y para todo asunto necesario o incidental a lo mismo, con respecto a:

- (i) \$101,000,000 para los siguientes Proyectos de Movilidad Regional para resolver congestionamientos y mejorar la seguridad: (a) \$46,000,000 para mejorar las intersecciones del corredor Loop 360 en Westlake Drive, Courtyard Drive, FM 2222, Lakewood Drive y Spicewood Springs Road/Bluff

Stone Lane, (b) \$17,000,000 para mejorar Spicewood Springs Road al este de Loop 360, (c) \$30,000,000 para mejorar Anderson Mill Road, intersecciones de RM 620 y RM 2222, y Parmer Lane entre SH45 y Brushy Creek, y (d) \$8,000,000 para mejorar el puente Old Bee Caves Road Bridge;

(ii) \$482,000,000 para los siguientes Proyectos de Mejoras al Corredor: (a) implementar planes del corredor para Lamar Boulevard Norte, Burnet Road, Airport Boulevard, Martin Luther King Jr. Boulevard Este/FM 969, Lamar Boulevard Sur, Riverside Drive Este, y Guadalupe Street, (b) implementar planes del corredor para Slaughter Lane y/o William Cannon Drive, y (c) ingeniería y diseño preliminar para mejoras de los siguientes arteriales y corredores críticos adicionales: William Cannon Drive, Slaughter Lane, Lamar Norte/Guadalupe Street, Rundberg Oeste, Rundberg Este, Colony Park Loop Road Este, Martin Luther King Jr. Boulevard Este/FM 969, Congress Avenue Sur, Manchaca, y Pleasant Valley Sur; y

- (iii) \$137,000,000 para los siguientes Proyectos Locales de Movilidad: (a) \$37,500,000 para banquetas/aceras, (b) \$27,500,000 para implementar rutas seguras hacia las escuelas que se dividiría en partes iguales en los diez distritos concejales, (c) \$26,000,000 para senderos urbanos relacionados a propósitos de transportación y movilidad, (d) \$20,000,000 para rutas de ciclistas relacionadas con propósitos de transportación y movilidad, (e) \$15,000,000 para estrategias que reducirían fatalidades, implementadas en proyectos listados en la lista de prioridades en mejoras de intersecciones con la mayoría de choques automovilísticos, y (f) \$11,000,000 para renovaciones capitales en las siguientes calles de calidad inferior: Falwell Lane, William Cannon Overpass Bridge, FM 1626, Cooper Lane, Ross Road, Circle S. Road, Rutledge Spur, Davis Lane, Latta Drive/Brush Country, Johnny Morris Road, y Brodie Lane;

que los bonos y pagarés se emitirán en una o más serie o emisiones, en una cantidad principal total de \$720,000,000, 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 valorem 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 3.** La Proposición se presentará en la boleta oficial sustancialmente en la siguiente forma y la boleta será preparada para posibilitar que se vote “a favor” o “en contra” de la Proposición:

### PROPOSICIÓN

La emisión de \$720,000,000 en bonos y pagarés para mejoras de transportación y movilidad al corredor Loop 360, Spicewood Springs Road, el puente Old Bee Caves Road Bridge, Anderson Mill Road, intersección de RM 620 y RM 2222, Parmer Lane, Lamar Boulevard Norte, Burnet Road, Airport Boulevard, Martin Luther King Jr. Boulevard Este/FM 969, Lamar Boulevard Sur, Riverside Drive Este, Guadalupe Street, Slaughter Lane, William Cannon Drive, Rundberg Lane, Colony Park Loop Road Este, Congress Avenue Sur, Manchaca y Pleasant Valley Road Sur; banquetas/aceras, rutas seguras hacia las escuelas, senderos urbanos, ciclovías, estrategias para reducir fatalidades, y mejorar la movilidad local de las siguientes calles de calidad inferior/proyectos de renovación capital: Falwell Lane, William Cannon Overpass Bridge, FM 1626, Cooper Lane, Ross Road, Circle S Road, Rutledge Spur, Davis Lane, Latta Drive/Brush Country, Johnny Morris Road, y Brodie Lane; y la imposición de impuestos suficientes para pagar los bonos y pagarés.

**PARTE 4.** De acuerdo con la Sección 3.009, Código Electoral de Texas: (i) el lenguaje de la proposición que aparecerá en la boleta está detallado en la Parte 3 de lo presente, (ii) los propósitos para cuales los bonos y pagarés están autorizados están detallados en la Parte 2, (iii) la cantidad principal de los bonos y pagarés que serán autorizados está detallada en la Parte 2, (iv) si la emisión de bonos y pagarés es autorizada por los votantes, se podrían imponer impuestos que sean suficientes, dentro de la límites instituidos por ley, para pagar el principal anual y el interés de dichos bonos y pagarés y para proporcionar un fondo de amortización para pagar dichos bonos y pagarés, de acuerdo con lo detallados en el Parte 2, (v) los bonos y pagarés autorizados de acuerdo con esta ordenanza se emitirán con vencimiento que no exceda 40 años de su fecha de emisión y que rédito o réditos de interés (no excedan 15%), de acuerdo con la autorización por ley, y con la determinación del Consejo, (vi) a principios del año fiscal actual de la Ciudad, la cantidad pendiente del principal de la deuda de la Ciudad era \$1,302,730,000, y la cantidad total de interés pendiente en la deuda la Ciudad era

\$485,909,029.50, y (vii) la tasa de impuestos para pagar el servicio de la deuda ad valorem de la Ciudad cuando esta ordenanza se aprobó era \$0.1062 por \$100 de valor imponible de propiedades.

Basado en las condiciones del Mercado en la fecha de esta ordenanza, y usando los asesoramientos de valor imponible para el año impositivo de 2015 (año fiscal 2015/16), sin ajustarse para aumentos anticipados en valores de asesoramientos impositivos en años futuros, si los bonos y pagarés son autorizados, el estimado del cálculo total de la tasa imponible de la Ciudad se anticipa ser aproximadamente \$0.5339 por \$100 de valuación en asesoramiento imponible (que representa un aumento de \$0.0750 por \$100 de valoración en asesoramiento imponible comparado con la tasa imponible total de la Ciudad a la fecha de adopción de esta ordenanza), basado en la ley estatal actual, sujeta a cambiar. De acuerdo con la presentación al Consejo, que aplica las suposiciones usadas en el Análisis de la Capacidad de Bonos de Obligación General con fecha del 1 de junio, 2016, que incluye pronósticos del crecimiento en los valores de asesoramiento en propiedades imponibles, el personal de finanzas de la Ciudad ha determinado que si los bonos y pagarés son autorizados, la tasa total imponible de la Ciudad aumentaría aproximadamente \$0.0225 por \$100 de valor de asesoramiento en la propiedad imponible (comparado con la tasa total imponible de la Ciudad en la fecha de la adopción de esta ordenanza). Si los bonos y pagarés son autorizados, las tasas imponibles dependerían, entre otros factores, en el asesoramiento de valoración de la propiedad imponible, la tasa de interés prevalente, en el mercado para los bonos y pagarés de la Ciudad, y en condiciones generales del mercado cuando los bonos y pagarés se emitan.

Las tasas estimadas de impuestos y otras declaraciones contenidas en esta Parte 4 son (i) basadas en ciertas suposiciones (incluyendo suposiciones concernientes a las condiciones del mercado y económicas prevalentes cuando se lleve a cabo la emisión(es) de los bonos y pagarés), (ii) que son sujetas a cambiar de acuerdo con la diferencia entre los hechos en sí, circunstancias y condiciones prevalentes cuando los bonos y pagarés se emitan y la realidad de las suposiciones y proyecciones, (iii) esto se provee para cumplir con requisitos de la Sección 3.009, del Código Electoral de Texas, sin dar garantía de que dichas proyecciones se realicen, y (iv) no se intenta alcanzar el nivel de un contrato con los votantes ni de limitar la autoridad del Consejo para emitir bonos y pagarés de acuerdo con la Proposición sometida en lo presente.

**PARTE 5.** Los precintos y lugares de los sitios de votación el día de la elección; las horas, fechas, y sitios de la votación adelantada; y los nombres de los oficiales nombrados para efectuar la elección se indican en los Adjuntos A-G que van adjuntos a lo presente y que se incorporan como parte de esta ordenanza.

**PARTE 6.** Un sistema electrónico indicador directo de la votación, de acuerdo a la definición del término en el Título 8 del Código Electoral de Texas se usará para la



votación adelantada y en la votación el día de la elección. La Estación Central Para Contar Votos se ubicará en Travis County Elections Division, 5501 Airport Boulevard, Austin, Texas.

**PARTE 7.** (i) El aviso de esta elección se hará fijando y publicando una copia de esta ordenanza, en ambos idiomas, inglés y español. Una copia de esta ordenanza se fijarán en ambos idiomas, inglés y español en tres lugares públicos y en el kiosco de avisos en el Edificio Municipal (City Hall), a no más tardar del día 21 antes del día de la elección. La ordenanza fijada en el Edificio Municipal llevará una página enfrente, con el encabezado impreso con las palabras, "AVISO DE UNA ELECCIÓN GENERAL MUNICIPAL Y ELECCIÓN ESPECIAL, 8 de NOVIEMBRE, 2016." El aviso de esta elección será publicado en fecha que no sea anterior del 30vo día antes de la fecha de la elección en un periódico de circulación general en el mismo día en dos semanas sucesivas, y la primera publicación no deberá ser antes del día 14 anterior a la fecha de la elección.

(ii) La copia de esta ordenanza será fijada, en ambos, inglés y español, el día de la elección y durante la votación adelantada en persona, en un lugar visible en cada sitio de votación.

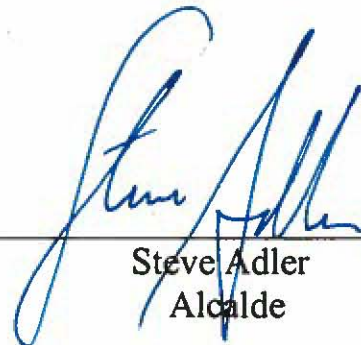
(iii) Esta ordenanza será fijada en el sitio web de la Ciudad, en ambos inglés y español, en el plazo de veintiún (21) antes de la elección.

**PARTE 8.** De acuerdo con el Capítulo 271 del Código Electoral de Texas, la elección municipal del 8 de noviembre, 2016 se podría llevar a cabo junto con varias subdivisiones políticas que comparten territorio con la Ciudad de Austin, y que estén efectuando elecciones en ese día. El/la Secretario/a de la Ciudad puede tramitar y firmar convenios electorales con otras subdivisiones políticas para este propósito y por lo presente se aprueban los términos indicados en dichos convenios.


#### **ACCORDADO Y APROBADO**

\_\_\_\_\_  
18 de Agosto, 2016

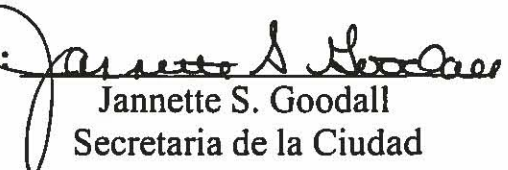
§  
§  
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Steve Adler  
Alcalde

**APROBADO:**

  
Anne L. Morgan  
Procurador de la Ciudad

**CETIFICADO:**

  
Jannette S. Goodall  
Secretaria de la Ciudad

## ***Adjuntos A – G para ser actualizados***

*Adjunto A: Ordenanza No. \_\_\_\_\_*

*Adjunto B: Sitios de Votación del Día de Elecciones*

*Adjunto C: Jueces Presidentes y Jueces Alternos del Día de Elecciones*

*Adjunto D: Sitios de Votación Adelantada*

*Adjunto E: Personal de la Central de Contar Votos*

*Adjunto F: Junta de Boletas de la Votación Adelantada*

*Adjunto G: Convenios de la Elección Conjunta*

## EXHIBIT A

**ORDINANCE NO. 20160818-023**

**AN ORDINANCE ORDERING A GENERAL MUNICIPAL ELECTION TO BE HELD IN THE CITY OF AUSTIN ON NOVEMBER 8, 2016, FOR THE PURPOSE OF ELECTING CITY COUNCIL MEMBERS FOR DISTRICT 2, DISTRICT 4, DISTRICT 6, DISTRICT 7, AND DISTRICT 10; ORDERING A SPECIAL ELECTION FOR THE PURPOSE OF AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS FOR TRANSPORTATION AND MOBILITY; PROVIDING FOR THE CONDUCT OF THE ELECTION; AND AUTHORIZING THE CITY CLERK TO ENTER INTO JOINT ELECTION AGREEMENTS WITH OTHER LOCAL POLITICAL SUBDIVISIONS.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:**

**PART 1.** A general municipal election shall be held in the City of Austin on November 8, 2016 to elect City Council Members for District 2, District 4, District 6, District 7, and District 10.

**PART 2.** A special election shall be held in the City of Austin on November 8, 2016 to consider the issuance of general obligation bonds for transportation and mobility. The Council establishes that the following bond proposition (the "Proposition") shall be presented to the voters at the special election:

**PROPOSITION**

Shall the City Council of the City of Austin, Texas, be authorized to issue general obligation bonds and notes of the City for transportation and mobility purposes, to wit: planning, designing, engineering, constructing, reconstructing, renovating and improving roads, streets, sidewalks, bridges, bikeways, and other bicycle and pedestrian mobility infrastructure; improving traffic signal synchronization and control systems; acquiring and installing traffic signals; planning, designing, engineering, constructing, reconstructing, renovating and improving drainage facilities related to these improvements; acquiring land and interests in land and property necessary for these improvements; and all matters necessary or incidental thereto, with respect to:

- (i) \$101,000,000 for the following Regional Mobility Projects to address congestion and enhance safety: (a) \$46,000,000 for improvements to the Loop 360 corridor intersections at



Westlake Drive, Courtyard Drive, FM 2222, Lakewood Drive and Spicewood Springs Road/Bluff Stone Lane, (b) \$17,000,000 for improvements to Spicewood Springs Road east of Loop 360, (c) \$30,000,000 for improvements to Anderson Mill Road, intersection of RM 620 and RM 2222, and Parmer Lane between SH45 and Brushy Creek, and (d) \$8,000,000 for improvements to Old Bee Caves Road Bridge;

(ii) \$482,000,000 for the following Corridor Improvement Projects: (a) implementation of corridor plans for North Lamar Boulevard, Burnet Road, Airport Boulevard, East Martin Luther King Jr. Boulevard/FM 969, South Lamar Boulevard, East Riverside Drive, and Guadalupe Street, (b) implementation of corridor plans for Slaughter Lane and/or William Cannon Drive, and (c) preliminary engineering and design of improvements for the following additional critical arterials and corridors: William Cannon Drive, Slaughter Lane, North Lamar/Guadalupe Street, Rundberg West, Rundberg East, East Colony Park Loop Road, East Martin Luther King Jr. Boulevard/FM 969, South Congress Avenue, Manchaca, and South Pleasant Valley; and

(iii) \$137,000,000 for the following Local Mobility Projects: (a) \$37,500,000 for sidewalks, (b) \$27,500,000 for implementation of Safe Routes to School, to be divided evenly among each Council District, (c) \$26,000,000 for urban trails for transportation and mobility purposes, (d) \$20,000,000 for bikeways for transportation and mobility purposes, (e) \$15,000,000 for implementation of fatality reduction strategies for projects listed on the Top Crash Location Intersection Priorities Improvement List, and (f) \$11,000,000 for the following sub-standard streets/capital renewal: Falwell Lane, William Cannon Overpass Bridge, FM 1626, Cooper Lane, Ross Road, Circle S. Road, Rutledge Spur, Davis Lane, Latta Drive/Brush Country, Johnny Morris Road, and Brodie Lane;

with the bonds and notes to be issued in one or more series or issues, in the aggregate principal amount of \$720,000,000, to mature serially or otherwise and bear interest at a rate or rates not to exceed the respective limits prescribed by law at the time of issuance, and to be sold at the price or prices as the City Council determines and shall there be levied and pledged, assessed, and collected annually ad valorem taxes on all taxable property in

the City in an amount sufficient to pay the annual interest on the bonds and notes and to provide a sinking fund to pay the bonds and notes at maturity?

**PART 3.** The Proposition will appear on the official ballot in substantially the following form, and the ballot shall be prepared to permit voting “for” or “against” the Proposition:

### PROPOSITION

The issuance of \$720,000,000 transportation and mobility improvement bonds and notes for improvements to Loop 360 corridor, Spicewood Springs Road, Old Bee Caves Road Bridge, Anderson Mill Road, intersection of RM 620 and RM 2222, Parmer Lane, North Lamar Boulevard, Burnet Road, Airport Boulevard, East Martin Luther King Jr. Boulevard/FM 969, South Lamar Boulevard, East Riverside Drive, Guadalupe Street, Slaughter Lane, William Cannon Drive, Rundberg Lane, East Colony Park Loop Road, South Congress Avenue, Manchaca and South Pleasant Valley Road; sidewalks, Safe Routes to School, urban trails, bikeways, fatality reduction strategies, and the following local mobility substandard streets/capital renewal projects: Falwell Lane, William Cannon Overpass Bridge, FM 1626, Cooper Lane, Ross Road, Circle S Road, Rutledge Spur, Davis Lane, Latta Drive/Brush Country, Johnny Morris Road, and Brodie Lane; and the levy of a tax sufficient to pay for the bonds and notes.

**PART 4.** Pursuant to Section 3.009, Texas Election Code: (i) the Proposition language that will appear on the ballot is set forth in Part 3, (ii) the purposes for which the bonds and notes are to be authorized are set forth in Part 2, (iii) the principal amount of bonds and notes to be authorized is set forth in Part 2, (iv) if the issuance of bonds and notes is authorized by voters, taxes sufficient, within the limits prescribed by law, to pay the annual principal of and interest on the bonds and notes and to provide a sinking fund to pay the bonds and notes may be imposed, as set forth in Part 2, (v) bonds and notes authorized pursuant to this ordinance may be issued to mature over not to exceed 40 years from their date of issuance and bearing interest at the rate or rates (not to exceed 15%), as authorized by law and determined by the Council, (vi) as of the beginning of the City’s current fiscal year, the aggregate amount of outstanding principal of the City’s debt obligations was \$1,302,730,000, and the aggregate amount of outstanding interest on the City’s debt obligations was \$485,909,029.50, and (vii) the City’s ad valorem debt service tax rate as of the date of adoption of this ordinance is \$0.1062 per \$100 of taxable property.

Based upon market conditions as of the date of this ordinance and using taxable assessed values for the 2015 tax year (2015/16 fiscal year), without adjustment for anticipated growth in taxable assessed value in future years, if the bonds and notes

are authorized, the estimated total tax rate of the City is expected to be approximately \$0.5339 per \$100 of taxable assessed value (which represents an increase of \$0.0750 per \$100 taxable assessed valuation as compared to the City's total tax rate as of the date of adoption of this ordinance), based on current State law, which is subject to change. As was presented to Council, applying the assumptions used in the General Obligation Bond Capacity Analysis dated June 1, 2016, which includes forecasted growth in taxable assessed value, City financial staff has determined that, if the bonds and notes are authorized, the City's total tax rate would increase by an estimated \$0.0225 per \$100 of taxable assessed valuation (as compared to the City's total tax rate as of the date of adoption of this ordinance). If the bonds and notes are authorized, actual tax rates will depend upon, among other factors, the assessed valuation of taxable property, prevailing interest rates, the market for the City's bonds and notes and general market conditions at the time that bonds and notes are issued.

The estimated tax rates and other statements contained in this Part 4 are (i) based on certain assumptions (including assumptions concerning prevailing market and economic conditions at the time(s) of issuance of the bonds and notes), (ii) subject to change to the extent that actual facts, circumstances and conditions prevailing at the time that the bonds and notes are issued differ from such assumptions and projections, (iii) provided solely in satisfaction of the requirements of Section 3.009, Texas Election Code, and for no other purpose, without any assurance that such projections will be realized, and (iv) not intended to give rise to a contract with voters or limit the authority of the Council to issue bonds and notes in accordance with the Proposition submitted herein.

**PART 5.** The precincts and locations of the election day polling places; the dates, hours, and locations of the early voting places; and the names of the officers appointed to conduct the election are provided in Exhibits A-G attached and incorporated as a part of this ordinance.

**PART 6.** A direct electronic recording voting system, as the term is defined in Title 8 of the Texas Election Code, shall be used for early voting and for voting conducted on election day. The central counting station is established at the Travis County Elections Division, 5501 Airport Boulevard, Austin, Texas.

**PART 7.** (i) Notice of the elections shall be given by posting and publishing a copy of this ordinance in both English and Spanish. A copy of this ordinance shall be posted, in both English and Spanish, in three public places and at the City Hall notice kiosk not later than the 21<sup>st</sup> day before election day. The posting at City Hall shall be accompanied by a cover page, at the top of which shall appear the words "NOTICE OF A MUNICIPAL GENERAL AND SPECIAL ELECTION, NOVEMBER 8,



## ***Exhibits A – G to be updated***

- Exhibit A: Ordinance No. \_\_\_\_\_***
- Exhibit B: Election Day Polling Places***
- Exhibit C: Election Day Presiding Judges and Alternate Judges***
- Exhibit D: Early Voting Polling Places***
- Exhibit E: Central Counting Station Staff***
- Exhibit F: Early Voting Ballot Board***
- Exhibit G: Joint Election Agreements***



**ORDENANZA NO. 20160818-023**

**ORDENANZA PARA CONVOCAR UNA ELECCIÓN GENERAL MUNICIPAL QUE SE LLEVA A CABO EN LA CIUDAD DE AUSTIN EL 8 DE NOVIEMBRE, 2016, CON EL PROPÓSITO DE ELEGIR CONCEJALES DEL CONSEJO DE LA CIUDAD PARA EL DISTRITO 2, DISTRITO 4, DISTRITO 6, DISTRITO 7, Y DISTRITO 10; PARA ORDENAR UNA ELECCIÓN ESPECIAL PARA AUTORIZAR EMISIÓN DE BONOS DE OBLIGACIÓN GENERAL PARA TRANSPORTACIÓN Y MOVILIDAD; PARA DISPONDER QUE SE LLEVE A CABO LA ELECCIÓN; Y AUTORIZAR A LA SECRETARIA DE LA CIUDAD PARA QUE TRAMITE LOS CONVENIOS DE LA ELECCIÓN CONJUNTA CON OTRAS SUBDIVISIONES POLÍTICAS LOCALES.**

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

**PARTE 1.** Se llevará a cabo una elección general municipal en la Ciudad de Austin el 8 de noviembre, 2016 para elegir Concejales del Consejo de la Ciudad para el Distrito 2, Distrito 4, Distrito 6, Distrito 7, y Distrito 10.

**PARTE 2.** Se llevará a cabo una elección especial en la Ciudad el 8 de Noviembre, 2016 para considerar la emisión de bonos de obligación general para transportación y movilidad. El Consejo determina que la siguiente proposición (la "Proposición") será presentada a los votantes en la elección especial:

**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 de transportación y movilidad, a saber: planificación, diseño, ingeniería, construcción, reconstrucción, renovación y mejorar caminos, calles, banquetas/aceras, puentes, ciclovías, y otra infraestructura para bicicletas y movilidad peatonal; mejorar sistemas para sincronizar señales de tráfico y sistemas de control; para adquirir e instalar señales de tráfico; planificación, diseño, ingeniería, construcción, reconstrucción, renovación y mejorar facilidades de drenaje relacionadas a estas mejoras; adquisición de terreno y participación en terreno y propiedad necesaria para llevar a cabo estas mejoras; y para todo asunto necesario o incidental a lo mismo, con respecto a:

- (i) \$101,000,000 para los siguientes Proyectos de Movilidad Regional para resolver congestionamientos y mejorar la seguridad: (a) \$46,000,000 para mejorar las intersecciones del corredor Loop 360 en Westlake Drive, Courtyard Drive, FM 2222, Lakewood Drive y Spicewood Springs Road/Bluff

Stone Lane, (b) \$17,000,000 para mejorar Spicewood Springs Road al este de Loop 360, (c) \$30,000,000 para mejorar Anderson Mill Road, intersecciones de RM 620 y RM 2222, y Parmer Lane entre SH45 y Brushy Creek, y (d) \$8,000,000 para mejorar el puente Old Bee Caves Road Bridge;

(ii) \$482,000,000 para los siguientes Proyectos de Mejoras al Corredor: (a) implementar planes del corredor para Lamar Boulevard Norte, Burnet Road, Airport Boulevard, Martin Luther King Jr. Boulevard Este/FM 969, Lamar Boulevard Sur, Riverside Drive Este, y Guadalupe Street, (b) implementar planes del corredor para Slaughter Lane y/o William Cannon Drive, y (c) ingeniería y diseño preliminar para mejoras de los siguientes arteriales y corredores críticos adicionales: William Cannon Drive, Slaughter Lane, Lamar Norte/Guadalupe Street, Rundberg Oeste, Rundberg Este, Colony Park Loop Road Este, Martin Luther King Jr. Boulevard Este/FM 969, Congress Avenue Sur, Manchaca, y Pleasant Valley Sur; y

- o (iii) \$137,000,000 para los siguientes Proyectos Locales de Movilidad: (a) \$37,500,000 para banquetas/aceras, (b) \$27,500,000 para implementar rutas seguras hacia las escuelas que se dividiría en partes iguales en los diez distritos concejales, (c) \$26,000,000 para senderos urbanos relacionados a propósitos de transportación y movilidad, (d) \$20,000,000 para rutas de ciclistas relacionadas con propósitos de transportación y movilidad, (e) \$15,000,000 para estrategias que reducirían fatalidades, implementadas en proyectos listados en la lista de prioridades en mejoras de intersecciones con la mayoría de choques automovilísticos, y (f) \$11,000,000 para renovaciones capitales en las siguientes calles de calidad inferior: Falwell Lane, William Cannon Overpass Bridge, FM 1626, Cooper Lane, Ross Road, Circle S. Road, Rutledge Spur, Davis Lane, Latta Drive/Brush Country, Johnny Morris Road, y Brodie Lane;

que los bonos y pagarés se emitirán en una o más serie o emisiones, en una cantidad principal total de \$720,000,000, 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 valorem 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 3.** La Proposición se presentará en la boleta oficial sustancialmente en la siguiente forma y la boleta será preparada para posibilitar que se vote “a favor” o “en contra” de la Proposición:

### PROPOSICIÓN

La emisión de \$720,000,000 en bonos y pagarés para mejoras de transportación y movilidad al corredor Loop 360, Spicewood Springs Road, el puente Old Bee Caves Road Bridge, Anderson Mill Road, intersección de RM 620 y RM 2222, Parmer Lane, Lamar Boulevard Norte, Burnet Road, Airport Boulevard, Martin Luther King Jr. Boulevard Este/FM 969, Lamar Boulevard Sur, Riverside Drive Este, Guadalupe Street, Slaughter Lane, William Cannon Drive, Rundberg Lane, Colony Park Loop Road Este, Congress Avenue Sur, Manchaca y Pleasant Valley Road Sur; banquetas/aceras, rutas seguras hacia las escuelas, senderos urbanos, ciclovías, estrategias para reducir fatalidades, y mejorar la movilidad local de las siguientes calles de calidad inferior/proyectos de renovación capital: Falwell Lane, William Cannon Overpass Bridge, FM 1626, Cooper Lane, Ross Road, Circle S Road, Rutledge Spur, Davis Lane, Latta Drive/Brush Country, Johnny Morris Road, y Brodie Lane; y la imposición de impuestos suficientes para pagar los bonos y pagarés.

**PARTE 4.** De acuerdo con la Sección 3.009, Código Electoral de Texas: (i) el lenguaje de la proposición que aparecerá en la boleta está detallado en la Parte 3 de lo presente, (ii) los propósitos para cuales los bonos y pagarés están autorizados están detallados en la Parte 2, (iii) la cantidad principal de los bonos y pagarés que serán autorizados está detallada en la Parte 2, (iv) si la emisión de bonos y pagarés es autorizada por los votantes, se podrían imponer impuestos que sean suficientes, dentro de los límites instituidos por ley, para pagar el principal anual y el interés de dichos bonos y pagarés y para proporcionar un fondo de amortización para pagar dichos bonos y pagarés, de acuerdo con lo detallados en el Parte 2, (v) los bonos y pagarés autorizados de acuerdo con esta ordenanza se emitirán con vencimiento que no exceda 40 años de su fecha de emisión y que rédito o réditos de interés (no excedan 15%), de acuerdo con la autorización por ley, y con la determinación del Consejo, (vi) a principios del año fiscal actual de la Ciudad, la cantidad pendiente del principal de la deuda de la Ciudad era \$1,302,730,000, y la cantidad total de interés pendiente en la deuda la Ciudad era

\$485,909,029.50, y (vii) la tasa de impuestos para pagar el servicio de la deuda ad valorem de la Ciudad cuando esta ordenanza se aprobó era \$0.1062 por \$100 de valor imponible de propiedades.

Basado en las condiciones del Mercado en la fecha de esta ordenanza, y usando los asesoramientos de valor imponible para el año impositivo de 2015 (año fiscal 2015/16), sin ajustarse para aumentos anticipados en valores de asesoramientos impositivos en años futuros, si los bonos y pagarés son autorizados, el estimado del cálculo total de la tasa imponible de la Ciudad se anticipa ser aproximadamente \$0.5339 por \$100 de valuación en asesoramiento imponible (que representa un aumento de \$0.0750 por \$100 de valoración en asesoramiento imponible comparado con la tasa imponible total de la Ciudad a la fecha de adopción de esta ordenanza), basado en la ley estatal actual, sujeta a cambiar. De acuerdo con la presentación al Consejo, que aplica las suposiciones usadas en el Análisis de la Capacidad de Bonos de Obligación General con fecha del 1 de junio, 2016, que incluye pronósticos del crecimiento en los valores de asesoramiento en propiedades imponibles, el personal de finanzas de la Ciudad ha determinado que si los bonos y pagarés son autorizados, la tasa total imponible de la Ciudad aumentaría aproximadamente \$0.0225 por \$100 de valor de asesoramiento en la propiedad imponible (comparado con la tasa total imponible de la Ciudad en la fecha de la adopción de esta ordenanza). Si los bonos y pagarés son autorizados, las tasas imponibles dependerían, entre otros factores, en el asesoramiento de valoración de la propiedad imponible, la tasa de interés prevalente, en el mercado para los bonos y pagarés de la Ciudad, y en condiciones generales del mercado cuando los bonos y pagarés se emitan.

Las tasas estimadas de impuestos y otras declaraciones contenidas en esta Parte 4 son (i) basadas en ciertas suposiciones (incluyendo suposiciones concernientes a las condiciones del mercado y económicas prevalentes cuando se lleve a cabo la emisión(es) de los bonos y pagarés), (ii) que son sujetas a cambiar de acuerdo con la diferencia entre los hechos en sí, circunstancias y condiciones prevalentes cuando los bonos y pagarés se emitan y la realidad de las suposiciones y proyecciones, (iii) esto se provee para cumplir con requisitos de la Sección 3.009, del Código Electoral de Texas, sin dar garantía de que dichas proyecciones se realicen, y (iv) no se intenta alcanzar el nivel de un contrato con los votantes ni de limitar la autoridad del Consejo para emitir bonos y pagarés de acuerdo con la Proposición sometida en lo presente.

**PARTE 5.** Los precintos y lugares de los sitios de votación el día de la elección; las horas, fechas, y sitios de la votación adelantada; y los nombres de los oficiales nombrados para efectuar la elección se indican en los Adjuntos A-G que van adjuntos a lo presente y que se incorporan como parte de esta ordenanza.

**PARTE 6.** Un sistema electrónico indicador directo de la votación, de acuerdo a la definición del término en el Título 8 del Código Electoral de Texas se usará para la

votación adelantada y en la votación el día de la elección. La Estación Central Para Contar Votos se ubicará en Travis County Elections Division, 5501 Airport Boulevard, Austin, Texas.

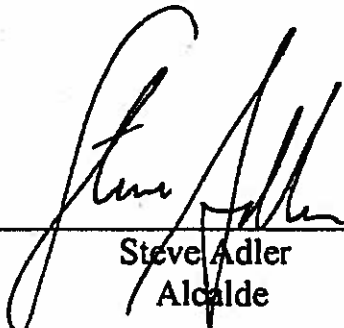
**PARTE 7.** (i) El aviso de esta elección se hará fijando y publicando una copia de esta ordenanza, en ambos idiomas, inglés y español. Una copia de esta ordenanza se fijarán en ambos idiomas, inglés y español en tres lugares públicos y en el kiosco de avisos en el Edificio Municipal (City Hall), a no más tardar del día 21 antes del día de la elección. La ordenanza fijada en el Edificio Municipal llevará una página enfrente, con el encabezado impreso con las palabras, "AVISO DE UNA ELECCIÓN GENERAL MUNICIPAL Y ELECCIÓN ESPECIAL, 8 de NOVIEMBRE, 2016." El aviso de esta elección será publicado en fecha que no sea anterior del 30vo día antes de la fecha de la elección en un periódico de circulación general en el mismo día en dos semanas sucesivas, y la primera publicación no deberá ser antes del día 14 anterior a la fecha de la elección.


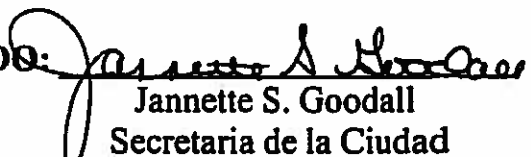
(ii) La copia de esta ordenanza será fijada, en ambos, inglés y español, el día de la elección y durante la votación adelantada en persona, en un lugar visible en cada sitio de votación.

(iii) Esta ordenanza será fijada en el sitio web de la Ciudad, en ambos inglés y español, en el plazo de veintiún (21) antes de la elección.

**PARTE 8.** De acuerdo con el Capítulo 271 del Código Electoral de Texas, la elección municipal del 8 de noviembre, 2016 se podría llevar a cabo junto con varias subdivisiones políticas que comparten territorio con la Ciudad de Austin, y que estén efectuando elecciones en ese día. El/la Secretario/a de la Ciudad puede tramitar y firmar convenios electorales con otras subdivisiones políticas para este propósito y por lo presente se aprueban los términos indicados en dichos convenios.

**ACCORDADO Y APROBADO**

§  
§  
§  
18 de Agosto, 2016 §  
  
Steve Adler  
Alcalde

**APROBADO:**   
Anne L. Morgan  
Procurador de la Ciudad  
**CETIFICADO:**   
Jannette S. Goodall  
Secretaria de la Ciudad



## ***Adjuntos A – G para ser actualizados***

***Adjunto A: Ordenanza No. \_\_\_\_\_***

***Adjunto B: Sitios de Votación del Día de Elecciones***

***Adjunto C: Jueces Presidentes y Jueces Alternos del Día de Elecciones***

***Adjunto D: Sitios de Votación Adelantada***

***Adjunto E: Personal de la Central de Contar Votos***

***Adjunto F: Junta de Boletas de la Votación Adelantada***

***Adjunto G: Convenios de la Elección Conjunta***

## EXHIBIT B

**Election Day November 8, 2016, Travis County Precincts. Polling places are open 7 am - 7 pm**

- 101 Dailey Middle School**  
**14000 Westall St**
- 102 Copperfield Elem. School**  
**12135 Thompkins Dr**
- 103 Graham Elementary School**  
**11211 Tom Adams Dr**
- 104 Combined/Combinado@ 103 Graham Elem.**  
**11211 Tom Adams Dr**
- 105 Manor ISD Admin. Building**  
**10335 US Highway 290E**
- 106 Elgin High School**  
**14000 County Line Rd**
- 107 New Sweden Lutheran Church**  
**12809 New Sweden Church Rd**
- 108 Combined/Combinado@ 103 Graham Elem.**  
**11211 Tom Adams Dr**
- 109 Parmer Ln Elem. School**  
**1806 W. Parmer Ln**
- 110 Park Crest Middle School**  
**1500 North RailRd Ave**
- 111 National American University**  
**13801 Burnet Rd #300**
- 112 Dessau Elementary School**  
**1501 Dessau Ridge Ln**

- 113     Wieland Elementary School**  
**900 Tudor House Rd**
- 114     Combined/Combinado@ 101 Dailey Middle School**  
**14000 Westall St**
- 115     Combined/Combinado@ 101 Dailey Middle School**  
**14000 Westall St**
- 116     Combined/Combinado@ 101 Dailey Middle School**  
**14000 Westall St**
- 117     Turner-Roberts Rec. Center**  
**7201 Colony Loop Dr**
- 118     Combined/Combinado@ 151 Dottie Jordan Recreation Center**  
**2803 Loyola Ln**
- 119     Combined/Combinado@ 101 Dailey Middle School**  
**14000 Westall St**
- 120     Combined/Combinado@ 117 Turner-Roberts Rec. Center**  
**7201 Colony Loop Dr**
- 121     LBJ High School**  
**7309 Lazy Creek Dr**
- 122     YMCA East Community Branch**  
**5315 Ed Bluestein Blvd**
- 123     Murchison Elementary School**  
**2215 Kelly Ln**
- 124     Carver Branch Library**  
**1161 Angelina St**
- 125     Combined/Combinado@ 154 Bluebonnet Tr. Elem.**

- 11316 Farmhaven Rd**
- 126 David Chapel Portable**  
**2211 East MLK Jr. Blvd**
- 127 Combined/Combinado@ 154 Bluebonnet Tr. Elem.**  
**11316 Farmhaven Rd**
- 128 Combined/Combinado@ 121 LBJ High School**  
**7309 Lazy Creek Dr**
- 129 Sims Elementary School**  
**1203 Springdale Rd**
- 130 Memorial United Methodist Church**  
**6100 Berkman Dr**
- 131 Combined/Combinado@ 121 LBJ High School**  
**7309 Lazy Creek Dr**
- 132 Pecan Springs Elementary School**  
**3100 Rogge Ln**
- 133 Blanton Elementary School**  
**5408 Westminster Dr**
- 134 Combined/Combinado@ 121 LBJ High School**  
**7309 Lazy Creek Dr**
- 135 Messiah Lutheran Church**  
**5701 Cameron Rd**
- 136 Pfluger Hall**  
**203B E. Pecan St**
- 137 Blackhawk Amenity Center**  
**3111 Speidel Dr**



- 138 Combined/Combinado@ 101 Dailey Middle School**  
**14000 Westall St**
- 139 Gus Garcia Rec Center**  
**1201 East Rundberg Ln**
- 140 Dobie Middle School**  
**1200 East Rundberg Ln**
- 141 Combined/Combinado@ 139 Gus Garcia Rec Center**  
**1201 East Rundberg Ln**
- 142 Combined/Combinado@ 156 Virginia Brown Rec Ctr**  
**7500 Blessing Ave**
- 145 Windermere Elem. School**  
**1101 Picadilly Dr**
- 146 Combined/Combinado@ 148 County Tax Office**  
**15822 Foothill Farms Loop**
- 148 County Tax Office (Community Room)**  
**15822 Foothill Farms Loop (Pflugerville)**
- 149 Reilly Elementary School**  
**405 Denson Dr**
- 150 Brookhollow Elem. School**  
**1200 North RailRd Ave**
- 151 Dottie Jordan Recreation Center**  
**2803 Loyola Ln**
- 152 Maplewood Elementary School**  
**3808 Maplewood Ave**
- 153 Pioneer Crossing Elementary School**

- 11300 Samsung Blvd**
- 154 Bluebonnet Tr. Elementary School**  
**11316 Farmhaven Rd**
- 156 Virginia Brown Recreation Center**  
**7500 Blessing Ave**
- 160 Spring Hill Elementary School**  
**600 S. Heatherwilde Blvd**
- 161 Combined/Combinado@ 110 Park Crest Middle School**  
**1500 North RailRd Ave**
- 163 Combined/Combinado@ 123 Murchison Elementary**  
**2215 Kelly Ln**
- 164 Barrington Elementary School**  
**400 Cooper Dr**
- 200 Winters Building**  
**701 West 51st St**
- 202 Red River Church**  
**4425 Red River St**
- 203 Boulder Ridge Community Room**  
**3300 Killingsworth Ln**
- 205 River Oaks Elementary School**  
**12401 Scofield Farms Dr**
- 206 Combined/Combinado@ 275 Baker Center**  
**3908 Ave B (enter off 39th St)**
- 207 Hartfield Performing Arts Center**  
**5800 McNeil Dr**

- 208 UT Flawn Academic Center**  
**2400 Inner Campus Dr**
- 209 Combined/Combinado@ 222 Cook Elementary School**  
**1511 Cripple Creek Dr**
- 210 O. Henry Middle School**  
**2610 West 10th St**
- 211 Walnut Creek Elementary School**  
**401 West Braker Ln**
- 212 Combined/Combinado@ 221 Bridge Point Elementary**  
**6401 Cedar St**
- 213 Combined/Combinado@ 237 Highland Park Baptist Church**  
**5206 Balcones Dr**
- 214 Bryker Woods Elementary School**  
**3309 Kerbey Ln**
- 215 Combined/Combinado@ 216 Northwest Elementary School**  
**14014 Thermal Dr**
- 216 Northwest Elementary School**  
**14014 Thermal Dr**
- 217 Lanier High School**  
**1201 Payton Gin Rd**
- 218 ACC Northridge Campus**  
**11928 Stonehollow Dr**
- 219 Caldwell Elementary School**  
**1718 Picadilly Dr**
- 220 Combined/Combinado@ 221 Bridge Point Elementary**

6401 Cedar St

**221 Bridge Point Elementary School**

6401 Cedar St

**222 Cook Elementary School**

1511 Cripple Creek Dr

**223 Combined/Combinado@ 217 Lanier High School**

1201 Payton Gin Rd

**224 Combined/Combinado@ 217 Lanier High School**

1201 Payton Gin Rd

**225 Wells Branch MUD Recreation Center**

3000 Shoreline Dr

**226 Combined/Combinado@ 211 Walnut Creek Elem.**

401 West Braker Ln

**227 Combined/Combinado@ 203 Boulder Ridge Community Rm**

3300 Killingsworth Ln

**228 Combined/Combinado@ 260 Jaime Padron Elementary**

2011 W. Rundberg Ln

**229 Wells Branch Community Center**

2106 Klattenhoff Dr

**231 Cat Mountain Homeowners Association**

6007 Mount Bonnell Rd

**232 Canyon Ridge Middle School**

12601 Country Trails Ln

**233 River Place Elementary School**

6500 Sitio Del Rio Blvd

- 234 Combined/Combinado@ 244 Randalls Steiner Ranch**  
**5145 RM 620 North**
- 235 McCallum High School**  
**5600 Sunshine Dr**
- 236 Rosedale School**  
**2117 West 49th St**
- 237 Highland Park Baptist Church**  
**5206 Balcones Dr**
- 238 Murchison Middle School**  
**3700 North Hills Dr**
- 239 Gullett Elementary School**  
**6310 Treadwell Blvd**
- 240 Highland Park Elementary School**  
**4900 Fairview Dr**
- 241 Combined/Combinado@ 239 Gullett Elementary School**  
**6310 Treadwell Blvd**
- 242 Northwest Baptist Church**  
**6301 Woodrow Ave**
- 243 Ben Hur Shrine Center**  
**7811 Rockwood Ln**
- 244 Randalls Steiner Ranch**  
**5145 RM 620 North**
- 245 Grandview Hills Elementary School**  
**12024 Vista Parke Dr**
- 246 Hill Elementary School**

**8601 Tallwood Dr**

**247 Doss Elementary School**

**7005 Northledge Dr**

**248 Burnet Middle School**

**8401 Hathaway Dr**

**249 St Matthew's Episcopal Church**

**8134 Mesa Dr**

**250 St Luke United Methodist Church**

**1306 West Lynn St**

**251 Combined/Combinado@ 210 O. Henry Middle School**

**2610 West 10th St**

**252 North Village Library**

**2505 Steck Ave**

**253 Combined/Combinado@ 262 Anderson High School**

**8403 Mesa Dr**

**254 Brookdale North Austin**

**5310 Duval Rd**

**256 Howson Library**

**2500 Exposition Blvd**

**258 McBee Elementary School**

**1001 West Braker Ln**

**259 Summitt Elementary School**

**12207 Brigadoon Ln**

**260 Jaime Padron Elementary School**

**2011 W. Rundberg Ln**

- 262     Anderson High School**  
**8403 Mesa Dr**
- 263     United Christian Church**  
**3500 West Parmer Ln**
- 266     Combined/Combinado@ 256 Howson Library**  
**2500 Exposition Blvd**
- 267     Combined/Combinado@ 259 Summitt Elementary**  
**12207 Brigadoon Ln**
- 268     Grant AME Worship Center**  
**1701 Kramer Ln**
- 273     Congregation Beth Israel**  
**3901 Shoal Creek Blvd**
- 274     Combined/Combinado@ 275 Baker Center**  
**3908 Ave B (enter off 39th St)**
- 275     Baker Center**  
**3908 Ave B (enter off 39th St)**
- 277     University Co-op**  
**2246 Guadalupe St**
- 301     Sunset Valley City Hall**  
**3205 Jones Rd**
- 302     Bailey Middle School**  
**4020 Lost Oasis Hollow**
- 303     Oak Hill Primitive Baptist Church**  
**11408 FM 1826**
- 304     Kiker Elementary School**

**5913 LaCrosse Ave**

**305 Combined/Combinado@ 323 Randalls Research & Braker**

**10900 D Research Blvd @ Braker Ln**

**306 Combined/Combinado@ 319 Lakeway Activity Center**

**105 Cross Creek**

**307 Rollingwood Municipal Building**

**403 Nixon Dr**

**308 Briarcliff P.O.A. Community Center**

**22801 Briarcliff Dr**

**309 Combined/Combinado@ 350 Cowan Elem. School**

**2817 Kentish Dr**

**310 Manchaca United Methodist Church**

**1011 FM 1626 (Manchaca)**

**311 ACC Rio Grande**

**1212 Rio Grande St**

**312 Travis County Sheriff's Office**

**3800 Hudson Bend Rd**

**313 Senior Activity Center-Lamar**

**2874 Shoal Crest Ave**

**314 Oak Hill Fire Dept. Barton Creek Station #302**

**4111 Barton Creek Blvd**

**315 Villages Amenities**

**12006 Gatling Gun Ln**

**316 Travis County Parks Office**

**14624 Hamilton Pool Rd**



- 317     Lost Creek Limited District**  
**1305 Quaker Ridge Dr**
- 318     Austin Ridge Bible Church**  
**9300 Bee Cave Rd**
- 319     Lakeway Activity Center**  
**105 Cross Creek**
- 320     Randalls Lakeway**  
**2301 RR 620 South**
- 321     Combined/Combinado@ 323 Randalls Research & Braker**  
**10900 D Research Blvd @ Braker Ln**
- 323     Great Hills Baptist Church**  
**10500 Jollyville Rd**
- 324     Bee Cave City Hall**  
**4000 Galleria Pkwy. (Bee Cave)**
- 325     Combined/Combinado@ 329 Austin City Hall**  
**301 West 2nd St, Media Room**
- 326     Laurel Mountain Elementary**  
**10111 DK Ranch Rd**
- 327     Fire Station # 33**  
**9409 Bluegrass Dr**
- 328     Renaissance Retirement Center**  
**11279 Taylor Draper Ln**
- 329     Austin City Hall**  
**301 West 2nd St, Media Room**
- 330     Laura's Library**

**9411 Bee Cave Rd**

**331 Kathy Caraway Elementary School**

**11104 Oak View Dr (Enter off Carlwood)**

**332 Zilker Elementary School**

**1900 Bluebonnet Ln**

**333 Canyon Creek Elementary School**

**10210 Ember Glen Dr**

**334 Combined/Combinado@ 336 Hallmark Baptist Church**

**9023 Old Lampasas Tr.**

**335 Canyon Vista Middle School**

**8455 Spicewood Springs Rd**

**336 Hallmark Baptist Church**

**9023 Old Lampasas Tr.**

**337 Lakewood Homeowner's Association**

**7317 Lakewood Dr**

**338 Travis County WCID #18**

**1502 San Juan Dr**

**339 Western Hills Church of Christ**

**6211 Parkwood Dr**

**340 Combined/Combinado@ 332 Zilker Elementary**

**1900 Bluebonnet Ln**

**341 Combined/Combinado@ 332 Zilker Elementary**

**1900 Bluebonnet Ln**

**342 Barton Hills Elementary School**

**2108 Barton Hills Dr**

- 343 Combined/Combinado@ 337 Lakewood HOA**  
**7317 Lakewood Dr**
- 344 Combined/Combinado@ 352 Jubilee Christian Center**  
**2909 W William Cannon Dr**
- 345 Combined/Combinado@ 323 Randalls Research & Braker**  
**10900 D Research Blvd @ Braker Ln**
- 346 Serene Hills Elem. School**  
**3301 Serene Hills Dr**
- 347 Hill Country Middle School**  
**1300 Walsh Tarlton Ln**
- 349 ACC Pinnacle Campus**  
**7748 Highway 290 West**
- 350 Cowan Elementary School**  
**2817 Kentish Dr**
- 351 Small Middle School**  
**4801 Monterey Oaks Blvd**
- 352 Jubilee Christian Center**  
**2909 W William Cannon Dr**
- 354 Travis Country H.O.A. Office**  
**4504 Travis Country Circle**
- 356 Combined/Combinado@ 307 Rollingwood Municipal**  
**403 Nixon Dr**
- 357 Combined/Combinado@ 330 Laura's Library**  
**9411 Bee Cave Rd**
- 358 Covington Middle School**

- 3700 Convict Hill Rd**
- 359 LTISD Educational Development Center**  
**607 RR 620 North (Enter off of Kollmeyer Dr)**
- 360 Bowie High School**  
**4103 West Slaughter Ln**
- 361 Oak Hill Fire Dept. Station #301**  
**9211 Circle Dr**
- 362 Will Hampton Branch Public Library**  
**5125 Convict Hill Rd**
- 363 Shepherd of the Hills Presbyterian Church**  
**5226 W. William Cannon Dr**
- 364 Randalls Flagship West Lake Hills**  
**3300 Bee Cave Rd**
- 365 Community Center at Oak Hill**  
**8656 Highway 71 West**
- 366 Mills Elementary School**  
**6201 Davis Ln**
- 367 Clayton Elementary School**  
**7525 LaCrosse Ave**
- 368 Combined/Combinado@ 324 Bee Cave City Hall**  
**4000 Galleria Pkwy. (Bee Cave)**
- 369 Christ Episcopal Church**  
**3520 W Whitestone Blvd**
- 370 Round Mountain Community Center**  
**14340 Round Mountain Rd (Leander)**

- 371 Lago Vista Middle School**  
**8039 Bar-K Ranch Rd**
- 372 Community Center at Jonestown**  
**18649 FM 1431, Suite 6A**
- 373 Lago Vista City Hall**  
**5803 Thunderbird St**
- 374 Deer Creek Elementary**  
**2420 Zeppelin Dr**
- 375 Volente Fire Dept.**  
**15406 FM 2769**
- 401 Del Valle ISD Administration Building**  
**5301 Ross Rd**
- 402 Elroy Community Library**  
**13512 FM 812**
- 403 Creedmoor Elementary School**  
**5604 FM 1327**
- 404 Blazier Elementary School**  
**8601 Vertex Blvd**
- 405 Ojeda Middle School**  
**4900 McKinney Falls Pkwy.**
- 406 St Alban's Episcopal Church**  
**11819 IH-35 South**
- 407 Community Center at Del Valle**  
**3518 South FM 973**
- 408 Combined/Combinado@ 435 Southwest Church**

**8900 Manchaca Rd**

**409 Galindo Elementary School**

**3800 South 2nd St**

**410 Science & Health Resource Center**

**305 North Bluff Dr**

**411 Southpark Meadows Shopping Ctr**

**South 9600 IH-35 Suite 600**

**412 Combined/Combinado@ 454 Randalls Ben White**

**2025 West Ben White Blvd**

**413 Combined/Combinado@ 448 Langford Elementary**

**2206 Blue Meadow Dr**

**414 Texas Oaks Baptist Church**

**9910 Bilbrook Place**

**415 Casey Elementary School**

**9400 Texas Oaks Dr**

**416 Akins High School**

**10701 South 1st St**

**417 Combined/Combinado@ 406 St Alban's Church**

**11819 IH-35 South**

**418 Combined/Combinado@ 448 Langford Elementary**

**2206 Blue Meadow Dr**

**419 Combined/Combinado@ 447 Odom Elem.**

**1010 Turtle Creek Blvd**

**420 Parker Ln United Methodist Church**

**2105 Parker Ln**

- 421 Church on Congress Ave**  
**1511 South Congress Ave**
- 422 Fulmore Middle School**  
**201 East Mary St**
- 423 Montopolis Recreation Center**  
**1200 Montopolis Dr**
- 424 South Austin Rec. Center**  
**1100 Cumberland Rd**
- 425 Combined/Combinado@ 446 St Elmo Elem. School**  
**600 West St Elmo Rd**
- 426 Govalle Elementary School**  
**3601 Govalle Ave**
- 427 Combined/Combinado@ 426 Govalle Elem. School**  
**3601 Govalle Ave**
- 428 Combined/Combinado@ 438 Sanchez Elementary**  
**73 San Marcos St**
- 429 Dan Ruiz Branch Public Library**  
**1600 Grove Blvd**
- 430 Combined/Combinado@ 461 Wheatsville Food Co-op**  
**4001 South Lamar Blvd**
- 431 Baty Elementary School**  
**2101 Faro Dr**
- 432 Combined/Combinado@ 438 Sanchez Elementary**  
**73 San Marcos St**
- 433 Travis High School**

**1211 East Oltorf St**

**434 Combined/Combinado@ 438 Sanchez Elementary**

**73 San Marcos St**

**435 Southwest Church of Christ**

**8900 Manchaca Rd**

**436 Combined/Combinado@ 426 Govalle Elem.**

**3601 Govalle Ave**

**437 Twin Oaks Branch Library**

**1800 South 5th St**

**438 Sanchez Elementary School**

**73 San Marcos St**

**439 Cantu/Pan Am Recreation Center**

**2100 East 3rd St**

**440 Cityview at the Park Senior Apts.**

**2000 Woodward St**

**441 St John's Lutheran Church**

**409 West Ben White Blvd**

**442 Combined/Combinado@ 433 Travis High School**

**1211 East Oltorf St**

**443 Combined/Combinado@ 450 Southeast Branch Library**

**5803 Nuckols Crossing Rd**

**444 Combined/Combinado@ 426 Govalle Elem.**

**3601 Govalle Ave**

**446 St Elmo Elem. School**

**600 West St Elmo Rd**



- 447 Odom Elem. School**  
**1010 Turtle Creek Blvd**
- 448 Langford Elementary School**  
**2206 Blue Meadow Dr**
- 450 Southeast Branch Library**  
**5803 Nuckols Crossing Rd**
- 451 Bedichek Middle School**  
**6800 Bill Hughes Rd**
- 452 Houston Elementary School**  
**5409 Ponciana Dr**
- 454 Randalls Ben White and Manchaca**  
**2025 West Ben White Blvd**
- 458 Combined/Combinado@ 460 ACC South Austin**  
**1820 West Stassney Ln**
- 460 ACC South Austin Campus**  
**1820 West Stassney Ln**
- 461 Wheatsville Food Co-op South Lamar**  
**4001 South Lamar Blvd**
- 463 Williams Elementary School**  
**500 Mairo St**

**Election Day November 8, 2016 Williamson County polling places. Polling places are open 7 am - 7 pm**

**Anderson Mill Limited District**

**11500 El Salido Parkway, Austin**

**Bethany United Methodist Church**

10010 Anderson Mill Road, Austin

**Gateway Church**

7104 McNeil Drive, Austin

**Kelly Reeves Athletic Complex**

10211 W Parmer Lane, Austin

**La Quinta Inn & Suites**

10701 Lakeline Mall Drive, Austin

**Lord of Life Lutheran Church**

9700 Neenah Avenue, Austin

**McNeil High School Performing Arts Center**

5800 McNeil Drive, Austin

**Northwest Fellowship Church**

13427 Pond Springs Road, Austin

**Rattan Creek Park Community Center**

7617 Elkhorn Mountain Trail, Austin

**Bartlett Town Hall**

140 W. Clark Street, Bartlett

**Cedar Park City Hall**

450 Cypress Creek Road Building 3, Cedar Park

**Cedar Park High School**

2150 Cypress Creek Road, Cedar Park

**Cedar Park Library**

550 Discovery Boulevard, Cedar Park

**Cedar Park Randalls**

1400 Cypress Creek Road, Cedar Park

**Cedar Park Recreation Center**

1435 Main St- Town Center, Cedar Park

**Highland Estates Independent Retirement Living**

1500 N Lakeline Boulevard, Cedar Park

**Vista Ridge High School**

200 S Vista Ridge Boulevard, Cedar Park

**St Peter's Church of Coupland**

108 Wathen Street, Coupland

**Andice Community Center**

6600 FM 970, Florence

**Florence High School**

401 FM 970, Florence

**County Central Maintenance Facility**

3151 SE Inner Loop, Georgetown

**Cowan Creek Amenity Center**

1433 Cool Spring Way, Georgetown

**Estrella Oaks Rehabilitation & Care**

4011 Williams Drive, Georgetown

**First Baptist Church-Georgetown**

1333 W University Avenue, Georgetown

**GISD Administration Bldg**

603 Lakeway Drive, Georgetown

**Parks and Recreation Administration Building**

1101 N College Street, Georgetown

**Main Street Baptist- Ministry Center**

111 W 10th Street, Georgetown

**San Gabriel Presbyterian Church**

5404 Williams Drive, Georgetown

**Sun City Social Center**

2 Texas Drive, Georgetown

**The Caring Place Annex**

2001 Railroad Street, Georgetown

**Williamson County Inner Loop Annex**

301 SE Inner Loop, Georgetown

**SPJST Hall**

114 W Davilla Street, Granger

**Hutto City Hall**

401 Front Street, Hutto

**Hutto ISD Administration Building**

200 College Street, Hutto

**Jarrell Fire Station #2**

155 CR 313 E, Jarrell

**Leander Church of Christ**

300 Crystal Falls Parkway, Leander

**Leander High School**

3301 S Bagdad Road, Leander

**Leander Public Library**

1011 S Bagdad Road, Leander

**Pat Bryson Municipal Hall**

201 N Brushy Street, Leander

**Rouse High School**

1222 Raider Way, Leander

**Liberty Hill High School**

16500 W SH 29, Liberty Hill

**Baca Senior Center**

301 W Bagdad Avenue Building 2, Round Rock

**Brushy Creek Community Center**

16318 Great Oaks Drive, Round Rock

**Cedar Ridge High School**

2801 Gattis School Road, Round Rock

**Dell Diamond**

3400 E Palm Valley Boulevard, Round Rock

**Fern Bluff MUD Community Center**

7320 Wyoming Springs Drive, Round Rock

**Forest Creek Elementary School**

3505 Forest Creek Drive, Round Rock

**JB & Hallie Jester Annex**

1801 E Old Settlers Boulevard, Round Rock

**Round Rock High School**

300 N Lake Creek Drive, Round Rock

**Round Rock Presbyterian Church**

4010 Sam Bass Road, Round Rock

**Round Rock Randalls**

2051 Gattis School Road, Round Rock

**Round Rock Sports Center**

2400 Chisholm Trail, Round Rock

**San Gabriel Rehabilitation & Care**

4100 College Park Drive, Round Rock

**Sleep Inn & Suites**

1980 South IH 35, Round Rock

**Teravista Community Center**

4211 Teravista Club Drive, Round Rock

**The Fellowship Church of Round Rock**

3379 Gattis School Road, Round Rock

**Main Street Events Center**

3101 North Main Street, Taylor

**Taylor City Hall**

400 Porter Street, Taylor

**Taylor Public Library**

801 Vance Street, Taylor

**St John Lutheran Church**

409 S Main Street, Thrall

**First Baptist Church of Weir**

315 FM 1105, Weir

**Election Day November 8, 2016, Hays County Precincts. Polling places are open 7 am - 7 pm**

**238 Southern Hills Church of Christ**

3740 Ranch Rd 967, Buda

**442 Friendship Creekside Fellowship**

14455 FM 1826, Austin

## EXHIBIT C

Appointment of Judge and Alternate Judge for Joint General and Special Elections  
November 8, 2016

On this the 23rd day of August, 2016, the Commissioners Court of Williamson County, Texas does hereby appoint the following persons as vote center election judges and alternate judges to serve for a one year term which begins September 1, 2016 and ends August 31, 2017.

Vote Center	Appt.	Party	Last Name	First Name
Anderson Mill Limited District	J	D	Derryberry	Shirley
11500 El Salido Parkway, Austin	AJ	R	Stoddard	E. Reed
Bethany United Methodist Church	J	D	Adair	Dwight
10010 Anderson Mill Road, Austin	AJ	R	Josey	Jack
Gateway Church	J	D	Shanks	John
7104 McNeil Drive, Austin	AJ	R	Whittaker	Jill
Kelly Reeves Athletic Complex	J	R	Cobb	Mitch
10211 W Parmer Lane, Austin	AJ	D	Shaughnessy	Carin
La Quinta Inn & Suites	J	R	Price	Bobbi
10701 Lakeline Mall Drive, Austin	AJ	D	Phillips	Deanna
Lord of Life Lutheran Church	J	R	Harrison	Dan
9700 Neenah Avenue, Austin	AJ	D	Cummings	Sharon
McNeil High School Performing Arts Center	J	D	Manser	Gerrie
5800 McNeil Drive, Austin	AJ	R	McIntyre	Cindi
Northwest Fellowship	J	D	Gier	Robert
13427 Pond Springs Road, Austin	AJ	R	Sherrod	Mack
Rattan Creek Park Community Center	J	D	Tollerton	Deanna
7617 Elkhorn Mountain Trail, Austin	AJ	R	Papick	Phil
Bartlett Town Hall	J	D	VanPraag	Jane
140 W Clark Street, Bartlett	AJ	R	Tannehill	Carolyn
Cedar Park City Hall	J	R	Zaharias	Dave
450 Cypress Creek Road, Bldg. 3, Cedar Park	AJ	D	Horton	Harriet
Cedar Park High School	J	R	Barron	Paul
2150 Cypress Creek Road, Cedar Park	AJ	D	Griffith	Mary
Cedar Park Library	J	R	Dominguez	Art
550 Discovery Boulevard, Cedar Park	AJ	D	Pillay	Logan



Appointment of Judge and Alternate Judge for Joint General and Special Elections  
November 8, 2016

Cedar Park Randalls 1400 Cypress Creek Road, Cedar Park	J AJ	R D	Martin Rathbun	Sandra Mina
Cedar Park Recreation Center 1435 Main Street, Town Center, Cedar Park	J AJ	D R	Beyer Ples	Lana Paul
Highland Estates Ind Retirement Living 1500 N Lakeline Boulevard, Cedar Park	J AJ	R D	Richardson Webre	Ann Catherine
Vista Ridge High School 200 S Vista Ridge Boulevard, Cedar Park	J AJ	R D	Jewett Soliz	Jon Jesse
St. Peter's Church of Coupland 108 Wathen Street, Coupland	J AJ	R D	Carroll Chapa	Shannon Mary
Andice Community Center 6600 FM 970, Florence	J AJ	R D	Kohn Johnson	David Linda
Florence High School 401 FM 970, Florence	J AJ	R D	Johnson Hooper	Donna Hannah
County Central Maintenance Facility 3151 SE Inner Loop, Georgetown	J AJ	R D	Helms Witherspoon	Debra Kenneth
Cowan Creek Amenity Center 1433 Cool Spring Way, Georgetown	J AJ	R D	Cody Kienenberger	Cathy Cameron
Estrella Oaks Rehab & Care 4011 Williams Drive, Georgetown	J AJ	D R	Harr Craig	Stephen Sherry
First Baptist Church 1333 W University Avenue, Georgetown	J AJ	R D	Faraci Odom	Anthony Gabriel
GISD Administration Bldg 603 Lakeway Drive, Georgetown	J AJ	R D	Schrowang Weiler	Sue Marion
Parks and Recreation Administration 1101 N College Street, Georgetown	J AJ	R D	Wemheuer Smith	Robert Diane
Main Street Baptist Church 111 W 10th Street, Georgetown	J AJ	D R	Perkison Stutzman	Bill Brad
San Gabriel Presbyterian Church 5404 Williams Drive, Georgetown	J AJ	R D	Gill Abend	E. Diane Gayle

Appointment of Judge and Alternate Judge for Joint General and Special Elections  
November 8, 2016

Sun City Social Center 2 Texas Drive, Georgetown	J AJ	R D	Edwards Vogel	Gene Phyllis
The Caring Place Annex 2001 Railroad Avenue, Georgetown	J AJ	R D	Schrowang Bacelis	Russ Jorge
Williamson County Inner Loop Annex 301 SE Inner Loop, Georgetown	J AJ	R D	Hughes Torres	Anna Virginia
SPJST Hall 114 W Davilla Street, Granger	J AJ	R D	Burnham Spanel	Fred Deborah
Hutto City Hall 401 W Front Street, Hutto	J AJ	R D	Albert Covarrubias	Frances R. Chris
Hutto ISD Administration Building 200 College Street, Hutto	J AJ	D R	Hosek Bernsen	Larry James
Jarrell Fire Station #2 155 CR 313 E, Jarrell	J AJ	R D	Davidson Spangenberg	Nita William
Leander Church of Christ 300 Crystal Falls Parkway, Leander	J AJ	D R	Covey George	Jerry Gaylon
Leander High School 3301 S Bagdad Road, Leander	J AJ	R D	Crabtree Glenn	James Cindy
Leander Public Library 1011 S Bagdad Road, Leander	J AJ	R D	Stroud Hutchens	Don Adrian
Pat Bryson Municipal Hall 201 N Brushy Street, Leander	J AJ	R D	Hampton Sanchez	Janet Aurora
Rouse High School 1501 CR 271, Leander	J AJ	R D	Pollastro Boydstun	Jennifer Dwayne
Liberty Hill High School 16500 W SH 29, Liberty Hill	J AJ	R D	Griffin Graves	Wes Mike
Baca Senior Center 301 W Bagdad Avenue, Bldg 2, Round Rock	J AJ	D R	Franco Zumbahlen	E. Irene Marie
Brushy Creek Community Center 16318 Great Oaks Drive, Round Rock	J AJ	R D	Ruppert Garrett	Carol Resa

Appointment of Judge and Alternate Judge for Joint General and Special Elections  
November 8, 2016

Cedar Ridge High School 2801 Gattis School Road, Round Rock	J AJ	R D	Overman Gunn	Azucena Susan
Dell Diamond Heritage Center 3400 E Palm Valley Boulevard, Round Rock	J AJ	R D	McMasters Hackenberg	Sonia Stacey
Fern Bluff MUD Community Center 7320 Wyoming Springs Drive, Round Rock	J AJ	R D	Gantt Morgan	Pat Cathy
Forest Creek Elementary School 3505 Forest Creek Drive, Round Rock	J AJ	R D	Dziadziola Stone	David Sarah
JB & Hallie Jester Annex 1801 E Old Settlers Boulevard, Round Rock	J AJ	R D	Armbruster White	Steve Earl
Round Rock High School 300 N Lake Creek Drive, Round Rock	J AJ	R D	Darden Barbini	Bernice Charlotte
Round Rock Presbyterian Church 4010 Sam Bass Road, Round Rock	J AJ	R D	Pitts Narvaez	Rick Ruben
Round Rock Randalls 2051 Gattis School Road, Round Rock	J AJ	R D	Pool Turner	Darryl Angela
Round Rock Sports Center 2400 Chisholm Trail Drive, Round Rock	J AJ	R D	Durham Afsah	David Ghazala
San Gabriel Rehab & Care 4100 College Park Drive, Round Rock	J AJ	R D	Garza Tyler	Dan Rebecca
Sleep Inn & Suites 1980 S IH 35, Exit 251, Round Rock	J AJ	D R	Felthouser Risinger	James Ronny
Teravista Community Center 4211 Teravista Club Drive, Round Rock	J AJ	R D	Brymer Jones	Jimmy James
The Fellowship Church of Round Rock 3379 Gattis School Road, Round Rock	J AJ	R D	Janda Huffstutler	Shelley Keith
Main Street Events Center 3101 North Main, Taylor	J AJ	R D	Collins Newman	Gayle Maria
Taylor City Hall 400 Porter Street, Taylor	J AJ	D R	Brown Werner	Betty Pat

Appointment of Judge and Alternate Judge for Joint General and Special Elections  
November 8, 2016

Taylor Public Library	J	R	Naizer	Joe
801 Vance Street, Taylor	AJ	D	Rex	J. Bart
St John Lutheran Church	J	R	Prillaman	Michael
409 S Main Street, Thrall	AJ	D	Yerby	Barbara
First Baptist Church of Weir	J	R	Schumacher	David
315 FM 1105, Weir	AJ	D	Thomas	Ashley

SIGNED this \_\_\_\_\_ day of August, 2016.

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Dan A. Gattis, County Judge

**TRAVIS COUNTY 2016-2018 TERM APPOINTMENTS**

<b>Precinct</b>	<b>Position</b>	<b>Name</b>	<b>Party</b>
101	Presiding Judge	Tamika Rose	Democrat
102	Presiding Judge	Alberta Kemp	Democrat
103	Presiding Judge	Leavern Johnson	Democrat
104	Presiding Judge	Saundra Ragona	Democrat
105	Presiding Judge	Bonny Krahm	Democrat
106	Presiding Judge	Not Assigned	Republican
107	Presiding Judge	Not Assigned	Republican
108	Presiding Judge	Not Assigned	Democrat
109	Presiding Judge	Mark Eastwood	Democrat
110	Presiding Judge	Not Assigned	Democrat
111	Presiding Judge	Carroll Price	Democrat
112	Presiding Judge	Brian Looman	Democrat
113	Presiding Judge	Jane Denson	Democrat
114	Presiding Judge	Not Assigned	Democrat
117	Presiding Judge	Annie Baker	Democrat
118	Presiding Judge	Paul Raney	Democrat
120	Presiding Judge	Not Assigned	Democrat
121	Presiding Judge	Isaiah Williams	Democrat
122	Presiding Judge	Mary Lynn Bragner	Democrat
123	Presiding Judge	Welton Calvert	Democrat
124	Presiding Judge	Sam Coffman	Democrat
126	Presiding Judge	Dwight Piper	Democrat
129	Presiding Judge	Joyce Darby	Democrat
130	Presiding Judge	Lois Dzenowski	Democrat
132	Presiding Judge	Philessia Edwards	Democrat
133	Presiding Judge	Arthur Turner	Democrat
135	Presiding Judge	Carmen Llanes	Democrat
136	Presiding Judge	Sadie Anderson	Democrat
137	Presiding Judge	Sonya Hicks	Republican
139	Presiding Judge	Shirley Scott	Democrat
140	Presiding Judge	Mary Guerrero	Democrat
141	Presiding Judge	Raymond Lung	Democrat
142	Presiding Judge	Jeff Lewis	Democrat
145	Presiding Judge	Gil Ortiz	Democrat
146	Presiding Judge	Ervin Jackson	Democrat
148	Presiding Judge	Kimberly Buirst	Democrat
149	Presiding Judge	Carol Olewin	Democrat
150	Presiding Judge	Leslie Lewis	Republican
151	Presiding Judge	Margery Mackey	Democrat

Precinct	Position	Name	Party
152	Presiding Judge	Amanda Miller	Democrat
153	Presiding Judge	Eloise Foster	Democrat
154	Presiding Judge	Not Assigned	Democrat
156	Presiding Judge	Not Assigned	Democrat
160	Presiding Judge	Sheila McCracken	Democrat
161	Presiding Judge	Julie Benningfield	Democrat
163	Presiding Judge	Not Assigned	Republican
164	Presiding Judge	Petra Montez	Democrat
200	Presiding Judge	Frank Feuerbacher	Democrat
202	Presiding Judge	Randall McKaskle	Democrat
203	Presiding Judge	Annie Behrens	Democrat
205	Presiding Judge	Rolland Standish	Democrat
206	Presiding Judge	Robert Tumey	Democrat
207	Presiding Judge	Michael Conwell	Democrat
208	Presiding Judge	Not Assigned	Democrat
209	Presiding Judge	Not Assigned	Democrat
210	Presiding Judge	Not Assigned	Democrat
211	Presiding Judge	Paul Birdsall	Democrat
212	Presiding Judge	Not Assigned	Republican
214	Presiding Judge	Barbara Hunt	Democrat
215	Presiding Judge	Not Assigned	Democrat
216	Presiding Judge	Not Assigned	Democrat
217	Presiding Judge	Judy Hughes	Democrat
218	Presiding Judge	Joseph Nieto	Democrat
219	Presiding Judge	Annie Joyner	Democrat
220	Presiding Judge	Not Assigned	Democrat
221	Presiding Judge	Not Assigned	Republican
222	Presiding Judge	Margarette Kaylor	Democrat
223	Presiding Judge	Patricia Herndon	Democrat
224	Presiding Judge	Pauline Benitez	Democrat
225	Presiding Judge	Not Assigned	Democrat
226	Presiding Judge	Not Assigned	Democrat
227	Presiding Judge	Not Assigned	Democrat
228	Presiding Judge	Not Assigned	Democrat
229	Presiding Judge	Mary Anne O'Brien	Democrat
231	Presiding Judge	Not Assigned	Democrat
232	Presiding Judge	Mary Ann Hill	Republican
233	Presiding Judge	Not Assigned	Republican
234	Presiding Judge	Michael Morris	Republican
235	Presiding Judge	Caroline Reynolds	Democrat
236	Presiding Judge	Joseph Reynolds	Democrat
237	Presiding Judge	Kay Gaul	Democrat

Precinct	Position	Name	Party
238	Presiding Judge	David Mann	Democrat
239	Presiding Judge	Janis Reinken	Democrat
240	Presiding Judge	Joseph Oliveri	Democrat
241	Presiding Judge	Shirley Niedzwiecki	Democrat
242	Presiding Judge	Lisa Zaleski	Democrat
243	Presiding Judge	Laura Rice	Democrat
244	Presiding Judge	Brad Ellis	Republican
245	Presiding Judge	Laurinda Smith	Republican
246	Presiding Judge	Martha Renfroe	Democrat
247	Presiding Judge	Not Assigned	Republican
248	Presiding Judge	Cynthia Douglas	Democrat
249	Presiding Judge	Pamela Mayo Clark	Democrat
250	Presiding Judge	May Schmidt	Democrat
251	Presiding Judge	Maxine Ball	Democrat
252	Presiding Judge	Alice Kubacak	Democrat
253	Presiding Judge	Ronald Reed	Democrat
254	Presiding Judge	Jacqueline Collins	Democrat
256	Presiding Judge	Not Assigned	Republican
258	Presiding Judge	Nellie Torres	Democrat
259	Presiding Judge	Reuben Leslie	Democrat
260	Presiding Judge	Debra Price	Democrat
262	Presiding Judge	Frederick Fox	Democrat
263	Presiding Judge	Leola Canada	Democrat
266	Presiding Judge	Not Assigned	Democrat
267	Presiding Judge	Not Assigned	Democrat
268	Presiding Judge	Not Assigned	Democrat
273	Presiding Judge	Roy Ewing	Democrat
274	Presiding Judge	Nancy Morales	Democrat
275	Presiding Judge	Helen Garman	Democrat
277	Presiding Judge	Not Assigned	Democrat
301	Presiding Judge	Frank Feuerbacher	Democrat
302	Presiding Judge	Julio Moreno	Democrat
303	Presiding Judge	Isabel Cano	Republican
304	Presiding Judge	Alexandra Richmond	Democrat
305	Presiding Judge	Not Assigned	Republican
306	Presiding Judge	Not Assigned	Republican
307	Presiding Judge	Cindy Selman	Democrat
308	Presiding Judge	Lori Carr	Republican
309	Presiding Judge	David Rice	Democrat
310	Presiding Judge	Ramona Rios	Democrat
311	Presiding Judge	Not Assigned	Democrat
312	Presiding Judge	Summer Wise Yen	Republican

<b>Precinct</b>	<b>Position</b>	<b>Name</b>	<b>Party</b>
313	Presiding Judge	Not Assigned	Democrat
314	Presiding Judge	Not Assigned	Republican
315	Presiding Judge	James E Bridges	Democrat
316	Presiding Judge	John Omalia	Republican
317	Presiding Judge	Joseph Bruzzzone	Republican
318	Presiding Judge	Not Assigned	Republican
319	Presiding Judge	Not Assigned	Republican
320	Presiding Judge	Not Assigned	Republican
321	Presiding Judge	Not Assigned	Democrat
323	Presiding Judge	Not Assigned	Democrat
324	Presiding Judge	Jerrold Callen	Republican
325	Presiding Judge	Not Assigned	Republican
326	Presiding Judge	Joanne Richards	Democrat
327	Presiding Judge	Dona Stallworth	Democrat
328	Presiding Judge	Patricia Pope	Democrat
329	Presiding Judge	Meriessa Anton	Democrat
330	Presiding Judge	Not Assigned	Republican
331	Presiding Judge	Marvin Rasmussen	Democrat
332	Presiding Judge	Scott Keyes	Democrat
333	Presiding Judge	Not Assigned	Democrat
334	Presiding Judge	Kandis Hoover	Republican
335	Presiding Judge	Not Assigned	Democrat
336	Presiding Judge	Jane Leifeste	Democrat
337	Presiding Judge	Not Assigned	Democrat
338	Presiding Judge	Ann Patterson	Democrat
339	Presiding Judge	Rene Trevino	Democrat
340	Presiding Judge	Ron Perkowski	Democrat
341	Presiding Judge	Not Assigned	Democrat
342	Presiding Judge	David Donaldson	Democrat
343	Presiding Judge	Not Assigned	Democrat
344	Presiding Judge	Bob Allen	Democrat
346	Presiding Judge	Sharon Campbell	Republican
347	Presiding Judge	Peggy Morton	Democrat
349	Presiding Judge	Leonard Baumel	Democrat
350	Presiding Judge	Linda Klar	Democrat
351	Presiding Judge	McGhee	Democrat
352	Presiding Judge	Charlotte Maxwell	Democrat
354	Presiding Judge	Alice Bell	Democrat
356	Presiding Judge	Not Assigned	Democrat
357	Presiding Judge	Not Assigned	Democrat
358	Presiding Judge	Roye Reeves	Democrat
359	Presiding Judge	Not Assigned	Republican



Precinct	Position	Name	Party
360	Presiding Judge	Not Assigned	Democrat
361	Presiding Judge	Barbara Fetonte	Democrat
362	Presiding Judge	Jimi Chow	Democrat
363	Presiding Judge	Ying Hong	Democrat
364	Presiding Judge	Not Assigned	Democrat
365	Presiding Judge	Keith Messenger	Democrat
366	Presiding Judge	Not Assigned	Democrat
367	Presiding Judge	Ronald Fedorchak	Republican
368	Presiding Judge	Paul Mims	Republican
369	Presiding Judge	Lancelot M. Clopton	Republican
370	Presiding Judge	Not Assigned	Republican
371	Presiding Judge	Janice Miller	Republican
372	Presiding Judge	John H. (Jack) Bretherick	Republican
373	Presiding Judge	Robert Shirley	Republican
374	Presiding Judge	Paul Kirkley	Republican
375	Presiding Judge	Chris Buffum	Republican
401	Presiding Judge	Not Assigned	Democrat
402	Presiding Judge	Olga Zuniga	Democrat
403	Presiding Judge	Not Assigned	Democrat
404	Presiding Judge	Tina Jackson	Democrat
405	Presiding Judge	Julia Rodriguez	Democrat
406	Presiding Judge	Luis "Mike" Rodriguez	Republican
407	Presiding Judge	Not Assigned	Democrat
408	Presiding Judge	Michael Stephens	Democrat
409	Presiding Judge	Rolando Pina	Democrat
410	Presiding Judge	Andy Mauney	Democrat
411	Presiding Judge	Michael Brooks	Democrat
412	Presiding Judge	Not Assigned	Democrat
413	Presiding Judge	Not Assigned	Democrat
414	Presiding Judge	Austin Hernandez	Democrat
415	Presiding Judge	Not Assigned	Democrat
416	Presiding Judge	Emma Jacobs	Democrat
417	Presiding Judge	Not Assigned	Democrat
418	Presiding Judge	Not Assigned	Republican
419	Presiding Judge	Not Assigned	Democrat
420	Presiding Judge	Merri Gale Hieger	Democrat
421	Presiding Judge	Philip Parker	Democrat
422	Presiding Judge	Not Assigned	Democrat
423	Presiding Judge	Susana Almanza	Democrat
424	Presiding Judge	Marie Dominguez	Democrat
425	Presiding Judge	Not Assigned	Democrat
426	Presiding Judge	Daniel Segura	Democrat

Precinct	Position	Name	Party
427	Presiding Judge	Not Assigned	Democrat
428	Presiding Judge	Not Assigned	Democrat
429	Presiding Judge	Not Assigned	Democrat
430	Presiding Judge	Not Assigned	Democrat
431	Presiding Judge	James Green	Democrat
432	Presiding Judge	Not Assigned	Democrat
433	Presiding Judge	Christopher Burton	Democrat
434	Presiding Judge	Not Assigned	Democrat
435	Presiding Judge	Sharon Budreau	Democrat
436	Presiding Judge	Not Assigned	Democrat
437	Presiding Judge	Mary Diaz	Democrat
438	Presiding Judge	Ellien Navarro	Democrat
439	Presiding Judge	Gavino Fernandez	Democrat
440	Presiding Judge	Not Assigned	Democrat
441	Presiding Judge	Janie Paez	Democrat
442	Presiding Judge	Not Assigned	Democrat
443	Presiding Judge	Ricardo Chavana	Democrat
444	Presiding Judge	Not Assigned	Democrat
446	Presiding Judge	Harley Max Fisher	Democrat
447	Presiding Judge	Robert Flores	Democrat
448	Presiding Judge	Michelle Kostun	Democrat
450	Presiding Judge	Rick Luna	Democrat
451	Presiding Judge	Carolyn Shelley	Democrat
452	Presiding Judge	Brenda Limon	Democrat
454	Presiding Judge	Tracy Jackson Smith	Democrat
458	Presiding Judge	Not Assigned	Democrat
460	Presiding Judge	Peggy Gough	Democrat
461	Presiding Judge	Jonathan Wells	Democrat
463	Presiding Judge	Not Assigned	Democrat

## EXHIBIT D

## **Travis County Early Voting locations**

**Early voting by personal appearance will be conducted from Monday, October 24, through Friday, November 4, 2016.**

**All Early Voting locations will be open Monday-Saturday from 7 am to 7 pm and Sunday from noon to 6 pm unless otherwise noted.**

**NORTH MEGA SITE/Norte:** , ACC Highland Mall, 6001 Airport Blvd. Use North entrance, STE 2420

**WEST MEGA SITE/Oeste:** , Ben Hur Shrine Center, 7811 Rockwood Ln

**SOUTH MEGA SITE:** Southpark Meadows, 9600 IH-35 South, STE 600 S. Access Rd, enter near Hobby Lobby

**EAST MEGA SITE:** Millennium Youth Complex, 1156 Hargrave St

### **CENTRAL**

Austin City Hall, 301 W 2ND St

Fiesta Mart Central in Delwood Shopping Center , 3909 North IH-35

Howson Public Library, 2500 Exposition Blvd

Travis County Granger Building, 314 W 11th St, 1st Floor

University of Texas Flawn Academic Center (Lobby,) 2400 Inner Campus Dr

Goodwill Community Center, 1015 Norwood Park Blvd

### **EAST**

Carver Branch Library, 1161 Angelina St

Parque Zaragoza Recreation Center, 2608 Gonzales S at 7TH St

Manor ISD Administration Building , 10335 E HWY 290

### **NORTH**

County Tax Office, Pflugerville (Community Room), 15822 Foothill Farms Loop

Little Walnut Creek Library , 835 W Rundberg Ln

Hartfield Performing Arts Center , 5800 McNeil Dr

Disability Rights Texas , 2222 W Braker Ln

## **NORTHEAST**

Austin Area Urban League, 8011A Cameron Rd, STE 100

## **NORTHWEST**

Randalls Research and Braker, 10900-D Research Blvd @ Braker Lane

Randalls Steiner Ranch, 5145 RM 620 North

## **SOUTH**

Gardner / Betts Annex, 2501 S Congress

Randalls, 2025 West Ben White Blvd @ Manchaca Road

## **SOUTHEAST**

Dan Ruiz Public Library, 1600 Grove Blvd

Fiesta Mart, 5510 S I-35 @ Stassney

Del Valle ISD Administration Building, 5301 Ross Road

Dove Springs Recreation Center , 5801 Ainez Dr

## **SOUTHWEST**

Randalls S Mopac, 6600 S Mopac @ William Cannon

Randalls Brodie, 9911 Brodie Lane @ Slaughter Lane

## **WEST**

Flagship Randalls (West Lake Hills) ,3300 Bee Cave Rd

Randalls Lakeway, 2301 RR 620 S

Bee Cave City Hall, 4000 Galleria Parkway (Bee Cave)

## **Monday, October 24**

MT Supermarket	10901 N Lamar Blvd	10 am –7 pm
Gus Garcia Rec. Center	1201 East Rundberg Ln	7 am – 7pm
Travis Building	1701 N Congress Ave	8am – 5 pm
ACC Northridge	11928 Stonehollow Dr	8 am – 6 pm

Stephen F. Austin Building 1700 North Congress Ave 8 am – 5 pm

Huston-Tillotson Univ. 900 Chicon St. 8 am – 6 pm

**Tuesday, October 25**

MT Supermarket 10901 N Lamar Blvd 10 am – 7 pm

Twin Oaks Branch Library 1800 S 5th St 7 am – 7 pm

Spicewood Springs Branch Library 8637 Spicewood Springs Rd 7 am - 7 pm

Community Center at Oak Hill 8656 Highway 71 West, #A 9 am – 5 pm

Asian American Resource Ctr. 8401 Cameron Rd 8 am – 1 pm

National American Univ. 13801 Burnet Rd, Ste 300 3 pm – 7 pm

Heritage Pointe 1950 Webberville Rd 9 am – 11 am

Lakeside Senior Center 85 Trinity St 1 pm – 3 pm

RBJ Residential Tower 21 Waller St 5 pm – 7 pm

**Wednesday, October 26**

MT Supermarket 10901 N Lamar Blvd 10 am – 7 pm

Southeast Branch Library 5803 Nuckols Crossing Rd 7 am – 7 pm

LBJ Building 111 E 17th St 8 am – 5 pm

Community Center at Manor 600 W Carrie Manor St 9 am – 11 am

Parsons House 1130 Camino La Costa 1 pm – 3 pm

Heritage Park Center 2806 Real St 5 pm – 7 pm

Brodie Ranch Rehab. & Health Ctr. 2101 Frate Barker Rd 8 am – 11am

Longhorn Village 12501 Longhorn Pkwy 2 pm – 5 pm

Continental Ret. Community 4604 South Lamar Blvd 9 am – 11 am

For the City Center 500 E St Johns Ave 1 pm - 5 pm

**Thursday, October 27**

MT Supermarket	10901 N Lamar Blvd	10 am –7 pm
Cantu/Pan Am Rec. Center	2100 E. 3rd St	7 am – 7 pm
ACC Eastview	3401 Webberville Rd	8 am – 6 pm
Westminster Manor	4100 Jackson Ave	10 am – 2 pm
Atria at the Arboretum	9306 Great Hills Trail	10 am - 6 pm
Brookdale Lakeway	1915 Lohmans Crossing Rd	9 am– 11 am
Legacy Oaks Center	7501 W HWY 290	1 pm - 5 pm

#### **Friday, October 28**

MT Supermarket	10901 N Lamar Blvd	10 am –7 pm
South Austin Rec. Center	1100 Cumberland Rd	7 am – 7 pm
Wheatsville Co-op South Lamar	4001 S Lamar Blvd	11am – 7 pm
Englewood Estates	2603 Jones Rd	8 am – 11 am
Lost Creek Limited District Office	1305 Quaker Ridge Dr	1 pm – 6 pm
ACC Riverside	1020 Grove Blvd	8 am — 6 pm
ACC South Austin	1820 W Stassney Ln	8 am – 6 pm

#### **Saturday, October 29**

MT Supermarket	10901 N Lamar Blvd	10 am –7 pm
South Austin Rec. Center	1100 Cumberland Rd	7 am – 7 pm
Wheatsville Co-op South Lamar	4001 S Lamar Blvd	11am – 7 pm
YMCA Northwest Branch	5807 McNeil Dr	10 am - 5 pm
Westminster Manor	4100 Jackson Ave	10 am – 2 pm
Gus Garcia Rec. Center	1201 East Rundberg Ln	7 am – 7pm

#### **Sunday, October 30**

MT Supermarket	10901 N Lamar Blvd	noon - 6 pm
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Ce-Bar Fire Department	353 South Commons Ford Rd	noon - 6 pm
Volente Fire Dept	15406 FM 2769, Volente	noon – 6 pm
Austin Fire Station #33	9409 Bluegrass Dr	noon – 6 pm
Oak Hill Fire Dept	#301 9211 Circle Dr	noon – 6 pm
Oak Hill Fire Dept, Barton Creek	#302 4111 Barton Creek Blvd	noon – 6 pm

**Monday, October 31**

MT Supermarket	10901 N Lamar Blvd	10 am –7 pm
Gus Garcia Rec. Center	1201 East Rundberg Ln	7 am – 7pm
Community Center at Jonestown	18649 FM 1431, Ste. 6A	9 am – 5 pm
Heatherwilde Assisted Living	401 S. Heatherwilde Blvd	8 am – 10 am
Cambridge Villas Senior Apts.	15711 Dessau Rd	Noon – 2 pm
Conservatory at Wells Branch	14320 Tandem Blvd	4 pm – 6 pm
ACC Pinnacle	7748 W Hwy 290	8 am – 6 pm
ACC Rio Grande	1212 Rio Grande St	8 am – 6 pm

**Tuesday, November 1**

MT Supermarket	10901 N Lamar Blvd	10 am –7 pm
Twin Oaks Branch Library	1800 S. 5th St	7 am – 7 pm
Community Center at Del Valle	3518 South FM 973	9 am – 5 pm
Brookdale Spicewood Springs	4401 Spicewood Springs Rd	9 am – Noon
N Austin Muslim Community Ctr	11912B N. Lamar Blvd	2pm—5pm
Travis Co. Commissioners Court	700 Lavaca St	8 am – 5 pm
St. Edward's University	3001 South Congress Ave	9 am – 6 pm



**Wednesday, November 2**

MT Supermarket	10901 N Lamar Blvd	10 am –7 pm
Southeast Branch Library	5803 Nuckols Crossing Rd	7 am – 7 pm
Briarcliff POA Comm. Center	22801 Briarcliff Dr., Briarcliff	10am – 7 pm
Goodwill Outlet Resource Center	6505 Burleson Rd	10 am - 5 pm
Services for Deaf & Hard of Hearing	2201 Post Rd, suite 100	10 am —4 pm
Lost Creek Limited District Office	1305 Quaker Ridge Dr	10 am – 6 pm

**Thursday, November 3**

MT Supermarket	10901 N Lamar Blvd	10 am –7 pm
Cantu/Pan Am Rec. Center	2100 E. 3rd St	7 am – 7 pm
Community Center at Manor	600 W. Carrie Manor St	9 am – 5pm
Brookdale West Lake Hills	1034 Liberty Park Dr	10 am – 2 pm
Brookdale Beckett Meadows	7709 Beckett Rd	4 pm – 7 pm
Sam Houston Bldg.	201 East 14th St	9 am – 5 pm
Lago Vista City Hall	5803 Thunderbird St	8 am – 5 pm

**Friday, November 4**

MT Supermarket	10901 N Lamar Blvd	10 am –7 pm
Gus Garcia Rec. Center	1201 East Rundberg Ln	7 am – 7pm
Central Services Building	1711 San Jacinto Blvd	8 am – 5 pm
Town Lake Center	721 Barton Springs Rd	7 am – 7 pm
Southwest Key Program	6002 Jain Ln	2 pm – 7 pm
Community Center at Jonestown	18649 FM 1431, Ste 6A	9 am – 5 pm
Lago Vista City Hall	5803 Thunderbird St	8 am – 5 pm

## **Williamson County Early Voting locations**

**Monday, October 24 through Saturday, October 29, 2016 - 7:00 am to 7:00 pm**

**Sunday, October 30, 2016 12:00pm to 6:00 pm**

**Monday, October 31 through Friday, November 4, 2016 - 7:00 am to 7:00 pm**

### **Main Location**

**Williamson County Inner Loop Annex**

**301 SE Inner Loop, Georgetown**

### **Branch Locations**

**Georgetown ISD Administration Building**

**603 Lakeway Drive, Georgetown**

**Parks & Recreation Administration Building**

**1101 N. College Street, Georgetown**

**Cowan Creek Amenity Center**

**1433 Cool Spring Way, Georgetown**

**Baca Senior Center**

**301 W. Bagdad Street, Building 2, Round Rock**

**Round Rock Randalls**

**2051 Gattis School Road, Round Rock**

**Brushy Creek Community Center**

**16318 Great Oaks Drive, Round Rock**

**J.B. and Hallie Jester Annex**

**1801 E. Old Settlers Boulevard, Round Rock**

**Anderson Mill Limited District**

**11500 El Salido Parkway, Austin**

**McNeil High School Performing Arts Center**

**5800 McNeil Drive, 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**

**Hutto ISD Administration Building**

**200 College Street- Back entrance, Hutto**

**Taylor City Hall**

**400 Porter Street, Taylor**

**Monday, October 24, 2016 10:00am - 7:00pm**

**Seton Medical Center Williamson**

**201 Seton Pkwy., Round Rock**

**Clairmont Retirement Community**

**12463 Los Indios Trl., Austin**

**Tuesday, October 25, 2016 10:00am - 7:00pm**

**St. Peter's Church of Coupland**

**108 Wathen St., Coupland**

**Andice Community Center**

**6600 FM 970, Florence**

**Wednesday, October 26, 2016 10:00am - 7:00pm**

Southwestern University–McCombs Campus Center,  
1010 McKenzie Dr, Georgetown

**Thursday, October 27, 2016 10:00am - 7:00pm**

Jarrell Memorial Park Community Center  
1651 CR 305, Jarrell  
Florence City Hall  
106 S. Patterson Ave., Florence

**Friday, October 28, 2016 10:00am - 7:00pm**

St. John's Lutheran Church of Thrall  
409 S. Main St., Thrall  
Highland Estates Retirement Community  
1500 N. Lakeline Blvd, Cedar Park

**Saturday, October 29, 2016 10:00am - 7:00pm**

Jarrell Fire Station #2,  
155 CR 313 E., Jarrell  
Williamson County Annex  
3407 RR 1869, Liberty Hill

**Sunday, October 30, 2016 12:00pm - 6:00pm**

Williamson County Annex

3407 RR 1869, Liberty Hill

**Monday, October 31, 2016 10:00am - 7:00pm**

First Baptist Church of Weir

315 FM 1105, Weir

Austin Fire Department - Station #34

10041 Lake Creek Pkwy, Austin

**Tuesday, November 1, 2016 10:00am - 7:00pm**

Granger City Hall,

303 S. Commerce St., Granger

ACC Cypress Creek Campus

1555 Cypress Creek Rd., Cedar Park

**Wednesday, November 2, 2016 10:00am - 7:00pm**

Bartlett Town Hall

140 W. Clark St., Bartlett

Cedar Park Fire Department-Station #4

150 Church Park Rd., Cedar Park

**Thursday, November 3, 2016 10:00am - 7:00pm**

Park Valley Inn Health Center

17751 Park Valley Dr., Round Rock

Cedar Park Fire Department-Station #4

150 Church Park Rd., Cedar Park

**Friday, November 4, 2016 10:00am - 7:00pm**

**Park Valley Inn Health Center**

**17751 Park Valley Dr., Round Rock**

**Cedar Park Fire Department-Station #4**

**150 Church Park Rd., Cedar Park**

### **Hays County Early Voting locations**

**Monday, October 24**

**Government Center Conference Room**

**712 S. Stagecoach Trail, San Marcos**

**8 am –5 pm**

**Hays County Health Department**

**401 A Broadway St, San Marcos**

**8 am –5 pm**

**Hays County Precinct 4 Office**

**195 Roger Hanks Pkwy, Dripping Springs**

**8 am –5 pm**

**Hays County Precinct 2 Office**

**5458 FM 2770 at Crystal Meadow Dr., Kyle**

**8 am –5 pm**

**Wimberley Community Center**

**14068 Ranch Rd. 12, Wimberley**

**8 am –5 pm**

**Texas State University**

**LBJ Student Center**

**700 Student Center Dr., San Marcos**

**11 am –7 pm**

**Tuesday, October 25**

**Government Center Conference Room**

**712 S. Stagecoach Trail, San Marcos**

**8 am –5 pm**

**Hays County Health Department**

**401 A Broadway St, San Marcos**

**8 am –5 pm**

**Hays County Precinct 4 Office**

**195 Roger Hanks Pkwy, Dripping Springs**

**8 am –5 pm**

**Hays County Precinct 2 Office**

**5458 FM 2770 at Crystal Meadow Dr., Kyle**

**8 am –5 pm**

**Wimberley Community Center**

**14068 Ranch Rd. 12, Wimberley**

**8 am –5 pm**

**Texas State University**

**LBJ Student Center**

**700 Student Center Dr., San Marcos**

**11 am –7 pm**

**Wednesday, October 26**

**Government Center Conference Room**

712 S. Stagecoach Trail, San Marcos

8 am –5 pm

**Hays County Health Department**

401 A Broadway St, San Marcos

8 am –5 pm

**Hays County Precinct 4 Office**

195 Roger Hanks Pkwy, Dripping Springs

8 am –5 pm

**Hays County Precinct 2 Office**

5458 FM 2770 at Crystal Meadow Dr., Kyle

8 am –5 pm

**Wimberley Community Center**

14068 Ranch Rd. 12, Wimberley

8 am –5 pm

**Texas State University**

LBJ Student Center

700 Student Center Dr., San Marcos

11 am –7 pm

**Thursday, October 27**

**Government Center Conference Room**

712 S. Stagecoach Trail, San Marcos

8 am –5 pm



**Hays County Health Department**

401 A Broadway St, San Marcos

8 am –5 pm

**Hays County Precinct 4 Office**

195 Roger Hanks Pkwy, Dripping Springs

8 am –5 pm

**Hays County Precinct 2 Office**

5458 FM 2770 at Crystal Meadow Dr., Kyle

8 am –5 pm

**Wimberley Community Center**

14068 Ranch Rd. 12, Wimberley

8 am –5 pm

**Texas State University**

LBJ Student Center

700 Student Center Dr., San Marcos

11 am –7 pm

**Friday, October 28**

**Government Center Conference Room**

712 S. Stagecoach Trail, San Marcos

8 am –5 pm

**Hays County Health Department**

401 A Broadway St, San Marcos

8 am –5 pm

**Hays County Precinct 4 Office**

195 Roger Hanks Pkwy, Dripping Springs

8 am –5 pm

**Hays County Precinct 2 Office**

5458 FM 2770 at Crystal Meadow Dr., Kyle

8 am –5 pm

**Wimberley Community Center**

14068 Ranch Rd. 12, Wimberley

8 am –5 pm

**Saturday, October 29**

**Government Center Conference Room**

712 S. Stagecoach Trail, San Marcos

7 am – 7 pm

**Hays County Health Department**

401 A Broadway St, San Marcos

7 am – 7 pm

**Hays County Precinct 4 Office**

195 Roger Hanks Pkwy, Dripping Springs

7 am – 7 pm

**Hays County Precinct 2 Office**

5458 FM 2770 at Crystal Meadow Dr., Kyle

7 am – 7 pm

**Wimberley Community Center**

14068 Ranch Rd. 12, Wimberley

7 am – 7 pm

**Belterra Welcome Center**

151 Trinity Hills Dr., Austin

7 am – 7 pm

**Sunday, October 30**

**Government Center Conference Room**

712 S. Stagecoach Trail, San Marcos

1 pm – 6 pm

**Hays County Health Department**

401 A Broadway St, San Marcos

1 pm – 6 pm

**Hays County Precinct 4 Office**

195 Roger Hanks Pkwy, Dripping Springs

1 pm – 6 pm

**Hays County Precinct 2 Office**

5458 FM 2770 at Crystal Meadow Dr., Kyle

1 pm – 6 pm

**Wimberley Community Center**

14068 Ranch Rd. 12, Wimberley

1 pm – 6 pm

**Belterra Welcome Center**

151 Trinity Hills Dr., Austin

1 pm – 6 pm

**Monday, October 31**

**Government Center Conference Room**

712 S. Stagecoach Trail, San Marcos

7 am – 7 pm

**Hays County Health Dept**

401 A Broadway St, San Marcos

7 am – 7 pm

**Hays County Precinct 4 Office**

195 Roger Hanks Pkwy, Dripping Springs

7 am – 7 pm

**Hays County Precinct 2 Office**

5458 FM 2770 at Crystal Meadow Dr., Kyle

7 am – 7 pm

**Wimberley Community Center**

14068 Ranch Rd. 12, Wimberley

7 am – 7 pm

**Tuesday, November 1**

**Government Center Conference Room**

712 S. Stagecoach Trail, San Marcos

7 am – 7 pm

**Hays County Health Department**

401 A Broadway St, San Marcos

7 am – 7 pm

**Hays County Precinct 4 Office**

195 Roger Hanks Pkwy, Dripping Springs

7 am – 7 pm

**Hays County Precinct 2 Office**

5458 FM 2770 at Crystal Meadow Dr., Kyle

7 am – 7 pm

**Wimberley Community Center**

14068 Ranch Rd. 12, Wimberley

7 am – 7 pm

**Buda City Hall -**

121 N Main St., Buda

7 am – 7 pm

**Wednesday, November 2**

**Government Center Conference Room**

712 S. Stagecoach Trail, San Marcos

7 am – 7 pm

**Hays County Health Department**

401 A Broadway St, San Marcos

7 am – 7 pm

**Hays County Precinct 4 Office**

195 Roger Hanks Pkwy, Dripping Springs

7 am – 7 pm

**Hays County Precinct 2 Office**

5458 FM 2770 at Crystal Meadow Dr., Kyle

7 am – 7 pm

**Wimberley Community Center**

14068 Ranch Rd. 12, Wimberley

7 am – 7 pm

**Buda City Hall -**

121 N Main St., Buda

7 am – 7 pm

**Thursday, November 3**

**Government Center Conference Room**

712 S. Stagecoach Trail, San Marcos

7 am – 7 pm

**Hays County Health Department**

401 A Broadway St, San Marcos

7 am – 7 pm

**Hays County Precinct 4 Office**

195 Roger Hanks Pkwy, Dripping Springs

7 am – 7 pm

**Hays County Precinct 2 Office**

5458 FM 2770 at Crystal Meadow Dr., Kyle

7 am – 7 pm

**Wimberley Community Center**

14068 Ranch Rd. 12, Wimberley

7 am – 7 pm

**Buda City Hall**

121 N Main St., Buda

7 am – 7 pm

**Friday, November 4**

**Government Center Conference Room**

712 S. Stagecoach Trail, San Marcos

7 am – 7 pm

**Hays County Health Department**

401 A Broadway St, San Marcos

7 am – 7 pm

**Hays County Precinct 4 Office**

195 Roger Hanks Pkwy, Dripping Springs

7 am – 7 pm

**Hays County Precinct 2 Office**

5458 FM 2770 at Crystal Meadow Dr., Kyle

7 am – 7 pm

**Wimberley Community Center**

14068 Ranch Rd. 12, Wimberley

7 am – 7 pm

**Buda City Hall**

121 N Main St., Buda

7 am – 7 pm

## EXHIBIT E



### **Travis County – Central County Station Staff**

- Counting Station Manager Michael Winn
- Tabulation Supervisor- Scott Flom
- Assistant Tabulation Supervisor Geetha Lingham
- Presiding Judge Maria Jimenez

### **Williamson County – Central County Station Staff**

- Kay Eastes, Counting Station Manager;
- Christopher J. Davis, Tabulation Supervisor;
- Misty Horne, Assistant to Tabulation Supervisor;
- Julie Seippel, Assistant to Tabulation Supervisor;
- Karen Adair, Presiding Judge; and,
- Jose Orta, Alternate Presiding Judge

## EXHIBIT F

# **Early Voting Ballot Board**

<b>Name</b>	<b>Party</b>	<b>Name</b>	<b>Party</b>
Anna Hearn-Darst	DEM	Adam Cahn	REP
Bill Hamilton	DEM	Alice Sheth	REP
Bunny Joubert	DEM	Carla Birk	REP
Caroline Reynolds	DEM	Carolyn Isbell	REP
Colleen Kain	DEM	Charlene Morris	REP
Cora Hilliard	DEM	Claire Smith	REP
Dale Albright	DEM	Deidre Faye Hebert	REP
David Rawlins	DEM	Diane Fulton	REP
Deborah Johnson	DEM	Doris Walls	REP
Frederick Fox	DEM	Emmy McDaniel	REP
Gloria Alva	DEM	Genie Sorensen	REP
Herman Prager	DEM	Glen Dickens	REP
Ida Jeppesen	DEM	Glen Hertenberger	REP
Janelle Ligarde	DEM	Grace Germany	REP
Jay Stein	DEM	Helen Hall	REP
Kate Whitaker	DEM	James Ritter	REP
Margaret Ellis	DEM	Jayent Sheth	REP
Margaret Kaylor	DEM	Joy Ann Vostatek	REP
May Schmidt	DEM	Julie Hertenberger	REP
Nancy Podio	DEM	Kay Crawley	REP
Patrice Schexnayder	DEM	Lauren Isbell	REP
Rachel Havens	DEM	Lieb Wallace Koehl	REP
Ramona Padilla	DEM	Mario Escamilla	REP
Roger Knudson	DEM	Mary Beaver	REP
Ronald Ellis	DEM	Mary Eichner	REP
Scott Stewart	DEM	Mary Ruth Allison	REP
Theresa Alvarez	DEM	Michael Morris	REP
Viola Lee	DEM	Murlene D Johnston	REP

Vivian Willis	DEM	Patricia Dollar	REP
		Ramona Callaway	
		Koehl	REP
		Richard Jacobsen	REP
		Roy Hill	REP
		Sharon Leach	REP
		Sheila Glass	REP
		Shirley Brinkman	REP
		Susan Friedrich	REP
		Vernona Thornton	REP
		Wanda O'Leary	REP

## EXHIBIT G

## CONTRACT FOR ELECTION SERVICES

**THIS CONTRACT FOR ELECTION SERVICES** (this "Contract") is made and entered into by and between ELECTIONS ADMINISTRATOR OF HAYS COUNTY, TEXAS ("Contracting Officer"), and CITY OF AUSTIN FULL 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 8 7, 2016 (the "Election");

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

**B. *Notification to District.*** Contracting Officer will provide District 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. 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 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 October 1, 2016 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 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 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 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.*** 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. below. Without limiting the

foregoing, the Contracting Officer will be responsible for the programming of the direct recording electronic voting devices (referred to as 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. 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 78666-7751 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 on November 3, 2014.

**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 aforementioned 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. *Pre-Clearance.*** Each of the Participating Entities 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 his 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 it 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. above. The District will be responsible for having a District representative serve as the custodian of all other election records.

**E. *Annual Voting Report.*** The District 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.

### **IV. PAYMENT**

**A. *Charges.*** In consideration for the joint election services provided by the Contracting Officer, District will be charged a programming fee and for the equipment lease as follows:

Electronic voting system programming and testing	\$ 375.00
Rental of voting equipment (Election Day & Early Voting)	

Number of DREs/eSlate systems 2 x rental rate of \$100.00 =	\$ 200.00
Number of DAUs/Disable Access Units 2 x rental rate of \$100.00 =	\$ 200.00
<u>Number of JBCs/ Judges Booth Comptroller 2 x rental rate of \$100.00 =</u>	<u>\$ 200.00</u>
Total =	\$ 975.00

**B. Payment.** Payment shall be made by check payable to HAYS COUNTY within 30 days after the receipt of the invoice and mailed to:

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

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 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 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 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.

## 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:

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 §II.P above.

**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. 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 District 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 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 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  
Tel: (512) 974-2211

**For the Contracting Officer:**

Joyce A. Cowan  
Elections Administrator  
Hays County  
712 S. Stagecoach Trail, Suite 1045  
San Marcos, TX 78666  
Tel: (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 expressed 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 expressed 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 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.

**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, 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.

**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 \_\_\_\_ DAY OF \_\_\_\_\_, 2016.

**CONTRACTING OFFICER:**  
**HAYS COUNTY**

\_\_\_\_\_  
Joyce A. Cowan, Election Administrator  
Hays County, Texas

WITNESS BY MY HAND THIS THE 16 DAY OF September, 2016.

**THE DISTRICT:**  
**CITY OF AUSTIN**

\_\_\_\_\_  
Janette Goodall, City Clerk  
City of Austin, Texas

ATTEST:

\_\_\_\_\_

## **JOINT ELECTION AGREEMENT FOR NOVEMBER 8, 2016 ELECTIONS**

Travis County (the "County") will be conducting general and special election for the Participating Entities listed in Exhibit A, which is attached to and incorporated into this agreement, on November 8, 2016. The Participating Entities require elections to be held on November 8, 2016 in those portions of Travis County as shown on the maps and metes and bounds descriptions in Exhibit B, also attached to and incorporated into this agreement.

Under Section 271.002, Texas Election Code, Texas's political subdivisions are authorized to hold elections jointly in voting precincts that common polling places can serve, if two or more political subdivisions' authorities order elections to be held on the same day in all or part of the same territory. And Texas Government Code Chapter 791 authorizes local governments to contract with one another and with state agencies for various governmental functions, including those in which the contracting parties are mutually interested.

It would benefit the County, the Participating Entities, and their respective citizens and voters to hold the elections jointly in the election precincts that common polling places can serve. Thus, the County and the Participating Entities enter into this joint election agreement.

### **I. Scope of Joint Election Agreement**

This agreement covers conducting the November 8, 2016 Joint General and Special Elections for the parties to this agreement to be held on November 8, 2016. The County and the Entities will hold these elections on November 8, 2016 ("Election Day") jointly for the voters in those portions of Travis County identified on the maps and descriptions in Exhibit B.

### **II. Election Officer**

The Participating Entities hereby appoint the Travis County Clerk, the election officer for Travis County, as the election officer to perform or supervise the County's duties and responsibilities involved in conducting the joint election covered by this agreement.

### **III. Early Voting**

Each of the Participating Entities agrees to conduct its early voting jointly. Each of the Participating Entities appoints the Travis County Clerk, the early voting clerk for Travis County, as the early voting clerk for the joint election. Early voting for the Participating Entities will be conducted at the dates, times, and locations to be mutually agreed upon by the election officer and authorized and ordered by the governing body of each Participating Entity.

#### **A. County Responsibilities**

1. The County will provide to the governing body of each Participating Entity a list of places, times, and dates of early voting suitable for consideration and adoption by the governing body, under Texas Election Code chapter 85.

2. The Travis County Clerk, as the early voting clerk, will be responsible for conducting early voting by mail and by personal appearance for all Travis County voters voting in the joint election. The Travis County Clerk will receive from each Participating Entity's regular early voting clerk applications for early voting ballots to be voted by mail, under Texas Election Code Title 7. The Travis County Clerk will send early voting ballots by mail and receive early voting ballots for early voting by mail. And the Travis County Clerk may appoint such deputy early voting clerks as necessary to assist the Travis County Clerk with voting to take place at the early voting locations.

3. The County will determine the number of election workers to hire to conduct early voting in the joint election. The Travis County Clerk will arrange or contract for training for all election workers and will assign all election workers employed for early voting in the joint election. The training of these election workers is mandatory; these individuals will be compensated for their time in training. The County will provide a training facility for election schools to train election workers employed in conducting early voting, including the mobile early voting program, early voting by personal appearance at main and temporary branch early voting polling places, early voting by mail, and other aspects of the early voting program for the joint election. The County will name early voting deputies and clerks employed to conduct early voting.

4. The County will provide and deliver all supplies and equipment necessary to conduct early voting for the joint election, including ballots, election forms, any necessary ramps, utility hook-ups, signs, registration lists and ballot boxes, to early voting polling places. The County will designate and confirm all early voting polling place locations.

5. The County will be responsible for preparing and transporting the electronic voting equipment necessary to conduct early voting. The County will perform all tests of voting equipment as required, including posting notice of equipment testing.

6. Under Election Code sections 66.058 and 271.010, the Participating Entities appoint the Travis County Clerk as the joint custodian of records for the sole purpose of preserving all voted ballots securely in a locked room in the locked ballot boxes for the preservation period that the Election Code requires.

7. The County will receive ballot language in both English and Spanish from each Participating Entity and format the ballots as needed to include these languages. The County will provide each Participating Entity with a final proof of ballot language for approval before printing the ballots. Upon final proof approval, ballots will be printed in an expedited timeframe so as to allow ballot allocations for the Early Voting by Personal Appearance Program, and the ballot mail outs for the Early Voting by Mail Program.

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



9. The County will be responsible for conducting the Early Voting Ballot Board. The County will designate a person to serve as the presiding judge for the Early Voting Ballot Board and will provide that information to the governing body of each Participating Entity for entry of an order by that authority appointing this official. The presiding judge for the Early Voting Ballot Board is eligible to serve in this capacity. The presiding judge for the Early Voting Ballot Board will appoint two or more election clerks, and the judge and clerks will compose the Early Voting Ballot Board and will count and return early voting ballots, and perform other duties the Election Code requires of it.

**B. Participating Entities' Responsibilities**

1. Each Participating Entity will appoint a qualified person to serve as the regular early voting clerk for the Participating Entity. The regular early voting clerk for each respective Participating Entity will receive requests for applications for early voting ballots to be voted by mail and will forward in a timely manner, as prescribed by law, any and all applications for early voting ballots to be voted by mail, received in the Entity's office, to the Travis County Clerk.

2. Each Participating Entity will appoint a qualified person to act as custodian of records for the Participating Entity to perform the duties imposed by the Election Code on the custodian of records for its respective entity.

3. Each Participating Entity will provide ballot language for the respective portion of the official ballot to the County in both English and Spanish. The Entity must make any additions, modifications, deletions, or other changes to such ballot contents or language before the Entity's final proof approval. The County will provide the Participating Entity with a final proof of ballot language, as it is to appear on the ballot, for final proof approval. Upon final proof approval, the ballot will be programmed for the voting equipment in an expedited timeframe so as to allow ballot allocations for the Early Voting by Personal Appearance Program, and the printed ballot mail outs for the Early Voting by Mail Program.

**IV. Election Day**

**A. County Responsibilities**

1. The County will designate and confirm all Election Day polling place locations for the joint election, and will forward such information to the Participating Entities in a timely fashion to allow the governing body of the respective Participating Entities to enter orders designating such polling places and for the Entities to submit to the U.S. Department of Justice for review before Election Day.

2. The County will designate the presiding election judge and the alternate presiding election judge to administer the election in the precinct in which a common polling place is to be used and will forward such information to the Participating Entities to allow the governing bodies of the respective Participating Entities to enter appropriate orders designating such officials before the election. The presiding election judge and alternate presiding election judge must be qualified voters of the Travis County election precinct in which the joint election is held.

The presiding election judge for the precinct in which a common polling place is used may appoint election clerks as necessary to assist the judge in conducting the election at the precinct polling place. The alternate presiding election judge may be appointed as a clerk. The alternate presiding election judge may serve as the presiding election judge for the precinct in the presiding election judge's absence. Election judges and clerks will be compensated at the rate established by the County. The Texas Election Code and other applicable laws will determine compensable hours.

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

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

5. The County will arrange for election-day voter registration precinct lists for the joint election. The County will determine the amount of election supplies needed for Election Day voting.

6. The County, by and through the County Clerk's Elections Division, and Administrative Operations, will be responsible for preparing and transporting voting equipment and election-day supplies for use on Election Day.

7. The County, by and through the County Voter Registrar, will provide the list of registered voters as needed in the overlapping jurisdictions identified in the attached exhibits, with designation of registered voters in each Participating Entity, for use at the joint election day polling place on Election Day.

8. The common polling place is designated as the polling place that the County uses. At the common polling place, a single ballot box will be used for depositing all ballots cast in the joint election. At this polling place, one voter registration list and one combination poll list and signature roster form will be kept for the joint election. The final returns for each Participating Entity and the County will be canvassed separately by each respective Participating Entity. The Travis County Clerk will maintain a return center on Election Day for the purpose of receiving returns from the County. The Travis County Clerk will provide unofficial election results to the qualified individual appointed by each Participating Entity.

9. On Election Day, the Travis County Clerk or the clerk's Elections Division will field all questions from election judges.



10. The County will make available translators capable of speaking English and Spanish to assist Spanish-speaking voters in understanding and participating in the election process in the territory covered by this agreement.

**B. Participating Entities' Responsibilities**

1. Before Election Day, each Participating Entity will answer questions from the public with respect to the Participating Entity's election during regular office hours of 8:00 a.m. – 5:00 p.m.

2. The custodian of records for each Participating Entity will receive returns from the Travis County Clerk on Election Day.

**V. Election Night**

**A. County Responsibilities**

1. The County will be responsible for all activities on election night, including setting up a central counting station, coordinating and supervising the results tabulation, coordinating and supervising the physical layout of the support stations that are the joint election's receiving substations, and coordinating and managing election media coverage.

2. The County is responsible for transporting voted ballot boxes to the central counting station.

3. The County will appoint the presiding judge and alternate presiding judge of the central counting station to maintain order at the central counting station, to administer oaths as necessary, to receive sealed ballot boxes, and to perform such other duties that the Texas Election Code requires, and will forward such information to each Participating Entity in a timely fashion to allow the governing body of each Participating Entity to enter appropriate orders designating such election officials before the election. The presiding judge of the central counting station may appoint clerks to serve at the central counting station. In addition, the County will appoint a tabulation supervisor to be in charge of operating the automatic tabulating equipment at the central counting station; an individual to serve as central counting station manager; and an assistant counting station manager to be in charge of administering the central counting station and generally supervising the personnel working at the central counting station. The County will forward such information to each Participating Entity in a timely fashion to allow the governing body of each Participating Entity to enter appropriate orders designating such election officials before the election.

4. The County will provide the Participating Entities with reasonable space in a public area adjacent to the central counting station at which each Participating Entity may have representatives or other interested persons present during the counting process.

## **B. Participating Entities' Responsibilities**

1. Other than receiving returns from the Travis County Clerk, the Participating Entities have no role or responsibility on the night of the election.

## **VI. County Resources**

A. The County will provide the Elections Division permanent staff and offices to administer the joint election, under the Travis County Clerk's direction.

B. For early voting, the County will provide a locked and secure area in which voted ballot boxes will be stored until the Early Voting Ballot Board convenes. The County, by and through Administrative Operations, will be responsible for transporting the ballot boxes to the central counting station for the Early Voting Ballot Board.

C. The County will be responsible for providing and maintaining voting equipment and testing any voting equipment as required by the Texas Election Code.

D. The County will process the payroll for all temporary staff hired to conduct the joint election. The payroll processing includes statutory reporting and providing W-2 forms where applicable.

E. The County will conduct early voting as indicated in this agreement.

## **VII. Joint Election Costs; Payment**

A. Transmitted with this agreement is a check payable to Travis County from each Participating Entity, in the amount equal to the deposit identified for each Entity in the Cost Estimate attached as Exhibit C, which is also incorporated into this agreement. This deposit represents approximately 75% of the costs of each Participating Entity's share of the estimated election costs. The County will submit an invoice to each Participating Entity for the balance of the Participating Entity's actual joint election expenses upon the election's completion. Joint-election expenses include expenses for facilities, personnel, supplies, and training that the County actually incurs for establishing and operating all early voting and election-day activities at the polling place in the joint election territory as well as activities related to tabulating votes, all as reflected on the Cost Estimate. Each Participating Entity will pay the total amount of its invoice within thirty (30) days of receiving it.

B. In the event of a recount, the expense of the recount will be borne by the Participating Entity involved in the recount on a pro-rata basis.

C. In the event a Participating Entity cancels its respective election because of unopposed candidates under Texas Election Code Title I, subchapter C, the Participating Entity will be responsible for its respective share of election expenses incurred through the date that the election is canceled as allocated to the cancelling entity based on the formula in the Cost

Estimate, adjusted for the actual expenses incurred by the County through the date of the cancellation. When the Participating Entity cancels its election, the County will recalculate the allocation percentages among the remaining Entities according to the formula used in the Cost Estimate.

D. In the event there are any expenses associated with processing a ballot arising from a write-in candidate, the Participating Entity that received the declaration will bear the expenses.

E. A Participating Entity that establishes an early voting polling place, other than one that was mutually agreed upon by all Participating Entities, will bear the expense of doing so. The Cost Estimate for each individual Participating Entity will include additional polling locations for each Participating Entity, as set forth in Exhibit C.

## **VIII. General Provisions**

### **A. Legal Notices**

Each of the Participating Entities will be individually responsible for preparing the election orders, resolutions, notices, and other pertinent documents for adoption or execution by its own respective governing board and for all related expenses. *Each of the Participating Entities will be individually responsible for obtaining appropriate preclearance, if necessary, from the United States Department of Justice.* The Travis County Clerk will provide each Participating Entity information on changes affecting the Participating Entity's election, such as polling place changes and changes in voting equipment, when such changes are confirmed, verified, or otherwise become known to the clerk's office. Each of the Participating Entities will be individually responsible for posting or publishing election notices and for all related expenses. Each of the Participating Entities further will be individually responsible for election expenses incurred in relation to any polling place that is not a common polling place as designated in this agreement.

### **B. Communication**

Throughout this agreement's term, the Travis County Clerk or the clerk's employee will meet as necessary with the designated representative of each Participating Entity to discuss and resolve any problems that might arise regarding the joint election.

### **C. Custodian**

The Travis County Clerk will serve as the custodian of the keys to the ballot boxes for voted ballots in the joint election.

### **D. Effective Date**

This agreement takes effect upon its complete execution by all Participating Entities and the County. The obligation of each Participating Entity to the County under this agreement will not end until the entity pays the County its share of the joint election costs.

## **IX. Miscellaneous Provisions**

### **A. Amendment/Modification of Exhibits A, B, and C**

1. The Participating Entities acknowledge and agree that Exhibits A, B, and C may be amended to add or remove entities wishing to participate or cease participating in the agreement. The Participating Entities agree to future amendments of Exhibits A, B, and C and authorize the County to enter into such amendments without the Entities' having to sign the future amendments. The County agrees to notify all Participating Entities of any amendments to Exhibits A, B, and C.

2. Except as otherwise provided, this Agreement may not be amended in any respect whatsoever except by a further agreement in writing, duly executed by the parties to this agreement. No official, representative, agent, or employee of the County has any authority to modify this Agreement except by express authorization from the Travis County Commissioners Court. No official, representative, agent, or employee of any Participating Entity has any authority to modify this agreement except by express authorization from the governing body of the respective Participating Entity. The Travis County Clerk may propose necessary amendments to this agreement in writing in order to conduct the joint election smoothly and efficiently. The Travis County Commissioners Court and the governing body of the respective Participating Entity, however, must approve any proposal.

### **B. Notice**

Any notice to be given in this agreement, by any party to the other, must be in writing and delivered personally or by certified mail, return receipt requested, to the proper party at the addresses listed in Exhibit A.

Each party may change the address for notice to it by giving notice of the change under this section's terms.

### **C. Force Majeure**

In the event that the County cannot perform any of its obligations in this agreement or is interrupted or delayed by any occurrence not occasioned by its own conduct, whether it be an act of God, the result of war, riot, civil commotion, sovereign conduct, or like reason, then the County will be excused from performing for such period of time as is reasonably necessary after such occurrence to remedy its effects.

### **D. Venue and Choice of Law**

The Participating Entities agree that venue for any dispute arising under this agreement will lie in the appropriate courts of Austin, Travis County, Texas. This agreement is governed by and construed under the laws of Texas and the United States of America.

**E. Entire Agreement**

This agreement contains the parties' entire agreement relating to the rights granted and the obligations assumed in it, and it supersedes all prior agreements, including prior election services contracts relating to each Participating Entity's May 10, 2014 election. Any prior agreements, promises, negotiations, or representations not expressly contained in this agreement are of no force or effect. Any oral representations or modifications concerning this agreement have no force or effect, except a subsequent amendment in writing as this agreement provides.

**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 will not affect the agreement's remaining provisions; and its parties will perform their obligations under the agreement's surviving terms and provisions.

**G. Breach**

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

**H. Payments from Current Revenues**

Payments made by the Participating Entities in meeting their obligations under this agreement will be made from current revenue funds available to the governing body of the respective Participating Entity. Payments made by the County in meeting its obligations under this agreement will be made from current revenue funds available to the County.

**I. Other Instruments**

The Participating Entities agree that they will execute other and further instruments or any documents as may become necessary or convenient to effectuate and carry out this agreement's purposes.

**J. Third Party Beneficiaries**

Except as otherwise provided in this agreement, nothing in this agreement, expressed or implied, is intended to confer upon any person, other than the parties to it, any of its benefits, rights or remedies.

**K. Other Joint Election Agreements**

The County and the Participating Entities expressly understand and acknowledge that each may enter into other joint election agreements with other political subdivisions, to be held on Election

Day and at common polling places covered by this agreement, and that the addition of other political subdivisions as parties to this agreement will require amending Exhibits A, B, and C.

**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 Texas Civil Practice and Remedies Code section 154.023. Unless both parties are satisfied with the mediation's result, the mediation will not constitute a final and binding resolution to the dispute. All communications within the scope of the mediation will remain confidential as described in section 154.023, unless both parties agree, in writing, to waive the confidentiality. Despite this, 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.     Counterparts**

This Agreement may be executed in multiple counterparts, all of which will be deemed originals and with the same effect as if all parties to it had signed the same document. All of such counterparts will be construed together and will constitute one and the same agreement.

The parties to this agreement have executed it in multiple copies, each of equal dignity, on this \_\_\_\_ day of \_\_\_\_\_, 2016.

**TRAVIS COUNTY**

BY:

\_\_\_\_\_  
Sarah Eckhardt  
County Judge

BY:

  
Dana DeBeauvoir  
County Clerk

## PARTICIPATING ENTITIES

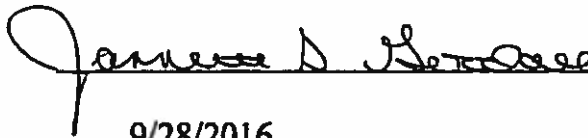
Name of Participating Entity    City of Austin

Address                                PO Box 1088

Austin, TX 78767

Name of Authorized Signatory   Jannette S. Goodall

Signature

A handwritten signature in dark ink, appearing to read "Jannette S. Goodall", written over a horizontal line.

Date signed

9/28/2016



## **EXHIBIT A**

### **Municipalities**

**City of Austin  
City of Jonestown  
City of Lago Vista  
City of Manor  
City of Pflugerville  
City of Sunset Valley  
Village of Point Venture  
Village of Volente**

### **School Districts**

**AISD  
Austin Community College District  
Leander ISD  
Manor ISD  
Round Rock ISD**

### **Municipal Utility Districts**

**Cascades Municipal Utility District No. 1 (New)  
North Austin Municipal Utility District No. 1 (in Travis & Williamson Counties)  
Travis County Municipal Utility District No. 11  
Wells Branch Municipal Utility District  
Williamson-Travis County Municipal Utility District No. 1**

### **Emergency Services Districts**

**Travis County ESD No. 7 (New)  
Travis County ESD No. 14**

### **LIBRARY DISTRICTS**

**Wells Branch Library District**

### **OTHER**

**Lost Creek Limited District  
Tanglewood Forest Limited District**

**EXHIBIT B**  
**MAPS AND DESCRIPTIONS**

**EXHIBIT C**  
**COST ESTIMATE**



RECEIVED

AUG 25 2016

WC ELECTIONS W-I

AUSTIN CITY

THE STATE OF TEXAS  
COUNTY OF WILLIAMSON

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

AUSTIN CITY CLERK  
RECEIVED

2016 AUG 29 AM 10 15

THIS Joint Election Agreement and Contract for Election Services ("Contract") is made by and between the Williamson County Elections Administrator ("Elections Administrator") and political subdivisions ("Participating Authority" or "Participating Authorities") located entirely or partially inside the boundaries of Williamson County. The complete list of Participating Authorities will be available after the final day to cancel an election as prescribed by the Secretary of State's election calendar and will be listed as Attachment A.

This Contract is made pursuant to Texas Election Code Sections 31.092 and 271.002 and Texas Education Code Section 11.0581 for a joint election to be held on the uniform election date of November 8, 2016, and administered by, Christopher Davis, Williamson County Elections Administrator. This Contract supersedes any and all prior contracts and agreements to conduct joint elections between a Participating Authority and the Williamson County Elections Office.

**RECITALS**

**WHEREAS**, each Participating Authority listed above plans to hold an election on November 8, 2016;

**WHEREAS**, Williamson County owns an electronic voting system, the Election System and Software (ES&S) Ivotronic/M100/M650 Voting System (Version 3.0.1.1), which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and is compliant with the accessibility requirements for persons with disabilities set forth by Texas Election Code Section 61.012. The Participating Authorities desire to use Williamson County's electronic voting system, to compensate Williamson County for such use, and to share in certain other expenses connected with joint elections, in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended, and

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

**I. ADMINISTRATION**

The Participating Authorities agree to hold a "Joint Election" with Williamson County and each other in accordance with Chapter 271 of the Texas Election Code and this Contract. The Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this Contract. Each Participating Authority agrees to pay the Elections Administrator for equipment, programming, election personnel, supplies, services, and administrative costs as provided in this Contract. The Elections Administrator shall serve as the Election Officer for the Joint Election; however, each Participating Authority shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of each Participating Authority as necessary.

It is understood that other political subdivisions and districts may wish to participate in the use of Williamson County's electronic voting system and polling places, and it is agreed that the Elections Administrator may enter into other contracts for election services for those purposes, on terms and conditions generally similar to those set forth in this Contract. In such cases, costs shall be pro-rated among the participants according to Section XI of this Contract.

**II. LEGAL DOCUMENTS**

Each Participating Authority shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or the Participating Authority's governing body, charter, or ordinances, except that the Elections Administrator shall be responsible for the preparation and publication of all voting equipment testing notices that are required by the Texas Election Code. Election orders should include language that would not necessitate amending the order if any of the Early Voting and/or Election Day polling places change.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of each Participating Authority, including providing the text in English and Spanish. Each Participating Authority shall provide a copy of their respective election orders and notices to the Elections Administrator.

### **III. VOTING LOCATIONS**

The Elections Administrator shall select and arrange for the use of and payment for all Election Day voting locations. Voting locations shall be compliant with the accessibility requirements established by Election Code Section 43.034 and the Americans with Disabilities Act (ADA). The proposed Election Day voting locations are listed in Attachment B of this Contract and may be amended. In the event a voting location is not available or appropriate, the Elections Administrator will arrange for use of an alternate location. The Elections Administrator shall notify the Participating Authorities of any changes from the locations listed in Attachment B.

If polling places for the November 8, 2016 Joint Election are different from the polling place(s) used by a Participating Authority in its most recent election, the Participating Authority agrees to post a notice no later than November 8, 2016 at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and listing the Participating Authority's polling place names and addresses in effect for the November 8, 2016 election. This notice shall be written in both the English and Spanish languages.

### **IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL**

The Elections Administrator will recruit all election workers.

The Elections Administrator will take the necessary steps to insure that all election judges appointed for the Joint Election are eligible to serve and meet the eligibility requirements in Subchapter C of Chapter 32 of the Texas Election Code and meet any requirements to serve as an Election Worker set forth by the Williamson County Commissioners Court.

The Elections Administrator shall arrange for the training and compensation of all election judges, clerks, and election personnel. The Elections Administrator shall arrange for the date, time, and place for the presiding election judges to pick up their election supplies. As set forth in Sec. 32.009 of the Texas Election Code, each presiding election judge and alternate presiding judge shall be given written notice of their appointment. The notice from the Elections Administrator will include the time and location of training and distribution of election supplies and the number of election clerks the presiding judge may appoint.

Each election judge and clerk will receive compensation at the hourly rate established by Williamson County pursuant to Texas Election Code Section 32.091. The election judge, or his designee, will receive an additional sum of \$25.00 for picking up the election supplies prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close.

The compensation rates established by Williamson County are:

Early Voting – Early Voting Supervisor (\$12 an hour), Clerks (\$10 an hour)  
Early Voting – EV Mobile Team: Supervisor (\$14 an hour), Clerks (\$12 an hour)  
Election Day – Presiding Judge (\$12 an hour), Alternate Judge (\$10 an hour), Clerk (\$10 an hour)

Election judges and clerks who attend voting equipment and procedures training shall be compensated at the hourly rates listed above. Election poll workers will be paid a flat fee of \$25.00, one time annually (per calendar year) for 100% completion of the Williamson County online poll worker training program.

The Elections Administrator may employ other personnel as necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of supplies during Early Voting and on Election Day, for the efficient tabulation of ballots at the central counting station, and for the post-election processes conducted by warehouse personnel. Part-time personnel working in support of the Early Voting Ballot Board and/or central counting station on Election Night will be compensated at the hourly rate set by Williamson County in accordance with Election Code Sections 87.005, 127.004, and 127.006.

In accordance with Sec. 31.098 of the Texas Election Code, the Elections Administrator 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 Elections Administrator and reimbursed by the Participating Authorities.

## **V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT**

The Elections Administrator shall arrange for all election supplies and voting equipment including, but not limited to, Williamson County's electronic voting system and equipment, official ballots, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the election judges at the voting locations. The Elections Administrator shall ensure availability of tables and chairs at each polling place and shall procure rented tables and chairs for those polling places that do not have a sufficient number of tables and/or chairs. The Elections Administrator shall be responsible for conducting all required testing of the electronic equipment, as required by Chapters 127 and 129 of the Texas Election Code.

Joint participants shall share voting equipment and supplies to the extent possible. A single ballot containing all the offices or propositions stating measures to be voted on at a particular polling place may be used in a joint election. A voter may not be permitted to select a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap. The Elections Administrator shall provide the necessary voter registration information, maps, instructions, and other information needed to enable the election judges in the voting locations that have more than one ballot style to conduct a proper election.

Each Participating Authority shall furnish the Elections Administrator with a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles of offices and text in both English and Spanish languages). The Participating Authorities are required to submit information in a format or template requested by the Elections Office. Each Participating Authority shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions. Each Participating Authority shall also be responsible for proofing and approving the audio recording of the ballot insofar as it pertains to that authority's candidates and/or propositions.

In the event a Participating Authority identifies an error after approval of their respective ballot proof(s), and any programming and/or audio files require changes, the Participating Authority approving the original ballot and audio proof will be responsible for the full cost of reprogramming, if required. This will include the cost of reprogramming ballot language and/or audio files for other Participating Authorities as necessary due to software limitations.

Early Voting by Personal Appearance and/or the use of Vote Centers, Texas Election Code Section 43.007, on Election Day shall be conducted exclusively on Williamson County's iVotronic electronic voting system. Provisional ballots will be cast on paper ballots.

The Elections Administrator shall be responsible for the programming, preparation, testing, and delivery of the voting system equipment for the election as required by the Election Code.

The Elections Administrator shall conduct criminal background checks for relevant election officials, staff, and temporary workers upon hiring as required by Election Code 129.051(g).

## **VI. EARLY VOTING**

The Participating Authorities agree to conduct joint Early Voting and to appoint the Election Administrator as the Early Voting Clerk in accordance with Sections 31.097 and 271.006, Texas Election Code. Each Participating Authority agrees to appoint the Elections Administrator's permanent county employees as Deputy Early Voting clerks. The Participating Authorities further agree that the Elections Administrator may appoint other Deputy Early Voting clerks to assist in the conduct of Early Voting as necessary, and that these additional Deputy Early Voting clerks shall be compensated at an hourly rate set by Williamson County pursuant to Section 83.052 of the Texas Election Code. Deputy Early Voting clerks who are permanent employees of the Williamson County Elections Administrator may be paid from the election services contract fund for contractual duties performed outside of normal business hours (Sec. 31.100(e), Texas Election Code).

Early Voting by personal appearance will be held at the locations, dates, and times listed in Attachment C of this document and may be amended. In the event a voting location is not available or appropriate, the Elections Administrator will arrange for use of an alternate location. The Elections Administrator shall notify the Participating Authorities of any changes from the locations listed in Attachment C. Any Williamson County qualified voter of the Joint Election may vote early by personal appearance at any one of the joint Early Voting locations.

As Early Voting Clerk, the Elections Administrator shall receive applications for Early Voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for Early Voting ballots to be voted by mail received by the Participating Authorities shall be forwarded immediately by fax or courier to the Elections Administrator for processing. The address of the Early Voting Clerk is as follows:

Mailing Address  
Early Voting Clerk  
Williamson County Elections Office  
PO Box 209  
Georgetown, TX 78627

Physical Location  
Early Voting Clerk  
301 SE Inner Loop, Suite 104  
Georgetown, TX 78626

After the first day of Early Voting, the Elections Administrator shall post on the Williamson County Elections Office webpage, the Early Voting turnout by Early Voting polling location by day and a cumulative final Early Voting turnout report following the close of Early Voting.

#### **VII. EARLY VOTING BALLOT BOARD**

Williamson County shall appoint an Early Voting Ballot Board (EVBB) to process Early Voting results from the Joint Election. The Presiding Judge, with the assistance of the Elections Administrator, shall appoint two or more additional members to constitute the EVBB. The Elections Administrator shall determine the number of EVBB members required to efficiently process the Early Voting ballots.

#### **VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS**

The Elections Administrator will take the necessary steps for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this Contract.

The Counting Station Manager or an approved representative shall deliver timely cumulative reports of the election results as precincts report to the central counting station and are tabulated. The Counting Station Manager shall be responsible for releasing unofficial cumulative totals and precinct returns from the election to the joint participants, candidates, press, and general public by distribution of hard copies at the central counting station and by posting to the Williamson County Elections Office webpage. To ensure the accuracy of reported election returns, results printed on the tapes produced by Williamson County's voting equipment will not be released to the Participating Authorities at any individual polling locations.

The Elections Administrator will prepare the unofficial canvass reports that are necessary for compliance with Election Code Section 67.004, after all precincts have been counted and will deliver a copy of the unofficial canvass to each Participating Authority as soon as possible after all returns have been tabulated. Each Participating Authority shall be responsible for the official canvass of its respective election(s). The official canvass of election shall not take place before November 16, 2016 and no later than November 22, 2016.

The Elections Administrator will prepare the electronic precinct-by-precinct results reports for uploading to the Secretary of State as required by Section 67.017 of the Election Code. Each Participating Authority agrees to upload these reports.

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



## **IX. PARTICIPATING AUTHORITIES WITH TERRITORY OUTSIDE WILLIAMSON COUNTY**

Williamson County Elections will consider conducting elections in territories outside of Williamson County on a case-by-case basis.

## **X. RUNOFF ELECTIONS**

Each Participating Authority shall have the option of extending the terms of this Contract through its runoff election, if applicable. In the event of such runoff election, the terms of this Contract shall automatically extend unless the Participating Authority notifies the Elections Administrator in writing within 3 business days of the original election.

Each Participating Authority shall reserve the right to reduce the number of Early Voting locations and/or Election Day voting locations in a runoff election. If necessary, any voting changes made by a Participating Authority between the original election and the runoff election shall be submitted by the authority making the change to the United States Department of Justice for the preclearance required by the Federal Voting Rights Act of 1965, as amended.

Each Participating Authority agrees to order any runoff election(s) at its meeting for canvassing the votes from the November 8, 2016 election and to conduct its drawing for ballot positions at or immediately following such meeting in order to expedite preparations for its runoff election.

Each Participating Authority eligible to hold runoff elections after the November 8, 2016 Uniform Election Date agrees that the date of a necessary runoff election shall be held in accordance with the Election Code.

## **XI. ELECTION EXPENSES AND ALLOCATION OF COSTS**

**Charges.** In consideration for the joint election services provided hereunder by the Elections Administrator, the Participating Authorities will be charged a share of election costs, an administrative fee, and for the lease of voting equipment.

1. **Share of Election Costs.** Each Participating Authority's share of election costs will be (i) a base fee of \$1,000.00, (ii) plus a pro rata share of the total of all costs incurred by the Elections Administrator in connection with the administration of elections of other entities held at the same time as the election. The sum of the base charges from all Participating Authorities will be subtracted from the total of all costs before allocating the remaining costs to each Participating Authority. Each Participating Authority's share of the remaining (allocated) costs will be determined as follows: The number of registered voters in each individual Participating Authority will be divided by the number of all registered voters of all Participating Authorities to determine each entity's pro rata share expressed as a percentage, which will then be multiplied against each of the allocated costs (remaining costs after base charges are subtracted) as itemized on the final Total Cost report/invoice submitted to each Participating Authority after the election. The end result will be a charge to the Participating Authority of \$1,000.00 plus the Participating Authority's allocated share of county-wide election costs not covered by the sum of all base fees received.

2. **Lease of Voting Equipment.** Per Texas Election Code Section 123.032(d), 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

The Participating Authority'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 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.

3. **Administrative Fee.** Each Participating Authority agrees to pay the Williamson County Elections Administrator an administrative fee equal to ten percent (10%) of its total billable costs in accordance with Section 31.100(d) of the Texas Election Code.

The Elections Administrator shall deposit all funds payable under this Contract into the appropriate fund(s) within the Williamson County treasury in accordance with Election Code Section 31.100.

## **XII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION**

Any Participating Authority may withdraw from this Contract and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code.

## **XIII. RECORDS OF THE ELECTION**

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

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

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

## **XIV. RECOUNTS OR CONTESTED ELECTION**

A recount may be obtained as provided by Title 13 of the Texas Election Code. By signing this document, the presiding officer of the contracting Participating Authority agrees that any recount shall take place at the offices of the Elections Administrator or at a location of the Elections Administrator's choosing, and that the Elections Administrator shall serve as Recount Supervisor and the Participating Authority's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

In the event of a contested election, the expenses of a new election ordered by a court of competent jurisdiction or Participating Authority will be paid for and by the Participating Authority in accordance with Texas Election Code 221.014

The Elections Administrator agrees to provide advisory services to each Participating Authority as necessary to conduct a proper recount.

## **XV. MISCELLANEOUS PROVISIONS**

1. The Elections Administrator shall file copies of this document with the Williamson County Treasurer and the Williamson County Auditor in accordance with Section 31.099 of the Texas Election Code.
2. Nothing in this Contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this Contract or a violation of the Texas Election Code.
3. This Contract shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.
4. In the event that one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
5. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.
6. The waiver by any party of a breach of any provision of this Contract shall not operate as or be construed as a waiver of any subsequent breach.
7. Any amendments of this Contract shall be of no effect unless in writing and signed by all parties hereto.
8. Participating Authority agrees to act in good faith in the performance of this agreement, and shall immediately contact and notify the Elections Administrator of any potential problems or issues relevant to the subject matter of this contract.

## **XVI. COST ESTIMATES AND DEPOSIT OF FUNDS**

The total *estimated* cost for the November 8, 2016 election is \$700,000.00 and is based partly on the cost of the November 4, 2014 joint general special elections. After the final determination has been made of whom the Participating Authorities will be and the Contracts are fully executed, the Elections Administrator shall provide each Participating Authority with an official cost estimate. Each Participating Authority's percent share of the estimated total cost is based on the number of registered voters and further described in Section XI.1. of this Contract. Each Participating Authority agrees to pay the Williamson County Elections Administrator a deposit of 50% of the *estimated obligation* no later than 15 days after receiving the official cost estimate. As soon as reasonably possible after the election, the Elections Administrator will submit an itemized invoice to each Participating Authority based on the actual expenses (supported by documentation such as time sheets, compensation forms, and invoices) directly attributable to the services provided by the Elections Administrator. The exact amount of each Participating Authority's obligation under the terms of this Contract shall be calculated after the election (or runoff election, if applicable); and, if the amount of an Authority's total obligation exceeds the amount deposited, the authority shall pay to the Elections Administrator the balance due within 30 days after the receipt of the final invoice from the Elections Administrator. However, if the amount of the authority's total obligation is less than the amount deposited, the Elections Administrator shall refund to the authority the excess amount paid within 30 days after the final costs are calculated.

**REMAINDER OF PAGE LEFT BLANK INTENTIONALLY**

**ATTACHMENT A**  
**(To be provided after the final day to cancel an election as prescribed**  
**by the Texas Secretary of State's Election Law Calendar)**

**List of Participating Authorities (to be determined)**

**ATTACHMENT B**

**Election Day voting locations (to be determined)**

**ATTACHMENT C**

**Early Voting Schedule with Voting Locations (to be determined)**

**XVII. SIGNATURE PAGE (Separate Page)**

WITNESS BY MY HAND THIS THE 26<sup>th</sup> DAY OF AUGUST, 2016.

**ELECTIONS ADMINISTRATOR:**



Christopher Davis, Elections Administrator  
Williamson County Texas

WITNESS BY MY HAND THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016

**PARTICIPATING AUTHORITY:**

Name of Participating Authority: City of Austin

By: Jannette S. Goodhue

Printed Name: JANNETTE S. Goodhue

Official Capacity: City Clerk

ATTEST:

\_\_\_\_\_