

**ORDINANCE NO. 20160407-005**

**AN ORDINANCE AMENDING ORDINANCE NO. 20160217-001, WHICH ORDERED THE MAY 7, 2016 SPECIAL ELECTION, BY REPEALING AND REPLACING EXHIBITS A, B, C, D, E, F, AND G WITH NEW EXHIBITS THAT ADOPT CHANGES TO ELECTION DAY AND EARLY VOTING POLLING PLACES, LIST ELECTION DAY JUDGES, CENTRAL COUNTING STATION STAFF, AND EARLY VOTING BALLOT BOARD MEMBERS, AND ATTACH EXECUTED JOINT ELECTION AGREEMENTS; REPEALING AND REPLACING LANGUAGE REGARDING NOTICE OF THE ELECTION; AND DECLARING AN EMERGENCY.**

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

**PART 1.** Ordinance No. 20160217-001 ordering the May 7, 2016 special election to submit to the voters an ordinance initiated by petition relating to Transportation Network Companies is amended to repeal Exhibits A, B, C, D, E, F, and G, and to replace them with new exhibits as follows: signed copy in English and Spanish of the ordinance calling the election and establishing ballot language (Exhibit A), list of election day polling places (Exhibit B), list of election day presiding judges and alternate judges (Exhibit C), list of early voting polling places (Exhibit D), list of central counting station staff (Exhibit E), list of early voting ballot board members (Exhibit F), attachment of joint election agreements (Exhibit G), all attached and incorporated herein by reference.

**PART 2.** Part 5(a) of Ordinance No. 20160217-001 shall be repealed and replaced with the following:


Notice of this election shall be given by posting and publishing a substantial copy of this ordinance in both English and Spanish. Publication: Notice of this election shall be published in accordance with law, at least once, not earlier than the 30<sup>th</sup> day or later than the 10<sup>th</sup> day before election day, in a newspaper published in the territory that is covered by the election and is in the jurisdiction of the authority responsible for giving the notice. Posting: Notice of this election shall be posted in accordance with law, at the City Hall notice kiosk, not later than the 21<sup>st</sup> day before election day, and shall remain continuously posted through election day.

**PART 3.** The Council finds that the need to adopt and publish polling locations and the lists of judges for this election constitutes an emergency. Because of this emergency, this ordinance takes effect immediately on its passage for the immediate preservation of the public peace, health, and safety.

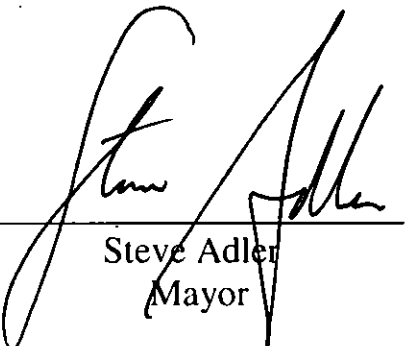
**PASSED AND APPROVED**

\_\_\_\_\_, April 7, 2016

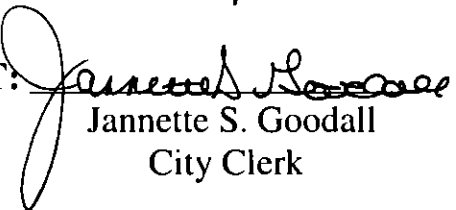
**APPROVED:**

  
\_\_\_\_\_  
Anne Morgan  
City Attorney

§  
§  
§

  
\_\_\_\_\_  
Steve Adler  
Mayor

**ATTEST:**

  
\_\_\_\_\_  
Jannette S. Goodall  
City Clerk

# **EXHIBIT A**

**Ordinance No. 20160217-001**

**ORDINANCE NO. 20160217-001**

**AN ORDINANCE ORDERING A SPECIAL ELECTION TO BE HELD IN THE CITY OF AUSTIN ON MAY 7, 2016 TO SUBMIT TO THE VOTERS AN ORDINANCE INITIATED BY PETITION RELATING TO TRANSPORTATION NETWORK COMPANIES; PROVIDING FOR THE CONDUCT OF THE ELECTION; AUTHORIZING THE CITY CLERK TO ENTER INTO JOINT ELECTION AGREEMENTS; AND DECLARING AN EMERGENCY.**

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

**PART 1.** A special municipal election shall be held in the City on May 7, 2016, to submit to the voters of the city an ordinance initiated by petition relating to the regulation of transportation network companies. The ballot shall be prepared to permit voting "for" or "against" the following proposition:

Shall the City Code be amended to repeal City Ordinance No. 20151217-075 relating to Transportation Network Companies; and replace with an ordinance that would repeal and prohibit required fingerprinting, repeal the requirement to identify the vehicle with a distinctive emblem, repeal the prohibition against loading and unloading passengers in a travel lane, and require other regulations for Transportation Network Companies?

**PART 2.** If the proposition provided in Part 1 is approved by the majority of voters voting at the election, Article 4 of Chapter 13-2 of the City Code is repealed and replaced as provided in the ordinance initiated by petition, with a new Article 4 of Chapter 13-2 to read:

**ARTICLE 4. TRANSPORTATION NETWORK COMPANY SERVICE.**

**§ 13-2-501 DEFINITION.**

TRANSPORTATION NETWORK COMPANY (TNC) is defined as an organization whether a corporation, partnership, sole proprietor, or other form, that provides on-demand transportation services for compensation using an online-enabled application (app) or platform to connect passengers with drivers.

**§ 13-2-502 TNC OPERATING AUTHORITY APPLICATION REQUIRED.**

- (A) A TNC may operate in accordance with the process set forth in this Article.
- (B) To obtain operating authority for a transportation network service, a person must make written application to the Austin Transportation Department (ATD). The application must be sworn or affirmed.
- (C) The application shall only require:
  - (1) The name, address, telephone number, and Texas driver's license number, if any, of the applicant and each officer, director, partner, and any other person who will participate in the business decisions of or who has the authority to enter contracts on behalf of the transportation network company.
  - (2) Certified copies of any documents required by state law to be filed for the business entity to legally exist, and a statement from the Texas Secretary of State certifying that the business is in good standing if state law requires the entity to file documents with the Texas Secretary of State.
  - (3) A description of the applicant's transportation network service experience.
  - (4) A detailed description of the proposed service.
  - (5) Proof of insurance coverage under this Article.
- (D) The ATD Director shall notify a TNC operating under this Article if the ATD Director determines that there is a reasonable basis to believe that the TNC is in violation of a provision of this Article. The ATD Director shall give the TNC a reasonable opportunity to cure a continuing violation of a provision of this Article.

**§ 13-2-503 TNC LOCAL PRESENCE REQUIRED.**

- (A) A TNC must maintain a website and provide a 24-hour customer service phone number and email address.

- (B) A TNC must maintain an agent for service of process in Austin, Texas.

**§ 13-2-504 DISCLOSURE OF FARE.**

Before a TNC trip is accepted, a rider must be able to view the estimated compensation, suggested compensation, or indication that no-charge is required for the trip. A TNC must transmit an electronic receipt documenting the origin and destination of each TNC trip, and the total amount paid upon completion of each trip.

**§ 13-2-505 DYNAMIC PRICING.**

- (A) If a TNC utilizes dynamic pricing through its software application to incentivize drivers in an effort to maximize the supply of available vehicles on the network to match the demand for rides and increase reliability, the software application must:
- (1) provide clear and visible indication that dynamic pricing is in effect prior to requesting a ride;
  - (2) include a feature that requires riders to confirm that they understand that dynamic pricing will be applied in order for the ride request to be completed;
  - (3) provide a fare estimator that enables the user to estimate the cost under dynamic pricing prior to requesting the ride; and
  - (4) during periods of abnormal market disruptions, dynamic pricing shall be prohibited.
- (B) As used in this section, "abnormal market disruptions" are defined as any change in the ground transportation market, whether actual or imminently threatened, resulting from stress of weather, convulsion of nature, failure or shortage of electric power or other source of energy, strike, civil disorder, war, military action, national or local emergency, or other cause of an abnormal disruption of the market which results in the declaration of a state of emergency by the governor.

#### **§ 13-2-506 IDENTIFICATION.**

A TNC app used to connect drivers to riders must display an accurate picture of drivers, and a picture or description of the type of vehicle, as well as the license plate number of the vehicle.

#### **§ 13-2-507 DATA REPORTING REQUIREMENTS.**

- (A) A TNC must maintain accurate records of all drivers providing service, and discontinued from providing service, through the platform. All information must be available for audit by a private, agreed-upon third party at any time, no more than four times per year. These audits shall be paid for by the TNC. Additionally, a TNC must comply with the following reporting requirements:
  - (1) A TNC shall provide quarterly reports to the City providing information on the effectiveness of the platform to address gaps in Austin's transportation network.
  - (2) The TNC reports required under this section must document and evaluate information, such as rider pickup and drop-off patterns (i.e. peak ridership times and popular pickup and drop-off locations), cost of trip (including a measure of the amount of time in dynamic pricing), length of trip, and ADA service comparison, in order to help the City evaluate the role of TNCs to address transportation issues, such as drunk driving and underserved community needs.
  - (3) The TNC reports required under this section must be provided to the City no later than 15 days after the end of the quarter.

#### **§ 13-2-508 ACCESSIBLE VEHICLE SERVICE.**

- (A) The TNC shall be required to set aside a sum equivalent to 10 cents for every ride originating in the City of Austin and use those funds to support the TNC's riders who require ADA accommodations, with the goal of accessible rides being met with wait times that are equivalent to those of other TNC rides.
- (B) Service animals must be reasonably accommodated by TNC drivers. If a service animal cannot be reasonably accommodated by a driver, the TNC

must identify an alternative transportation arrangement for the passenger and service animal.

- (C) A TNC shall conduct outreach events to community organizations with ADA-compliant vehicles to publicize the TNC's need for ADA vehicles and drivers with the goal of providing services to all passengers. A TNC shall report back to the City on results quarterly.
- (D) Three months after initiating operations in the City, the TNC must have an accessible service request indicator available on the app. Once the accessible service request indicator is available, if a driver cannot provide a passenger a requested accessible ride, the TNC must identify an alternative transportation arrangement for the passenger.
- (E) A TNC may not allow its drivers to refuse to accept a passenger who is disabled, or to charge a higher fare or additional fee to a person who is disabled, based on the person's disability, use of a support animal, wheelchair, crutches, or other mobility assistance device. Should exposure to a support animal cause a TNC driver an undue health burden, the TNC shall provide an alternate driver for the passenger with the support animal.

#### **§ 13-2-509 DRIVER ENFORCEMENT.**

A TNC shall establish and enforce policies requiring compliance with the applicable provisions of City Code in all agreements by drivers who contract with the TNC.

#### **§ 13-2-510 TAXES.**

Appropriate taxes must be paid or the vehicle is not allowed to operate on the streets of Austin.

#### **§ 13-2-511 INSURANCE.**

TNCs must comply with State of Texas insurance requirements for TNCs as described in Texas Insurance Code Chapter 1954.



### **§ 13-2-512 DRIVER NOTIFICATION.**

TNCs must comply with State of Texas insurance requirements for TNCs as described in Texas Insurance Code section 1954.101 (relating to required disclosures).

### **§ 13-2-513 DRIVER ELIGIBILITY.**

- (A) TNC drivers must possess a valid driver's license, proof of registration, and current automobile liability insurance, must be at least 21 years old, and must use a vehicle that is in compliance with Texas' inspection requirements and possess proof of a successful inspection.
- (B) Criminal background and driver history checks for all TNC drivers, as set forth below, are required upon application to drive for a TNC and annually thereafter.
- (C) A criminal background check is required and must be national in scope and prevent any person who has been convicted, within the past seven years, of driving under the influence of drugs or alcohol, or who has been convicted at any time for fraud, sexual offenses, use of a motor vehicle to commit a felony, gun related violations, resisting/evading arrest, reckless driving, a crime involving property damage, and/or theft, acts of violence, or acts of terror from driving for a TNC.
- (D) A TNC driver history check is required and must prevent anyone with more than three moving violations within the three-year period before the driving history check, or anyone charged with driving without insurance or a suspended license within the three-year period prior to the history check, from driving for a TNC.
- (E) A TNC driver may be authorized to drive for a TNC under this Article if the TNC has caused the criminal history of the driver to be researched by a company approved by the Austin Transportation Department Director (Director), and the results of that search demonstrate that the driver has no convictions of any offense listed in this section. These results must be available for audit by a private, agreed-upon third party, for further criminal history checks, if deemed necessary by the Austin Transportation Department Director.

- (F) Nothing in this section shall require or be construed to require fingerprinting as part of any criminal history search or audit required under this section.
- (G) The permit requirement described in City Code §13-2-101 (*Chauffeur's Permit Required*) is waived for TNC drivers working under TNCs as provided by this Article.

#### **§ 13-2-514 DRIVER HOURS.**

- (A) A TNC driver may not drive-for-hire for more than twelve hours within any 24-hour period. For purposes of this section, "drive-for-hire," is defined as offering, making available, or using:
  - (1) a vehicle to provide a transportation network service, including any time when a driver is logged onto the transportation network company's internet-enabled application or digital platform showing that the driver is available to pick up passengers; when a passenger is in the vehicle; when the TNC's dispatch records show that the vehicle is dispatched; or when the driver has accepted a dispatch and is enroute to provide transportation network service to a passenger; and,
  - (2) a ground transportation service vehicle or operating a ground transportation service as defined in City Code Chapter 13-2 (*Ground Transportation Passenger Services*).

#### **§ 13-2-515 DRIVER TRAINING.**

A TNC shall establish a driver-training program designed to ensure that each driver safely operates his or her vehicle prior to the driver being able to offer service.

#### **§ 13-2-516 ZERO TOLERANCE POLICY.**

A TNC shall implement a zero-tolerance policy on the use of drugs or alcohol by drivers who are driving passengers obtained through the use of a TNC app and advertise this policy on its website. Procedures for filing a complaint about a TNC driver suspected of using drugs or alcohol while driving and an explanation warning of deactivation for drivers found in violation of the policy must also be advertised on a TNC's website.

**§ 13-2-517 STREET-HAILS PROHIBITED.**

TNC drivers shall only accept rides booked through the digital platform and shall not solicit or accept street-hails.

**§ 13-2-518 FEES.**

- (A) Each TNC operating in the City of Austin shall pay an annual fee of one (1) percent of the TNC's annual local gross revenues.
- (B) The annual fee required to be paid by a TNC under this section shall be paid to the City at the end of each year of operation.

**§ 13-2-519 OUTREACH.**

A TNC shall conduct outreach events to communities that are of lower socioeconomic strata without adequate transit options with the goal of increased access to transportation options. The TNC shall report to the City the effectiveness of this outreach quarterly.

**§ 13-2-520 AIRPORT.**

This Article does not regulate or authorize the operation of TNCs, including vehicles or operators, at the Austin Bergstrom International Airport (ABIA). Such operation shall be with the approval of the ABIA Director and under such terms and conditions as the ABIA Director shall prescribe, including assessment of a fee. The regulation and operation of TNCs at ABIA may not contradict or amend the requirements set forth in Section 13-2-513 (*Driver Eligibility*) of this Article.

**§ 13-2-521 PENALTY.**

Any person, corporation, partnership, sole proprietor, or other entity that meets the definition of TNC established under § 13-2-501 (*Definition*) of this Article and operates without a TNC operating authority with the City, as required by this ordinance, commits a Class "C" Misdemeanor punishable by a fine of not less than \$500 per offense.

**PART 3.** The election shall be conducted between the hours of 7:00 a.m. and 7:00 p.m. 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 4.** 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 5.** (a) Notice of this election shall be given by posting and publishing a copy of this ordinance in both English and Spanish. The notice and 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 copy of the notice posted at City Hall shall be accompanied by a cover page, at the top of which shall appear the words "A MUNICIPAL SPECIAL ELECTION, MAY 7, 2016." Notice of this election shall be published, not earlier than the 30th day before the date of the election, in a newspaper of general circulation on the same day in each of two successive weeks, with the first publication occurring before the 14th day before the date of the election.

(b) A copy of this ordinance shall be posted, in both English and Spanish, on election day and during early voting by personal appearance, in a prominent location at each polling place.

(c) This ordinance, together with the notice of election and the contents of the Proposition, shall be posted on the City's website, in both English and Spanish, during the twenty-one (21) days before the election.

**PART 6.** In accordance with Chapter 271 of the Texas Election Code, the May 7, 2016 municipal special election may be held jointly with the various political subdivisions that share territory with the City of Austin and that are holding elections on that day. The City Clerk may enter and sign joint election agreements with other political subdivisions for this purpose, and their terms as stated in the agreements are hereby adopted.

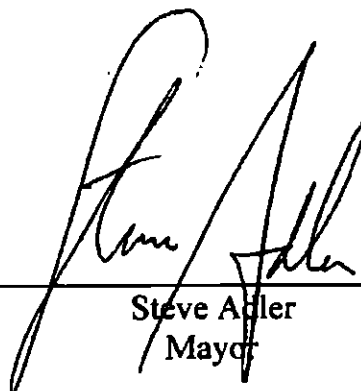
**PART 7.** The Council finds that the need to immediately begin required preparations for this election constitutes an emergency. Because of this emergency, this ordinance

takes effect immediately on its passage for the immediate preservation of the public peace, health, and safety.


**PASSED AND APPROVED**

February 17, 2016

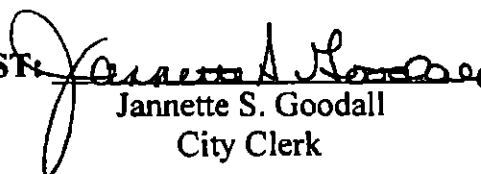
§  
§  
§

  
\_\_\_\_\_  
Steve Adler  
Mayor

**APPROVED:**

  
\_\_\_\_\_  
Anne L. Morgan  
City Attorney

**ATTEST:**

  
\_\_\_\_\_  
Jannette S. Goodall  
City Clerk

*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*

## **EXHIBIT B**

**Election Day Polling Places – Travis**  
**Election Day Polling Places – Williamson**  
**Election Day Polling Places – Hays**



## ELECTION DAY POLLING LOCATIONS SATURDAY, MAY 7, 2016 (by precinct)

*Sitios de Votación para el Día de Elección Sábado, 7 de mayo, 2016 (por a precincto)*  
Polls are open 7 am - 7 pm    Horas de Servicio 7 am - 7 pm

These Early Voting locations are also open on Election Day:  
*Estos Sitios de Votación Adicionalmente también estarán abiertos el Día de Elecciones:*

Austell Area Urban League  
8011A Cameron Rd., Suite 100  
Austell City Hall  
301 West 2ND St.  
DeLoe Center  
4601 Pecan Brook Dr.  
Fiesta Mart Central  
3909 North IH-35  
Fiesta Mart Stassney  
5510 South IH-35  
Gardner Betts Annex  
2501 S. Congress  
Travis County Granger Building  
114 W. 11th St., 1st Fl.  
Parque Zaragoza Recreation Center  
2020 Gonzalez St. at 7th St.  
Randalls Ben White & Machesa  
2023 West Ben White Blvd.  
Randalls Brodie & Slaughter  
9911 Brodie Ln.  
Randalls Flagship West Lake Hills  
3300 Bee Cave Rd.  
Randalls Research & Braker  
10900 D Research Blvd. @ Braker Ln.  
Randalls South Mopac @ Wm. Cannon  
5600 South Mopac @ Wm. Cannon Dr.  
Little Walnut Creek Library  
835 Rundberg Ln.  
Yarborough Branch Library  
2700 Hancock Dr.

- |   |   |   |  |  |
|---|---|---|--|--|
| 201 Galley Middle School<br>14000 Westfall St.                    | 125 Combined @ 154 Bluebonnet Tr. Elem.<br>11316 Farmhaven Rd.                    | 150 Brookhollow Elem. School<br>1200 North Railroad Ave.                | 214 Bryker Woods Elementary School<br>13629 Farbery Ln.              | 277 Highland Park Baptist Church<br>3206 Balcones Dr.                    |
| 202 Copperfield Elem. School<br>12135 Thompsons Dr.               | 126 David Chapel Portable<br>2212 East MLK Jr. Blvd.                              | 151 Dottie Jordan Recreation Center<br>2803 Loyola Ln.                  | 215 Combined @ 216 Northwest Elementary<br>14014 Thermal Dr.         | 278 Marchison Middle School<br>3700 North Hill Dr.                       |
| 203 Graham Elementary School<br>11211 Tom Adams Dr.               | 127 Combined @ 154 Bluebonnet Tr. Elem.<br>11316 Farmhaven Rd.                    | 152 Maplewood Elementary School<br>3808 Maplewood Ave.                  | 216 Northwest Elementary School<br>14014 Thermal Dr.                 | 279 Gullett Elementary School<br>6310 Treadwell Boulevard                |
| 204 Combined @ 103 Graham Elem.<br>11211 Tom Adams Dr.            | 128 Combined @ 121 LBJ High School<br>7309 Lazy Creek Dr.                         | 153 Pioneer Crossing Elementary School<br>11200 Samsang Blvd.           | 217 Lanier High School<br>1201 Peyton Gln Rd.                        | 280 Highland Park Elementary School<br>4900 Fairview Dr.                 |
| 205 Manor ISD Admin. Building<br>10335 US Highway 290E            | 129 Sins Elementary School<br>1203 Springdale Rd.                                 | 154 Woodson Tr. Elementary School<br>11318 Farmhaven Rd.                | 218 ACC Montclair Campus<br>11928 Stonehollow Dr.                    | 281 Combined @ 239 Gullett Elementary School<br>6310 Treadwell Boulevard |
| 206 Combined @ 105 Manor ISD Admin.<br>10335 US Highway 290E      | 130 Combined @ 151 Dottie Jordan Recreation<br>2803 Loyola Ln.                    | 156 Virginia Brown Recreation Center<br>7500 Blessing Ave.              | 219 Caldwell Elementary School<br>1711 Picadilly Dr.                 | 282 Combined @ 239 Gullett Elementary School<br>6310 Treadwell Boulevard |
| 207 Combined @ 123 Marchison Elementary<br>2215 Kelly Ln.         | 131 Combined @ 121 LBJ High School<br>7309 Lazy Creek Dr.                         | 160 Spring Hill Elementary School<br>600 S. Heatherwilde Blvd.          | 220 Combined @ 221 Bridge Point Elementary<br>6401 Cedar St.         | 283 Ben Har Shrine Center<br>7813 Rockwood Ln.                           |
| 208 Combined @ 103 Graham Elem.<br>11211 Tom Adams Dr.            | 132 Pecan Springs Elementary School<br>3100 Rogge Ln.                             | 161 Combined @ 110 Park Crest Middle School<br>1500 North Railroad Ave. | 221 Bridge Point Elementary School<br>6401 Cedar St.                 | 284 Randalls Steiner Ranch<br>5145 RM 620 North                          |
| 209 Palmer Lane Elem. School<br>1806 W. Palmer Ln.                | 133 Blanton Elementary School<br>5406 Westminster Dr.                             | 162 Combined @ 123 Marchison Elementary<br>2215 Kelly Ln.               | 222 Cook Elementary School<br>1511 Cripple Creek Dr.                 | 285 Combined @ 244 Randalls Steiner Ranch<br>5145 RM 620 North           |
| 210 Park Crest Middle School<br>1500 North Railroad Ave.          | 134 Combined @ 121 LBJ High School<br>7309 Lazy Creek Dr.                         | 164 Barrington Elementary School<br>400 Cooper Dr.                      | 223 Combined @ 217 Lanier High School<br>1201 Peyton Gln Rd.         | 286 Hill Elementary School<br>8601 Talwood Dr.                           |
| 211 Combined @ 109 Palmer Lane Elem. School<br>1806 W. Palmer Ln. | 135 Combined @ 153 Maplewood Elementary<br>3808 Maplewood Ave.                    | 200 Combined @ 279 Baker Center<br>3908 Ave. B (enter off 39th St.)     | 224 Combined @ 217 Lanier High School<br>1201 Peyton Gln Rd.         | 287 Doss Elementary School<br>7005 NorthHedge Dr.                        |
| 212 Dessau Elementary School<br>1501 Dessau Ridge Ln.             | 136 Combined @ 148 County Tax Office<br>15822 Foothill Farms Loop (Phugerville)   | 202 Combined @ 279 Baker Center<br>3908 Ave. B (enter off 39th St.)     | 225 Combined @ 216 Northwest Elementary<br>14014 Thermal Dr.         | 288 Burnet Middle School<br>8401 Hawthway Dr.                            |
| 213 Wetland Elementary School<br>900 Tudor House Rd.              | 137 Combined @ 123 Marchison Elementary<br>2215 Kelly Ln.                         | 203 Phugerville ISD Tech & Support Services<br>2021 Crystal Bend Dr.    | 226 Combined @ 211 Walnut Creek Elem.<br>401 West Braker Ln.         | 289 St. Matthew's Episcopal Church<br>6134 Mesa Dr.                      |
| 214 Combined @ 101 Galley Middle School<br>14000 Westfall St.     | 138 Gus Garcia Rac Center<br>1201 East Rundberg Ln.                               | 205 River Oaks Elementary School<br>12401 Scofield Farms Dr.            | 227 Combined @ 203 Phugerville ISD Tech Spe<br>2021 Crystal Bend Dr. | 290 St. Luke United Methodist Church<br>1306 West Lynn St.               |
| 215 Turner-Roberts Rac. Center<br>7201 Colony Loop Dr.            | 140 Double Middle School<br>1200 East Rundberg Ln.                                | 206 Combined @ 279 Baker Center<br>3908 Ave. B (enter off 39th St.)     | 228 Combined @ 280 Jaime Padron Elementary<br>2011 W. Rundberg Ln.   | 291 Combined @ 218 Q. Henry Middle School<br>2610 West 10th St.          |
| 216 Combined @ 151 Dottie Jordan Recreation<br>2803 Loyola Ln.    | 141 Combined @ 139 Gus Garcia Rac Center<br>1201 East Rundberg Ln.                | 207 Combined @ 239 Summit Elementary School<br>12207 Brigadoon Ln.      | 229 Combined @ 216 Northwest Elementary<br>14014 Thermal Dr.         | 292 North Village Library<br>2505 Stock Ave.                             |
| 217 Combined @ 117 Turner-Roberts Rac.<br>7201 Colony Loop Dr.    | 142 Travis County Airport Office<br>1501 Airport Blvd.                            | 208 Combined @ 277 University Co-op<br>2246 Guadalupe St.               | 231 Combined @ 237 Highland Park Baptist<br>5206 Balcones Dr.        | 293 Combined @ 249 St. Matthew's Ep. Church<br>8134 Mesa Dr.             |
| 218 LBJ High School<br>7309 Lazy Creek Dr.                        | 143 Windermere Elem. School<br>1101 Picadilly Dr.                                 | 209 Combined @ 222 Cook Elementary School<br>1511 Cripple Creek Dr.     | 232 Combined @ 244 Randalls Steiner Ranch<br>5145 RM 620 North       | 294 Combined @ 258 Summit Elementary<br>12207 Brigadoon Ln.              |
| 219 YMCA East Community Branch<br>5315 Ed Bluestein Blvd.         | 144 Combined @ 148 County Tax Office<br>15822 Foothill Farms Loop                 | 210 Q. Henry Middle School<br>2610 West 10th St.                        | 233 Combined @ 211 Bridge Point Elementary<br>6401 Cedar St.         | 295 Newman Library<br>2500 Exposition Blvd.                              |
| 220 Marchison Elementary School<br>2215 Kelly Ln.                 | 148 County Tax Office (Community Room)<br>15822 Foothill Farms Loop (Phugerville) | 211 Walnut Creek Elementary School<br>401 West Braker Ln.               | 234 Combined @ 244 Randalls Steiner Ranch<br>5145 RM 620 North       | 296 McBee Elementary School<br>1001 West Braker Ln.                      |
| 221 Carver Branch Library<br>1161 Angeline St.                    | 149 Kelly Elementary School<br>405 Denson Dr.                                     | 212 Combined @ 221 Bridge Point Elementary<br>6401 Cedar St.            | 235 McCullum High School<br>5600 Sunrise Dr.                         | 297 Summit Elementary School<br>12207 Brigadoon Ln.                      |
|   |   | 213 Combined @ 237 Highland Park Baptist Church<br>5206 Balcones Dr.    | 236 Yarborough Branch Library<br>2700 Hancock Dr.                    | 298 Jaime Padron Elementary School<br>2011 W. Rundberg Ln.               |



**VOTE CENTER ELECTION** *Carreres de Votación del Condado de Travis* On Election Day, eligible Travis County VOTERS MAY VOTE AT ANY of the locations listed on this page. Voters are NOT limited to only voting in the precinct where they are registered to vote.  
*El día de elecciones VOTANTES elegibles del Condado de Travis PODRÁN VOTAR EN CUALQUIER SITIO* Indicado en esta página. Votantes tienen más opciones en dónde votar, SIN LIMITARSE al precincto en dónde están registrados para votar.





# **ELECTION DAY POLLING LOCATIONS FOR SATURDAY MAY 7, 2016 (by precinct)**

*Ubicaciones de votación para el Día de Elección Sábado, 7 de mayo, 2016 (por el precinto)*  
Polls are open 7 am - 7 pm    Horas de Servicio 7 am - 7 pm



**VOTE CENTER ELECTION**    Centros de Votación del Condado de Travis. On Election Day, eligible Travis County VOTERS MAY VOTE AT ANY of the locations listed on this page. Voters are NOT limited to only voting in the precinct where they are registered to vote.  
El día de elecciones VOTANTES elegibles del Condado de Travis PODRÁN VOTAR EN CUALQUIER SITIO indicado en esta página. Votantes tienen más opciones en dónde votar. SE LIMITARÁ al precinto en dónde están registradas para votar.

262 Anderson High School 8403 Mesa Dr.	314 Oak Hill Fire Dept. Barton Creek Station 4111 Barton Creek Blvd.	338 Combined @ 334 Celeb Chair-Anderson Mill 10401 Anderson Mill Rd.	380 Bowle High School 4103 West Slaughter Ln.	413 Combined @ 448 Langford Elementary 2206 Blue Meadow Dr.	435 Southwest Church of Christ 8900 Manchaca Rd.
263 Combined @ Sunset Elementary School 12207 Brigadoon Ln.	315 Combined @ 302 Bailey Middle School 4020 Lost Oaks Hollow	337 Lakewood Homeowner's Association 7317 Lakewood Dr.	382 Will Hamptons Branch Public Library 5125 Convict Hill Rd.	414 Texas Oaks Baptist Church 9910 Ribbrook Place	436 Combined @ 426 Goveille Elem. 3603 Goveille Ave.
264 Combined @ 256 Houston Library 2500 Exposition Blvd.	316 Travis County Parks Office 14624 Hammett Pool Rd.	336 Combined @ 330 Laura's Library 9411 Bee Cave Rd.	383 Combined @ 351 Small Middle School 4801 Monterey Oaks Blvd.	415 Cavery Elementary School 9400 Texas Oaks Dr.	437 Twin Oaks Branch Library 1800 South 5th St.
267 Combined @ 259 Sunset Elementary 12207 Brigadoon Ln.	317 Lost Creek Unimad District 1305 Quaker Ridge Dr.	339 Combined @ 331 Small Middle School 4801 Monterey Oaks Blvd.	384 Randalls Flagship West Lake Hills 3300 Bee Cave Rd.	416 Atkins High School 10701 South 1st St.	438 Sanchez Elementary School 73 San Marcos St.
268 Combined @ 218 ACC Northridge Campus 11928 Stoneshadow Dr.	318 Combined @ 330 Laura's Library 9411 Bee Cave Rd.	340 Combined @ 332 Zilker Elementary 1900 Bluebonnet Ln.	385 Community Center at Oak Hill 8856 Highway 71 West	417 Combined @ 406 St. Alban's Church 11819 RH-35 South	439 Cantos/Pan Am Recreation Center 2100 East 3rd St.
273 Combined @ 236 Tarkenton Branch Library 2200 Hancock Dr.	319 Lakeway Activity Center 105 Cross Creek	341 Combined @ 332 Zilker Elementary 1900 Bluebonnet Ln.	386 Mills Elementary School 6701 Davis Ln.	418 Combined @ 447 Odom Elem. 1010 Turtle Creek Blvd.	440 Combined @ 431 Betsy Elementary School 2101 Faro Dr.
274 Combined @ 275 Baker Center 3908 Ave. B (enter off 39th St.)	320 Randalls Lakeway 2301 RR 620 South	342 Barton Hills Elementary School 2108 Barton Hills Dr.	387 Clayton Elementary School 7525 LeCrosse Ave.	420 Combined @ 431 Betsy Elementary School 7101 Faro Dr.	441 St. John's Lutheran Church 409 West Ben White Blvd.
275 Baker Center 3908 Ave. B (enter off 39th St.)	321 Combined @ 323 Randalls Research & 10900 D Research Blvd @ Braker Ln.	343 Combined @ 334 Celeb Chair-Anderson Mill 10401 Anderson Mill Rd.	388 Combined @ 324 Bee Cave City Hall 4000 Galleria Pkwy. (Bee Cave)	421 Church on Congress Avenue 1511 South Congress Ave.	442 Combined @ 433 Travis High School 1211 East Offutt St.
277 University Co-op 2246 Quadelupe St.	323 Randalls Research & Braker 10900 D Research Blvd @ Braker Ln.	344 Cunningham Elementary School 2200 Berkeley Ave.	374 Combined @ 375 Valencia Fire Dept. 15406 FM 2769	422 Fairway Middle School 201 East Mary St.	443 Combined @ 450 Southeast Branch Library 5803 Nichols Crossing Rd.
301 Combined @ 358 Covington Middle School 3700 Convict Hill Rd.	324 Bee Cave City Hall 4000 Galleria Pkwy. (Bee Cave)	345 Combined @ 323 Randalls Research & Braker 10900 D Research Blvd @ Braker Ln.	379 Valente Fire Dept. 15406 FM 2769	423 Montopolis Recreation Center 1200 Montopolis Dr.	444 Combined @ 426 Goveille Elem. 3603 Goveille Ave.
302 Bailey Middle School 4020 Lost Oaks Hollow	325 Combined @ 329 Austin City Hall 301 West 2nd St., Media Room	346 Serene Hills Elem. School 3301 Serene Hills Dr.	401 Del Valle ISO Administration Building 5301 Ross Rd.	424 South Austin Rec. Center 1100 Cumberland Rd.	446 St. Elmo Elem. School 600 West St. Elmo Rd.
303 Oak Hill Primitive Baptist Church 11408 FM 1826	326 Combined @ 327 Fire Station # 33 9409 Bluegrass Dr.	347 Combined @ 307 Rollingwood Municipal Bldg 403 Nixon Dr.	402 Elroy Community Library 13512 FM 832	425 Combined @ 446 St. Elmo Elem. School 600 West St. Elmo Rd.	447 Odom Elem. School 1010 Turtle Creek Blvd.
304 Elzer Elementary School 5913 LeCrosse Ave.	327 Fire Station # 33 9409 Bluegrass Dr.	349 ACC Pinnacker Campus 7748 Highway 290 West	404 Blazer Elementary School 8601 Vertes Blvd.	426 Goveille Elementary School 3601 Goveille Ave.	448 Langford Elementary School 2206 Blue Meadow Dr.
305 Combined @ 323 Randalls Research & Braker 10900 D Research Blvd @ Braker Ln.	328 Renaissance Retirement Center 11279 Taylor Draper Ln.	350 Cowan Elementary School 2817 Kemish Dr.	405 Ojeda Middle School 4900 McKinney Falls Pkwy.	427 Combined @ 425 Goveille Elem. School 3601 Goveille Ave.	450 Southeast Branch Library 5803 Nichols Crossing Rd.
306 Combined @ 339 Lakeway Activity Center 105 Cross Creek	329 Austin City Hall 301 West 2nd St., Media Room	351 Small Middle School 4801 Monterey Oaks Blvd.	406 St. Alban's Episcopal Church 11819 RH-35 South	428 Combined @ 438 Sanchez Elementary 73 San Marcos St.	451 Badi Ueb Middle School 6800 8th Hughes Rd.
307 Rollingwood Municipal Building 403 Nixon Dr.	330 Laura's Library 9411 Bee Cave Rd.	352 Combined @ 338 Covington M.S. 3700 Convict Hill Rd.	407 Community Center at Del Valle 3518 South FM 973	429 Dan Rals Branch Public Library 1600 Grove Blvd.	452 Houston Elementary School 5409 Portiana Dr.
308 Briardiff P.O.A. Community Center 22801 Briardiff Dr.	331 Combined @ 327 Fire Station # 33 9409 Bluegrass Dr.	354 Combined @ 351 Small Middle School 4801 Monterey Oaks Blvd.	408 Combined @ 435 Southwest Church 8900 Manchaca Rd.	430 Combined @ 481 Wheatville Food Co-op 4001 South Lamar Blvd.	454 Randalls Ben White and Manchaca 2025 West Ben White Blvd.
309 Combined @ 350 Cowan Elem. School 2817 Kemish Dr.	332 Zilker Elementary School 1900 Bluebonnet Ln.	356 Combined @ 307 Rollingwood Municipal 403 Nixon Dr.	409 Galindo Elementary School 3800 South 2nd St.	431 Betsy Elementary School 2101 Faro Dr.	456 Combined @ 480 ACC South Austin 1870 West Stassney Ln.
310 Combined @ 302 Bailey Middle School 4020 Lost Oaks Hollow	333 Combined @ 334 Celeb Chair-Anderson Mill 10401 Anderson Mill Rd.	357 Combined @ 330 Laura's Library 9411 Bee Cave Rd.	410 Science & Health Resource Center 305 North Bluff Dr.	432 Combined @ 438 Sanchez Elementary 73 San Marcos St.	460 ACC South Austin Campus 1870 West Stassney Ln.
311 ACC Rio Grande 1312 Rio Grande St.	334 Celebration Church - Anderson Mill 10401 Anderson Mill Rd.	358 Covington Middle School 3700 Convict Hill Rd.	411 Combined @ 416 Atkins High School 10701 South 1st St.	433 Travis High School 1211 East Offutt St.	461 Wheatville Food Co-op South Lamar 4001 South Lamar Blvd.
312 Travis County Sheriff's Office 3800 Hudson Bend Rd.	335 Combined @ 334 Celeb Chair-Anderson Mill 10401 Anderson Mill Rd.	359 LTSD Educational Development Center 607 RR 620 North (Enter off of Kollmeyer Dr.)	412 Combined @ 434 Randalls Ben White 2025 West Ben White Blvd.	434 Combined @ 438 Sanchez Elementary 73 San Marcos St.	463 Williams Elementary School 500 Main St.

Subject to Change  
sujeto a cambio

Joint General and Special Elections Saturday, May 7, 2016  
Elecciones generales y especiales conjuntas 7 de mayo del 2016

Registered voters of the jurisdictions participating in the May 7, 2016 election may vote at any location listed below. 7am -7pm

Los votantes registrados en las jurisdicciones participantes en la elección del 7 de mayo del 2016, podrán votar en cualquiera de los lugares de votación listados abajo 7am-7pm

Location	Address	City	Zip
Anderson Mill Limited District	11500 El Salido Parkway	Austin	78729
Clairmont Retirement Comm.	12463 Los Indios Trail	Austin	78729
La Quinta Inn & Suites	10701 Lakeline Mall Drive	Austin	78717
Lord of Life Lutheran Church	9700 Neenah Avenue	Austin	78717
Deerpark Middle School	8849 Anderson Mill Road	Austin	78729
Cedar Park Library	550 Discovery Boulevard	Cedar Park	78613
Cedar Park Randalls	1400 Cypress Creek Road	Cedar Park	78613
Vista Ridge High School	200 S Vista Ridge Boulevard	Cedar Park	78613
Florence High School - Gymnasium Entrance	401 FM 970	Florence	76527
Cowan Creek Amenity Center	1433 Cool Springs Way	Georgetown	78633
First Baptist Church-Georgetown	1333 W University Avenue	Georgetown	78628
GISD Administration Building	603 Lakeway Drive	Georgetown	78628
San Gabriel First Presbyterian Church	5404 Williams Drive	Georgetown	78633
Williamson County Inner Loop Annex	301 SE Inner Loop	Georgetown	78626
Granger Independent School District	300 N Colorado	Granger	76530
Hutto City Hall	401 Front Street	Hutto	78634
Sonterra Municipal Utility District	113 Limestone Terrace	Jarrell	76537
Leander High School	3301 S Bagdad Road	Leander	78641
Leander Public Library	1011 S Bagdad Road	Leander	78641
Pat Bryson Municipal Hall	201 N Brushy Street	Leander	78641
Rouse High School	1222 Raider Way	Leander	78641
Liberty Hill High School	16500 W SH 29	Liberty Hill	78642
JB & Hallie Jester Annex	1801 E Old Settlers Boulevard	Round Rock	78664
Round Rock High School	201 Deep Wood Drive	Round Rock	78681
Main Street Events Center	3101 North Main Street	Taylor	76574
Taylor City Hall	400 Porter Street	Taylor	76574
St John Lutheran Church	409 S Main Street	Thrall	76578

subject to change  
sujeto a cambio

## **Hays County Polling Locations Voting Schedule**

**(Horario para Votar en Sitios de Votación del Condado Hays)**

Elections Administrator: Joyce Cowan  
(Administradora Electoral: Joyce Cowan)  
712 South Stagecoach Trail, Suite. 1045  
San Marcos, TX 78666

### **Special Elections – May 7, 2016**

**(Elecciones Especiales– 7 de Mayo, 2016)**

#### **Early Voting: Location, Date and Time:**

**(Votación Adelantada: Ubicaciones, Fechas y Horas)**

**Buda Elementary School (Upper Campus)**  
300 San Marcos Street  
Buda TX 78610

**Monday, April 25, 2016**  
**(Lunes, 25 de abril, 2016)**  
7:00 am – 7:00 pm

**Tuesday – Friday, April 26 – April 29, 2016**  
**(Martes-viernes, 26 de abril al 29 de abril, 2016)**  
8:00 am – 5:00 pm

**Monday, May 2, 2016**  
**(Lunes, 2 de mayo, 2016)**  
7:00 am – 7:00 pm

**Tuesday, May 3, 2016**  
**(Martes, 3 de mayo, 2016)**  
8:00 am – 5:00 pm

#### **Election Day: Location, Date and Time:**

**(Día de Elecciones: Ubicación, Fecha y Horas)**

**Hays Hills Baptist Church**  
1401 North FM 1626  
Buda, TX 78610

**Saturday, May 7, 2016**  
**(Sábado, 7 de mayo, 2016)**  
7:00 am – 7:00 pm

## **EXHIBIT C**

**Election Day Presiding/Alternate Judges – Travis**  
**Election Day Presiding/Alternate Judges – Williamson**  
**Election Day Presiding/Alternate Judges – Hays**

**TRAVIS COUNTY**

<b>PCT</b>	<b>PCT Combos</b>	<b>Name</b>	<b>Position</b>
101	116	Charles Harrington	JUDGE
101	116	Vincent West	ALT JUDGE
102 -		Thristhaun Reed	JUDGE
102 -		Vernell Carter	ALT JUDGE
103 108:104		Neomi Delgado	JUDGE
103 108:104		Armando Delgado	ALT JUDGE
105	106	Bonny Krahm	JUDGE
105	106	David Nalle	ALT JUDGE
109	111	Helen Harkreader	ALT JUDGE
110	161	Tim Bradberry	ALT JUDGE
112 -		Brian Looman	JUDGE
112 -		Carl Looman	ALT JUDGE
113 -		Jane Denson	JUDGE
117	120	Annie Baker	JUDGE
117	120	Verona Thornton	ALT JUDGE
121 -		Cynthia Douglas	JUDGE
121 131:134:128		Isaiah Williams	JUDGE
121 131:134:128		Robbie Patterson	ALT JUDGE
121 -		Sandra Etheridge	ALT JUDGE
122 -		Mary Bragner	JUDGE
122 -		Bennie Owens	ALT JUDGE
123 137:163:107		Susan Sparks	JUDGE
123 137:163:107		Emmy McDaniel	ALT JUDGE
124 -		Samuel Coffman	JUDGE
126 -		Dwight Piper	JUDGE
126 -		Willie Piper	ALT JUDGE
129 -		Joyce Darby	JUDGE
129 -		Nettie Smothers	ALT JUDGE
132 -		Evelyn Odem	JUDGE
132 -		Ella Rutledge	ALT JUDGE
133 -		Arthur Turner	JUDGE
133 -		Thomas Bissett	ALT JUDGE
139 -		Saundra Ragona	JUDGE
139	141	Shirley Scott	JUDGE
139 -		Hal Jennings	ALT JUDGE
139	141	Raymond Lung	ALT JUDGE
140 -		Mary Guerrero	JUDGE
140 -		Mary Davila	ALT JUDGE
142 -		Jeffery Lewis	JUDGE
142 -		Heather Yarmy	ALT JUDGE
145 -		Martha Thompson	ALT JUDGE
148 146:136		Barbara McCracken	JUDGE
148 146:136		Sheila McCracken	ALT JUDGE
149 -		Carol Olewin	JUDGE
149 -		Robert Vitray	ALT JUDGE
150 -		Richard Jacobsen	JUDGE

150 -	William Lutz	ALT JUDGE
151 118:130	Margery Mackey	JUDGE
151 118:130	Betty Williams	ALT JUDGE
152 -	Luz Escoto	JUDGE
152	135 WAUDELL GREEN	JUDGE
152 -	Libertad Roman	ALT JUDGE
153 -	Walter Horton	JUDGE
153 -	Peggy Horton	ALT JUDGE
154 125:127	Paulette Ladach	JUDGE
156 -	Margaret Rangel	JUDGE
160 -	G Barkley	JUDGE
160 -	Ervin Jackson	ALT JUDGE
164 -	Petra Montez	JUDGE
164 -	Kathy Rose-Ray	ALT JUDGE
205 -	Rolland Standish	JUDGE
210	251 James Porter	JUDGE
210	251 Joyce Porter	ALT JUDGE
211	226 Paul Birdsall	JUDGE
214 -	Barbara Hunt	JUDGE
214 -	Patricia Hunt	ALT JUDGE
216 229:215	Jack Porter	JUDGE
216 229:215	Mary O'Brien	ALT JUDGE
217 223:224	Bonnie Patton	ALT JUDGE
217 -	Maria Lado	ALT JUDGE
218	268 Joseph Nieto	JUDGE
218	268 Laura Nieto	ALT JUDGE
219 -	Annie Joyner	JUDGE
219 -	Shenita Joyner	ALT JUDGE
222	209 Mary Davis	JUDGE
235 -	Roy Ewing	JUDGE
235 -	Marilyn Martin-Record	ALT JUDGE
236	273 Joseph Reynolds	JUDGE
236	273 Betty Blomquist	ALT JUDGE
237 231:213	Sylvia Huntsman	JUDGE
237 231:213	Robert Muir	ALT JUDGE
238 -	James Abbott	JUDGE
238 -	Beverly Abbott	ALT JUDGE
239 242:241	Janis Reinken	JUDGE
239 242:241	Andrea Baker	ALT JUDGE
240 -	Lisa Zaleski	JUDGE
243 -	Charlene Casillas	JUDGE
243 -	Peggy Cravens	ALT JUDGE
244 232:245:234	Brad Ellis	JUDGE
244 232:245:234	Janette Dimitrova	ALT JUDGE
246 -	Ed Davis	JUDGE
246 -	Martha Renfroe	ALT JUDGE
247 -	David Mann	JUDGE

247 -	Sandra Mann	ALT JUDGE
248 -	H Latour	JUDGE
249	253 Pamela Clark	JUDGE
249	253 Jonnye Ermis	ALT JUDGE
250 -	May Schmidt	JUDGE
250 -	Donald Lawson	ALT JUDGE
252 -	Alice Kubacak	JUDGE
252 -	Jon Mogonye	ALT JUDGE
256	266 James Thomas	JUDGE
256	266 Mary Sapp	ALT JUDGE
258 -	Nellie Torres	JUDGE
258 -	Larry Torres	ALT JUDGE
259 263:207:254:267	Hope Doty	JUDGE
259 263:207:254:267	Leola Canada	ALT JUDGE
260	228 Bernie Young	JUDGE
260	228 Jacqueline Collins	ALT JUDGE
262 -	Donna Carlson	JUDGE
262 -	Darrell Hobbs	ALT JUDGE
275 274:202:206:200	Helen Garman	JUDGE
275 274:202:206:200	Kate Graham	ALT JUDGE
277	208 John McEvoy	JUDGE
277	208 James McEvoy	ALT JUDGE
302 315:310	George Armstrong	JUDGE
302 315:310	Julio Moreno	ALT JUDGE
303 -	Mary Johnson	ALT JUDGE
304 -	Alexandra Richmond	JUDGE
311 -	Robert Tumey	JUDGE
311 -	Barbara Tumey	ALT JUDGE
312 -	Jan Hanz	JUDGE
312 -	Doris Law	ALT JUDGE
314 -	Virginia Knapp	JUDGE
314 -	Linda Klar	ALT JUDGE
316 -	John Omalia	JUDGE
316 -	Patricia Omalia	ALT JUDGE
317 -	Marvin Hecker	JUDGE
317 -	Barbara Conley	ALT JUDGE
319	306 Mikus Grinbergs	JUDGE
320 -	Elizabeth Lamb	JUDGE
320 -	Connie Payne	ALT JUDGE
323 305:321:345	Laurey Boyd	JUDGE
323 305:321:345	Susan Sandve	ALT JUDGE
327 331:326	Kandis Hoover	JUDGE
327 331:326	Rebecca Hoover	ALT JUDGE
328 -	Patrica Pope	JUDGE
328 -	Patricia Fordyce	ALT JUDGE
329	325 Merriessa Anton	JUDGE
329 -	Philip Parker	JUDGE

329 -	Mark Linimon	ALT JUDGE
329	325 Thomas Kozy	ALT JUDGE
332 340:341	Julie Fuller	ALT JUDGE
337 -	Jane Keene	JUDGE
337 -	William Keene	ALT JUDGE
344 -	Bob Allen	JUDGE
344 -	Robert Alexius	ALT JUDGE
346 -	Sharon Campbell	JUDGE
349 -	Leonard Baumel	JUDGE
349 -	Melissa Keshlear	ALT JUDGE
350	309 Rojelio Rice	JUDGE
350 -	Rosa Hatfield	JUDGE
350	309 David Rice	ALT JUDGE
350 -	Rudolfo Martinez	ALT JUDGE
351 354:339:363	Alice Bell	JUDGE
351 354:339:363	Carol Debish	ALT JUDGE
358 352:301	Roye Reeves	JUDGE
358 352:301	Charlotte Maxwell	ALT JUDGE
360 -	Marco Ramirez	ALT JUDGE
362 -	Mary Quinn	JUDGE
362 -	Jing Chow	ALT JUDGE
365 -	Patricia Dorsey	JUDGE
365 -	Terry Dorsey	ALT JUDGE
375	374 Antonio Champion	JUDGE
401 -	Barry Chinn	JUDGE
401 -	Janet Elman	ALT JUDGE
402 -	Olga Zuniga	JUDGE
404 -	Tina Jackson	JUDGE
404 -	Martin Alonzo	ALT JUDGE
405 -	Julia Rodriguez	JUDGE
407 -	Jorita Wegner	JUDGE
407 -	Maria Segina	ALT JUDGE
410 -	Tim Church	ALT JUDGE
415 -	Gary Howe	JUDGE
415 -	Shirley Howe	ALT JUDGE
416	411 Michael Brooks	JUDGE
416	411 Olivia Morales	ALT JUDGE
421 -	Debra Fehrenkamp	ALT JUDGE
423 -	Susana Almanza	JUDGE
423 -	Anita Villalobos	ALT JUDGE
424 -	Rothko Hauschildt	JUDGE
424 -	Debra Fehrenkamp	ALT JUDGE
435	408 Floyd Clark	JUDGE
435	408 Paula Klier	ALT JUDGE
437 -	Mary Diaz	JUDGE
437 -	Kathryn Diaz	ALT JUDGE
438 428:432:434	Ellien Navarro	JUDGE



438 428:432:434	Diana Garcia	ALT JUDGE
439 -	Gavino Fernandez	JUDGE
441 -	Kristen Kelly	JUDGE
441 -	Marcia Sliger	JUDGE
441 -	Janie Paez	ALT JUDGE
441 -	Magdalena Rodriguez	ALT JUDGE
446	425 Harley Fisher	JUDGE
446	425 Maria A. Flores	ALT JUDGE
447	419 Robert Flores	JUDGE
447	419 David Gonzales	ALT JUDGE
450	443 Loretta Perez-Ross	JUDGE
450	443 Daphne Sung	ALT JUDGE
451 -	Bobby Freeman	JUDGE
451 -	Ola Freeman	ALT JUDGE
452 -	Brenda Limon	JUDGE
452 -	Cindy Kehl	ALT JUDGE
454	412 Elizabeth Williams	JUDGE
463 -	Mercy Ziegler	JUDGE

#### **Central Counting Station Personnel**

Presiding Judge	Maria Jiminez
Alternat Presiding Judge	
Manager	Michael Winn
Tabulation Supervisor	Jordan Jackson

#### **Early Voting Ballot Board**

Presiding Judge	Maria Jiminez
Alternat Presiding Judge	

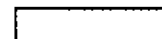
subject to change

**Williamson County Joint General and Special Elections**  
**Saturday, May 7, 2016**

7:00am - 7:00pm

<b>Location</b>	<b>Address</b>	<b>City</b>	<b>Jfirst</b>	<b>Jlast</b>
Anderson Mill Limited District	11500 El Salido Parkway	Austin	Pat	Sanders
Clairmont Retirement Community	12463 Los Indios Trail	Austin	Dwight	Adair
La Quinta Inn & Suites	10701 Lakeline Mall Drive	Austin		
Lord of Life Lutheran Church	9700 Neenah Avenue	Austin		
Deerpark Middle School	8849 Anderson Mill Road	Austin		
Cedar Park Library	550 Discovery Boulevard	Cedar Park	Sharon	Cummings
Cedar Park Randalls	1400 Cypress Creek Road	Cedar Park	Sandy	Martin
Vista Ridge High School	200 S Vista Ridge Boulevard	Cedar Park	Jon	Jewett
Florence High School-Gynasium Entrance	401 FM 970	Florence	David	Kohn
Cowan Creek Amenity Center	1433 Cool Springs Way	Georgetown	Cathy	Cody
First Baptist Church-Georgetown	1333 W University Avenue	Georgetown	Sue	Schrowang
GISD Administration Bldg	603 Lakeway Drive	Georgetown	Brad	Stutzman
San Gabriel First Presbyterian Church	5404 Williams Drive	Georgetown		
Williamson County Inner Loop Annex	301 S E Inner Loop	Georgetown		
Granger Independent School	300 N Colorado	Granger	Fred	Burnham
Hutto City Hall	401 Front Street	Hutto		
Sonterra Municipal Utility District	113 Limestone Terrace	Jarrell	Reed	Stoddard
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	Janet	Hampton
Rouse High School	1222 Raider Way	Leander		
Liberty Hill High School	16500 W SH 29	Liberty Hill	Mike	Graves
Round Rock High School	201 Deep Wood Dr	Round Rock		
JB & Hallie Jester Annex	1801 E Old Settlers Boulevard	Round Rock	Bill	Fairbrother
Main Street Events Center	3101 North Main Street	Taylor		
Taylor City Hall	400 Porter Street	Taylor		
St John Lutheran Church	409 S. Main Street	Thrall	Barbara	Yerby

subject to change



## **EXHIBIT D**

**Early Voting Polling Places – Travis**  
**Early Voting Polling Places – Williamson**  
**Early Voting Polling Places – Hays**



**Travis County Early Voting for the May 7, 2016 Election**

**Early Voting begins Monday, April 25 and ends Tuesday, May 3**

**Monday—Saturday (7am–7pm), Sunday (Noon—6pm)**

***lunes—sábado (7am—7pm), domingo (mediodía—6pm)***

*Sitios de Votación Adelantada del Condado de Travis, para la Elección, del 7 de mayo, 2016 La Votación Adelantada empieza el lunes, 25 de abril y termina el martes, 3 de mayo*

---

**CENTRAL (CENTRAL)**

Austin City Hall	301 W 2 <sup>ND</sup> St
Travis County Airport Boulevard Offices	5501 Airport Boulevard
Fiesta Mart Central in Delwood Shopping Center	3909 North IH-35
Howson Public Library	2500 Exposition Boulevard
Travis County Granger Building	314 W. 11th St., 1st Floor
University of Texas Flawn Academic Center (Lobby)	2400 Inner Campus Drive

---

**NORTH (NORTE)**

Ben Hur Shrine Center	7811 Rockwood Lane
County Tax Office, Pflugerville (Community Room)	15822 Foothill Farms Loop
Little Walnut Creek Library	835 W Rundberg Ln
Yarborough Branch Library	2200 Hancock Dr

**NORTHEAST (NORESTE)**

Austin Area Urban League	8011A Cameron Rd, Suite 100
Delco Center	4601 Pecan Brook Dr.

**NORTHWEST (NOROESTE)**

Randalls Research and Braker	10900-D Research Boulevard
Randalls Steiner Ranch	5145 RM 620 North

---

**SOUTH (SUR)**

Gardner / Betts Annex	2501 S. Congress
Randalls Ben White and Manchaca	2025 W. Ben White Boulevard

**SOUTHEAST (SURESTE)**

Dan Ruiz Public Library	1600 Grove Boulevard
Fiesta Mart Stassney	5510 South IH-35

**SOUTHWEST (SUROESTE)**

Randalls South Mopac and William Cannon	6600 South Mopac
Randalls Brodie and Slaughter	9911 Brodie Lane

---

**EAST (ESTE)**

Carver Branch Library	1161 Angelina Street
Parque Zaragoza Recreation Center	2608 Gonzales Street at 7 <sup>th</sup> St.
Manor ISD Administration Building	10335 US Hwy 290E

---

**WEST (OESTE)**

Randalls Flagship West Lake Hills	3300 Bee Caves Road
Randalls Lakeway	2301 RR 620 South
Bee Cave City Hall	4000 Galleria Parkway



**MOBILE VOTING LOCATIONS for Early Voting**  
**for the May 7, 2016 Election**  
**Monday, April 25 through Tuesday, May 3**

Guía de los Sitios Móviles para Votación Adelantada de la Elección, del 7 de mayo, 2016, lunes, 25 de abril – martes, 3 de mayo

**Monday, April 25 (Lunes, 25 de abril)**

MT Supermarket	10901 N Lamar Blvd	10 am – 7 pm
LBJ Building	111 East 17th St.	8 am – 5 pm
Gus Garcia Rec. Center	1201 East Rundberg Ln.	7 am – 7pm

**Tuesday, April 26 (Martes, 26 de abril)**

MT Supermarket	10901 N Lamar Blvd	10 am – 7 pm
Disability Rights Texas	2222 W. Braker Ln	9 am – 5 pm
Travis Building	1701 N. Congress Ave.	8am – 5 pm

**Wednesday, April 27 (Miércoles, 27 de abril)**

MT Supermarket	10901 N Lamar Blvd	10 am – 7 pm
Briarcliff POA Comm. Center	22801 Briarcliff Dr., Briarcliff	10am – 7 pm
Community Center at Manor	600 W. Carrie Manor St.	9 am – 5pm

**Thursday, April 28 (Jueves, 28 de abril)**

MT Supermarket	10901 N Lamar Blvd	10 am – 7 pm
Central Services Building	1711 San Jacinto Blvd.	8 am – 5 pm
Cantu/Pan Am Rec. Center	2100 E. 3rd St.	7 am – 7 pm

**Friday, April 29 (Viernes, 29 de abril)**

MT Supermarket	10901 N Lamar Blvd	10 am – 7 pm
Community Center at Oak Hill	8656 Highway 71 West, BA	9 am – 5 pm
Sam Houston Bldg.	201 East 14th St.	8 am – 5 pm

**Saturday, April 30 (Sábado, 30 de abril)**

MT Supermarket	10901 N Lamar Blvd	10 am – 7 pm
Dove Springs Recreation Center	5801 Alinez Dr	7 am - 7 pm
Wheatsville Co-op South Lamar	4001 S Lamar Blvd.	11am – 7 pm

**Sunday, May 1 (Domingo, 1 de mayo)**

MT Supermarket	10901 N Lamar Blvd	Noon – 6 pm
Spicewood Springs Branch Library	8637 Spicewood Springs Rd	Noon – 6 pm
Volente Fire Dept	15406 FM 2769, Volente	Noon – 6 pm

**Monday, May 2 (Lunes, 2 de mayo)**

MT Supermarket	10901 N Lamar Blvd	10 am – 7 pm
Southeast Branch Library	5803 Nuckols Crossing Rd.	7 am – 7 pm
Twin Oaks Branch Library	1800 S. 5th St.	7 am – 7 pm

**Tuesday, May 3 (Martes, 3 de mayo)**

MT Supermarket	10901 N Lamar Blvd	10 am – 7 pm
Travis Co. Commissioners Court	700 Lavaca St.	8 am – 5 pm
South Austin Rec. Center	1100 Cumberland Rd.	7 am – 7 pm

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

**Joint General and Special Elections – May 7, 2016**  
Elecciones Generales y Especiales Conjuntas – 7 de mayo del 2016

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

Fechas y horarios para localidades de tiempo completo

**Monday, April 25 through Saturday, April 30**

8:00 am to 6:00 pm

***NO Sunday Voting***

**Monday, May 2 and Tuesday, May 3**

7:00 am to 7:00 pm

Del Lunes 25 de abril al Sábado 30 de abril

8:00 am – 6:00 pm

Domingo NO habrá votación

Lunes 2 de mayo y Martes 3 de mayo

7:00 am – 7:00 pm

Williamson County Inner Loop Annex, 301 SE Inner Loop, Georgetown  
Georgetown School District Administration Building, 603 Lakeway Drive, Georgetown  
Cowan Creek Amenity Center, 1433 Cool Springs Way, Georgetown  
JB & Hallie Jester Annex, 1801 E Old Settlers Boulevard, Round Rock  
Cedar Park Public Library, 550 Discovery Boulevard, Cedar Park  
Cedar Park Randalls, 1400 Cypress Creek Road, Cedar Park  
Anderson Mill Limited District, 11500 El Salido Parkway, Austin  
Pat Bryson Municipal Hall, 201 N. Brushy Street, Leander  
Taylor City Hall, 400 Porter Street, Taylor

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

Fechas y horario de las Localidades móviles temporales

**Monday, April 25 through Saturday, April 30**

10:00 am to 6:00 pm

Del Lunes 25 de abril a Sábado 30 de abril

10:00am – 6:00 pm

Liberty Hill Annex, 3407 RR 1869, Liberty Hill

Granger City Hall, 303 S. Commerce St., Granger

Hutto School District Administration Building, 200 College Street, Hutto  
Back Entrance – entrada trasera

Hutto School District Administration Building

Hutto School District Administration Building

Clairmont Retirement Community, 12463 Los Indios Trail, Austin

Monday, April 25

Lunes 25 de abril

Tuesday, April 26

Martes 26 de abril

Wednesday, April 27

Miércoles 27 de abril

Thursday, April 28

Jueves 28 de abril

Friday, April 29

Viernes 29 de abril

Saturday, April 30

Sábado 30 de abril

**Monday, May 2 and Tuesday, May 3**

10:00 am to 7:00 pm

Del Lunes 2 de mayo y Martes 3 de mayo

10:00 am – 7:00 pm

The Sienna House @ Rancho Sienna, 404 Via de Sienna Blvd., Georgetown Monday, May 2

Miércoles 2 de mayo

Florence City Hall, 106 S Patterson, Florence

Tuesday, May 3

Martes 3 de mayo

## **Hays County Polling Locations Voting Schedule**

**(Horario para Votar en Sitios de Votación del Condado Hays)**

Elections Administrator: Joyce Cowan

(Administradora Electoral: Joyce Cowan)

712 South Stagecoach Trail, Suite. 1045

San Marcos, TX 78666

### **Special Elections – May 7, 2016**

**(Elecciones Especiales– 7 de Mayo, 2016)**

#### **Early Voting: Location, Date and Time:**

**(Votación Adelantada: Ubicaciones, Fechas y Horas)**

**Buda Elementary School (Upper Campus)**

300 San Marcos Street

Buda TX 78610

**Monday, April 25, 2016**

**(Lunes, 25 de abril, 2016)**

7:00 am – 7:00 pm

**Tuesday – Friday, April 26 – April 29, 2016**

**(Martes-viernes, 26 de abril al 29 de abril, 2016)**

8:00 am – 5:00 pm

**Monday, May 2, 2016**

**(Lunes, 2 de mayo, 2016)**

7:00 am – 7:00 pm

**Tuesday, May 3, 2016**

**(Martes, 3 de mayo, 2016)**

8:00 am – 5:00 pm

#### **Election Day: Location, Date and Time:**

**(Día de Elecciones: Ubicación, Fecha y Horas)**

**Hays Hills Baptist Church**

1401 North FM 1626

Buda, TX 78610

**Saturday, May 7, 2016**

**(Sábado, 7 de mayo, 2016)**

7:00 am – 7:00 pm

# **EXHIBIT E**

**Central Counting Station Staff**



**TRAVIS COUNTY**

438 428:432:434	Diana Garcia	ALT JUDGE
439 -	Gavino Fernandez	JUDGE
441 -	Kristen Kelly	JUDGE
441 -	Marcia Sliger	JUDGE
441 -	Janie Paez	ALT JUDGE
441 -	Magdalena Rodriguez	ALT JUDGE
446	425 Harley Fisher	JUDGE
446	425 Maria A. Flores	ALT JUDGE
447	419 Robert Flores	JUDGE
447	419 David Gonzales	ALT JUDGE
450	443 Loretta Perez-Ross	JUDGE
450	443 Daphne Sung	ALT JUDGE
451 -	Bobby Freeman	JUDGE
451 -	Ola Freeman	ALT JUDGE
452 -	Brenda Limon	JUDGE
452 -	Cindy Kehl	ALT JUDGE
454	412 Elizabeth Williams	JUDGE
463 -	Mercy Ziegler	JUDGE

**Central Counting Station Personnel**

Presiding Judge	Maria Jiminez
Alternat Presiding Judge	
Manager	Michael Winn
Tabulation Supervisor	Jordan Jackson

**Early Voting Ballot Board**

Presiding Judge	Maria Jiminez
Alternat Presiding Judge	

## **EXHIBIT F**

### **Early Voting Ballot Board**

**TRAVIS COUNTY**

438 428:432:434	Diana Garcia	ALT JUDGE
439 -	Gavino Fernandez	JUDGE
441 -	Kristen Kelly	JUDGE
441 -	Marcia Sliger	JUDGE
441 -	Janie Paez	ALT JUDGE
441 -	Magdalena Rodriguez	ALT JUDGE
446	425 Harley Fisher	JUDGE
446	425 Maria A. Flores	ALT JUDGE
447	419 Robert Flores	JUDGE
447	419 David Gonzales	ALT JUDGE
450	443 Loretta Perez-Ross	JUDGE
450	443 Daphne Sung	ALT JUDGE
451 -	Bobby Freeman	JUDGE
451 -	Ola Freeman	ALT JUDGE
452 -	Brenda Limon	JUDGE
452 -	Cindy Kehl	ALT JUDGE
454	412 Elizabeth Williams	JUDGE
463 -	Mercy Ziegler	JUDGE

**Central Counting Station Personnel**

Presiding Judge	Maria Jiminez
Alternat Presiding Judge	
Manager	Michael Winn
Tabulation Supervision	Jordan Jackson

**Early Voting Ballot Board**

Presiding Judge	Maria Jiminez
Alternat Presiding Judge	

# **EXHIBIT G**

## **Joint Election Agreements**

**Election Services Agreement – Travis**  
**Joint Election Agreement/Contract for Election**  
**Services – Williamson**  
**Contract for Election Services - Hays**

## ELECTION AGREEMENT BETWEEN TRAVIS COUNTY AND CITY OF AUSTIN

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

### I. GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

## **VII. ADDITIONAL EARLY VOTING LOCATIONS**

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

## **VIII. COMMUNICATIONS**

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

## **IX. MISCELLANEOUS PROVISIONS**

- (A) Amendment/Modification

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

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

(B) Notice

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

**CITY OF AUSTIN:**

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

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

**TRAVIS COUNTY:**

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

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

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

(C) Force Majeure

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

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

(D) Venue and Choice of Law

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

(E) Entire Agreement

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

(F) Severability

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

(G) Breach

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

(H) Payments from Current Revenues

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

(I) Other Instruments

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

(J) Third Party Beneficiaries

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

(K) Other Joint Election Agreements

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

(L) Mediation

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

(M) Addresses for Payments

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

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

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

(N) Effective Date

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

(O) Renewal Terms

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

(P) Termination

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

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

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

**CITY OF AUSTIN**

BY: Jannette A. Goodall  
Jannette Goodall  
City Clerk

**TRAVIS COUNTY**

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

BY: Dana DeBeauvoir  
Dana DeBeauvoir  
County Clerk



**THE STATE OF TEXAS  
COUNTY OF WILLIAMSON**

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

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.

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 May 7, 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 plans to hold an election on May 7, 2016;

**WHEREAS**, Williamson County owns an electronic voting system, the Election Systems and Software (ES&S) iVotronic/M100/M850 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, if applicable, 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, postage, 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 A** 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 A**.

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

The Elections Administrator will recruit all election poll workers and personnel.

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 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 a list of candidates and/or propositions showing the order and the exact manner and 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 ballot information in a format or template as 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(s) 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.

At his discretion, the Elections Administrator shall be responsible for conducting 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 B** 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 B**. Any 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 88 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:

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

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 shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this Contract.

The Participating Authorities hereby, in accordance with Section 127.002, 127.003, and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Counting Station Manager:	Kay Eastes, Williamson County Deputy Elections Administrator
Tabulation Supervisor:	Christopher Davis, Williamson County Elections Administrator
Presiding Judge:	Kay Smith, Williamson County Warehouse Manager
Alternate Judge:	Julie Seippel, Williamson County Voter Registration Supervisor

The Counting Station Manager or her 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 May 10, 2016 and no later than May 18, 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 May 7, 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 early voting and runoff elections after the May 7, 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 their 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 May 7, 2016 election is \$250,000.00 and is based on the cost of previous May joint general and 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**

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

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

**ELECTIONS ADMINISTRATOR:**

\_\_\_\_\_  
Christopher Davis, Elections Administrator  
Williamson County, Texas

WITNESS BY MY HAND THIS THE 24 DAY OF March, 2016.

**PARTICIPATING AUTHORITY:**

Name of Participating Authority: City of Austin

By: Jannette S. Goodale

Printed Name: Jannette S. Goodale

Official Capacity: City Clerk

ATTEST:

\_\_\_\_\_



## **ATTACHEMENT A**

.. Election Day voting locations (to be determined)

**ATTACHMENT B**

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