

ORDINANCE NO. 20180920-094

AN ORDINANCE REPEALING EXHIBITS A, B, C, AND D OF ORDINANCE NO. 20180809-113 ORDERING THE NOVEMBER 6, 2018 GENERAL AND SPECIAL MUNICIPAL ELECTIONS, AND REPLACING THEM WITH NEW AND ADDITIONAL EXHIBITS A, B, C, D, E, F, G, H, AND I THAT ADOPT CHANGES TO ELECTION DAY AND EARLY VOTING POLLING PLACES, ATTACH EXECUTED CONTRACT FOR ELECTION SERVICES, ATTACH EXECUTED JOINT ELECTION AGREEMENTS, AND LIST ELECTION DAY JUDGES, CENTRAL COUNTING STATION STAFF, AND EARLY VOTING BALLOT BOARD MEMBERS; AND DECLARING AN EMERGENCY.

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

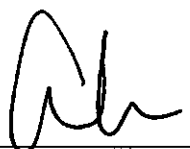
PART 1. Ordinance No. 20180809-113 ordering the November 6, 2018 general and special municipal elections is amended to repeal Exhibits A, B, C, and D, and to replace them with new and additional exhibits as follows: signed copy in English and Spanish of the ordinance calling the election and establishing ballot language (Exhibit A), list of election day polling places (Exhibit B), designation of main early voting location (Exhibit C), list of early voting polling places (Exhibit D), election services contract (Exhibit E), joint election agreements (Exhibit F), list of election day presiding judges and alternate judges (Exhibit G), list of central counting station staff (Exhibit H), list of early voting ballot board members (Exhibit I), all attached and incorporated herein by reference.

PART 2. 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.

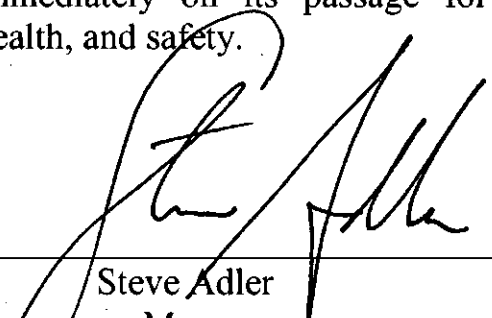
PASSED AND APPROVED

September 20, 2018

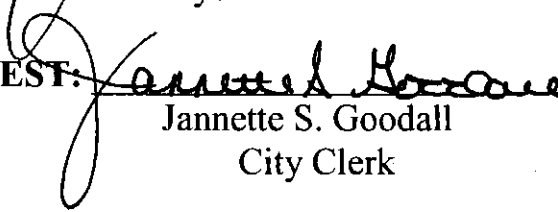
APPROVED:


Anne L. Morgan
City Attorney

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Steve Adler
Mayor

ATTEST:


Jannette S. Goodall
City Clerk

Exhibits A – I

Exhibit A: Ordinance No. 20180809-113 (in English and Spanish)

Exhibit B: Election Day Polling Places

Exhibit C: Main Early voting location information

Exhibit D: Early Voting Polling Places

Exhibit E: Election Services Contract

Exhibit F: Joint Election Agreements

Exhibit G: Election Day Presiding Judges and Alternate Judges

Exhibit H: Central Counting Station Staff

Exhibit I: Early Voting Ballot Board Members

ORDINANCE NO. 20180809-113

AN ORDINANCE ORDERING A GENERAL MUNICIPAL ELECTION TO BE HELD IN THE CITY OF AUSTIN ON NOVEMBER 6, 2018, FOR THE PURPOSE OF ELECTING A MAYOR (AT LARGE) AND CITY COUNCIL MEMBERS (SINGLE MEMBER DISTRICTS) FOR DISTRICT 1, DISTRICT 3, DISTRICT 5, DISTRICT 8, AND DISTRICT 9; ORDERING A SPECIAL ELECTION FOR THE PURPOSE OF AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS; ORDERING A SPECIAL ELECTION FOR THE PURPOSE OF SUBMITTING PROPOSED CHARTER AMENDMENTS TO THE VOTERS; ORDERING A SPECIAL ELECTION FOR THE PURPOSE OF SUBMITTING TO THE VOTERS A PROPOSED CITIZEN-INITIATED ORDINANCE REGARDING WHETHER THERE MUST BE BOTH A WAITING PERIOD AND SUBSEQUENT VOTER APPROVAL BY ELECTION BEFORE ANY COMPREHENSIVE REVISIONS OF THE CITY'S LAND DEVELOPMENT LAWS MAY GO INTO EFFECT; ORDERING A SPECIAL ELECTION TO SUBMIT TO THE VOTERS A PROPOSED CITIZEN-INITIATED ORDINANCE RELATING TO AN EFFICIENCY STUDY OF THE CITY'S OPERATIONAL AND FISCAL PERFORMANCE; PROVIDING FOR THE CONDUCT OF THE GENERAL MUNICIPAL AND SPECIAL ELECTIONS; AUTHORIZING THE CITY CLERK TO ENTER INTO JOINT ELECTION AGREEMENTS WITH OTHER LOCAL POLITICAL SUBDIVISIONS AS MAY BE NECESSARY FOR THE ORDERLY CONDUCT OF THE ELECTIONS; AND DECLARING AN EMERGENCY.

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

PART 1. A general municipal election shall be held in the City of Austin on November 6, 2018. At the election there shall be elected by the qualified voters of the City a Mayor (at large) and City Council Members (single member districts) for District 1, District 3, District 5, District 8, and District 9. The candidates for Mayor shall meet all requirements and shall be residents of the City of Austin, and shall be elected by majority vote of the City at large. The candidates for Districts 1, 3, 5, 8, and 9 shall meet all requirements and shall be residents of their respective districts, and shall be elected by majority vote of voters residing in each respective district.

PART 2. A special election shall be held in the City of Austin on November 6, 2018, for the voters to consider the issuance of general obligation bonds and notes. The Council establishes that the following propositions shall be presented to the voters at the special election:

Proposition A (Affordable Housing)

CITY OF AUSTIN, TEXAS PROPOSITION A

Shall the City Council of the City of Austin, Texas be authorized to issue general obligation bonds and notes of the City for the public purposes of planning, designing, acquiring, constructing, renovating, improving, and equipping affordable housing facilities and related infrastructure for low and moderate income persons and families; acquiring land and interests in land and property necessary for such purposes; funding affordable housing and home repair programs as may be permitted by law; funding loans and grants for affordable housing purposes, pursuant to an economic development program now or hereafter approved; and all matters necessary or incidental thereto; with the bonds and notes to be issued in one or more series or issues, in the aggregate principal amount of \$250,000,000, to mature serially or otherwise and bear interest at a rate or rates not to exceed the respective limits prescribed by law at the time of issuance, and to be sold at the price or prices as the City Council determines and shall there be levied and pledged, assessed, and collected annually ad valorem taxes on all taxable property in the City in an amount sufficient, within the limits prescribed by law, to pay the annual interest on the bonds and notes and to provide a sinking fund to pay the bonds and notes at maturity?

Proposition B (Libraries, Museums and Cultural Arts Facilities)

CITY OF AUSTIN, TEXAS PROPOSITION B

Shall the City Council of the City of Austin, Texas be authorized to issue general obligation bonds and notes of the City for the public purposes of planning, designing, acquiring, constructing, renovating, improving, and equipping community and cultural facilities, libraries, museums, and cultural arts facilities, which include creative spaces dedicated to the creation, exhibition, or preservation of art and creative expression; acquiring land and interests in land and property for such purposes; and all matters necessary or incidental thereto; with the bonds and notes to be issued in one or more series or issues, in the aggregate principal amount of \$128,000,000, to mature serially or otherwise and bear interest at a rate or rates not to exceed the respective limits prescribed by law at the time of issuance, and to be sold at the price or prices as the City Council determines and shall there be levied and

pledged, assessed, and collected annually ad valorem taxes on all taxable property in the City in an amount sufficient, within the limits prescribed by law, to pay the annual interest on the bonds and notes and to provide a sinking fund to pay the bonds and notes at maturity?

Proposition C (Parks and Recreation)

CITY OF AUSTIN, TEXAS PROPOSITION C

Shall the City Council of the City of Austin, Texas, be authorized to issue general obligation bonds and notes of the City for park and recreation purposes, to wit: planning, designing, acquiring, constructing, renovating, improving and equipping public parks, recreation centers and other park buildings and infrastructure, natural areas, and other related facilities, including, without limitation, playgrounds, hike and bike trails, athletic fields, swimming pools, sports and aquatics facilities, and related parking lot and roadway infrastructure; acquiring land and interests in land and property necessary for such purposes; and all matters necessary or incidental thereto; with the bonds and notes to be issued in one or more series or issues, in the aggregate principal amount of \$149,000,000, to mature serially or otherwise and bear interest at a rate or rates not to exceed the respective limits prescribed by law at the time of issuance, and to be sold at the price or prices as the City Council determines and shall there be levied and pledged, assessed, and collected annually ad valorem taxes on all taxable property in the City in an amount sufficient, within the limits prescribed by law, to pay the annual interest on the bonds and notes and to provide a sinking fund to pay the bonds and notes at maturity?

Proposition D (Flood Mitigation, Open Space and Water Quality Protection)

CITY OF AUSTIN, TEXAS PROPOSITION D

Shall the City Council of the City of Austin, Texas, be authorized to issue general obligation bonds and notes of the City for the public purposes of planning, designing, acquiring, constructing, and installing improvements and facilities for flood mitigation and control, erosion control, water quality, water quantity, and storm-water drainage and acquiring land, open spaces and interests in land and property for the conservation, preservation and protection of natural areas and the

region's water quality; and all matters necessary or incidental thereto; with the bonds and notes to be issued in one or more series or issues, in the aggregate principal amount of \$184,000,000, to mature serially or otherwise and bear interest at a rate or rates not to exceed the respective limits prescribed by law at the time of issuance, and to be sold at the price or prices as the City Council determines and shall there be levied and pledged, assessed, and collected annually ad valorem taxes on all taxable property in the City in an amount sufficient, within the limits prescribed by law, to pay the annual interest on the bonds and notes and to provide a sinking fund to pay the bonds and notes at maturity?

Proposition E (Health and Human Services)

CITY OF AUSTIN, TEXAS PROPOSITION E

Shall the City Council of the City of Austin, Texas be authorized to issue general obligation bonds and notes of the City for the public purposes of planning, designing, acquiring, constructing, and equipping a new neighborhood public health and human services facility in the Dove Springs area, to be owned and operated by the City; acquiring land and interests in land and property necessary for such purposes; and all matters necessary or incidental thereto; with the bonds and notes to be issued in one or more series or issues, in the aggregate principal amount of \$16,000,000, to mature serially or otherwise and bear interest at a rate or rates not to exceed the respective limits prescribed by law at the time of issuance, and to be sold at the price or prices as the City Council determines and shall there be levied and pledged, assessed, and collected annually ad valorem taxes on all taxable property in the City in an amount sufficient, within the limits prescribed by law, to pay the annual interest on the bonds and notes and to provide a sinking fund to pay the bonds and notes at maturity?

Proposition F (Public Safety)

CITY OF AUSTIN, TEXAS PROPOSITION F

Shall the City Council of the City of Austin, Texas be authorized to issue general obligation bonds and notes of the City for public safety purposes, to wit: planning, designing, renovating, improving, and equipping existing fire department facilities and existing emergency medical service facilities in the City; and all matters necessary or

incidental thereto; with the bonds and notes to be issued in one or more series or issues, in the aggregate principal amount of \$38,000,000, to mature serially or otherwise and bear interest at a rate or rates not to exceed the respective limits prescribed by law at the time of issuance, and to be sold at the price or prices as the City Council determines and shall there be levied and pledged, assessed, and collected annually ad valorem taxes on all taxable property in the City in an amount sufficient, within the limits prescribed by law, to pay the annual interest on the bonds and notes and to provide a sinking fund to pay the bonds and notes at maturity?

Proposition G (Transportation Infrastructure)

CITY OF AUSTIN, TEXAS PROPOSITION G

Shall the City Council of the City of Austin, Texas, be authorized to issue general obligation bonds and notes of the City for transportation and mobility purposes, to wit: planning, designing, constructing, reconstructing, equipping and improving roads, streets, intersections, sidewalks, bridges, urban trails, and related utility and drainage infrastructure; improving traffic signal synchronization and communications and control systems; acquiring and installing traffic signals and related technology; acquiring land and interests in land and property necessary for such purposes; and all matters necessary or incidental thereto; with the bonds and notes to be issued in one or more series or issues, in the aggregate principal amount of \$160,000,000, to mature serially or otherwise and bear interest at a rate or rates not to exceed the respective limits prescribed by law at the time of issuance, and to be sold at the price or prices as the City Council determines and shall there be levied and pledged, assessed, and collected annually ad valorem taxes on all taxable property in the City in an amount sufficient, within the limits prescribed by law, to pay the annual interest on the bonds and notes and to provide a sinking fund to pay the bonds and notes at maturity?

PART 3. The propositions will appear on the official ballot in substantially the following form, and the ballot shall be prepared to permit voting "for" or "against" each proposition:

CITY OF AUSTIN, TEXAS SPECIAL ELECTION
CITY OF AUSTIN, TEXAS PROPOSITION A

The issuance of \$250,000,000 in tax supported general obligation bonds and notes for planning, constructing, renovating, improving, and equipping affordable housing facilities for low income and moderate income persons and families, and acquiring land and interests in land and property necessary to do so, funding loans and grants for affordable housing, and funding affordable housing programs, as may be permitted by law; and the levy of a tax sufficient to pay for the bonds and notes.

CITY OF AUSTIN, TEXAS SPECIAL ELECTION
CITY OF AUSTIN, TEXAS PROPOSITION B

The issuance of \$128,000,000 in tax supported general obligation bonds and notes for planning, acquiring, constructing, renovating, improving, and equipping community and cultural facilities, libraries, museums, and cultural and creative arts facilities, and acquiring land and interests in land and property necessary to do so; and the levy of a tax sufficient to pay for the bonds and notes.

CITY OF AUSTIN, TEXAS SPECIAL ELECTION
CITY OF AUSTIN, TEXAS PROPOSITION C

The issuance of \$149,000,000 in tax supported general obligation bonds and notes for planning, acquiring, constructing, renovating, improving and equipping public parks, recreation centers, natural areas, and other related facilities, including, without limitation, playgrounds, hike and bike trails, sports courts, and swimming pools, and acquiring land and interests in land and property necessary to do so; and the levy of a tax sufficient to pay for the bonds and notes.

CITY OF AUSTIN, TEXAS SPECIAL ELECTION
CITY OF AUSTIN, TEXAS PROPOSITION D

The issuance of \$184,000,000 in tax supported general obligation bonds and notes for flood mitigation, open space and water quality and quantity for planning, designing, acquiring, constructing, and installing improvements and facilities for flood control, erosion control, water quality, water quantity, and storm-water drainage, and acquiring land,

open spaces, and interests in land and property necessary to do so; and the levy of a tax sufficient to pay for the bonds and notes.

CITY OF AUSTIN, TEXAS SPECIAL ELECTION
CITY OF AUSTIN, TEXAS PROPOSITION E

The issuance of \$16,000,000 in tax supported general obligations bonds and notes for planning, constructing, reconstructing, improving, and equipping a neighborhood public health and human services facility in the Dove Springs area; and the levy of a tax sufficient to pay for the bonds and notes.

CITY OF AUSTIN, TEXAS SPECIAL ELECTION
CITY OF AUSTIN, TEXAS PROPOSITION F

The issuance of \$38,000,000 in tax supported general obligation bonds and notes for planning, renovating, improving, and equipping existing public safety facilities, specifically fire and emergency medical services stations, buildings, and other related facilities; and the levy of a tax sufficient to pay for the bonds and notes.

CITY OF AUSTIN, TEXAS SPECIAL ELECTION
CITY OF AUSTIN, TEXAS PROPOSITION G

The issuance of \$160,000,000 in tax supported general obligation bonds and notes for planning, constructing, reconstructing, and improving roads, streets, intersections, sidewalks, bridges, urban trails and related utility and drainage infrastructure for the roads and streets; improving traffic signal synchronization and control systems; acquiring and installing traffic signals; and acquiring land and interests in land and property necessary to do so; and the levy of a tax sufficient to pay for the bonds and notes.

PART 4. Pursuant to Section 3.009, Texas Election Code: (i) the proposition language that will appear on the ballot is set forth in Part 3 hereof, (ii) the purposes for which the bonds and notes are to be authorized are set forth in Part 2 hereof, (iii) the principal amount of bonds and notes to be authorized is set forth in Part 2 hereof, (iv) if the issuance of bonds and notes is authorized by voters, taxes sufficient, within the limits prescribed by law, to pay the annual principal of and interest on the bonds and notes and to provide a sinking fund to pay the bonds and notes may be imposed,

as set forth in Part 2 hereof, (v) bonds and notes authorized pursuant to this ordinance may be issued to mature over not to exceed 40 years from their date of issuance and bearing interest at the rate or rates as authorized by law and determined by the Council, (vi) as of the beginning of the City's current fiscal year, the aggregate amount of outstanding principal of the City's debt obligations was \$1,378,485,000 and the aggregate amount of outstanding interest on the City's debt obligations was \$494,427,000, and (vii) the City's ad valorem debt service tax rate as of the date of adoption of this ordinance is \$.1055 per \$100 of taxable property.

Based upon market conditions as of the date of this ordinance and using taxable assessed values for the 2017 tax year (2017/2018 fiscal year), without adjustment for anticipated growth in taxable assessed value in future years, if the bonds and notes are authorized, the estimated total tax rate of the City is expected to be approximately \$.5440 per \$100 of taxable assessed value, (which represents an increase of \$.0992 per \$100 taxable assessed valuation as compared to the City's total tax rate as of the date of the adoption of this ordinance), based on current State law, which is subject to change. The estimated total tax rate represents the sum of (i) the most recently adopted tax rate for operations and maintenance, which is \$.3393 per \$100 of taxable assessed valuation, plus (ii) the estimated tax rate for debt obligations of the City, including the bonds and notes, which is expected to be approximately \$.2047 per \$100 of taxable assessed valuation.

If approved by voters, the bonds and notes will be secured by an ad valorem tax that is sufficient, within the limits prescribed by law, to pay the principal of and interest on the bonds and notes and to provide a sinking fund to pay the bonds and notes. Actual tax rates, interest rates, maturity dates, aggregate outstanding indebtedness and interest on such debt, will only be established and known at the time that bonds and notes are issued. In addition, actual tax rates will depend upon, among other factors, the assessed valuation of taxable property, prevailing interest rates, the market for the City's bonds and notes and general market conditions at the time that bonds and notes are issued.

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

authority of the Council to issue bonds and notes in accordance with the propositions submitted herein.

If the issuance of bonds and notes is approved by a majority of the voters voting on the proposition to issue bonds and notes for affordable housing (Proposition A), funding of affordable housing projects shall be in accordance with guidelines of the City relating to affordable housing now and hereafter existing, including but not limited to guidelines for rental housing, home ownership, and home repair. The guidelines have been developed by staff after consulting with bond counsel. The guidelines governing affordable housing projects comprise a program established in part under authority of Chapter 380 of the Texas Local Government Code, relating to the issuance of ad valorem tax supported obligations for this purpose, and Council approves and affirms this program, the guidelines governing the program, and their application to the issuance of bonds and notes for affordable housing purposes.

PART 5. A charter amendment election shall be held in the City on November 6, 2018, at which the ballot shall be prepared to permit voting "Yes" or "No" on the following propositions:

Proposition H: Shall the City Charter be amended to provide that the term of service and process for removal of the Planning Commission members be determined by ordinance?

Proposition I: Shall the City Charter be amended to make non-substantive corrections to grammar, typographical errors, capitalization, punctuation, and sentence structure; and to change or remove charter language that is obsolete?

PART 6 – If Proposition H is approved by the majority of voters voting at the election, the City Charter is amended to read as follows:

ARTICLE X. – PLANNING.

§ 2. - THE PLANNING COMMISSION — ORGANIZATION.

There shall be established a planning commission which shall consist of citizens of the City of Austin who must be registered voters in the city and must have resided within the city for one year next preceding their appointment. The planning commission shall have a number of members equal to the number of members on the council plus two [(2)]additional members, a minimum of two-thirds of the members who shall be lay members not directly or indirectly connected with real estate and land development. The city manager, the

chairperson of the zoning board of adjustment, the director of public works and the president of the board of trustees of the Austin Independent School District shall serve as ex officio members. The members of said commission shall be appointed by the council for a term of up to two ~~[(2)]~~ years ~~[- five (5) members to be appointed in every odd-numbered year and four (4) members in every even-numbered year]~~. The timing of appointments, as well as a process for removing commissioners prior to expiration of a term, shall be established by ordinance. The commission shall elect a chairperson from among its membership and shall meet not less than once each month. Vacancies in an unexpired term shall be filled by the council for the remainder of the term.

PART 7. If Proposition I is approved by the majority of voters voting at the election, the City Charter is amended to read as follows:

ARTICLE I. - INCORPORATION, FORM OF GOVERNMENT, POWERS.

§ 1. - INCORPORATION.

The inhabitants of the City of Austin, ~~[Travis County,]~~ Texas, within its corporate limits, as established by Chapter 90, page 634, Special Laws of Texas, 1909, 31st Legislature, and as extended by ordinances of the City of Austin enacted subsequent thereto, shall continue to be and are hereby constituted a body politic and corporate, in perpetuity, under the name the "City of Austin," hereinafter referred to as the "city," with such powers, privileges, rights, duties, and immunities as are herein provided.

§ 3. - GENERAL POWERS.

The city shall have all the powers granted to cities by the constitution ~~[Constitution]~~ and laws of the State of Texas, together with all the implied powers necessary to carry into execution such granted powers. The city may use a corporate seal; may sue and be sued; may contract and be contracted with; may cooperate with the government of the State of Texas or any agency or political subdivision thereof, or with the federal government or any agency thereof, to accomplish any lawful purpose for the advancement of the interest, welfare, health, morals, comfort, safety, and convenience of the city and its inhabitants; may acquire property within or without its corporate limits for any municipal purposes in fee simple, or in any lesser interest or estate, by purchase, gift, devise, lease or condemnation, and, subject to the provisions of this Charter, may sell, lease, mortgage, hold, manage, and control such property as may now or hereafter be owned by it; may pass ordinances and enact such regulations as may be expedient for the maintenance of the good

government, order, and peace of the city and the welfare, health, morals, comfort, safety, and convenience of its inhabitants. In addition to the powers enumerated herein, and subject only to the limitations imposed by the state constitution, the state laws, and this Charter, the city shall have, without the necessity of its express enumeration in this Charter, each and every power which, by virtue of Article XI, Section 5, of the Constitution of Texas, the people of the city are empowered by election to grant to or confer upon the city by expressly and specifically granting and enumerating the same herein.

§ 4. - STREETS AND PUBLIC PROPERTY.

The city shall have exclusive dominion, control, and jurisdiction[;] in, upon, over, and under the public streets, sidewalks, alleys, highways, public squares, and public ways within the corporate limits of the city, and in, upon, over, and under all public property of the city. With respect to each and every public street, sidewalk, alley, highway, public square, or other public way within the corporate limits of the city, the city shall have the power to establish, maintain, alter, abandon, or vacate the same; to regulate, establish, or change the grade thereof; to control and regulate the use thereof; and to abate and remove in a summary manner any encroachment thereon.

§ 5. - STREET DEVELOPMENT AND IMPROVEMENT.

The city shall have the power to develop and improve, or cause to be developed and improved, any and all public streets, sidewalks, alleys, highways, and other public ways within the corporate limits of the city by laying out, opening, narrowing, widening, straightening, extending and establishing building lines along the same; by purchasing, condemning, and taking property therefor; by filling, grading, raising, lowering, paving, repaving, and repairing, in a permanent manner, the same; and by constructing, reconstructing, altering, repairing, and realigning curbs, gutters, drains, sidewalks, culverts, and other appurtenances and incidentals in connection with such development and improvements. The city may make or cause to be made any one or more of the kinds or classes of development and improvement authorized hereinabove, or any combination or parts thereof. The cost of such development and improvement shall be paid by the city, or partly by the city and partly by assessments levied against the property abutting thereon and the owners thereof, and such assessments may be levied in any amounts and under any procedure now or hereafter permitted by state law.

If improvements be ordered constructed in any part of the area between and under rails, tracks, double-tracks, turnouts and switches, and two [(2)] feet on each

side thereof, of any railway[,] using, occupying, or crossing any such highway, portion or portions thereof, ordered improved, then the city council shall have power to assess the whole cost of improvements in such area against such railway, and shall have power, by ordinance, to levy a special tax upon such railway, and its road-bed, ties, rails, fixtures, rights and franchises, which tax shall constitute a lien thereon superior to any other lien or claim except state, county, and city ad valorem taxes, and which may be enforced either by sale of said property in the manner provided by law for the collection of ad valorem taxes by the city, or by suit in any court having jurisdiction. The ordinance levying such tax shall prescribe the time, terms and conditions of payment thereof, and the rate of interest, not to exceed eight percent [(8%)] per annum, and same, if not paid when due, shall be collectible, together with interest, to expenses of collection and reasonable attorney's fees, if incurred. The city council shall have power to cause to be issued assignable certificates in evidence of any such assessments.

As an alternate and cumulative method of developing, improving, and paving any and all public streets, sidewalks, alleys, highways, and other public ways within the corporate limits, the city shall have the power and authority to proceed in accordance with Chapter 106, page 489, Acts 1927, Fortieth Legislature, First Called Session, as now or hereafter amended,[,] to adopt plans and specifications pursuant thereto; to pay to the contractor, the successful bidder, in cash, that part of the cost which may be assessed against the abutting property and the owners thereof; to reimburse itself for the amount paid such contractor by levying assessments against the abutting property and the owners thereof, after the hearing and notice prescribed in the aforesaid statutes, in an amount permitted by said statutes and not in excess of the enhancement in value of such property occasioned by the improvements; and to issue assignable certificates in favor of the city for such assessments, said certificates to be enforceable in the manner prescribed by the aforesaid statutes. The city shall likewise have the power to make any such development, improvement or paving with its own forces if, in the opinion of the council, the work can be done more expeditiously or economically, and in such event the city shall have the power to reimburse itself for the cost of such improvement in the same amount and in the same manner as if the work had been performed by a successful bidding contractor.

§ 6. - ANNEXATION FOR ALL PURPOSES.

The city [City] council [Council] shall have the power by ordinance to fix the boundary limits of the City of Austin; and to provide for the alteration, reduction, and the extension of said boundary limits, and the annexation of additional territory lying adjacent to the city, with or without the consent of the territory and inhabitants annexed. Before the city [City] may institute annexation or disannexation

proceedings, the city [City] council [Council] shall provide an opportunity for all interested persons to be heard at a public hearing. Prior notice of such hearings shall be published in accordance with state law in a newspaper having general circulation in the city [City] and in the territory proposed to be annexed. Upon the final passage of any such ordinance, the boundary limits of the city [City] shall thereafter be fixed in such ordinance; and when any additional territory has been so annexed, same shall be a part of the City of Austin, and the property situated therein shall bear its pro rata part of the taxes levied by the city, and the inhabitants thereof shall be entitled to all rights and privileges of all the citizens, and shall be bound by the acts, ordinances, resolutions, and regulations of the city [City].

§ 7. - LIMITED PURPOSE ANNEXATION.

In addition to the power to annex additional territory for all purposes, the city [City] shall have the power, by ordinance, to fix, alter, and extend the corporate boundary limits of the city [City] for the limited purposes of planning, zoning, health, and safety and to annex for such limited purposes additional territory lying adjacent to the city [City], with or without the consent of the property owners or inhabitants of such annexed territory; provided, however, that no such territory which lies farther than five miles from the corporate boundary limits enclosing the territory which is a part of the city [City] for all purposes, as those corporate boundary limits are now or may hereafter be established, shall be annexed for any limited purpose or purposes. Whenever the boundary limits annexed for such limited purposes are not coterminous with the corporate boundary limits enclosing the territory which a part of the city [City] for all purposes, such boundary limits of the limited purpose territory shall be known as "Limited Purpose Boundary Limits." Every ordinance by which territory is to be annexed to the city [City] for limited purposes shall state clearly the limited purpose or purposes for which it is being annexed, and shall be published one time, in a newspaper of general circulation in the city [City] and in the form in which it is to be finally adopted, not less than 30[~~thirty~~(30)] days prior to its final passage.

When any additional territory has been annexed for said limited purpose or purposes, it shall be a part of the city for such limited purpose or purposes only. However, in dealing with the property and inhabitants thereof, the city [City] shall have every power which it otherwise possesses and which is reasonable and expedient for the accomplishment of the limited purpose or purposes for which such property is annexed, and the power of the city [City] to deal with the property and inhabitants of such limited purpose territory shall include the powers enumerated in the next two [(2)] succeeding sentences but shall not be limited or restricted thereto. With regard to territory annexed for the limited purpose of planning or zoning, the

city [City] shall have the power to control and regulate the use of property and the density of structures, to require compliance with reasonable zoning regulations, to control and regulate the subdivision of property and to control and regulate the construction of buildings. With regard to territory annexed for the limited purpose or purposes of health or safety, the city [City] shall have the power to adopt all reasonable regulations pertaining to health and safety and to require compliance with such regulations. Every inhabitant of territory annexed for limited purpose or purposes, who is otherwise qualified, shall be entitled to vote in city [City] elections on every issue where the question[s] is the election or recall of a city [City] council member or the amendment of this Charter, and every such inhabitant shall be deemed to be a citizen of the city [City] in connection with any ordinance, regulation, or action which is, or is alleged to be, applicable to him or her or his or her property because of such limited purpose annexation, but will not be eligible to run for any office in the City of Austin. The city [City] shall have no power to levy any tax for municipal purposes on either the property or ~~[of]~~ the inhabitants of territory annexed for limited purpose or purposes, and no funds of the city [City] shall be spent in such territory except where reasonable and expedient for the accomplishment of the limited purpose or purposes for which the territory is annexed; but the city [City] may collect reasonable charges from property owners and inhabitants of such territory for services rendered by the city [City] in the accomplishment of the limited purpose or purposes for which the territory is annexed.

ARTICLE II. - THE COUNCIL.

§ 3. - REDISTRICTING.

(A) For purposes of this section, the following terms are defined:

(4) PANEL means the Applicant Review Panel of three qualified, independent auditors that screens applicants for the commission [Commission].

(B) In 2013 and thereafter in each year following the year in which the national census is taken under the direction of Congress at the beginning of each decade, the commission [Commission] shall adjust the boundary lines of the 10 single-member districts in conformance with the standards and process set forth in this article. The commission [Commission] shall be fully established no later than July 1, 2013, and thereafter no later than March 1 in each year ending in the number (1). The commission [Commission] shall not draw district lines at any other time, except if the districts must be redrawn because of a judicial decision invalidating the then existing district

plan, in whole or in part, or the date of the city election is moved. If the date of the city election is moved, then the dates in this article shall be adjusted to ensure the commission has sufficient time to draw the lines prior to the election date.

(C) The commission shall:

- (1) conduct an open and transparent process enabling full public consideration of and comment on the drawing of district lines;
- (2) draw district lines according to the redistricting criteria specified in this section; and
- (3) conduct themselves with integrity and fairness. This selection process is designed to produce a commission that is independent from influence by the city [City] council [Council] and is reasonably representative of this city's diversity.

(D) The commission shall consist of 14 members.

- (1) Each commission member shall be a voter who has been continuously registered in the City of Austin for five or more years immediately preceding the date of his or her appointment. Each commission member, except the student member described below, shall have voted in at least three of the last five City of Austin general elections immediately preceding his or her application. One commission member shall be a student duly enrolled in a community college or university in the City of Austin and who resides and is registered to vote in the City of Austin.
- (2) The term of office of each member of the commission expires upon the appointment of the first member of the succeeding commission in the year following the year in which the national census is taken.
- (3) Nine members of the commission shall constitute a quorum. Nine or more affirmative votes shall be required for any official action, including approval of a final plan establishing the boundaries of any council district.
- (4) Each commission member shall apply this section in a manner that is impartial and that reinforces public confidence in the integrity of the redistricting process. A commission member shall be ineligible, for a

period of 10 years beginning from the date of appointment, to hold elective public office for the City of Austin. A member of the commission shall be ineligible, for a period of three years beginning from the date of appointment, to hold appointive public office for the City of Austin, to serve as paid staff for, or as a paid consultant to, the City of Austin, the city [City] council [Council] or any member of the city [City] council [Council], or to receive a noncompetitively bid contract with the City of Austin. This three year ban on having a paid consultancy or entering noncompetitively bid contracts applies to the member individually and all entities for which the member is a controlling person.

(E) The commission shall establish the boundaries of the council districts for the City of Austin in a plan using the following criteria as set forth in the following order of priority:

- (1) districts shall comply with the United States Constitution. Each council district shall have reasonably equal population with other districts, except where deviation is required to comply with the federal Voting Rights Act or is allowable by law.
- (2) districts shall comply with the federal Voting Rights Act (52[42] U.S.C. Sec. 10101[1971] and following) and any other requirement of federal or state law.
- (3) districts shall be geographically contiguous.
- (4) the geographic integrity of any local neighborhood or local community of interest shall be respected in a manner that minimizes their division to the extent possible without violating the requirements of any of the preceding subsections. A community of interest is a contiguous population that shares common social and economic interests that should be included within a single district for purposes of its effective and fair representation. Communities of interest shall not include relationships with political parties, incumbents, or political candidates.
- (5) to the extent practicable, district boundaries shall be drawn to encourage geographical compactness such that nearby areas of population are not bypassed for more distant populations.

- (6) to the extent practicable, district boundaries shall be drawn using the boundaries of existing election precincts.
 - (7) to the extent practicable, district boundaries shall be drawn using geographically identifiable boundaries.
- (G) By December 1, 2013, and thereafter by November 1 in each year ending in the number one ~~[(1)]~~, the commission shall adopt a final plan for the City of Austin specifically describing the district boundaries for each of the council districts prescribed above. Upon adoption, the commission shall certify the plan to the city [City] council [Council]. The city council may not change the plan. The plan shall have the force and effect of law.
- (1) The commission shall issue a report that explains the basis on which the commission made its decisions in achieving compliance with the criteria listed above and shall include definitions of the terms and standards used in drawing the final plan.
 - (2) If the commission does not adopt a final plan by the dates in this section, the city attorney for the City of Austin shall immediately petition state court for an order prescribing the boundary lines of the single-member districts in accordance with the redistricting criteria and requirements set forth in this section[Section]. The plan prescribed by the court shall be used for all subsequent city council elections until a final plan is adopted by the commission to replace it.
- (H) The commission has the sole legal standing to defend any action regarding a certified final map, and shall inform the city [City] council [Council] if it determines that funds or other resources provided for the operation of the commission are not adequate. The city [City] council [Council] shall provide adequate funding to defend any action regarding a certified map. The commission has sole authority to determine whether the city attorney or other legal counsel retained by the commission at its discretion shall represent the commission in defense of a certified final map.
- (I) Commission Selection Process.
- (1) No later than December 1, 2012, and thereafter by June 1 in each year ending in the number zero, the City of Austin Auditor shall initiate and widely publicize an application process, open to all registered City of Austin voters who meet the requirements of subdivision 3(D)(1) above,

in a manner that promotes a large, diverse (by race, ethnicity, gender, and geography) and qualified commissioner~~[Commissioner]~~ applicant pool. The City Auditor shall take all reasonable and necessary steps to ensure that the pool has the requisite numbers, diversity, and qualifications. This process shall remain open until February 1, 2013, and thereafter until September 30 in each year ending in the number zero.

(2) No later than December 1, 2012, and thereafter by June 1 in each year ending in the number zero, the City of Austin Auditor shall initiate and widely publicize an application process, open to all qualified independent auditors that reside in the City of Austin and who meet the requirements of subdivision 3(A)(5) above, in a manner that promotes a large pool of applicants and applicant diversity by race, ethnicity, gender, and geography. This process shall remain open until February 1, 2013 and thereafter until September 1 in each year ending in the number zero.

(3) The City of Austin Auditor shall remove from the commissioner or independent auditor applicant pool any person with conflicts of interest including:

(a) Within the five years immediately preceding the date of application, either the applicant or their spouse, shall have done any of the following:

(i) been appointed to, elected to, or have been a candidate for state or city office.

(ii) served as an officer, employee, or paid consultant of a political party or of the campaign committee of a candidate for elective state, county or city office.

(iii) been a registered state or local lobbyist.

(iv) contributed or bundled \$1,000 or more in aggregate to candidates for City of Austin elective office in the last city election.

(b) A person who has been, within the three years immediately preceding the date of application: a paid employee of the City of Austin; person performing paid services under a professional or

political contract to the City of Austin; to the city [City] council [Council], or to any member of the city [City] council [Council]; any controlling person of any such consultant; or a spouse of any of the foregoing.

- (4) No later than February 15, 2013, and no later than October 1 in each year ending in the number zero, the City [~~of Austin~~] Auditor shall review the auditor review panel applicants and remove those who do not meet the prescribed qualifications in subdivision 3(A)(5) or have conflicts of interest as defined by subdivision 3(I)(3). No later than February 15, 2013, and no later than October 1 in each year ending in the number zero, the City [~~of Austin~~] Auditor shall at a public meeting randomly draw the names of three qualified independent auditors from a pool consisting of all qualified independent auditors, without conflicts of interest, that have applied to serve on the Applicant Review Panel. After the drawing, the City Auditor shall notify the three qualified independent auditors whose names have been drawn that they have been selected to serve on the panel. If any of the three qualified independent auditors declines to serve on the panel or is disqualified because of any conflict of interest prescribed above in subdivision 3(I)(2), the City [~~of Austin~~] Auditor shall resume the random drawing at a public meeting as soon as possible until three qualified independent auditors who meet the requirements of this section have agreed to serve on the panel.
- (5) No later than March 1, 2013, and thereafter no later than October 31 in each year ending in the number zero, the City [~~of Austin~~] Auditor shall have reviewed and removed individuals with conflicts of interest as defined in subdivision 3(I)(3), or who fail to meet the qualification prescribed in subdivision 3(D)(1), from among the commission applicants, and then shall publicize the names in the applicant pool and provide copies of their applications to the Applicant Review Panel.
- (6) No later than May 1, 2013, and thereafter by January 15 in each year ending in the number one, the Applicant Review Panel shall select a pool of 60 applicants from among the qualified applicants. These persons shall be the most qualified applicants on the basis of relevant analytical skills, ability to be impartial, residency in various parts of the city [City], and appreciation for the City of Austin's diverse demographics and geography. The members of the Applicant Review Panel shall not communicate directly or indirectly with any elected

member of the city [City] council [Council], or their representatives, about any matter related to the nomination process or any applicant prior to the presentation by the panel of the pool of recommended applicants to the city [City] council [Council].

- (7) No later than May 2, 2013, and by January 16 in each year ending in the number one thereafter, the Applicant Review Panel shall submit its pool of 60 recommended applicants to the city [City] council [Council]. Each member of the city [City] council [Council] within five days in writing may strike up to one applicant from the pool of applicants. No reason need be given for a strike. Any applicant struck by any member of the city [City] council [Council] must be removed from the pool of applicants. No later than May 8, 2013, and thereafter by January 22 in each year ending in one, the Applicant Review Panel shall submit the pool of remaining applicants to the City ~~[of Austin]~~ Auditor.
- (8) No later than May 9, 2013, and thereafter by January 23 in each year ending in the number one, the City ~~[of Austin]~~ Auditor shall randomly draw at a public meeting eight names from the remaining pool of applicants. These eight individuals shall serve on the commission~~[Citizens Redistricting Commission]~~.
- (9) No later than June 30, 2013, and thereafter by February 28 in each year ending in the number one, the eight commissioners shall review the remaining names in the pool of applicants and, from the remaining applicants in that pool, shall appoint six applicants to the commission. These six appointees must be approved by at least five affirmative votes among the eight commissioners. These six appointees shall be chosen to ensure that the commission reflects the diversity of the City of Austin, including, but not limited to, racial, ethnic, and gender diversity. However, it is not intended that formulas or specific ratios be applied for this purpose. Applicants shall also be chosen based on relevant analytical skills and ability to be impartial. As for geographic diversity, for the first redistricting in 2013, the eight commissioners shall appoint the remaining six members to ensure geographic diversity and that at least three commissioners come from each of the four existing Travis County Commissioners precincts~~[districts]~~, to the extent feasible with the remaining six open seats. As for the redistricting in each year ending in the number one thereafter, the eight commissioners shall ensure that at least one commission member

resides in each of the then current council districts, to the extent feasible with the remaining six open seats.

(10) Once constituted, the commission shall conduct hearings and adopt a plan for the boundaries of the city's council districts as required by the Charter~~[charter]~~ of the City of Austin.

(J) Citizens Redistricting Commission Vacancy, Removal, Resignation, or Absence.

(1) In the event of substantial neglect of duty, gross misconduct in office, or inability to discharge the duties of office, a member of the commission, having been served written notice and provided with an opportunity for a response, may be removed by a vote of 10 of the commissioners~~[Commissioners]~~.

(2) Any vacancy, whether created by removal, resignation, or absence, in the 14 commission positions shall be filled by the commission~~[Commission]~~ within 15 days after the vacancy occurs, from the remaining pool of applicants and in compliance with the applicant requirements of subdivision 3(I)(8). Nine members must agree to any appointment.

(K) The activities of the commission~~[Citizens Redistricting Commission]~~ are subject to all of the following:

(1) the commission shall comply with all state and city requirements for open meetings.

(2) the records of the commission and all data considered by the commission are public records that will be made available in a manner that ensures immediate and widespread public access.

(3) commission members and commission staff may not communicate with, or receive communications about, redistricting matters from anyone outside of a public hearing. This paragraph does not prohibit communication between commission members, commission staff (which shall exclude staff of any council members), legal counsel, and consultants retained by the commission that is otherwise permitted by state and city open meeting requirements.

- (4) the commission shall select one of its members to serve as the chair and one to serve as vice chair. The chair and vice chair shall remain voting members of the commission.
- (5) the commission shall hire commission staff, legal counsel, and consultants as needed; provided, however, that compensation of such persons shall be limited to the period in which the commission is active. The commission shall establish clear criteria for the hiring and removal of these individuals, communication protocols, and a code of conduct. The commission shall apply the conflicts of interest listed in subdivision 3(1)(3) to the hiring of staff, legal counsel, and consultants. The commission shall require that at least one of the legal counsel hired by the commission has demonstrated extensive experience and expertise in implementation and enforcement of the federal Voting Rights Act of 1965 (52[42] U.S.C. Sec. 10101[1971] and following). The commission shall make hiring, removal, or contracting decisions on staff, legal counsel, and consultants by nine or more affirmative votes.
- (6) notwithstanding any other provision of law, no employer shall discharge, threaten to discharge, intimidate, coerce, or retaliate against any employee by reason of such employee's membership on the commission or attendance or scheduled attendance at any meeting of the commission.
- (7) the commission shall establish and implement an open hearing process for public input and deliberation that shall be subject to public notice and promoted through an extensive outreach program to solicit broad public participation in the redistricting public review process. The hearing process shall begin with hearings to receive public input before the commission votes and approves a preliminary redistricting plan. In 2013, there shall be at least two such public hearings, before the commission votes on a preliminary plan, in each of the four Travis County Commissioner p[P]recincts, and in each year ending in the number one thereafter, there shall be at least one such public hearing, before the commission votes on a preliminary redistricting plan in each of the then existing 10 council districts. In addition, these hearings shall be supplemented with all other appropriate activities to further increase opportunities for the public to observe and participate in the review process.

Following the commission's vote approving the preliminary plan, there shall be at least four public hearings, geographically dispersed, with at least one hearing in each of the four Travis County Commissioners' precincts, and each hearing shall be held on a different date. The commission also shall display the approved preliminary plan for written public comment in a manner designed to achieve the widest public access reasonably possible. Written public comment shall be taken for at least 14 days from the date of public display of the approved preliminary plan. The commission then shall vote on a proposed final plan and then it shall hold two subsequent public hearings, one north of Lady Bird Lake and one south of Lady Bird Lake and take at least five days of written public comments. The commission[~~Commission~~] then shall be finished with all hearings and adopt a final plan by no later than December 1, 2013, and thereafter by November 1 in each year ending in the number one.

- (8) members of the commission shall not be compensated for their service. Members of the panel and the commission are eligible for reimbursement of reasonable and necessary personal expenses incurred in connection with the duties performed pursuant to this act.
- (9) the city [~~City~~] council [~~Council~~] shall appropriate sufficient funds to meet the operational cost of the commission and the cost of any outreach program to solicit broad public participation in the redistricting process.
- (10) the commission shall remain inactive except when necessary to comply with its duties under this ordinance and the Charter[~~charter~~] of the City of Austin.

§ 4. – REPEALED[TRANSITION].

~~[(A) This section provides for a transition from the seven member council elected at large to the 11 member council provided by this article. Except as provided in this section, and after the transition as prescribed in this section, the mayor and council members shall serve three year terms.]~~

~~[(B) The three council members elected at large in May 2011 shall serve three year terms. The mayor and three council members elected at large in the May 2012 general election shall serve two year terms.]~~

- ~~(C) A general election shall be held for the council in May 2014, at which the mayor and the 10 council members elected from council districts shall be elected.~~
- ~~(D) As soon as practicable after assuming office after the May 2014 general election, the City Clerk shall divide at a public hearing the council members elected from council districts into two classes by drawing lots. Class One shall consist of five council members who shall serve initial two year terms. Class Two shall consist of five council members who shall serve three year terms.~~
- ~~(E) At the May 2016 general election, the five Class One council members elected by districts will be elected for three-year terms.~~
- ~~(F) At the May 2017 general election, the Mayor and five Class Two council members elected by districts will be elected for three year terms, marking the end of the transition period.]~~

§ 5. - TERM LIMITS.

- (A) Except as provided in subsection[~~Subsection~~] (C), a person may not be elected to, or serve in the office of mayor[~~Mayer~~], for more than two consecutive terms, and a person who has held the office of mayor[~~Mayer~~] for more than two years of a term to which some other person was elected mayor[~~Mayer~~] may not be elected to the office of mayor[~~Mayer~~] more than once in succession.
- (B) Except as provided in subsection[~~Subsection~~] (C), a person may not [~~shall~~] be elected to, or serve on, the city [~~City~~] council [~~Council~~] in a position other than mayor[~~Mayer~~] for more than two consecutive terms, and a person who has held a position other than mayor[~~Mayer~~] for more than two years of a term to which some other person was elected to the position may not be elected to a position other than mayor[~~Mayer~~] more than once in succession.
- (C) A person subject to a term limit with respect to an office may become a candidate for the office and serve if elected, if the person's application to be a candidate for the office is accompanied by a petition requesting that the person be authorized to be a candidate and the petition is signed by at least five percent of the qualified voters of the territory from which the office is elected.

§ 6. - VACANCIES.

Where a vacancy in any place on the council shall occur, the vacant place shall be filled by a special election, and, where necessary, by a run-off election, in the same manner as provided in this Charter for the regular election of a council member. Such special election shall be held on the next available state uniform election date following the creation of the vacancy, and the run-off election shall be held according to state law following the preceding election; provided, however, that where a vacancy shall occur within [~~ninety~~ (90)] days of a regular election, no special election to fill the vacancy shall be called, unless more than one vacancy occurs.

§ 10. - MAYOR AND MAYOR PRO TEM.

The council member elected to and occupying the place designated "mayor" shall be the mayor of the City of Austin. At its first meeting following each regular election of council members, the council shall, by election, designate one of its number as mayor pro tem, who shall serve in such capacity at[~~during~~] the pleasure of the council. The mayor shall preside at all meetings of the council and shall be recognized as head of the city government for all ceremonial purposes, for the purpose of receiving service of civil process, and for military purposes, but he or she shall have no regular administrative duties. The mayor, as a member of the council, shall be entitled to vote upon all matters considered by the council, but shall have no veto power. The mayor pro tem shall act as mayor during the absence or disability of the mayor, and shall have power to perform every act the mayor could perform if present.

§ 12. - MEETINGS OF THE COUNCIL.

The council shall meet in regular session at the City Hall at least once each week at such time as may be prescribed by ordinance, unless otherwise ordered by the council for reasons to be documented in[~~spread upon~~] the minutes. Special meetings of the council shall be called by the city clerk upon written request of the mayor or two [(2)] members of the council. All meetings shall be open to the public except as may be authorized by the laws of the State of Texas.

§ 14. - PROCEDURE TO ENACT LEGISLATION.

The council shall legislate by ordinance only, and the enacting clause of every ordinance shall be, "BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AUSTIN." Before any ordinance shall be adopted, the city attorney shall approve such ordinance in writing or shall file with the city clerk his or her written legal

objections thereto. Every ordinance enacted by the council shall be signed by the mayor, mayor pro tem, or by two council members, and shall be filed with and recorded by the city clerk before the same shall become effective. Unless otherwise provided by law or this Charter, no ordinance shall become effective until the expiration of 10 days following the date of its final passage, except where an ordinance relating to the immediate preservation of the public peace, health or safety, is adopted as an emergency measure by the favorable votes of at least two-thirds of the council members and contains a statement of the nature of the emergency.

§ 16. - CODE OF ORDINANCES.

Within six ~~[(6)]~~ months after the effective date of this section, the council shall cause all general ordinances of the city to be compiled and printed in code form. For the purpose of this section, general ordinances shall be deemed to be those ordinances of a permanent or continuing nature which affect the residents of the city at large. Every general ordinance enacted subsequent to the original codification required above shall be enacted as an amendment to the code. After the original codification, the council shall have the power to cause all general ordinances to be recodified and reprinted whenever in its discretion such is deemed desirable, and it shall be mandatory upon the council to cause all general ordinances to be recodified and reprinted before the expiration of any ~~10[ten-(10)]~~ consecutive years following the last preceding codification or recodification. When adopted by the council, the printed codes of general ordinances contemplated by this section shall be in full force and effect without the necessity of such codes or any part thereof being published in any newspaper.

ARTICLE III. - ELECTIONS.

§ 2. - ELECTION DATE; COUNCIL TERMS; ELECTION BY MAJORITY AND RUN-OFF ELECTIONS.

- (A) The c[E]ity's general election shall be held on the November uniform election date authorized by state law in even-numbered years. Notwithstanding any other provision of this Charter, the regular term of the mayor and council members is four years. Council terms shall be staggered so that a general election is held every two years, and half, or as near to half as is practical, of the council is elected at each election.

~~[(1) The council shall provide by ordinance for the transition from three-year terms to four-year terms and for staggering the terms of council members. The ordinance may provide for drawing lots for initial terms~~

~~or temporarily lengthening or shortening individual council member's terms to accomplish the transition. If a council member's term is shortened by more than a year, for the purpose of the transition, that shortened term does not count as a term for the purpose of Article II Section 5 of this Charter. When this paragraph has served its purpose, it expires, and need not be reprinted in future versions of the Charter.]~~

- (C) The regular term of a council member begins on the date set by ordinance. A council member may qualify for office on that date or as soon thereafter as practicable. In the case of a special election to fill an unexpired term, the person elected may qualify and assume office as soon as practicable after the canvass of the election.

§ 3. - REGULATION OF ELECTIONS.

All elections shall be held in accordance with the laws of the State of Texas regulating the holding of municipal elections and in accordance with the ordinances adopted by the council for the conduct of elections. ~~The~~~~[Provided that the]~~ council shall appoint the election judges and other election officials. Voting precincts shall be established by ordinance and may be altered from time to time in like manner.

§ 4. - FILING OF CANDIDATES.

Any qualified person who desires to become a candidate for election to a place on the council shall file with the city clerk, at least ~~45~~~~[forty-five (45)]~~ days prior to the election day, an application for his or her name to appear on the ballot. Such application shall be accompanied by a filing fee of ~~\$500.00~~~~[five hundred dollars (\$500.00)]~~. ~~Such~~ ~~[If the petition is sufficient to satisfy statutory requirements, the]~~ filing fee may be reduced by ~~\$1.00~~~~[one dollar (\$1.00)]~~ per signature for each registered voter who signs a petition requesting that the name of the candidate be placed on the ballot, ~~if such petition is sufficient to satisfy statutory requirements~~. In case of a district position, the petition shall be signed by registered voters residing in the particular district. Such application shall clearly designate by number the place on the council to which the candidate seeks election and shall contain a sworn statement by the candidate that he or she is fully qualified under the laws of Texas and the provisions of this Charter to hold the office he or she seeks.

§ 6. - CANVASSING ELECTION AND DECLARING RESULTS.

The returns of every municipal election shall be delivered by the election judges to the city clerk not later than ~~12~~~~[twelve (12)]~~ hours after the closing of the polls. The council shall canvass the returns and declare the official results of the

election in accordance with state law. The returns of every municipal election shall be recorded in the minutes of the council, by precinct totals for each candidate.

§ 8. - LIMITS ON CAMPAIGN CONTRIBUTIONS AND EXPENDITURES.

(A) Limits On Contributions To Candidates.

- (1) No candidate for mayor~~[Mayor]~~ or city ~~[City]~~ council ~~[Council]~~ and his or her campaign committee shall accept campaign contributions in excess of \$300 per contributor per election from any person, except for the candidate and small-donor political committees. The amount of the contribution limit shall be modified each year with the adoption of the budget to increase or decrease in accordance with the most recently published federal government~~[;]~~ Bureau of Labor Statistics Indicator, Consumer Price Index (CPI-W U.S. City Average) U.S. City Average. The most recently published Consumer Price Index on May 13, 2006, shall be used as a base of 100 and the adjustment thereafter will be to the nearest \$50.00.
- (2) Each candidate may authorize, establish, administer, or control only one campaign committee at one time.
- (3) No candidate and his or her committee shall accept an aggregate contribution total of more than \$30,000 per election, and \$20,000 in the case of a runoff election, from sources other than natural persons eligible to vote in a postal zip code completely or partially within the Austin city limits. The amount of the contribution limit shall be modified each year with the adoption of the budget to increase or decrease in accordance with the most recently published federal government~~[;]~~ Bureau of Labor Statistics Indicator, Consumer Price Index (CPI-W U.S. City Average) U.S. City Average. The most recently published Consumer Price Index on May 13, 2006, shall be used as a base of 100 and the adjustment thereafter will be to the nearest \$1,000.00.

(B) Small-Donor Political Committees.

- (1) A small-donor political committee is a political committee which has accepted no more than \$25 from any contributor during any calendar year, has had at least 100 contributors during either the current or previous calendar year, has been in existence for at least six months, and has never been controlled by a candidate.

- (2) Such a committee shall not contribute more than \$1000 per candidate per election for the offices of mayor~~[Mayer]~~ and city ~~[City]~~ council ~~[Council]~~.

(F) Time Restrictions On Candidate Fundraising; Officeholder Accounts.

- (1) In this section terms have the same meaning as they have in Title 15 of the Texas Election Code. The term "officeholder account" means an account in which funds described by subsection (F)(4) must be kept. "Officeholder" means the mayor or a council member.
- (2) An officeholder, a candidate for mayor or city council, or an officeholder's or candidate's committee, may not solicit or accept a political contribution except during the last 180 days before an election for mayor or council member or in which an officeholder faces recall.
- (3) Except as provided by subsection (F)(6), no later than the 90th day after an election, or if a candidate is in a runoff election no later than the 90th day after the runoff, a candidate or officeholder shall distribute the balance of funds received from political contributions in excess of any remaining expenses for the election:
 - (a) to the candidate's or officeholder's contributors on a reasonable basis,
 - (b) to a charitable organization, or
 - (c) to the Austin Fair Campaign Fund.
- (4) An unsuccessful candidate who, after an election, has unpaid expenses remaining, or who has unreimbursed campaign expenditures from personal funds that were made with the intent to seek reimbursement from political contributions, may solicit and accept political contributions after the election until the unpaid expenses are paid and the unreimbursed expenditures are reimbursed.
- (5) An officeholder who, after an election, has unpaid expenses remaining, or who has unreimbursed campaign expenditures from personal funds that were made with the intent to seek reimbursement from political contributions, may solicit and accept political contributions after leaving office until the unpaid expenses are paid and the unreimbursed expenditures are reimbursed. An officeholder may also pay the unpaid

expenses and reimburse the unreimbursed expenditures from political contributions received during a subsequent campaign.

- (6) An officeholder may retain up to \$20,000 of funds received from political contributions for the purposes of officeholder expenditures.
 - (7) An officeholder shall keep funds retained under subsection (F)(6) in an account separate from any other funds including personal funds of the officeholder and any other political funds of the officeholder. The funds kept in an officeholder account may be used only for officeholder expenditures. The funds kept in an officeholder account may not be used for campaign expenditures. The funds kept in an officeholder account may not exceed \$20,000.00 at any time.
 - (8) When an officeholder leaves the council~~[Council]~~, the funds remaining in an officeholder account must be paid to the Austin Fair Campaign Fund.
- (G) Applicability To Council M~~m~~embers. Any incumbent mayor or council member is subject to the regulations applied to candidates for the office he or she holds.
- (I) Enforcement. The city council may by ordinance adopt penalties and enforcement procedures for violations of this article~~[Article]~~.

ARTICLE IV. - INITIATIVE, REFERENDUM, AND RECALL.

§ 2. - POWER OF REFERENDUM.

The people reserve the power to approve or reject at the polls any legislation enacted by the council which is subject to the initiative process under this Charter, except an ordinance which is enacted for the immediate preservation of the public peace, health or safety, which contains a statement of its urgency, and which is adopted by the favorable votes of eight~~[five (5)]~~ or more of the council members. Prior to the effective date of any ordinance which is subject to referendum, a petition signed by qualified voters of the city equal in number to the number of signatures required by state law to initiate an amendment to this Charter may be filed with the city clerk requesting that any such ordinance be either repealed or submitted to a vote of the people. When such a petition has been certified as sufficient by the city clerk, the ordinance specified in the petition shall not go into effect, or further action thereunder shall be suspended if it shall have gone into effect, until and unless it is approved by the voters as herein provided.

§ 3. - FORM AND VALIDATION OF A PETITION.

A petition under section~~[Section]~~ 1 or section~~[Section]~~ 2 of this article is subject to the requirements prescribed by state law for a petition to initiate an amendment to this Charter, and shall be in the form and validated in the manner prescribed by state law for a petition to initiate an amendment to this Charter.

§ 4. - COUNCIL CONSIDERATION AND SUBMISSION TO VOTERS.

When the council receives an authorized initiative petition certified by the city clerk to be sufficient, the council shall either:

- (a) Pass the initiated ordinance without amendment within 10~~ten~~
(10)] days after the date of the certification to the council; or
- (b) Order an election and submit said initiated ordinance without amendment to a vote of the qualified voters of the city at a regular or special election to be held on the next allowable election date authorized by state law after the certification to the council.

When the council receives an authorized referendum petition certified by the city clerk to be sufficient, the council shall reconsider the referred ordinance, and if upon such reconsideration such ordinance is not repealed, it shall be submitted to the voters at a regular or special election to be held on the next allowable election date authorized by state law after the date of the certification to the council. Special elections on initiated or referred ordinances shall not be held more frequently than once each six ~~[(6)]~~ months, and no ordinance on the same subject as an initiated ordinance which has been defeated at any election may be initiated by the voters within two ~~[(2)]~~ years from the date of such election.

§ 5. - BALLOT FORM AND RESULTS OF ELECTION.

The ballot used in voting upon an initiated or referred ordinance shall state the caption of the ordinance and below the caption shall set forth on separate lines the words, "For the Ordinance" and "Against the Ordinance."

Any number of ordinances may be voted on at the same election in accordance with the provisions of this article. If a majority of the votes cast is in favor of a submitted ordinance, it shall thereupon be effective as an ordinance of the city. An ordinance so adopted may be repealed or amended at any time after the expiration of two ~~[(2)]~~ years by favorable vote of at least three-fourths of the council. A

referred ordinance which is not approved by a majority of the votes cast shall be deemed thereupon repealed.

§ 6. - POWER OF RECALL.

The people of the city reserve the power to recall any member of the council and may exercise such power by filing with the city clerk a petition, signed by qualified voters of the territory from which the council member is elected, equal in number to at least 10 percent of the qualified voters of the territory from which the council member is elected, demanding the removal of a council_member. The petition shall be signed and verified in the manner required for an initiative petition, shall contain a general statement of the grounds for which the removal is sought, and one of the signers of each petition paper shall make an affidavit that the statements therein made are true.

§ 7. - RECALL ELECTION.

Within 20 days after a recall petition is filed, the city clerk shall examine the same. The provisions regulating examination, certification, and amendment of initiative petitions shall apply to recall petitions. If the petition is certified by the city clerk to be sufficient and the council_member whose removal is sought does not resign within five days after the certification to the council, the council shall order and hold a recall election in the territory from which the council member is elected on the first authorized election date that allows sufficient time to comply with other requirements of law.

§ 8. - RECALL BALLOT.

Ballots used at recall elections shall conform to the following requirements:

- (1) With respect to each person whose removal is sought, the question shall be submitted "Shall (name of council member[~~Councilmember~~]) be removed from the office of city[~~City~~] council member[~~Councilmember~~]?"
- (2) Immediately below each such question there shall be printed the two [~~(2)~~] following propositions, one above the other, in the order indicated:

"For the recall of (name of council member[~~Councilmember~~])."

"Against the recall of (name of council member[~~Councilmember~~])."

§ 9. - RESULTS OF RECALL ELECTION.

If a majority of the votes cast at a recall election shall be against removal of the council_member named on the ballot, he or she shall continue in office. If the majority of the votes cast at such election be for the removal of the council_member named on the ballot, the council shall immediately declare his or her office vacant, and such vacancy shall be filled in accordance with the provisions of this Charter for the filling of vacancies. A council_member thus removed shall not be a candidate to succeed himself or herself in an election called to fill the vacancy thereby created.

§ 10. - LIMITATION ON RECALL.

No recall petition shall be filed against a council_member within six ~~[(6)]~~ months after he or she takes office, and no council_member shall be subject to more than one recall election during a term of office.

ARTICLE V. - ADMINISTRATIVE ORGANIZATION.

§ 1. - THE CITY MANAGER.

The council shall appoint a city manager who shall be the chief administrative and executive officer of the city. He or she shall be chosen by the council solely on the basis of his or her executive and administrative training, experience, and ability, and need not, when appointed, be a resident of the City of Austin; however, during the tenure of his or her office, he or she shall reside within the city.

The city manager shall not be appointed for a definite term, but may be removed at the will and pleasure of the council by a majority vote of the entire membership of the council. If removed after serving six ~~[(6)]~~ months, he or she may demand written charges and the right to be heard thereon at a public meeting of the council prior to the date on which his or her final removal shall take place. Pending such hearing, the council may suspend him or her from office. The action of the council in suspending or removing the city manager shall be final, it being the intention of this Charter to vest all authority and fix all responsibility for such suspension or removal in the council. The city manager shall receive such compensation as may be fixed by the council.

No member of the council shall, during the time for which he or she is elected or for two ~~[(2)]~~ years thereafter, be chosen as city manager.

§ 4. - DIRECTORS OF DEPARTMENTS.

At the head of each department there shall be a director who shall be appointed, and who may be removed, by the city manager. Such directors shall have supervision and control over their respective departments, and may serve as chiefs of divisions within their respective departments. Two [(2)] or more departments may be headed by the same individual, and the city manager may head one or more departments.

§ 5. - DEPARTMENTAL ORGANIZATION.

The work of each department shall be distributed among such divisions as may be established by ordinance; provided[~~—Provided~~], however, that no departmental division shall be made until the city manager shall have been heard and have made his or her recommendations with respect thereto. Pending passage of ordinances establishing departmental divisions, the manager may establish temporary divisions in any department.

§ 6. - CITY ATTORNEY.

There shall be a department of law, the head of which shall be the city attorney, who shall be appointed by the city manager. The city attorney shall be a competent attorney who shall have practiced law in the State of Texas for at least five [(5)] years immediately preceding his or her appointment. The city attorney shall be the legal advisor of, and attorney for, all of the officers and departments of the city, and he or she shall represent the city in all litigation and legal proceedings. He or she shall draft, approve, or file his or her written legal objections to[,]every ordinance before it is acted upon by the council, and he or she shall pass upon all documents, contracts, and legal instruments in which the city may have an interest.

There shall be such assistant city attorneys as may be authorized by the council, who shall be authorized to act for and on behalf of the city attorney.

ARTICLE VI. - MUNICIPAL COURT.

§ 2. - JUDGE OF THE MUNICIPAL COURT.

The municipal court shall be presided over by a magistrate who shall be known as the judge of the municipal court. He or she shall be appointed by the council for a four-year term beginning on January first of even numbered years. He or she shall be removed only for cause or disability as defined in the Texas[State] Constitution. He or she shall have been admitted to practice law in the State of Texas

for not less than two [(2)] years and shall have resided in the city for a period of not less than two [(2)] years immediately preceding his or her appointment.

In the event the judge of the municipal court is unable to act for any reason, the council shall appoint an attorney possessing the qualifications required above to act in his or her place. The judge, or anyone acting in his or her place, shall receive such compensation as may be set by the council.

The council shall have the power to create and establish additional municipal courts, and to appoint more than one judge of each municipal court, whether one or more, each of whom shall be a magistrate and shall have the qualifications and serve the term of office prescribed in the first paragraph of this section.

If any judge of a municipal court announces candidacy, or in fact becomes a candidate, in any general, special, or primary election, for any elective public office, at a time when the unexpired term of the judge's office exceeds one year, the judge's announcement or candidacy is an automatic resignation of the office of municipal judge.

§ 3. - CLERK OF THE MUNICIPAL COURT.

There shall be a clerk of the municipal court who shall be appointed by, and who shall serve at the pleasure of, the council. The clerk shall have the power to administer oaths and affidavits, make certificates, affix the seal of the court thereto, and otherwise perform any and all acts necessary in issuing process ~~for~~ such court and conducting the business thereof.

There shall be such deputy clerks of the municipal court as may be authorized by the council, who shall have authority to act for and on behalf of the clerk of the municipal court, and who shall be appointed by the clerk of the municipal court.

ARTICLE VII. - FINANCE.

§ 2. - DIRECTOR OF FINANCE — POWERS AND DUTIES.

The director of finance shall administer all financial affairs of the city, other than the assessment and collection of taxes. He or she shall have authority and be required to:

- (1) Maintain a general accounting system for the city government and exercise financial control over all offices, departments, and agencies thereof;

- (2) Certify as to the availability of funds for all proposed expenditures. Unless the Director of Finance shall certify that there is an unencumbered balance in the appropriation and funds available, no appropriation shall be encumbered, and no expenditure shall be made;
- (3) Submit to the council, through the city manager, a monthly statement of all receipts and disbursements in sufficient detail to show the exact financial condition of the city;
- (4) Prepare, as of the end of the fiscal year, a complete financial statement and report.

§ 3. - FISCAL YEAR.

The fiscal year of the city which began on January 1, 1953, shall end on December 31, 1953. The next succeeding fiscal year shall begin on January 1, 1954, and end on September 30, 1954, and shall constitute an interim fiscal period. After September 30, 1954, the fiscal year of the city shall begin on the first day of October and end on the last day of September of each calendar year. The fiscal year established by this section shall also constitute the budget and accounting year. As used herein, the term "budget year" shall mean the fiscal year for which any budget is adopted and in which it is administered. All funds collected by the city during any fiscal year, including both current and delinquent revenues, shall belong to such fiscal year and, except for funds derived to pay interest and create a sinking fund on the bonded indebtedness of the city, shall be applied to the payment of expenses incurred during such fiscal year. Any revenues uncollected at the end of any fiscal year shall become resources of the next succeeding fiscal year.

§ 6. - BUDGET PREPARATION AND ADOPTION.

At least 30~~thirty (30)~~ days prior to the beginning of each budget year, the city manager shall submit to the council a proposed budget in the form required by this Charter. At the meeting of the council at which the budget is submitted, the council shall order a public hearing on the budget and shall cause to be published, at least 10~~ten (10)~~ days prior to the date of such hearing, the time and place thereof. At the time and place so advertised the council shall hold a public hearing on the budget as submitted, at which all interested persons shall be given an opportunity to be heard. The budget shall be finally adopted not later than the twenty-seventh day of the last month of the fiscal year. Upon final adoption the budget shall be in effect for the budget year, and copies thereof shall be filed with the city clerk, the county~~County~~ clerk~~Clerk~~ of Travis County, and the state comptroller of public

accounts. The final budget shall be reproduced and sufficient copies shall be made available for use of all offices, departments, and agencies of the city, and for the use of interested persons.

§ 7. - WORK PROGRAMS AND ALLOTMENTS.

At the beginning of each fiscal year the head of each department or agency of the city government, upon the direction of the city manager, shall submit to the department of finance a work program for the year. Said work program shall include all appropriations for operation, maintenance, and capital outlays and shall indicate the requested allotments of such appropriations by months for the entire fiscal year. The city manager shall review the requested allotments, and, after such alteration or revision as he may deem necessary, authorize such for expenditure. Thereafter the department of finance shall authorize all expenditures for departments and agencies to be made from the appropriations on the basis of the approved allotments and not otherwise. The approved allotments may be revised during the fiscal year by the city manager, or upon application by the head of any department or agency and approval by the city manager, but in no event shall the aggregate of departmental or agency allotments exceed the appropriation available to such departments or agencies for the fiscal year. If, at any time during the fiscal year, the city manager shall ascertain that available revenues will be less than total appropriations for the year, he or she shall reconsider the work program and allotments of the departments and agencies and revise them so as to prevent the making of expenditures in excess of available revenues.

§ 12. - REVENUE BONDS FOR CONSERVATION.

In order to conserve the energy-producing resources, water resources, and wastewater treatment facilities of the city and, therefore, to save money of the city, the city shall have power to borrow money for the purpose of providing conservation facilities, including facilities to be owned or operated by persons other than the city, and to issue revenue bonds, notes or other obligation in evidence of such borrowing. Such bonds shall be a charge upon and payable solely from the public utilities referred to in the first paragraph of [this] Section 11 and the income therefrom, and shall never be a debt of the city. All revenue bonds or obligations shall be issued in accordance with applicable laws of the State of Texas. The council shall have the authority to provide for the terms and form of any purchase agreement, contract, mortgage, bond or document desired or necessary for the issuance of revenue bonds and the providing of any such resource conservation facilities.

§ 15. - PURCHASE PROCEDURE.

All purchases made and contracts executed by the city shall be pursuant to a written requisition from the head of the office, department or agency whose appropriation will be charged, and no contract or order shall be binding upon the city unless and until the director of finance certifies that there is to the credit of such office, department or agency a sufficient unencumbered appropriation balance to pay for the supplies, materials, equipment or contractual services for which the contract or order is to be issued. Before the city makes any purchase or contract for supplies, materials, equipment or contractual services, opportunity shall be given for competition unless exempted by state statute. The city manager shall have the authority to contract for expenditures without further approval of the council for an expenditure that does not exceed forty-three thousand dollars annually. A contract or an amendment to a contract, involving an expenditure of more than forty-three thousand dollars annually must be expressly approved by the council. All contracts or purchases involving more than \$5,000.00~~[five thousand dollars (\$5,000.00)]~~ shall be let to the bid deemed most advantageous to the city after there has been an opportunity for competitive bidding; provided, however, that the council shall have the right to reject any and all bids. Contracts for personal or professional services shall not be let on competitive bids and each such contract, or amendment to a contract, involving more than forty-three thousand dollars annually shall be approved by the council. The city manager may not contract for personal or professional services under the manager's authority if the manager knows or reasonably should know that the contractor's full scope of work will exceed the limit of the manager's authority. The amount of the forty-three thousand dollar annual limitation shall be modified each year with the adoption of the budget to increase or decrease in accordance with the most recently published federal government, Bureau of Labor Statistics Indicator, Consumer Price Index (CPI-W U.S. City Average), U.S. City Average. The most recently published Consumer Price Index on May 4, 2002, shall be used as a base of 100 and the adjustment thereafter will be to the nearest \$1,000.00~~[one thousand dollars (\$1,000.00)]~~.

ARTICLE IX. - PERSONNEL.

§ 1. - CLASSIFIED CIVIL SERVICE.

- (B) There is hereby established a classified civil service in which all employment and promotions shall be made on the basis of merit and fitness. The civil service shall include all appointive offices and employments in the administrative service and in other agencies and offices of the city~~[City]~~, except the following:

- (1) members of the city council and their direct staff;
- (2) persons who are appointed or elected by the city council pursuant to this Charter;
- (3) the city manager and assistant city managers;
- (4) department directors and assistant department directors;
- (5) the city attorney and all assistant city attorneys;
- (6) temporary and seasonal employees; and
- (7) employees covered by a state civil service statute.

§ 2. - MUNICIPAL CIVIL SERVICE COMMISSION.

(C) Each commissioner must be a qualified voter of the city[City] who does not, during the commissioner's term, hold or become a candidate for any other public office of the city[City] or of the State of Texas.

(G) The commission shall:

- (1) hear appeals and make final, binding decisions in the case of any municipal civil service employee or appointee who is discharged, suspended, demoted, denied a promotion, or put on disciplinary probation;
- (2) recommend the adoption of civil service rules and perform services under the civil service rules as provided in this section;
- (3) conduct any investigations it may consider desirable or which it may be required to make by the city council or the city manager concerning the administration of municipal civil service, and report its findings and recommendations to the city [City] council [Council];
- (4) perform other duties regarding the municipal civil service, not inconsistent with this article, that the city [City] council [Council] may require;
- (5) issue subpoenas and subpoenas duces tecum to witnesses, whether at the request of interested parties or on its own motion, when reasonably necessary to obtain pertinent evidence at a hearing or investigation; and

- (6) administer oaths to witnesses appearing at a hearing or investigation.

§ 5. - EMPLOYEES' RETIREMENT SYSTEM.

There shall be a retirement system for the employees of the city which shall be known as the employees' retirement system of the City of Austin. After the first six ~~[(6)]~~ months of employment, all municipal employees except the mayor, members of the council, members of boards and commissions, employees of the fire department, and part-time or temporary employees, shall become members of such system. Such system shall be governed by a board of directors composed of such members and selected in such a manner as may be provided by ordinance of the council, provided that classified employees shall have representation on the board. Such system shall be financed by a retirement fund created by contributions of the members and of the city, and the contributions by the city shall always be equal to or greater than the contributions of the members. The benefits payable to any member upon retirement shall be based upon the amount of contributions made on behalf of such member, and shall be determined on an actuarial basis. Upon separation of any member from the service of the city before retirement, such member shall be entitled to receive only the amount of his or her contributions to the fund and interest thereon.

Establishment of the employees' retirement system shall not preclude the council from merging such system with, or adopting, any voluntary statewide or national retirement system where the general benefits of such merger or change are at least equal to those under the employees' retirement system. The council shall likewise not be precluded from consolidating any retirement system maintained by employees of the fire department with the employees' retirement system of the City of Austin under terms agreeable to both systems.

§ 6. - COUNCIL APPOINTEES.

(A) Notwithstanding any other provision of this Charter:

- (1) each member of the city [City] council [Council] may hire assistants and other office staff as may be necessary to carry out the duties and responsibilities of the city council, and as may be authorized by ordinance;
- (2) each of the salaried city employees that this Charter provides be appointed by the city [City] council [Council] shall hire and manage the appointee's own staff as may be authorized by ordinance;

- (3) the city [City] council [~~Council~~] may by ordinance provide for the adoption of the personnel policies for the employees subject to this section.
- (B) If an officer or employee who is appointed by the city council under this charter, other than a judge of a municipal court, announces candidacy, or in fact becomes a candidate, in any general, special, or primary election, for any elective public office, the officer's or employee's announcement or candidacy is an automatic resignation of the office or employment.

ARTICLE X. - PLANNING.

§ 4. - THE PLANNING COMMISSION — POWERS AND DUTIES.

The planning commission shall:

- (1) Review and make recommendations to the council regarding the adoption and implementation of a comprehensive plan (as defined by section[~~Section~~] 5 of this article) or element or portion thereof prepared under authorization of the city council and under the direction of the city manager and responsible city planning staff;
- (2) After a comprehensive plan or element or portion thereof has been adopted in conformity with this article:
 - (a) Review and make recommendation to the council on all amendments to the comprehensive plan or element or portion thereof;
 - (b) Review and make recommendations to the council on all proposals to adopt or amend land development regulations for the purpose of establishing the relationship of such proposal to, and its consistency with, the adopted comprehensive plan or element or portion thereof. For purposes of this article and subsection, "land development regulations" includes zoning, subdivision, building and construction, environmental, and other police power regulations controlling, regulating, or affecting the use or development of land;
- (3) Pursuant to ordinances adopted by the council, exercise control over platting and subdividing land within the corporate limits and the extraterritorial jurisdiction of the city to insure the consistency of any

such plats or subdivision with the adopted comprehensive plan or element or portion thereof;

- (4) Submit annually to the city manager, not less than 90~~ninety~~ (90) days prior to the beginning of the budget year, a list of recommended capital improvements, which in the opinion of the commission are necessary or desirable to implement the adopted comprehensive plan or element or portion thereof during the forthcoming five-year period;
- (5) Monitor and oversee the effectiveness and status of the comprehensive plan and recommend annually to the council any changes in or amendments to the comprehensive plan as may be desired or required;
- (6) Prepare periodic evaluation and appraisal reports on the comprehensive plan, which shall be sent to the council at least once every five ~~(5)~~ years after the adoption of the comprehensive plan or element or portion thereof;
- (7) Require information from the city manager relative to its work;

The commission shall be responsible to and act as an advisory body to the council and shall perform such additional duties and exercise such additional powers as may be prescribed by ordinance of the council not inconsistent with the provisions of this Charter.

§ 5. - THE COMPREHENSIVE PLAN.

The council shall adopt by ordinance a comprehensive plan, which shall constitute the master and general plan. The comprehensive plan shall contain the council's policies for growth, development, and beautification of the land within the corporate limits and the extraterritorial jurisdiction of the city, or for geographic portions thereof including neighborhood, community or areawide plans. The comprehensive plan shall include the following elements: (1) a future land use element; (2) a traffic circulation and mass transit element; (3) a wastewater, solid waste, drainage and potable water element; (4) a conservation and environmental resources element; (5) a recreation and open space element; (6) a housing element; (7) a public services and facilities element, which shall include but not be limited to a capital improvement program; (8) a public buildings and related facilities element; (9) an economic element for commercial and industrial development and redevelopment; and (10) health and human service element.

The council may also adopt by ordinance other elements as are necessary or desirable to establish and implement policies for growth, development, and beautification within the city, its extraterritorial jurisdiction, or for geographic portions thereof, including neighborhood, community, or areawide plans. The council shall provide for financing of all elements contained in the comprehensive plan in accordance with law.

The several elements of the comprehensive plan shall be coordinated and be internally consistent. Each element shall include policy recommendations for its implementation and shall be implemented, in part, by the adoption and enforcement of appropriate land development regulations.

The planning commission shall forward the proposed comprehensive plan or element or portion thereof to the city manager, who shall thereupon submit such plan, or element or portion thereof, to the council with recommendations thereon.

The council may adopt, or adopt with changes or amendments, the proposed comprehensive plan or element or portion thereof, after at least one public hearing. The council shall act on such plan, element or portion thereof, within 60[sixty (60)] days following its submission by the city manager. If such plan or element or portion thereof is not adopted by the council, it shall, with policy direction, return such plan or element thereof to the planning commission, which may modify such plan or element or portion thereof, and again forward it to the city manager for submission in like manner to the council. Furthermore, all amendments to the comprehensive plan or element or portion thereof recommended by the planning commission shall be forwarded to the city manager and shall be subject to review and adoption in the same manner as for the original adoption of the comprehensive plan as set forth above.

§ 6. - LEGAL EFFECT OF COMPREHENSIVE PLAN.

Upon adoption of a comprehensive plan or element or portion thereof by the city council, all land development regulations including zoning and map, subdivision regulations, roadway plan, all public improvements, public facilities, public utilities projects, and all city regulatory actions relating to land use, subdivision and development approval shall be consistent with the comprehensive plan, element or portion thereof as adopted. For purposes of clarity, consistency, and facilitation of comprehensive planning and land development process, the various types of local regulations or laws concerning the development of land may be combined in their totality in a single ordinance known as the Land Development Code of the City of Austin.

§ 7. - LEGAL EFFECT OF PRIOR COMPREHENSIVE PLAN.

Any comprehensive plan or element or portion thereof adopted pursuant to the authority of Article X of this Charter or other law, but prior to the effective date of this amendment, shall continue to have such force and effect as it had at the date of its adoption and until appropriate action is taken to adopt a new comprehensive plan or element or portion thereof as required and authorized by this amendment.

ARTICLE XI. - FRANCHISES AND PUBLIC UTILITIES.

§ 1. - INALIENABILITY OF PUBLIC PROPERTY.

The right of control and use of the public streets, highways, sidewalk, alleys, parks, public squares, and public places of the city is hereby declared to be inalienable by the city, except by ordinances not in conflict with the provisions of this Charter. No act or omission by the council or any officer or agent of the city shall be construed to grant, renew, extend, or amend by estoppel or indirection any right, franchise, or easement affecting said public streets, highways, sidewalks, alleys, parks, public squares, public places, and other real property.

§ 2. - POWER TO GRANT FRANCHISE.

The council shall have the power by ordinance to grant, renew, and extend all franchises of all service providers placing or installing facilities or equipment in, on or over the ~~city~~[City] rights of way and of all public utilities of every character operating within the city, and, with consent of the franchise holder, to amend the same; ~~provided~~[-Provided], however, that no franchise shall be granted for a term of more than ~~25~~[twenty five (25)] years, and that no franchise shall be granted, renewed, extended, or amended, except on condition that the city shall have the right at any time within five [~~5~~] years of the expiration of the term thereof to purchase the property of the franchise holder at a price to be determined according to the method agreed upon in the ordinance granting, renewing, extending, or amending the franchise.

§ 3. - ORDINANCE GRANTING FRANCHISE.

Every ordinance granting, renewing, extending, or amending a franchise shall be read at three [~~3~~] regular meetings of the council, and shall not be finally acted upon until ~~30~~[thirty (30)] days after the first reading thereof. Within five [~~5~~] days following each of the three [~~3~~] readings of the ordinance, the full text thereof shall be published one time in some newspaper of general circulation in the city, and the expense of such publication shall be borne by the prospective franchise holder. No

such ordinance shall become effective until the expiration of ~~60~~^{sixty (60)} days following the date of its final adoption by the council, and every such ordinance shall be subject to the referendum procedure provided by state law.

§ 6. - REGULATION OF RATES.

The council shall have full power after notice and hearing to regulate by ordinance the rates, charges, and fares of every franchise holder operating in the city to the fullest extent allowed by state and federal law; provided, however, ~~[-Provided]~~ that no such ordinance shall be passed as an emergency measure. Any franchise holder requesting an increase in its rates, charges, or fares shall have, at the hearing on such request, the burden of establishing by clear and convincing evidence the value of its investments and the amount and character of its expenses and revenues. No franchise holder shall institute any legal action to contest any rate, charge, or fare fixed by the council until such franchise holder has filed a motion for rehearing with the council specifically setting out each ground of its complaint against the rate, charge or fare fixed by the council, and until the council shall have acted upon such motion.

ARTICLE XII. - GENERAL PROVISIONS.

§ 2. - OFFICERS, ETC. — IMPROPER ACTS OF.

Any officer or employee of the city who by solicitation or otherwise shall exert his/her influence directly or indirectly to influence any other officer or employee of the city to favor any particular person or candidate for office in the city shall be guilty of a misdemeanor and upon conviction thereof shall forfeit his or her office or employment and be punished by a fine not exceeding ~~[two hundred dollars]~~ ^[\$200.00]. Officers and employees shall not be permitted to take an active part in any political campaign of another for an elective position of the city if they are in uniform or on active duty. The term "active part" means making political speeches, passing out cards, or other political literature, writing letters, signing petitions, actively and openly soliciting votes, and making public derogatory remarks about candidates for such elective positions. City officers and employees are prohibited from contributing or using city resources, equipment, or money for election campaigning.

Officers and employees coming under the provisions of this act are not required to contribute to any political fund or render any political service to any person or party whatsoever; and no person shall be removed, reduced in classification or salary, or otherwise prejudiced by refusing to do so; and any

official who attempts the same shall be guilty of violating the provisions of this section.

§ 3. - NOTICE OF CLAIMS.

Before the City of Austin shall be liable for damages for the death or personal injuries of any person or for damage to or destruction of property of any kind, which does not constitute a taking or damaging of property under Article I, Section 17, Constitution of Texas, the person injured, if living, or his or her representatives, if dead, or the owner of the property damaged or destroyed, shall give the city council or city manager notice in writing of such death, injury, damage or destruction, duly verified by affidavit, within 45~~forty-five (45)~~ days after same has been sustained, stating specifically in such written notice when, where, and how the death, injury, damage or destruction, occurred, and the apparent extent of any such injury, the amount of damages sustained, the actual residence of the claimant by street and number at the date the claim is presented, the actual residence of such claimant for six ~~[(6)]~~ months immediately preceding the occurrence of such death, injury, damage or destruction, and the names and addresses of all witnesses upon whom it is relied to establish the claim for damages; and the failure to so notify the council or city manager within the time and manner specified herein shall exonerate, excuse and exempt the city from any liability whatsoever. No act of any officer or employee of the city shall waive compliance, or estop the city from requiring compliance, with the provisions of this section as to notice, but such provisions may be waived by resolution of the council, made and passed before the expiration of the 45-day~~forty-five-day~~ period herein provided, and evidenced by minutes of the council.

§ 6. - ASSIGNMENT, EXECUTION AND GARNISHMENT.

The property, real and personal, belonging to the city~~City~~ shall not be liable for sale or appropriation under any writ of execution. The funds belonging to the city~~City~~, in the hands of any person, firm, or corporation, shall not be liable to garnishment, attachment, or sequestration; nor shall the city~~City~~ be liable to garnishment on account of any debt it may owe or funds or property it may have on hand or owing to any person. Neither the city~~City~~ nor any of its officers or agents shall be required to answer any such writ of garnishment on any account whatever unless specifically exempted by statute. The city~~City~~ shall not be obligated to recognize any assignment of wages or funds by its employees, agents or contractors.

§ 12. - INTERIM MUNICIPAL GOVERNMENT.

From and after the date of the adoption of any amendment to this Charter and until the completion of the first city election thereunder and the qualification of the mayor and council members therein elected, the mayor and council members then in office shall continue in office and shall exercise all of the powers conferred upon the city by such amendment.

PART 8. A special municipal election shall be held in the City on November 6, 2018, to submit to the voters of the City a proposed citizen-initiated ordinance regarding whether there must be both a waiting period and subsequent voter approval before any comprehensive revisions of the City's land development laws may go into effect. The ballot shall be prepared to permit voting "Yes" or "No" on the proposition:

Proposition J: Shall a City ordinance be adopted to require both a waiting period and subsequent voter approval period, a total of up to three years, before future comprehensive revisions of the City's land development code become effective?

PART 9. A special municipal election shall be held in the City on November 6, 2018, to submit to the voters of the City a proposed citizen-initiated ordinance regarding an efficiency study of the City's operational and fiscal performance conducted by an independent third party. The ballot shall be prepared to permit voting "Yes" or "No" on the proposition:

Proposition K: Without using the existing internal City Auditor or existing independent external auditor, shall the City Code be amended to require an efficiency study of the City's operational and fiscal performance performed by a third-party audit consultant, at an estimated cost of \$1 million - \$5 million?

PART 10. If the proposition provided in Part 8 is approved by the majority of voters voting at the election, the City Code is amended to read as follows:

ARTICLE __. _____.

**§ _____ REQUIRED WAITING PERIOD AND VOTER REFERENDUM
FOR COMPREHENSIVE REVISIONS OF THE CITY'S LAND
DEVELOPMENT LAWS.**

(A) Waiting Period. CodeNEXT, or subsequent comprehensive revisions of the land development laws, shall not go into effect legally, or any land entitlements be granted or vested under these laws, until the June 1st

following the next regularly scheduled council elections after Council adopts CodeNEXT or the comprehensive revisions. This waiting period is to ensure voters can learn about the proposed comprehensive revisions and elect council members with sufficient time to amend or reject the prior council's adopted comprehensive revisions before these laws may go into effect.

- (B) **Voter Approval.** After the waiting period in Subsection (A), CodeNEXT, or subsequent comprehensive revisions of the land development laws, shall not go into effect, or any land entitlements be granted or vested under these laws, until the registered voters of Austin approve these laws at the next available municipal election. Voters shall approve or disapprove CodeNEXT, or subsequent comprehensive revisions, in its entirety and not piecemeal. Should the voters fail to approve the comprehensive revisions, then the existing land development laws remain in effect. Notwithstanding any other provision, under no circumstances shall the voters' rejection of CodeNEXT or proposed comprehensive revisions under this Section be considered or interpreted as repealing the existing land development code.
- (C) This section overrides all city charter provisions, ordinances, and laws and should be liberally construed to uphold Austin citizens' sovereign rights to control their government and laws.
- (D) **Severability Clause.** If any provision of this ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this Act that can be given effect without the invalid provision or application, and to this end the provisions of this act are declared to be severable.

PART II. If the proposition provided in Part 9 is approved by the majority of voters voting at the election, the City Code Chapter 2-3 (City Auditor) is amended to add new Section 2-3-12, to read as follows:

§ 2-3-12 EFFICIENCY STUDY.

MISSION

- (A) The City's Efficiency Study will provide an impartial, objective review of the city's operational and fiscal performance, including development of a Government Efficiency Blueprint which includes a comprehensive budget

analysis, efficiency and enhancement recommendations, and a targeted list of opportunities for operating savings.

QUALIFICATIONS

- (B) The efficiency study shall be conducted by an independent third party entity with extensive experience in government efficiency, and is knowledgeable in fiscal and budget analysis, public administration, and municipal finance and fiscal practices. The city may not contract with or hire, as an independent third party entity, an entity which has had a contract directly with the city within the past 5 years, or which employs an individual who:
- (1) has served as the City's mayor, a council member, city auditor or city manager or has had a contract directly with the city within five years before the date of hire; or
 - (2) is related, by affinity or consanguinity within the second degree, to the mayor, a council member, city auditor, or the city manager.

OBJECTIVES AND WORK PRODUCT

- (C) The efficiency study shall produce a Government Efficiency Blueprint (Plan) that recommends specific opportunities for consolidation, shared services, and other changes that permanently reduce tax burdens and/or increase the quantity and quality of services. The efficiency study shall include all City Departments, including all General Fund Departments and all publicly-owned utilities, including, but not limited to, Austin Energy, Austin Water, Austin Resource Recovery, all Enterprise Departments, including, but not limited to, the Austin Convention Center, the Austin Transportation Department, and all Internal Service Departments, including but not limited to, Law, Human Resources, Economic Development and Fleet Services. The Plan will identify specific targets for program efficiencies, cost savings, revenue enhancements, private/public partnership initiatives, and monetization of unused or underutilized city assets. The Plan shall include:
- (1) A comprehensive diagnostic analysis of the City's budget to identify spending and revenue trends and outliers. This Plan objective should include:
 - Trend Analysis – Review and analysis of both historical and forecasted revenue and expense trends

- Benchmarking analysis – Comparison of the City's revenue and expense spending levels to peer cities and other recognized benchmarks
- (2) Identify recommendations that prioritize target areas with large and substantial expenditures that affect the City's general revenue fund and where the City can become more efficient and thereby provide cost savings.
- (3) A prioritized listing of opportunities for operating savings, efficiency and enhancement recommendations both in written form and explained through testimony before the City Council and other responsible bodies. These recommendations should be classified into short-term opportunities which can be implemented within the current budget cycle, medium-term opportunities which can be implemented within one to three years, and long-term opportunities which may require three or more years to implement. The recommendations should be documented and the independent third party entity shall make the working papers available that detail the assumptions behind the cost and benefit estimates for each recommendation.
- (4) The independent third party entity shall be available and willing to assist in the implementation of its recommendations. The Plan shall also include: a list of the required critical steps, including any statutory or regulatory changes, an estimate of the financial and personnel resources required, an estimate of the timeframe to implement the recommendations, and any deployment strategies, communication management, dashboards, and monitoring tools necessary for its implementation.

INDEPENDENCE AND NON-INTERFERENCE

- (D) The independent third party entity shall have the full cooperation and assistance of the City Manager, publicly-owned utilities, Enterprise Departments, Internal Services Departments and all other City Departments in providing unfettered access to all data and information requested. City employees shall provide free and open access to, and furnish copies of information in any medium, including a record, book, account, internal or external memorandum, tape, report, file, diskette, computer data, money, fund, or other information, and shall also provide free and open access to property, equipment, facilities, and operations for inspection or observation.

PART 12. 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-D attached and incorporated as a part of this ordinance.

PART 13. 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 14. (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 21st 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 "MUNICIPAL GENERAL AND SPECIAL ELECTIONS, NOVEMBER 6, 2018." 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 propositions, shall be posted on the City's website, in both English and Spanish, during the twenty-one (21) days before the election.

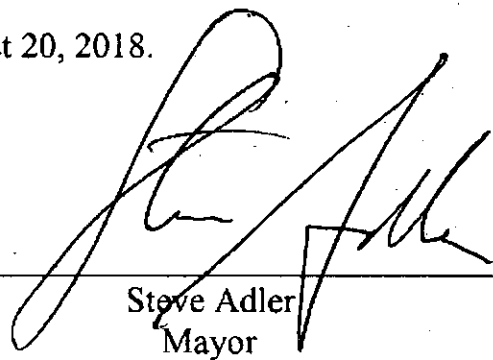
PART 15. In accordance with Chapter 271 of the Texas Election Code, the November 6, 2018 municipal election may be held jointly with the various political subdivisions that share territory with the City of Austin and that are holding elections on that day. The City Clerk may enter and sign joint election agreements with other political subdivisions for this purpose, and their terms as stated in the agreements are hereby adopted.

PART 16. 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.

PART 17. This ordinance takes effect on August 20, 2018.

August 9, 2018

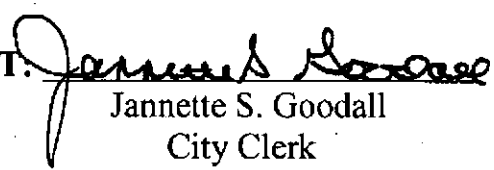
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Steve Adler
Mayor

APPROVED:


Anne L. Morgan
City Attorney

ATTEST:


Jannette S. Goodall
City Clerk

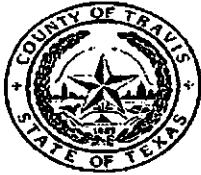
Exhibits A – D (to be updated)

Exhibit A: Election Day Polling Places

Exhibit B: Main Early Voting Location Information

Exhibit C: Early Voting Polling Places

Exhibit D: Election Services Contract



DANA DEBEAUVOIR,
COUNTY CLERK

Travis County Early Voting Locations for the November 6, 2018 General Election

Sitios de Votación Adelantada del Condado de Travis, para la Elección General del 6 de noviembre de 2018

Early Voting begins Monday, Oct 22 and ends Friday, Nov 2

La Votación Adelantada empieza el lunes, 22 de octubre y termina el viernes, 2 de noviembre

Monday—Friday (7am–7pm) lunes—viernes (7am—7pm)

subject to change

CENTRAL:	ACC Highland	6101 Airport Blvd.	Austin
	Fiesta Central - Delwood Shopping Ctr	3909 North IH-35	Austin
	Travis County Granger Building	314 W 11th St, room 115	Austin
	UT Flawn Academic Center	2400 Inner Campus Drive	Austin
EAST / ESTE:	New! UT Perry—Castañeda Library	101 E. 21st St.	Austin
	Carver Branch Library	1161 Angelina St	Austin
	Dan Ruiz Branch Library	1600 Grove Blvd.	Austin
	Del Valle ISD Admin Building	5301 Ross Rd.	Del Valle
	Manor ISD Admin Building	10323 US-290	Manor
	Parque Zaragoza	2608 Gonzales St.	Austin
NORTH / NORTE:	Austin Area Urban League	8011 A Cameron Rd	Austin
	Ben Hur Shrine Center	7811 Rockwood Lane	Austin
	County Tax Office, Pflugerville	15822 Foothill Farms Loop	Pflugerville
	Disability Rights Texas	2222 W Braker Ln	Austin
	Hartfield Performing Arts Center - RRISD	5800 McNeil Dr.	Austin
	Old Quarry Library	7051 Village Center Dr.	Austin
	Randalls Research & Braker	10900 D Research Blvd	Austin
SOUTH / SUR:	New! Pflugerville ISD Rock Gym	700 W. Pecan St.	Pflugerville
	Fiesta Mart Stassney	5510 South IH-35	Austin
	Gardner Betts Annex	2501 S Congress at Long Bow Ln.	Austin
	Randalls Ben White and Manchaca	2025 W. Ben White Blvd.	Austin
	Randalls Brodie	9911 Brodie Ln	Austin
WEST / OESTE:	Randalls South MoPac	6600 S. MoPac at William Cannon	Austin
	Southpark Meadows	9600 IH-35 South, Suite 60D	Austin
	Bee Cave City Hall	4000 Galleria Pkwy	Bee Cave
	Howson Branch Library	2500 Exposition Blvd	Austin
	Randalls Flagship - West Lake Hills	3300 Bee Caves Rd	Austin
	Randalls Lakeway	2301 RR 620 S at Lohmans Crossing	Austin
	Randalls Steiner Ranch	5145 N FM 620 at N. Quinlan Park Rd.	Austin

plus 55 additional mobile early voting locations! - see complete list at www.traviscountyelections.org



DANA DEBEAUVOIR
CLERK COUNTY

Travis County Election Day Vote Centers Tuesday, November 6, 2018 (by precinct)

Sitios de Votación para el Día de Elección, martes 22 de mayo de 2018 (por precinto)

Polls are open 7 am - 7 pm; Horas de Servicio 7 am - 7 pm

Exhibit B

DRAFT
subject to change

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 elección 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 precinto en donde están registrados para votar.

Pct.	Polling Station	Address	Combined Precincts	Pct.	Polling Station	Address	Combined Precincts
101	Daley Middle School	14000 Westall St	114, 116, 118, 117, 119, 120, 138	208	UT Flawn Academic Center	2400 Inner Campus Dr	206, 277
105	Manor ISD Admin Building	10335 Hwy 290		208	UT Perry-Castaneda Library	101 E 21st St	
106	Elgin High School	14000 County Line Rd		210	O Henry Middle School	2610 W 10th St	251
107	New Sweden Lutheran	12809 New Sweden Church Rd		211	St. Mark United Methodist	601 W. Braker Ln	226
108	Our Savior Lutheran	1513 E Yager Ln	102, 103	214	Bryker Wood Elementary	3309 Kerbey Ln	
111	Nat Am Univ or Mana World Market	1700 W Parmer Ln #100	109	217	Lanier High School	1201 Payton Gin Rd	223, 224
112	Dessau Elementary	1501 Dessau Ridge Ln	113	218	Disability Rights Texas	2222 W Braker Ln	268
121	LBJ High School	7309 Lazy Creek Dr	128, 131, 134	219	Caldwell Elementary	1718 Picadilly Dr	
122	YMCA East Communities Y	5315 Ed Bluestein Blvd		221	Bridge Point Elementary	6401 Cedar St	212
123	Falcon Pointe Community Center	18015 Falcon Pointe Blvd	163	225	Wells Branch MUD Rec Center	3000 Shoreline Dr	
124	Carver Branch Library	1161 Angelina St		229	Wells Branch Community Center	2108 Klettenhoff Dr	215, 216
129	Sims Elementary	1203 Springdale Rd		231	Cal Mountain HOA	6007 Mt Bonnell Rd	
130	Memorial United Methodist	6100 Berkman Dr	118, 151	232	Canyon Ridge Middle School	12801 Country Trails Ln	
132	East Nineteenth Missionary Baptist	3401 Rogge Ln	133	234	River Place Elementary	6500 Sitio Del Rio Blvd	233
135	Messiah Lutheran	5701 Cameron Rd		236	Northwest Recreation Center	2813 Northland Dr	
136	Pfizer Hall and Conference Center	203 B E Pecan St	146	237	Highland Park Baptist	5208 Balcones Dr	213, 220, 240
137	Blackhawk Amenity Center	3111 Speidel Dr	161	238	Murchison Middle School	3700 N Hills Dr	247
139	Austin Area Urban League	8011 A Cameron Rd STE 100	141	238	Old Quarry Library	7051 Village Center Dr	
140	Gus Garcia Rec Center	1201 E Rundberg Ln	104	239	Gullett Elementary School	6310 Treadwell Blvd	
148	County Tax Office, Pflugerville	15822 Foothill Farms Loop	145, 160	242	Brentwood Bible Church	6301 Woodrow Ave	241
150	Park Crest Middle School	1500 N Railroad Ave	110	243	Ben Hur Shrine Center	7811 Rockwood Ln	
152	Fiesta Mart Central	3609 N I 35	126	244	Randalls Steiner Ranch	5145 N FM 620	245
153	Pioneer Crossing Elementary	11300 Samsung Blvd		249	St. Matthew's Episcopal	8134 Mesa Dr	246
154	Bluebonnet Trail Elementary	11316 Farmhaven Rd	125, 127	250	St Luke United Methodist	1306 West Lynn	
158	ACC Highland	6101 Airport Blvd	142, 149	252	North Village Branch Library	2505 Steck Ave	248
164	Barrington Elementary	400 Cooper Dr		253	Anderson High School	8403 Mesa Dr	262
200	Winters Building	701 W 51st St	235	254	Brookdale North Austin	5310 Duval Rd	267
202	Red River Church	4425 Red River St		256	Howson Branch Library	2500 Exposition Blvd	266
203	Boulder Ridge Clubhouse	3300 Killingsworth Ln	227	258	St. John's Episcopal	11201 Parkfield Dr at Braker	222
205	Parmer Lane Baptist	12424 Scofield Farms Dr.		259	Milwood Branch Library	12500 Amherst Dr.	
207	Hartfield Performing Arts Center	5800 McNeil Dr		260	Jaime Padron Elementary	2011 W Rundberg Ln	228

Pct.	Polling Station	Address	Combined Precincts
263	United Christian	3500 W Panner Ln	
273	Congregation Beth Israel	3801 Shoal Creek Blvd	
275	Church of Christ in Hyde Park	310 W 43rd Stat Ave B	274
301	Sunset Valley City Hall	3205 Jones Rd	358
302	Bailey Middle School	4020 Lost Oasis Hollow	
307	Rollingwood Municipal Building	403 Nixon Dr	347 ; 356
308	Briardiff POA	22801 Briardiff Dr	
310	Manchaca United Methodist	1011 Farm to Market 1626	315
311	Austin Recreation Center	1301 Shoal Creek Blvd	
312	Travis County Sheriff West Command	3800 Hudson Bend Rd	
313	Senior Activity Center Lamar	2874 Shoal Crest Ave	
314	Oak Hill Fire Dept #302	4111 Barton Creek Blvd	357
316	Travis County Parks Office	14624 Hamilton Pool Rd	
317	Lost Creek Limited District	1305 Quaker Ridge Dr	
319	Lakeway Activity Center	105 Cross Creek	306
320	Randalls Lakeway	2301 Ranch Rd 620 S	
323	Randalls Research & Braker	10900 D Research Blvd	305 ; 321 ; 345
324	Bee Cave City Hall	4000 Galleria Pkwy	368
326	Laurel Mountain Elementary	10111 DK Ranch Rd	
327	Austin Fire Station #33	8409 Bluegrass Dr	
328	Renaissance Retirement Center	11279 Taylor Draper Ln	
329	Austin City Hall	301 W 2nd St	325 ; 341
329	Travis County Granger Building	314 W 11th St	
330	Laura Bush Community Library	9411 Bee Caves Rd	318
331	Kathy Caraway Elementary	11104 Oak View Dr	
332	Ziker Elementary	1900 Bluebonnet Lane	340
333	St. Thomas More Catholic	10205 N FM 620	334 ; 343
338	Haltmark Baptist	9023 Old Lampasas Trl	335
337	Lakewood HOA	7317 Lakewood Dr	
338	Travis County WCID #18	1502 San Juan Dr	
342	Barton Hills Elementary	2108 Barton Hills Dr	
344	Berkeley United Methodist	2407 Berkeley Ave	
348	Serene Hills Elementary	3301 Serene Hills Dr	
348	Oak Hill United Methodist	7815 US-280	303
350	Randalls Brodie & Slaughter	9911 Brodie Ln	306, 352
351	Randalls South MoPac	8600 S MoPac Expy	339
354	Travis Country HOA	4504 Travis Country Cir	
359	Lake Travis ISD Education Dev Center	507 Ranch Rd 620 N	
360	Bowie High School	4103 W Slaughter Ln	
363	Shepherd of the Hills Presbyterian	5226 W William Cannon Dr	352
364	Randalls Flagship - West Lake Hills	3306 Bee Caves Rd	

Pct.	Polling Station	Address	Combined Precincts
365	Community Center at Oak Hill	8856 W Hwy 71	361
366	Mills Elementary	6201 Davis Ln	
367	Circle C Community Center	7617 LaCrosse Ave	304
369	Christ Episcopal	3520 W. Whitestone Blvd	
370	Travis County ESD 1 Fire Station 104	14401 Round Mountain Rd	
371	K-Oaks Club House	7000 Bar K Ranch Rd	
372	Community Center at Jonestown	18849 FM 1431 STE 6A	
373	Lago Vista City Hall	5803 Thunderbird St	
374	Deer Creek Elementary	2420 Zeppelin Dr	
375	Volente Fire Dept	15406 FM 2769	
401	Del Valle ISD Admin Building	5301 Ross Rd	
402	Eloy Community Library	13512 FM 812	
403	Creedmoor Elementary	5604 FM 1327	
404	Blazier Elementary	8601 Vertex Blvd	
405	Oyeda Middle School	4900 McKinney Falls Pkwy	
406	St Alban's Episcopal	11819 I 35 S	417 ; 418
407	Community Center at Del Valle	3518 S FM 673	427
411	South Park Meadows Center	9600 I 35 S STE 600	416
414	Texas Oaks Baptist	9910 Bilbrook Place	408 ; 415
420	Parker Lane United Methodist	2105 Parker Ln	431 ; 440
421	Church on Congress Ave	1511 S Congress Ave	422
424	South Austin Rac Center	1100 Cumberland Rd	409
426	Parque Zaragoza Rec Center	2608 Gonzales St	436 ; 444
428	Mexican American Cultural Center	600 River St	
429	Dan Ruiz Branch Library	1600 Grove Blvd	423
433	Gardner Betts Annex	2501 S Congress Ave	442
435	Southwest Church of Christ	8900 Manchaca Rd	
437	Twin Oaks Library	1800 S 5th St	
438	Terraza Branch Library	1105 E Cesar Chavez St	432 ; 434
439	Cantu/Pan Am Recreation Center	2100 E 3rd St	
441	Fiesta Mart Slassney	5510 I 35 S	425 ; 446
447	Odum Elementary	1010 Turtle Creek Blvd	419
448	Langford Elementary	2206 Blue Meadow Dr	404 ; 413
450	Southeast Branch Library	5803 Nuckolls Crossing Rd.	443
451	Bedichek Middle School	6800 Bill Hughes Rd	4110
452	Houston Elementary	5409 Ponciana Dr	
454	Randalls Ben White & Manchaca	2025 W Ben White Blvd	412 ; 458
460	ACC South Austin	1820 W Slassney Ln	
461	Wheatsville Co-op South Lamar	4031 S Lamar Blvd	430
463	Dittmar Recreation Center	1009 W Dittmar Rd	419

"Subject to approval of Travis County Commissioner's Court"

Exhibit C

November 6, 2018 General, Bond and Special Municipal Election Early Voting Information

Main Early Voting Polling Locations

Hays County: Government Center Conference Room, 712 S. Stagecoach Trail, San Marcos, TX

Travis County: ACC Highland, 6101 Airport Boulevard, Austin, TX

Williamson County: Williamson County Inner Loop Annex, 301 SE Inner Loop, Suite 104, Georgetown, TX

Early Voting: Monday, October 22, 2018 – Friday, November 3, 2018

Ballots by Mail – Travis County

By Mail voters: P.O. 149325, Austin, Texas 78714-9325

By Contract Carriers/ Fedex: 5501 Airport Blvd., Austin, Texas 78751

Ballots by Mail - Hays County

By Mail Voters: P.O. Box 907, San Marcos, TX 78666

Ballots by Mail – Williamson County

Ballots by Mail – Williamson County

By Mail voters: P.O Box 209, Georgetown, TX 78627

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 runoffs, 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 runoff, if necessary, within all Participating Entity territory located in Travis, Williamson and Hays Counties. If a runoff 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 runoff 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 45th 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 35th 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 50th 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 60th day before the election whether it expects to be able to cancel its election, and on or before 11:59 p.m. on the 53rd 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 and cc to 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 53rd 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 runoff election, the Participating Entity will make a payment equal to 75% of the projected costs for the runoff 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 runoff 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 runoff, the County may send the Participating Entity a final invoice of election expenses not later than the 90th day after the runoff 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 runoff 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: Anne Morgan
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 11th 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 Maieure

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 following respective addresses:

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

City of Austin
Jannette Goodall
City Clerk
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, 2019.

(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.

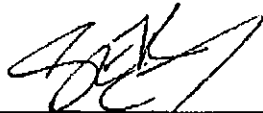
(Q) The individuals below have been authorized to sign this Agreement.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, on this 11 day of October, 2016, with the effective date being the date of execution by last signatory.

CITY OF AUSTIN

BY: 
Jannette Goodall
City Clerk

TRAVIS COUNTY

BY: 
Sarah Eckhardt
County Judge

BY: 
Dana DeBeauvoir
County Clerk

ORDENANZA NO. 20180809-113

ORDENANZA PARA ORDENAR UNA ELECCIÓN MUNICIPAL GENERAL QUE SE EFECTÚE EN LA CIUDAD DE AUSTIN EL 6 DE NOVIEMBRE, 2018, CON EL PROPÓSITO DE ELEGIR EL ALCALDE (VOTACIÓN EN GENERAL) Y A CONCEJALES DEL CONSEJO DE LA CIUDAD (VOTACIÓN POR DISTRITOS UNI-MIEMBRO) PARA EL DISTRITO 1, DISTRITO 3, DISTRITO 5, DISTRITO 8, y DISTRITO 9; PARA ORDENAR UNA ELECCIÓN ESPECIAL PARA AUTORIZAR LA EMISIÓN DE BONOS DE OBLIGACIÓN GENERAL; PARA ORDENAR UNA ELECCIÓN ESPECIAL PARA SOMETER ENMIENDAS PROPUESTAS A LA CARTA PARA LA CONSIDERACIÓN DE LOS VOTANTES; ORDENAR UNA ELECCIÓN ESPECIAL CON EL PROPÓSITO DE SOMETER A LOS VOTANTES UNA ORDENANZA PROPUESTA POR INICIATIVA DE LOS CIUDADANOS TOCANTE SI DEBERÁ HABER AMBOS, UN PERIODO DE ESPERA Y DESPUÉS UNA ELECCIÓN PARA LA APROBACIÓN DE LOS VOTANTES ANTES DE IMPLEMENTARSE CUALQUIER REVISIÓN COMPRENSIVA DE LAS LEYES DE LA CIUDAD PERTINENTES AL DESARROLLO DE TERRENOS; ORDENAR UNA ELECCIÓN ESPECIAL PARA SOMETER A LOS VOTANTES UNA ORDENANZA PROPUESTA POR INICIATIVA DE LOS CIUDADANOS TOCANTE UN ESTUDIO DE LA EFICIENCIA DEL RENDIMIENTO OPERATIVO Y FISCAL DE LA CIUDAD; PARA DISPONER QUE SE LLEVE A CABO LA ELECCIÓN MUNICIPAL GENERAL Y LAS ELECCIONES ESPECIALES; AUTORIZAR A LA SECRETARIA DE LA CIUDAD PARA QUE TRAMITE LOS CONVENIOS DE LA ELECCIÓN CONJUNTA CON OTRAS SUBDIVISIONES POLÍTICAS LOCALES QUE SEAN NECESARIOS PARA LA ADMINISTRACIÓN ORDENADA DE LAS ELECCIONES; Y PARA DECLARAR UNA EMERGENCIA.

ORDÉNESE POR EL CONSEJO DE LA CIUDAD DE AUSTIN:

PARTE I. Se efectuará una elección municipal general en la Ciudad de Austin el 6 de noviembre, 2018. En la elección los votantes calificados de la ciudad elegirán el alcalde de la ciudad (por votación en general) y a concejales del consejo de la ciudad (votación por distritos uni-miembro) para el Distrito 1, Distrito 3, Distrito 5, Distrito 8, y el Distrito 9. Los candidatos para alcalde cumplirán todos los requisitos y serán residentes de la Ciudad de Austin, y serán electos por la mayoría de los votos de la ciudad en general. Los candidatos para los distritos 1,3,5,8, y 9 cumplirán todos los

requisitos y serán residentes de sus respectivos distritos, y serán electos por la mayoría de los votos de votantes residentes en cada respectivo distrito.

PARTE 2. Se efectuará una elección especial en la Ciudad de Austin el 6 de noviembre, 2018 para que los votantes consideren la emisión de bonos de obligación general y pagarés. El Consejo determina que en dicha elección especial las siguientes proposiciones serán presentadas a los votantes:

Proposición A (Viviendas Costeables)

PROPOSICIÓN A DE LA CIUDAD DE AUSTIN, TEXAS

¿Se debería autorizar al Consejo de la Ciudad de Austin, Texas para que emita bonos de obligación general y pagarés de la Ciudad para propósitos públicos de planear, diseñar, adquirir, construir, renovar, mejorar y equipar facilidades de viviendas costeables y para infraestructura relacionada para personas y familias de ingresos bajos y moderados; para adquirir terreno y participación en terreno y propiedad necesarios para tales propósitos; financiar programas de viviendas costeables y de reparación de viviendas costeables que sean permitidos por ley; financiar préstamos y concesiones para propósitos de viviendas costeables, de acuerdo con algún programa de desarrollo económico actual o que sea aprobado en el futuro; y para todo asunto necesario o incidental a lo mismo; y que los bonos y pagares sean emitidos en una o más serie o emisiones, en una cantidad principal total de \$ 250,000,000, que se venzan en serie o de otra manera, y que el rédito o réditos del interés sea una cantidad o cantidades que no excedan los límites respectivos establecidos por ley cuando se emitan, y que se vendan al precio o precios, según lo determine el Consejo de la Ciudad; y se hará imposición, prenda, avalúo y recaudación anual de impuestos ad valoren en toda propiedad imponible en la Ciudad en cantidades suficientes para pagar el interés anual de dichos bonos y pagarés y para proporcionar un fondo de amortización para pagar dichos bonos y pagarés cuando se venzan?

Proposición B (Bibliotecas, Museos y Facilidades de Artes Culturales)

PROPOSICIÓN B DE LA CIUDAD DE AUSTIN, TEXAS

¿Se debería autorizar al Consejo de la Ciudad de Austin, Texas para que emita bonos de obligación general y pagarés de la Ciudad para propósitos públicos de planear, diseñar, adquirir, construir, renovar,

mejorar y equipar facilidades comunitarias y culturales, bibliotecas, museos, y facilidades de artes culturales, que incluyan espacios de creatividad dedicados a crear, exhibir, o preservar obras de arte y expresión creativa; para adquirir terreno y participación en terreno y propiedad necesarios para tales propósitos; y para todo asunto necesario o incidental a lo mismo; y que los bonos y pagarés sean emitidos en una o más serie o emisiones, en una cantidad principal total de \$ 128,000,000, que se venzan en serie o de otra manera, y que el rédito o réditos del interés sea una cantidad o cantidades que no excedan los límites respectivos establecidos por ley cuando se emitan, y que se vendan al precio o precios, según lo determine el Consejo de la Ciudad; y se hará imposición, prenda, avalúo y recaudación anual de impuestos ad valoren en toda propiedad imponible en la Ciudad en cantidades suficientes para pagar el interés anual de dichos bonos y pagarés y para proporcionar un fondo de amortización para pagar dichos bonos y pagarés cuando se venzan?

Proposición C (Parques y Recreación)

PROPOSICIÓN C DE LA CIUDAD DE AUSTIN, TEXAS

¿Se debería autorizar al Consejo de la Ciudad de Austin, Texas para que emita bonos de obligación general y pagarés de la Ciudad para propósitos relacionados a parques y creación, a saber: planear, diseñar, adquirir, construir, renovar, mejorar y equipar parques públicos, centros de recreación y otros edificios de parques e infraestructura, áreas naturales, y otras facilidades relacionadas, incluyendo, sin limitarse a campos de recreo infantil, senderos de caminar y para bicicletas, canchas de deportes, albercas, facilidades para deportes y actividades acuáticas, e infraestructura relacionada de estacionamiento y calles; para adquirir terreno y participación en terreno y propiedad necesarios para tales propósitos; y para todo asunto necesario o incidental a lo mismo; y que los bonos y pagarés sean emitidos en una o más serie o emisiones, en una cantidad principal total de \$149,000,000, que se venzan en serie o de otra manera, y que el rédito o réditos del interés sea una cantidad o cantidades que no excedan los límites respectivos establecidos por ley cuando se emitan, y que se vendan al precio o precios, según lo determine el Consejo de la Ciudad; y se hará imposición, prenda, avalúo y recaudación anual de impuestos ad valoren en toda propiedad imponible en la Ciudad en cantidades suficientes para pagar el interés anual de dichos bonos y pagarés y para

proporcionar un fondo de amortización para pagar dichos bonos y pagarés cuando se venzan?

Proposición D (Mitigación de Inundaciones, Espacios Abiertos, y Protección de la Calidad del Agua)

PROPOSICIÓN D DE LA CIUDAD DE AUSTIN, TEXAS

¿Se debería autorizar al Consejo de la Ciudad de Austin, Texas para que emita bonos de obligación general y pagarés de la Ciudad para propósitos de planear, diseñar, adquirir, construir, e instalar mejoras y facilidades para la mitigación y control de inundaciones, control de erosión, para la calidad del agua, la cantidad de agua, y para drenajes de aguas de tormentas y para adquirir terreno, espacios abiertos y participación en terreno y propiedad necesarios para la conservación, preservación y protección de áreas naturales y de la calidad del agua en la región; y para todo asunto necesario o incidental a lo mismo; y que los bonos y pagarés sean emitidos en una o más serie o emisiones, en una cantidad principal total de \$184,000,000, que se venzan en serie o de otra manera, y que el rédito o réditos del interés sea una cantidad o cantidades que no excedan los límites respectivos establecidos por ley cuando se emitan, y que se vendan al precio o precios, según lo determine el Consejo de la Ciudad; y se hará imposición, prenda, avalúo y recaudación anual de impuestos ad valoren en toda propiedad imponible en la Ciudad en cantidades suficientes para pagar el interés anual de dichos bonos y pagarés y para proporcionar un fondo de amortización para pagar dichos bonos y pagarés cuando se venzan?

Proposición E (Servicios Humanos y de Salud)

PROPOSICIÓN E DE LA CIUDAD DE AUSTIN, TEXAS

¿Se debería autorizar al Consejo de la Ciudad de Austin, Texas para que emita bonos de obligación general y pagarés de la Ciudad para propósitos públicos de planear, diseñar, adquirir, construir, y equipar una facilidad nueva de vecindario para servicios humanos y de salud pública en el área de Dove Springs, que sea propiedad de y administrada por la Ciudad; para adquirir terreno y participación en terreno y propiedad necesarios para tales propósitos; y para todo asunto necesario o incidental a lo mismo; y que los bonos y pagarés sean emitidos en una o más serie o emisiones, en una cantidad principal total de

\$16,000,000, que se venzan en serie o de otra manera, y que el rédito o réditos del interés sea una cantidad o cantidades que no excedan los límites respectivos establecidos por ley cuando se emitan, y que se vendan al precio o precios, según lo determine el Consejo de la Ciudad; y se hará imposición, prenda, avalúo y recaudación anual de impuestos ad valoren en toda propiedad imponible en la Ciudad en cantidades suficientes para pagar el interés anual de dichos bonos y pagarés y para proporcionar un fondo de amortización para pagar dichos bonos y pagarés cuando se venzan?

Proposición F (Seguridad Pública)

PROPOSICIÓN F DE LA CIUDAD DE AUSTIN, TEXAS

¿Se debería autorizar al Consejo de la Ciudad de Austin, Texas para que emita bonos de obligación general y pagarés de la Ciudad para propósitos relacionados a la seguridad pública, a saber: planear, diseñar, renovar, mejorar, y equipar facilidades actuales del departamento de bomberos y facilidades actuales de servicios de emergencias médicas en la Ciudad; y para todo asunto necesario o incidental a lo mismo; y que los bonos y pagarés sean emitidos en una o más serie o emisiones, en una cantidad principal total de \$38,000,000, que se venzan en serie o de otra manera, y que el rédito o réditos del interés sea una cantidad o cantidades que no excedan los límites respectivos establecidos por ley cuando se emitan, y que se vendan al precio o precios, según lo determine el Consejo de la Ciudad; y se hará imposición, prenda, avalúo y recaudación anual de impuestos ad valoren en toda propiedad imponible en la Ciudad en cantidades suficientes para pagar el interés anual de dichos bonos y pagarés y para proporcionar un fondo de amortización para pagar dichos bonos y pagarés cuando se venzan?

Proposición G (Infraestructura de Transportación)

PROPOSICIÓN G DE LA CIUDAD DE AUSTIN, TEXAS

¿Se debería autorizar al Consejo de la Ciudad de Austin, Texas para que emita bonos de obligación general y pagarés de la Ciudad para propósitos relacionados a la transportación y movilidad, a saber: planear, diseñar, construir, reconstruir, equipar y mejorar carreteras, calles, intersecciones, aceras, puentes, senderos urbanos, e

infraestructura relacionada de servicios públicos y drenaje; mejorar sincronización de señales de tráfico y sistemas de comunicaciones y control; adquirir e instalar señales de tráfico y tecnología relacionada; para adquirir terreno y participación en terreno y propiedad necesarios para tales propósitos; y para todo asunto necesario o incidental a lo mismo; que los bonos y pagarés sean emitidos en una o más serie o emisiones, en una cantidad principal total de \$160,000,000, que se vendan en serie o de otra manera, y que el rédito o réditos del interés sea una cantidad o cantidades que no excedan los límites respectivos establecidos por ley cuando se emitan, y que se vendan al precio o precios, según lo determine el Consejo de la Ciudad; y se hará imposición, prenda, avalúo y recaudación anual de impuestos ad valoren en toda propiedad imponible en la Ciudad en cantidades suficientes para pagar el interés anual de dichos bonos y pagarés y para proporcionar un fondo de amortización para pagar dichos bonos y pagarés cuando se vendan?

PARTE 3. Las proposiciones aparecerán en la boleta oficial substancialmente formuladas como se indica enseguida, y la boleta se habrá de preparar para permitir la votación "a favor" o "en contra" de cada proposición:

ELECCIÓN ESPECIAL DE LA CIUDAD DE AUSTIN, TEXAS

PROPOSICIÓN A DE LA CIUDAD DE AUSTIN, TEXAS

La emisión de \$250,000,000 en bonos y pagarés de obligación general respaldados por impuestos para planear, construir, renovar, mejorar y equipar facilidades de viviendas costeables para personas y familias de ingresos bajos y moderados, y para adquirir terreno y participación en terreno y propiedad necesarios para lo mismo, financiar préstamos y concesiones para viviendas costeables, y financiar programas de viviendas costeables permitidos por la ley; y para imponer un impuesto suficiente para pagar los bonos y pagarés.

ELECCIÓN ESPECIAL DE LA CIUDAD DE AUSTIN, TEXAS

PROPOSICIÓN B DE LA CIUDAD DE AUSTIN, TEXAS

La emisión de \$128,000,000 en bonos y pagarés de obligación general respaldados por impuestos para planear, adquirir, construir, renovar, mejorar y equipar facilidades comunitarias y culturales, bibliotecas, museos, y facilidades culturales y de las artes creativas, y para adquirir

terreno y participación en terreno y propiedad necesarios para lo mismo; y para imponer un impuesto que sea suficiente para pagar los bonos y pagarés.

ELECCIÓN ESPECIAL DE LA CIUDAD DE AUSTIN, TEXAS

PROPOSICIÓN C DE LA CIUDAD DE AUSTIN, TEXAS

La emisión de \$149,000,000 en bonos y pagarés de obligación general respaldados por impuestos para planear, adquirir, construir, renovar, mejorar y equipar parques públicos, centros de recreación, áreas naturales, y otras facilidades relacionadas, incluyendo, sin limitarse a campos de recreo infantiles, senderos de caminar y para bicicletas, campos deportivos, y albercas, y para adquirir terreno y participación en terreno y propiedad necesarios para lo mismo; y para imponer un impuesto que sea suficiente para pagar los bonos y pagarés.

ELECCIÓN ESPECIAL DE LA CIUDAD DE AUSTIN, TEXAS

PROPOSICIÓN D DE LA CIUDAD DE AUSTIN, TEXAS

La emisión de \$184,000,000 en bonos y pagarés de obligación general respaldados por impuestos para la mitigación de inundaciones, áreas abiertas y para la calidad del agua, la cantidad de agua y para planear, diseñar, adquirir, construir, e instalar mejoras y facilidades para controlar inundaciones, controlar erosión, calidad y cantidad del agua, y drenajes de aguas de tormentas, y adquirir terreno, espacios abiertos y participación en terreno y propiedad necesarios para lograrlo; para imponer un impuesto que sea suficiente para pagar los bonos y pagarés.

ELECCIÓN ESPECIAL DE LA CIUDAD DE AUSTIN, TEXAS

PROPOSICIÓN E DE LA CIUDAD DE AUSTIN, TEXAS

La emisión de \$16,000,000 en bonos y pagarés de obligación general respaldados por impuestos para planear, construir, reconstruir, mejorar y equipar una facilidad de vecindario nueva para servicios humanos y de salud pública en el área de Dove Springs, y para imponer un impuesto que sea suficiente para pagar los bonos y pagarés.

ELECCIÓN ESPECIAL DE LA CIUDAD DE AUSTIN, TEXAS

PROPOSICIÓN F DE LA CIUDAD DE AUSTIN, TEXAS

La emisión de \$38,000,000 en bonos y pagarés de obligación general respaldados por impuestos para planear, renovar, mejorar, y equipar facilidades actuales de seguridad pública, en particular estaciones y edificios y facilidades relacionadas a servicios de bomberos y de emergencias médicas; y para imponer un impuesto que sea suficiente para pagar los bonos y pagarés.

ELECCIÓN ESPECIAL DE LA CIUDAD DE AUSTIN, TEXAS

PROPOSICIÓN G DE LA CIUDAD DE AUSTIN, TEXAS

La emisión de \$160,000,000 en bonos y pagarés de obligación general respaldados por impuestos para planear, construir, reconstruir, y mejorar carreteras, calles, intersecciones, aceras, puentes, senderos urbanos, e infraestructura relacionada de servicios públicos y drenajes para las calles y carreteras; mejorar sincronización de señales de tráfico y sistemas de control; adquirir terreno y participación en terreno y propiedad necesarios para lograrlo; y para imponer un impuesto que sea suficiente para pagar los bonos y pagarés.

PARTE 4. De acuerdo con la Sección 3.009, Código Electoral de Texas: (i) el lenguaje de la proposición que aparecerá en la boleta está detallado en la Parte 3 del presente, (ii) los propósitos para cuales los bonos y pagarés están autorizados están detallados en la Parte 2 de lo presente, (iii) la cantidad principal de los bonos y pagarés que serán autorizados está detallada en la Parte 2 de lo presente, (iv) si la emisión de bonos y pagarés es autorizada por los votantes, se podrán imponer impuestos que sean suficientes, dentro de la límites instituidos por ley, para pagar el principal anual y el interés de dichos bonos y pagarés y para proporcionar un fondo de amortización para pagar dichos bonos y pagarés, de acuerdo con lo detallados en el Parte 2 del presente, (v) los bonos y pagarés autorizados de acuerdo con esta ordenanza se emitirán con vencimiento que no exceda 40 años de su fecha de emisión y que rédito o réditos de interés de acuerdo con la autorización por ley, y con la determinación del Consejo, (vi) a principios del año fiscal actual de la Ciudad, la cantidad pendiente del principal de la deuda de la Ciudad era \$1,378,485,000 y el total de interés pendiente en la deuda la Ciudad era \$494,427,000, y (vii) la tasa de impuestos ad valorem para pagar el servicio de la deuda de la Ciudad cuando esta ordenanza se aprobó era \$0.1055 por \$100 de valuación en asesamiento de propiedad imponible.

Basado en las condiciones del mercado en la fecha de esta ordenanza, y basado en la valoración de asesamientos imponibles del año fiscal 2017 (año fiscal

2017/2018), sin ajustes para aumentos en valoración de asesoramientos imponibles en años futuros, si los bonos y pagarés son autorizados, el estimado del cálculo de la tasa de impuestos de la Ciudad sería aproximadamente \$.5440 por \$100 de valuación en asesoramiento de propiedad imponible, (que representa un aumento de \$.0992 por \$100 de valuación en asesoramiento de propiedad imponible, comparado con la tasa total de la Ciudad en la fecha de aprobación de esta ordenanza), basado en la ley estatal actual, que es sujeta a cambiar. El estimado total de la tasa de impuestos representa la suma de (i) la tasa de impuestos más reciente adoptada para operaciones y mantenimiento, que es \$0.3393 por \$100 de valuación en asesoramiento de propiedad imponible, más (ii) la estimación de la tasa de impuestos para las obligaciones de deuda de la Ciudad, incluyendo los bonos y pagarés, que se anticipa ser aproximadamente \$.0247 por \$100 de valuación en asesoramiento de propiedad imponible.

Si se aprueban por los votantes, los bonos y pagarés serán garantizados con impuestos ad valorem que serán suficientes, dentro de los límites instituidos por ley, para pagar el principal y el interés de los bonos y pagarés y para proveer un fondo amortizado para pagar los bonos y pagarés. La tasa de impuestos en sí, la tasa de interés, fechas de vencimiento, los totales de deuda e interés pendientes en dicha deuda, solo se podrían determinar y saber cuándo los bonos y pagarés se emitan. Además, la tasa de impuestos en sí dependerá en, entre otros factores, la valuación en asesoramiento de propiedad imponible, en índices de interés en vigor, en el mercado para los bonos y pagarés de la Ciudad, y en condiciones generales del mercado cuando los bonos y pagarés se emitan.

Las tasas estimadas de impuestos y otras declaraciones contenidas en esta Parte 4 son (i) basadas en ciertas suposiciones (incluyendo suposiciones concernientes a las condiciones del mercado y económicas en vigor al tiempo(s) de la emisión de los bonos y pagarés) y extraídas de proyecciones obtenidas del asesor financiero de la Ciudad, (ii) son sujetas a cambiar de acuerdo con la diferencia entre los hechos en sí, circunstancias y condiciones en vigor cuando los bonos y pagarés se emitan y la realidad de las suposiciones y proyecciones, (iii) esto se incluye aquí solo para satisfacer los requisitos de la Sección 3.009, del Código Electoral de Texas, y no para otros propósito, sin dar garantía de que dichas proyecciones se realicen, y (iv) no se intenta alcanzar el nivel de un contrato con los votantes ni de limitar la autoridad del Consejo para emitir bonos y pagarés de acuerdo con las proposiciones sometidas en lo presente.

Si la emisión de los bonos y pagarés es aprobada por la mayoría de los votantes que voten en la proposición para emitir bonos y pagarés para viviendas costeables (Proposición A), financiamiento de proyectos de viviendas costeables será de

acuerdo con los guías de la Ciudad relacionados a viviendas costeables actuales y futuros, incluyendo, pero sin limitarse a guías para viviendas de renta, viviendas de propietarios, y reparaciones de viviendas. Los guías han sido desarrollados por personal de la ciudad después de consultas con el asesor de bonos. Los guías de proyectos de viviendas costeables son parte del programa instituido parcialmente bajo la autoridad del Capítulo 380 del Código Gubernamental Local de Texas, tocante la emisión de obligaciones respaldadas por impuestos ad-valorem para dichos propósitos, y el Consejo aprueba y afirma este programa, los guías que gobiernan el programa, y su aplicación en la emisión de bonos y pagares para propósitos de viviendas costeables.

PARTE 5. ¿Se llevará a cabo una elección Tocante la Carta de la Ciudad el 6 de noviembre, 2018, en cual la boleta se preparará para permitir que se vote "Sí" o "No" en las siguientes proposiciones:

Proposición H: ¿Será enmendada la Carta de la Ciudad para proveer que el plazo de servicio y el proceso para destituir del puesto a miembros de la Comisión de Planeación sean determinados por ordenanza?

Proposición I: ¿Será enmendada la Carta de la Ciudad para corregir la gramática, corregir errores de tipografía, corregir mayúsculas, puntuación y estructura de oraciones sin hacer correcciones substanciales; y para cambiar o eliminar lenguaje de la carta que es obsoleto?

PARTE 6 – Si la Proposición H es aprobada por la mayoría de los votantes que voten en la elección, la Carta de la Ciudad será enmendada en la siguiente manera:

ARTÍCULO X. – PLANEACIÓN.

§ 2. – LA COMISIÓN DE PLANEACIÓN-ORGANIZACIÓN.

Se habrá de instituir una comisión de planeación que será de ciudadanos de la Ciudad de Austin que deberán ser votantes registrados residentes de la ciudad al menos por un año que deberá ser el año anterior a su nombramiento. La comisión de planeación deberá tener el mismo número de miembros igual al número de concejales más dos [(2)] miembros adicionales, el mínimo de dos tercios de los miembros serán personas que no sean directa ni indirectamente relacionados a la profesión de bienes y raíces y desarrollo de terrenos. El/la gerente de la ciudad, el/la presidente de la junta de ajustes de zonamiento, el/la director/a de obras públicas, y el/la presidente de la mesa directiva de Austin Independent School District actuarán de miembros exoficio. Miembros de dicha comisión serán nombrados por el

consejo por un plazo de hasta dos [(2)] años. [~~cinco (5) miembros serán nombrados en cada año non y cuatro (4) miembros en cada año par~~]. El calendario de los nombramientos, y el proceso para remover a los comisionados antes de vencerse el plazo, será instituido por ordenanza. La comisión elegirá al presidente de los miembros y se reunirá no menos de una vez por mes. Puestos vacantes con plazos que no sean vencidos serán llenados por nombramientos del consejo para el resto del plazo.

PARTE 7. Si la Proposición I es aprobada por la mayoría de los votantes que votan en la elección, la Carta de la Ciudad será enmendada en la siguiente manera:

ARTÍCULO I. - INCORPORACIÓN, TIPO DE GOBIERNO, PODERES.

§ 1. - INCORPORACIÓN.

Los habitantes de la Ciudad de Austin, [~~Condado Travis,~~] Texas, dentro de sus límites corporativos de acuerdo con estatutos del Capítulo 90, página 634, Leyes Especiales de Texas, 1909, 31va Legislatura, y de acuerdo con las ordenanzas de la Ciudad de Austin adoptadas subsecuentemente a lo mismo, continuara siendo y por lo presente es constituido cuerpo político y corporativo, a perpetuidad bajo el nombre de la "Ciudad de Austin," que desde aquí en adelante será referida como la "ciudad," con los poderes, privilegios, derechos, deberes, e inmunidades que en lo presente se disponen.

§ 3. - PODERES GENERALES.

La ciudad tendrá todos los poderes concedidos a ciudades por la constitución [~~Constitución~~] y leyes del Estado de Texas, junto con todos los poderes implícitos necesarios para ejecutar dichos poderes concedidos. La ciudad podrá usar un sello corporativo; podrá demandar y ser demandada; contratar y ser contratada; cooperar con el gobierno del Estado de Texas o de cualquier agencia o subdivisión política del estado, o con el gobierno federal o cualquier agencia del mismo, para lograr propósitos legales para adelantar el interés, bienestar, salud, moral, confort, seguridad, y conveniencia de la ciudad y sus habitantes; podrá adquirir propiedad dentro o fuera de sus límites corporativos para cualquier propósito de la municipalidad en pleno dominio, o en cualquier interés menor o propiedad, en compra, regalo, legado, arrendamiento o expropiación, sujeto a las provisiones de esta Carta, podrá vender, arrendar, hipotecar, tener, gerenciar, y controlar dicha propiedad que actualmente o que después sea propiedad de la ciudad; podrá adoptar ordenanzas y aprobar regulaciones que sean necesarias para mantener un gobierno eficaz, la orden, y paz de la ciudad y el bienestar, salud, moral, confort, seguridad y

conveniencia de sus habitantes. Además de los poderes enumerado en lo presente y sujeto solo a los límites impuestos por la constitución del estado, por las leyes estatales, y por este Capítulo, la ciudad tendrá, sin la necesidad de la enumeración expresada en este Capítulo, cada uno de los poderes que, en el Artículo XI, Sección 5, de la Constitución de Texas, los habitantes de la ciudad cuentan con el poder electoral para conceder o conferir en la ciudad haciéndolo expresivamente y en particular de acuerdo con lo que se ha enumerando en lo presente.

§ 4. – CALLES Y PROPIEDAD PÚBLICA.

La ciudad tendrá dominio exclusivo, control y jurisdicción [.] en, acciones tocantes, sobre, y debajo de las calles públicas, aceras, callejones, carreteras, plazas públicas, y vías públicas dentro de los límites corporativos de la ciudad, y en, acciones tocantes, sobre, y debajo toda propiedad pública de la ciudad. Con respecto a cada una de las calles públicas, aceras, callejones, carreteras, plazas públicas, o cualquier otra vía pública dentro los límites corporativos de la ciudad, la ciudad tendrá poder de establecer, mantener, alterar, abandonar, o desocupar las mismas; de regular, establecer o cambiar el nivel de estas; de controlar y regular el uso de estas; y de reducir y remover libremente cualquier intrusión de estas.

§ 5. – DESARROLLO Y MEJORAS DE CALLES.

La ciudad tendrá la facultad de desarrollar y mejorar, o hacer que se desarrollen y mejoren, cualquier y todas las calles públicas, aceras, callejones, carreteras y otras vías públicas dentro los límites corporativos de la ciudad, que se haría al diseñar, abrir, reducir la anchura ampliar la anchura, enderezar, extender, y establecer líneas de edificios a lo largo de las mismas; y lograrlo con comprar, expropiar y tomando propiedades para lo mismo; haciendo con rellenar, nivelar, elevar, bajar, pavimentar, re-pavimentar, y reparar en manera permanente las mismas; y haciéndolo con construir, reconstruir, alterar, reparar, realinear los bordillos de aceras, las canaletas, drenajes, aceras, alcantarillas, y otras pertenencias e incidentales relacionada a dicho desarrollo y mejoras. La ciudad podrá llevar a cabo cualquier o más de los tipos de desarrollo y mejoras autorizados en lo antemencionado, o en combinación o en parte de lo mismo. El costo de tal desarrollo y mejoras serán pagados por la ciudad, o en parte por la ciudad y en parte por el gravamen impuesto sobre la propiedad lindante y los propietarios de lo mismo, y tal gravamen se podrá imponer en cualquier cantidad y bajo cualquier proceso que actualmente o en el futuro sería permitido por ley estatal.

Si hay mejoras que sean ordenadas para construirse en cualquier parte del área entre y bajo la infraestructura de rieles sencillos o dobles, en entronques y controles,

y en dos [(2)] pies en cada lado de lo mismo, de cualquier lado de lo mismo, de cualquier ferrocarril [-] que use, ocupe, o cruce cualquier de las dichas carreteras, parte o partes en cuales se hayan ordenado mejoras, entonces el consejo de la ciudad tendrá la autoridad de cobrar el costo completo de las mejoras en dicha área a dicho ferrocarril, y tendrá la autoridad por ordenanza de imponer un impuesto especial sobre dicho ferrocarril, y en sus área de rieles, instalaciones, derechos y franquicias, y dicho impuesto será un gravamen en lo mismo que predomina sobre cualquier otro gravamen o reclamo excepto cualquier impuesto ad valorem estatal, del condado, y de la ciudad y que se podrá ejecutar ya sea con la venta de dicha propiedad en la manera que las leyes disponen para colectar el impuesto ad valorem por la ciudad, o con una demanda en la corte de jurisdicción competente. La ordenanza que imponga dicho impuesto indicara el plazo, términos y condiciones del pago de lo mismo, y el rédito de interés, que no exceda ocho por ciento [(8%)] anual, y el mismo, si no es pagado cuando se vence, será recaudable, junto con el interés, incluyendo gastos de colectar y honorarios razonables de abogados, si se incurren. El consejo de la ciudad tendrá autoridad de emitir certificados en prueba de dichos gravámenes.

Un método alternativo y cumulativo para desarrollar, mejorar, y pavimentar las calles públicas, aceras, callejones, carreteras, y otras vías públicas dentro de los límites corporativos, es la autoridad de la ciudad para proceder de acuerdo con el Capítulo 106, página 489, Actos 1927, 40va Legislatura, Primera Sesión, con sus enmiendas actuales o futuras, [-] que le permite adoptar planes y especificaciones relacionadas a lo mismo; para pagar en efectivo a contratistas, a licitantes ganadores de las concesiones, la parte del costo que sea impuesto a la propiedad lindante y a los propietarios de la misma; se puede reembolsar la cantidad pagada a dicho contratista por medio del gravamen contra la propiedad lindante y de los propietarios de lo mismo, lo que sería después de una audiencia y aviso prescrito en los estatutos antes mencionados, en una cantidad permitida por dichos estatutos y que no sea más del valor de las mejoras al valor de la propiedad que fue afectada por las mejoras; y de emitir certificados transferibles a favor de la ciudad por dichos gravámenes, y dichos certificado serian ejecutables en la manera prescrita por los estatutos antemencionados. La ciudad también tendría autoridad de llevar a cabo dicho desarrollo, mejoras o pavimentos con su propia mano de obra, si en la opinión del consejo la obra se puede hacer más rápido o más costeable y en dicho caso la ciudad tendrá la autoridad de reembolsarse el costo de dichas mejoras en la misma cantidad y en la misma manera igual que si la obra se hubiese completado por algún contratista licitante ganador.

§ 6. – ANEXIÓN PARA TODO PROPÓSITO.

El consejo [Consejo] de la ciudad [Ciudad] tendrá la facultad por ordenanza de fijar los límites de la Ciudad de Austin; y de disponer la alteración, reducción, y la extensión de dichos límites, y la anexión de territorio adicional adyacente a la ciudad, con o sin el consentimiento del territorio y de los habitantes anexados. Antes de que la ciudad [Ciudad] podrá instituir procedimientos de anexión o de-anexión, el consejo [Consejo] de la ciudad [Consejo] proveerá una oportunidad para que toda persona interesada sea escuchada en una audiencia pública. Aviso previo de dicha audiencia será publicado de acuerdo con la ley estatal en un periódico de circulación general en la ciudad [Ciudad] y en el territorio propuesto para anexión. Al finalizarse la aprobación de dicha ordenanza, los límites de la ciudad [Ciudad] después de este proceso serán instituido por dicha ordenanza; y cuando dicho territorio adicional haya sido anexado de esta manera, dicho territorio será parte de la Ciudad de Austin, y que la propiedad situada dentro de lo mismo será asesorada su parte pro rata de los impuestos que la ciudad impone, y los habitantes de lo mismo gozarán todos los derechos y privilegios de todos los ciudadanos, y tendrán que cumplir con decretos, ordenanzas, resoluciones, y regulaciones de la ciudad [Ciudad].

§ 7. -ANEXIÓN DE PROPÓSITO LIMITADO.

Además de la facultad para anexar poder territorio adicional para cualquier propósito, la ciudad [Ciudad] tendrá la facultad de arreglar, alterar, y extender los límites corporativos de la ciudad [Ciudad] para propósitos limitados de planeación, zonamiento, salud, y seguridad y para anexar para dichos propósitos limitados territorio adicional adyacente a la ciudad [Ciudad], con o sin el consentimiento de los dueños de propiedad o de habitantes de dicho territorio anexado; siempre y cuando ninguno de dichos territorios que quede más distante que cinco millas desde los límites corporativos que rodean el territorio que es parte de la ciudad [Ciudad] para todo propósito, ya que dichos límites corporativos actualmente o en el futuro se establecen, y serán anexados para cualquier propósito o propósitos limitados. Cuando dichos límites corporativos anexados para dichos propósitos limitados no son colindantes con los límites corporativos que rodean el territorio que es parte de la ciudad [Ciudad] para todo propósito, dichos límites corporativos del territorio de propósitos limitados serán conocidos como "Límites Corporativos de Propósitos Limitados. Cada ordenanza que provee la anexión de territorio a la ciudad [Ciudad] para propósitos limitados claramente deberá exponer el propósito o propósitos limitados que son la razón para anexar, y se publicara una vez, en un periódico de circulación general en la ciudad [Ciudad] y en deberá ser en el formulario que se usara para su aprobación final, a no menos de 30[treinta-(30)] días antes de su aprobación final.

Cuando algún territorio adicional ha sido anexado para dicho propósito o propósitos limitados, será parte de la ciudad solamente para dicho propósito o propósitos limitados. Sin embargo, en su trato con la propiedad y habitantes de lo mismo, la ciudad [~~Ciudad~~] tendrá facultad plena que en otras maneras posee y que es razonable y oportuno para cumplir el propósito o propósitos limitados que fueron la causa de que dicha propiedad fue anexada, y la facultad de la facultad de la ciudad [~~Ciudad~~] para tratar con la propiedad y habitantes de dicho territorio de propósitos limitados incluirá las facultades enumeradas en la próximas dos [(2)] oraciones sucesivas pero que no son limitadas o restringidas en lo mismo. En lo que toca al territorio anexado para propósitos limitados de planeación o zonamiento, la ciudad [~~Ciudad~~] tendrá la facultad de controlar y regular uso de la propiedad y la densidad de estructuras, para requerir cumplimiento con regulaciones razonables de zonamiento, para controlar y regular la subdivisión de propiedad y para controlar y regular la construcción de edificios. En lo que toca al territorio anexado para propósito o propósitos limitados de salud y seguridad, la ciudad [~~Ciudad~~] tendrá la facultad de adoptar toda regulación razonable tocante la salud y seguridad y para requerir cumplimiento con dichas regulaciones. Cada habitante del territorio anexado para propósito o propósitos limitados, que de otras maneras es calificado, tendrá el derecho de votar en las elecciones de la ciudad [~~Ciudad~~] en cada asunto(s) que trate de elegir o de destituir a un miembro del consejo de la ciudad [~~Ciudad~~] o para enmendar esta Carta, y cada habitante será considerado ser ciudadano de la ciudad [~~Ciudad~~] en lo que concierne cada ordenanza, regulación, o acción que es, o que se alegue que sea, aplicable a él o ella o a su propiedad a causa de dicha anexión de propósito limitado, pero no será elegible para ser candidato en ningún puesto electo en la Ciudad de Austin. La ciudad [~~Ciudad~~] tendrá la facultad de imponer cualquier impuesto para propósitos municipales en ya sea sobre la propiedad o [de] sobre los habitantes del territorio anexado para propósito o propósitos limitados, y ninguna cantidad de fondos de la ciudad [~~Ciudad~~] será gastada en dicho territorio excepto cuando sea razonable y oportuno para cumplir con el propósito o propósitos limitados que fueron causa de que el territorio fue anexado; pero la ciudad [~~Ciudad~~] podrán recaudar cargos razonables de los dueños de propiedades y de los habitantes de dicho territorio por servicios prestados por la ciudad [~~Ciudad~~] en cumplimiento con el propósito o propósitos limitados que causaron la anexión del territorio.

ARTÍCULO II. – EL CONSEJO.

§ 3. – REDISTRITACIÓN.

(A) Para los propósitos de esta sección, los siguientes términos se definen:

(4) PANEL significa el Panel Para Revisar Solicitantes (Panel Para Revisar Solicitantes) compuesto de tres auditores calificados independientes que revisan los solicitantes para puestos en la comisión [~~Comisión~~].

(B) En el 2013 y después en cada año subsiguiente al año en que el censo nacional se efectúe bajo la dirección del congreso al principio de cada década, la comisión [~~Comisión~~] ajustará las líneas límites de los 10 distritos uni-miembro de acuerdo con los estándares y proceso detallado en este Artículo. La comisión [~~Comisión~~] será completamente estatuida a no más tardar del 1 de Julio, 2013, y después a no más tardar del 1 de marzo en cada año que termine en el número uno (1) de allí en adelante. La comisión [~~comisión~~] no trazará líneas distritales en ningún otro tiempo, excepto si los distritos tendrán que ser trazados nuevamente por alguna decisión judicial que anule total o parcialmente el plan distrital existente, o si la fecha de la elección de la ciudad se haya cambiado. Si la fecha de la elección de la ciudad se cambia, entonces las fechas en este artículo se ajustarán para asegurar que la comisión tenga suficiente tiempo para trazar las líneas antes de la fecha de la elección

C) La Comisión deberá:

- (1) administrar un proceso abierto y transparente permitiendo plena consideración del público y comentario tocante el dibujo de las líneas distritales;
- (2) trazar líneas distritales de acuerdo con el criterio de redistribución especificado en este Artículo; y
- (3) comportarse con integridad y justicia. Este proceso de selección es diseñado para producir una comisión que sea independiente de la influencia del consejo [~~Consejo~~] de la ciudad [~~Ciudad~~] y que sea razonablemente representativa de la diversidad de la ciudad.

(D) La comisión consistirá en 14 miembros.

- (1) Cada miembro de la comisión será votante que continuamente se haya registrado en la Ciudad de Austin por cinco o más años inmediatamente anteriores a la fecha de su nombramiento Cada miembro de la comisión, excepto el miembro estudiantil descrito abajo, tendría que haber votado al menos en tres de las últimas cinco elecciones generales de la Ciudad de Austin inmediatamente anteriores a su solicitud. Uno de los miembros de la comisión deberá ser estudiante debidamente registrado

en un colegio de la comunidad o en alguna universidad en la Ciudad de Austin y deberá vivir y estar registrado para votar en la Ciudad de Austin.

- (2) El plazo del puesto de cada miembro de la comisión se vence cuando se nombre el primer miembro de la comisión subsiguiente durante el año que sigue al año en que se efectuó el censo nacional.
 - (3) Nueve miembros de la comisión constituirán el quorum. Nueve o más votos a favor se requieren para cualquier acción oficial, incluyendo aprobación del plan final estableciendo los límites de cualquier distrito concejal.
 - (4) Cada miembro de la comisión aplicará este artículo imparcialmente para asegurar la confianza del público en la integridad del proceso de redistribución. Miembros de la comisión serán inelegibles por un periodo de 10 años principiando en la fecha de su nombramiento, para ocupar un puesto público electo de la Ciudad de Austin. Miembros de la comisión serán inelegibles, por un periodo de tres años principiando en la fecha de su nombramiento, para asumir nombramiento a un puesto público de la Ciudad Austin, para servir de personal pagado, o de consultor pagado de la Ciudad de Austin, o de algún miembro del consejo [Consejo] de la ciudad [Ciudad], o para recibir un contrato sin oferta competitiva de la Ciudad de Austin. Esta prohibición de tres años de ser consultor pagado o de participar en contratos sin oferta competitiva aplica a los miembros individualmente y a toda entidad en cual el miembro sea la persona autorizada.
- (E) La comisión establecerá los límites de los distritos concejales de la Ciudad de Austin en un plan usando el siguiente criterio detallado con las siguientes prioridades en orden:
- (1) Distritos cumplirán con la Constitución de los Estados Unidos. Cada distrito concejal tendrá un número de población que sea razonablemente igual comparado con otros distritos, excepto cuando la desviación se requiera para cumplir con la Ley Federal del Derecho de Votar o de acuerdo con lo permitido por la ley.
 - (2) Distritos cumplirán con la Ley Federal del Derecho de Votar (52 [42] U.S.C. Sec. 10101 [1971] y siguientes) y con cualquier otro requisito federal o ley estatal.

- (3) Distritos serán contiguos geográficamente.
 - (4) La integridad geográfica de cualquier vecindad local o comunidad local de mutuo interés será respetada para minimizar su división lo más posible sin violar los requisitos de cualquiera de las subsecciones antecedentes. Una comunidad de interés es de población contigua que comparte intereses sociales y económicos mutuos que deberá incluirse dentro de un solo distrito con el propósito de su representación efectiva y justa. Comunidades de interés no incluirán relaciones con partidos políticos, con funcionarios titulares o candidatos políticos.
 - (5) Se hará todo lo posible para asegurar que el trazado de los límites distritales produzca compactividad geográfica y que áreas de poblaciones cercanas no se excluyan a favor de poblaciones más distantes.
 - (6) Se hará todo lo posible para asegurar que el trazado de los límites distritales utilizará los límites de precintos electorales existentes.
 - (7) Se hará todo lo posible para asegurar que el trazado de los límites distritales utilizara los límites identificables geográficos.
- (G) Para el 1 de diciembre, 2013, y después, para el 1 de noviembre en cada año que se termine en el número uno [H] de allí en adelante, la comisión adoptará un plan final para la Ciudad de Austin específicamente describiendo los límites distritales para cada uno de los distritos concejales ordenados arriba. Una vez adoptados, la comisión certificará el plan ante el consejo [Consejo] de la ciudad [Ciudad]. El consejo de la ciudad no podrá cambiar el plan. El plan tendrá vigor y efecto legal.
- (1) La comisión emitirá un informe que explique la base de sus decisiones en cumplimiento con el criterio detallado arriba e incluirá definiciones de los términos y estándares usados en el desarrollo del plan final.
 - (2) Si la comisión no adopta un plan final para las fechas fijadas en esta sección, el/la procurador municipal de la Ciudad de Austin inmediatamente presentará una petición a la corte estatal para una orden decretando las líneas límites distritales de los distritos uni-miembro de acuerdo con el criterio de redistribución y requisitos detallados en esta sección [Sección]. El plan ordenado por la corte se usará para toda elección subsiguiente de concejales de la ciudad hasta que la comisión adopte un plan final que lo remplace.

(H) La comisión es la única autoridad competente para defender cualquier acción tocante el mapa final certificado, e informará al consejo [~~Consejo~~] de la ciudad [~~Ciudad~~] si determina que los fondos y otros recursos provistos para la administración de la comisión no son adecuados. El consejo [~~Consejo~~] de la ciudad [~~Ciudad~~] proporcionará fondos suficientes para defender cualquier acción tocante el mapa certificado. La comisión es la única autoridad competente para determinar si el/la procurador de la ciudad u otro asesor legal retenido por la comisión a su discreción representará a la comisión para defender el mapa final certificado.

(I) Proceso Para Seleccionar la Comisión.

- (1) A no más tardar del 1 de diciembre, 2012, y para el 1 de junio de cada año que termine en el número cero de allí en adelante, el Auditor de la Ciudad de Austin iniciará y publicará extensamente el proceso de solicitud, abierto a todo votante registrado de la Ciudad de Austin que cumpla los requisitos de la subdivisión 3(D)(1) arriba, con el fin de atraer un grupo de solicitantes para los puestos de comisionados [~~Comisionados~~] calificados, que sea extenso, diverso (racial, étnico, de género, y geográfico). El auditor de la Ciudad tomará toda medida razonable y necesaria para asegurar que el grupo incluya el número de solicitantes adecuado, que sea diversificado y calificado. Este proceso permanecerá abierto hasta el 1 de febrero, 2013 o hasta el 30 de septiembre en cada año que termine en el número cero de allí en adelante.
- (2) A no más tardar del 1 de diciembre, 2012 y para el 1 de junio en cada año que termine en el número cero de allí en adelante, el Auditor de la Ciudad de Austin iniciará y publicará extensamente un proceso de solicitud, abierto a todo auditor independiente calificado que resida en la Ciudad de Austin y que cumpla todo requisito de la subdivisión 3(A)(5) arriba, con el fin de atraer un grupo de solicitantes que sea extenso, diverso (raza, etnicidad, género, y geográfico). Este proceso permanecerá abierto hasta el 1 de febrero, 2013 o hasta el 1 de septiembre en cada año que termine en el número cero de allí en adelante.
- (3) El/la Auditor de la Ciudad de Austin eliminará del grupo de solicitantes a comisionado o a auditor independiente a toda persona con conflictos de interés incluyendo:

- (a) En el plazo de cinco años anteriores a la fecha de solicitud, ya sea el solicitante o su conyugue, ha hecho cualquiera de lo siguiente:
 - (i) haya sido nombrado, electo, o haya sido candidato a algún puesto estatal o municipal.
 - (ii) haya actuado como funcionario, empleado, o consultor pagado de algún partido político o del comité de campaña de algún candidato para un puesto electo estatal, del condado o de la ciudad.
 - (iii) haya sido cabildero registrado estatal o local.
 - (iv) haya contribuido o recaudado fondos en paquete en una cantidad total de \$1,000 o más para candidatos a puesto electo de la Ciudad de Austin en la última elección de la Ciudad.
- (b) Una persona que ha sido, en los últimos tres años inmediatamente anteriores a la fecha de la solicitud, empleado asalariado de la Ciudad de Austin; persona desempeñando servicios pagados por contrato profesional o político para la Ciudad de Austin, para el consejo [Consejo] de la ciudad [Ciudad], para algún miembro del consejo de la Ciudad de Austin; o si es persona autorizada de algún consultor en estas circunstancias; o conyugue de alguno de los antecedentes.
- (4) A no más tardar del 15 de febrero, 2013 y a no más tardar del 1 de octubre en cada año que termine en el número cero, el Auditor de la Ciudad [~~de Austin~~] revisará los solicitantes para el panel y eliminará los que no cumplan las calificaciones estatuidas en la subdivisión 3(A)(5) o los que tengan conflictos de interés definidos en la subdivisión 3(I)(3). A no más tardar del 15 de febrero, 2013, y a no más tardar del 1 de octubre en cada año que termine en el número cero, el Auditor de la Ciudad [~~de Austin~~] en una reunión pública en sorteo al azar seleccionará tres nombres de auditores independientes calificados de un grupo compuesto de auditores independientes calificados, sin conflictos de interés, que hayan solicitado para servir en el Panel Para Revisar Solicitantes. Después del sorteo el Auditor de la Ciudad avisará a los tres auditores independientes calificados cuyos nombres se hayan seleccionado que ellos/ellas han sido seleccionados para servir en el

panel. Si alguno de los tres auditores independientes calificados no acepta servir en el panel o si alguien es descalificado por algún conflicto de interés estipulado arriba en la subdivisión 3(I)(2), el Auditor de la Ciudad [~~de Austin~~] resumirá el sorteo al azar en una reunión pública tan pronto sea posible hasta que tres auditores independientes calificados que cumplan los requisitos de esta sección hayan acordado servir en el panel.

- (5) A no más tardar del 1 de marzo, 2013, y a no más tardar del 31 de octubre, en cada año que termine en el número cero, de allí en adelante, el Auditor de la Ciudad [~~de Austin~~] habrá revisado y eliminado a individuos con conflictos de interés definidos en la subdivisión 3(I)(3), o a quienes no cumplen las calificaciones estipuladas en la subdivisión 3(D)(1), entre los solicitantes a la comisión, y luego publicará los nombres del grupo de solicitantes y proveerá copias de sus solicitudes al Panel Para Revisar Solicitantes.
- (6) A no más tardar del 1 de mayo, 2013 and para el 15 de enero en cada año que termine en el número uno, de allí en adelante, el Panel Para Revisar Solicitantes seleccionará un grupo de 60 solicitantes entre los solicitantes calificados. Estas personas serán Los más calificados basado en sus habilidades analíticas relevantes, habilidad de imparcialidad, residencias en diversas partes de la ciudad [~~Ciudad~~], y aprecio por la diversidad demográfica y geografía de la Ciudad de Austin. Miembros del Panel Para Revisar Solicitantes no se comunicarán directa ni indirectamente con ningún miembro electos del consejo [~~Consejo~~] de la ciudad [~~Ciudad~~], ni con sus representantes, tocante ningún asunto relacionado con el proceso de nombramiento ni tocante ningún solicitante antes de la presentación por el panel de los solicitantes recomendados al consejo [~~Consejo~~] de la ciudad [~~Ciudad~~].
- (7) A no más tardar del 2 de mayo, 2013, y para el 16 de enero en cada año que termine en el número uno de allí en adelante, el Panel Para Revisar Solicitantes someterá su grupo de 60 solicitantes recomendados al consejo [~~Consejo~~] de la ciudad [~~Ciudad~~]. Cada miembro del consejo [~~Consejo~~] de la ciudad [~~Ciudad~~] en cinco días por escrito podrá tachar hasta uno de los solicitantes del grupo de solicitantes. No será necesario dar ninguna razón por tachar. Cualquier solicitante que es tachado por algún miembro del consejo [~~Consejo~~] de la ciudad [~~Ciudad~~] deberá ser eliminado del grupo de solicitantes. A no más tardar del 8 de mayo,

2013, y para el 22 de enero en cada año que termine en el número uno de allí en adelante, el Panel Para Revisar Solicitantes someterá el grupo de solicitantes permanentes al Auditor de la Ciudad [~~de Austin~~].

- (8) A no más tardar del 9 de mayo, 2013, y para el 23 de enero en cada año que termine en el número uno de allí en adelante, el Auditor de la Ciudad [~~de Austin~~] en sorteo al azar en una reunión pública seleccionará ocho nombres de los solicitantes restantes en el grupo. Estos ocho individuos servirán en la comisión [~~Comisión de Ciudadanos Para Redistribución~~].
- (9) A no más tardar del 30 de junio, y para el 28 de febrero en cada año que termine en el número uno de allí en adelante, los ocho comisionados repasarán los nombres restantes en el grupo de solicitantes, y de los solicitantes restantes en dicho grupo, nombrarán a seis solicitantes a la comisión. Estos seis nombrados deberán ser aprobados al menos por cinco votos a favor entre los ocho comisionados. Estos seis nombrados serán seleccionados para asegurar que la comisión refleje la diversidad de la Ciudad de Austin, incluyendo, pero sin limitarse a, la diversidad racial, étnica, y de género. Sin embargo, no es la intención aplicar fórmulas ni proporciones específicas para este fin. Los solicitantes además serán seleccionados basados en sus habilidades analíticas relevantes y su habilidad de imparcialidad. Tocante la diversidad geográfica para la primera redistribución en el 2013, los ocho comisionados nombrarán a los seis miembros restantes para asegurar diversidad geográfica y que al menos tres comisionados sean de cada uno de los cuatro precintos [~~distritos~~] actuales de comisionados del Condado Travis, hasta lo que sea posible con los seis puestos disponibles. En cuanto a la redistribución en cada año terminando en el número uno de allí en adelante, los ocho comisionados deberán asegurar que al menos un comisionado viva en cada uno de los distritos concejales existentes, haciendo todo lo factible para lograrlo con los seis puestos restantes disponibles.
- (10) Cuando sea constituida, la comisión deberá efectuar audiencias y adoptar un plan para los límites de los distritos concejales de la ciudad de acuerdo con la Carta [~~carta~~] de la Ciudad de Austin.

(J) Comisión de Ciudadanos Para Redistribución, Vacantes, Destitución, Renuncias, o Ausencias

- (1) En caso de descuido substancial en desempeñar las obligaciones, mala conducta grave en el puesto, o inhabilidad de cumplir con los deberes del puesto, miembros de la comisión después de haber recibido aviso escrito y de tener oportunidad de responder, podrían ser destituidos del puesto con el voto de 10 de los comisionados [~~Comisionados~~].
- (2) Cualquier vacante, ya sea por destitución, renuncia, o ausencia, en los 14 puestos de la comisión se llenará por la comisión [~~Comisión~~] en un plazo de 15 días de haber ocurrido el vacante, utilizando el grupo restante de solicitantes y cumpliendo con los requisitos de la subdivisión 3(I)(8) tocante los solicitantes. Nueve miembros deberán acordar en caso de cualquier nombramiento.

(K) Actividades de la comisión [~~Comisión de Ciudadanos Para Redistribución~~] son sujetas a lo siguiente:

- (1) La comisión deberá cumplir con todo requisito estatal y de la ciudad tocante las sesiones/reuniones abiertas.
- (2) Récorde de la comisión y toda información considerada por la comisión es récord público que estará disponible para asegurar acceso inmediato y extenso al público.
- (3) Miembros de la comisión y personal de la comisión no podrán comunicarse ni recibir comunicaciones tocantes asuntos de redistribución de nadie fuera de audiencias públicas. Este párrafo no prohíbe comunicaciones entre miembros de la comisión, personal de la comisión (que excluirá personal de cualquier miembro del consejo), asesoría legal, y consultores retenidos por la comisión que de otras maneras es permitido por requisitos estatales y de la ciudad tocante las sesiones abiertas.
- (4) La comisión seleccionará a uno de sus miembros al puesto de presidente y alguno para el puesto de vicepresidente. El presidente y vicepresidente permanecerán siendo miembros con derecho de votar en la comisión.
- (5) La comisión podrá emplear personal de la comisión, asesoría legal, y consultores que sean necesarios; siempre que la compensación de

dichas personas se limitará al periodo en cual la comisión sea activa. La comisión establecerá criterio claro para emplear y destituir a dichos individuos, el protocolo de comunicación, y código de conducta. La comisión aplicará criterio de conflictos de interés listado en la subdivisión 3(1)(3) al emplear personal, asesores legales, y consultores. La comisión requerirá que al menos uno de sus asesores legales empleados por la comisión haya demostrado experiencia extensa y que sea experto en implementar y ejecutar la Ley Federal del Derecho de Votar del 1965 (52 [42] U.S.C. Sec. 10101 [1974] y demás). La comisión tomará decisiones tocantes empleo, destitución, o de contratos de personal, asesoría legal, y de consultores con votos a favor de nueve o más.

- (6) No obstante otras provisiones de la ley, ningún empleador desocupará, amenazará con desocupar, o intimidará, forzará, o efectuará represalias contra ningún empleado porque dicho empleado sea miembro de la comisión o por asistir o estar programado para asistir alguna reunión de la comisión.
- (7) La comisión instituirá e implementará un proceso abierto de audiencias públicas para aportación del público y deliberaciones que serán sujetas a avisos públicos y promociones en un programa extenso de alcance para solicitar participación del público en el proceso de revisar la redistribución. El proceso de audiencias se iniciará con audiencias para recibir aportaciones del público antes de que la comisión vote y apruebe el plan preliminar de redistribución. En el 2013 habrá al menos dos audiencias públicas, antes del voto de la comisión sobre el plan preliminar, en cada uno de los cuatro p[P]recintos de Comisionados del Condado Travis, y en cada año terminando en el número uno de allí en adelante, habrá al menos una audiencia pública, antes de que la comisión vote en el plan preliminar de redistribución en cada uno de los 10 distritos concejales existentes entonces. Además, estas audiencias serán complementadas con otras actividades apropiadas para incrementar oportunidades para que el público observe y participe en el proceso de revisión.

Después de votar la comisión aprobando el plan preliminar, habrá al menos cuatro audiencias públicas dispersas geográficamente y al menos una audiencia en cada uno de los cuatro precintos de Comisionados del Condado Travis, y la audiencia será en fecha distinta. La comisión además exhibirá el plan preliminar aprobado para

comentarios escritos, todo diseñado para lograr el acceso público máximo y razonable. Comentarios públicos escritos se tomarán al menos por 14 días desde la fecha de la exhibición pública del plan preliminar aprobado. La comisión entonces votará sobre el plan final propuesto y luego efectuará dos subsiguientes audiencias públicas, una en el norte de Lady Bird Lake y una en el sur de Lady Bird Lake y por un mínimo de cinco días recibirá comentarios escritos del público. La comisión [Comisión] luego dará por terminado todas las audiencias y aprobará el plan final a no más tardar del 1 diciembre, 2013, y para el 1 de noviembre en cada año terminando en el número uno de allí en adelante.

- (8) Miembros de la comisión no recibirán compensación por su servicio. Miembros del panel y de la comisión son elegibles para recibir reembolsos de gastos personales que sean razonables y necesarios incurridos relacionados con los deberes desempeñados de acuerdo con esta ley.
- (9) El consejo [Consejo] de la ciudad [Ciudad] asignará suficientes fondos para el costo operativo de la comisión y el costo de cualquier programa de alcance para solicitar participación extensa del público en el proceso de redistribución.
- (10) La comisión permanecerá inactiva excepto cuando sea necesario cumplir con sus deberes bajo esta ordenanza y con la Carta [earta] de la Ciudad de Austin.

§ 4. – REVOCADA [TRANSICIÓN].

~~[(A) Esta sección posibilita la transición de siete (7) miembros del consejo electos de la ciudad entera a 11 miembros del consejo provisto en este artículo. Con excepción a las provisiones en esta sección, y después de la transición estatuida en esta sección, el alcalde y los concejales servirán en plazos de tres años.~~

~~[(B) Los tres concejales electos por la ciudad entera en mayo 2011 servirán un plazo de tres años. El alcalde y tres concejales electos por la ciudad entera en la elección general de mayo 2012 servirán en plazos de dos años.~~

~~(C) Una elección general se efectuará para el consejo en mayo 2014, en cual el alcalde y 10 concejales electos de distritos concejales serán electos.~~

~~(D) Tan pronto sea posible después de asumir el puesto subsiguiente a la elección general de mayo 2014, el/la Secretario/a de la Ciudad en una audiencia pública dividirá a los concejales electos de distritos concejales en dos clases por sorteo. La Clase Uno consistirá en cinco concejales quienes servirán plazos iniciales de dos años. La Clase Dos consistirá en cinco concejales quienes servirán en plazos de tres años.~~

~~(E) En la elección general de mayo, 2016, los cinco concejales de la Clase Uno electos por distritos serán electos a plazos de tres años.~~

~~(F) En la elección general de mayo 2017, el Alcalde y cinco concejales de la Clase Dos electos por distritos serán electos a plazos de tres años, y así se concluye el periodo de transición.~~

§ 5. LÍMITES DE PLAZO.

(A) Con excepción de las disposiciones en la subsección [Subsección] (C), una persona no podrá ser electa ni actuar en el puesto de alcalde [Alcalde] por más de dos plazos consecutivos, y alguna persona quien haya actuado en el puesto de alcalde [Alcalde] por más de dos años de un plazo al cual otra persona fue electo alcalde [Alcalde] no podría ser electo al puesto de alcalde [Alcalde] más de una vez en sucesión.

(B) Con excepción de las disposiciones en la subsección [Subsección] (C), una persona no podrá ser electa ni podrá servir en el Consejo de la Ciudad en un puesto que no sea el de alcalde [Alcalde] por más de dos plazos consecutivos, y una persona que haya servido en un puesto que no sea el de alcalde [Alcalde] por más de dos años de un plazo en cual otra persona fue electo al puesto no podrá ser electo a puesto que no sea el de alcalde [Alcalde] más de una vez en sucesión.

(C) Una persona sujeta a límites de plazo con respecto a algún puesto puede ser candidato al puesto y servir si es electo cuando la solicitud de la persona para ser candidato al puesto va acompañada por una petición solicitando que la persona sea autorizada para ser candidato y que la petición ha sido firmada al menos por el cinco por ciento de los votantes calificados del territorio del cual se elige el puesto.

§ 6. -VACANTES.

Cuando haya un puesto concejal vacante, el puesto vacante se llenará con una elección especial, y, cuando sea necesario con una elección secundaria, en la misma manera como se dispone en esta Carta para la elección regular del puesto de concejal. Dicha elección especial se llevará a cabo en la próxima fecha uniforme de elecciones provista por el estado que sea a después de haber ocurrido creado el vacante en la misma manera estatuida en esta Carta para la elección regular de miembros del consejo. Dicha elección especial se llevará a cabo en la próxima fecha uniforme de elecciones provista por el estado que sea a después de haber ocurrido creado el vacante, y la elección secundaria será llevada a cabo de acuerdo con la ley estatal después de la elección que precede; siempre y cuando si el vacante ocurre dentro del periodo de [noventa-(90)] días de una elección regular, no habrá elección especial para llevar el vacante, a no ser que hubiera más de un puesto vacante.

§ 10. – ALCALDE Y ALCALDE PRO TEM.

El concejal que sea electo al puesto y que actúe en el puesto designado "alcalde" será el alcalde de la Ciudad de Austin. En su primera reunión después de cada elección regular de concejales, el consejo, por elección, designará a uno de sus miembros al puesto de alcalde pro tempore, quien actuará en esa capacidad para [durante] servir al consejo. El/la alcalde presidirá en todas las reuniones del consejo y será reconocido/a como presidente municipal del gobierno de la ciudad para todo propósito de ceremonias, para el propósito de recibir citaciones de cualquier proceso civil, y para propósitos militares, aunque él o ella no tendrá deberes administrativos regulares. El/la alcalde como miembro del consejo, tendrá derecho de votar en todo asunto considerado por el consejo, pero no tendrá autoridad de vetar. El/a alcalde pro tempore actuara de alcalde durante la usencia o discapacidad del alcalde, y tendrá autoridad de desempeñar toda acción que el/la alcalde desempeñaría si estuviese presente.

§ 12. – REUNIONES DEL CONSEJO.

El consejo se reunirá en sesiones regulares en el Edificio Municipal al menos una vez por semana de acuerdo con lo provisto por ordenanza, a no ser que se ordena de otra manera por el consejo por razones que se documenten ~~[elaboren]~~ en los minutos. Reuniones especiales del consejo serán anunciadas oficialmente por el/la secretario/a de la ciudad después de haber recibido una solicitud escrita del/la alcalde/sa o de dos ~~(2)~~ miembros del consejo. Toda reunion será abierta al público con excepciones autorizadas por las leyes del Estado de Texas.

§ 14. – PROCEDMIENTO PARA ESTATUIR LEGISLACIÓN.

El consejo estatuirá legislación solamente por ordenanza, y la cláusula para estatuir cada ordenanza será, "ORDENESE POR EL CONSEJO DE LA CIUDAD DE AUSTIN." Antes de que cualquier ordenanza sea aprobada, el procurador de la ciudad aprobará dicha ordenanza por escrito o archivará con el/la secretario/a de la ciudad sus objeciones legales a lo dicho. Cada ordenanza estatuida por el consejo será firmada por el alcalde, el alcalde pro tempore, o por dos concejales, y será archivada con y registrada por el/la secretario/a de la ciudad antes de que dicha ordenanza tenga vigor. A no ser que la ley o que esta Carta dispongan lo contrario, ninguna ordenanza tendrá vigor hasta no haber pasado 10 días después de la fecha de su aprobación final, excepto en caso de alguna ordenanza pertinente a la preservación inmediata del orden público, su salud o su seguridad es aprobada como medida de emergencia con los votos a favor de al menos dos tercios de los concejales y contiene una declaración del tipo de emergencia.

§ 16. - CÓDIGO DE ORDENANZAS.

En el periodo de seis [(6)] meses después de la fecha de vigor de esta sección, el consejo hará que todas las ordenanzas generales de la ciudad sean compilada e impresa en formulario de código. Para propósitos de esta sección, las ordenanzas generales serán las que se consideran ser permanentes o de continuación, que impactan a los residentes de la ciudad en general. Cada ordenanza general estatuida después de la codificación original que se requiere en lo antecedente será estatuida como una enmienda al código. Después de la codificación original, el consejo tendrá la autoridad de ordenar que todas las ordenanzas generales sean recodificada e impresas cuando a su discreción sea deseable, y será obligatorio que el consejo ordene que todas las ordenanzas generales sean recodificadas e impresas nuevamente antes del final del plazo de 10 [diez (10)] años consecutivos después de la última previa codificación o recodificación. Al adoptarse por el consejo, los códigos de ordenanzas generales impresos y que son parte de esta sección estarán en pleno vigor y efecto sin la necesidad de que dichos códigos o cualquier parte de estos sean publicados en algún periódico.

ARTÍCULO III. - ELECCIONES.

§2.-FECHAS DE ELECCIÓN; PLAZOS DEL CONSEJO; ELECCIÓN POR MAYORÍA Y ELECCIONES SECUNDARIAS.

- (A) Las elecciones generales de la ciudad [Ciudad] se efectuarán en noviembre, que es fecha uniforme de elecciones autorizada por ley estatal en años pares. No obstante, cualquier otra provisión de esta Carta, el plazo regular del alcalde y de miembros del consejo es de cuatro años. Los plazos de concejal

serán escalonados para que una elección general se efectué cada dos años y que mitad o lo que más se aproxime a la mitad prácticamente del consejo se elija en cada elección.

~~[(A) El consejo proporcionará por ordenanza la transición de plazos de tres años a plazos de cuatro años y para escalonar los plazos de los miembros del consejo. La ordenanza podría posibilitar el sorteo para los plazos iniciales, o podría provisionalmente alargar o reducir los plazos de miembros del consejo individualmente para realizar la transición. Si el plazo de algún concejal se reduce por más de un año para los propósitos de la transición, ese plazo reducido no contará como un plazo para los fines del Artículo 11, Sección 5 de esta Carta. Cuando este párrafo haya cumplido su propósito, caduca y no será necesario reimprimirlo en versiones futuras de la Carta.~~

- (C) El plazo regular de un miembro del consejo principia en la fecha estatuida por ordenanza. Miembros del consejo podrán calificar para el puesto en dicha fecha o tan en cuanto sea factible. En caso de una elección especial para llenar un plazo aun sin vencer, la persona electa podría calificar y asumir el puesto tan pronto sea factible después del repaso de la elección.

§ 3. - REGULACIÓN DE ELECCIONES.

Todas las elecciones serán llevadas a cabo de acuerdo con las leyes del Estado de Texas con autoridad de regular la administración de elecciones municipales y de acuerdo con las ordenanzas aprobadas por el consejo pertinentes a la administración de elecciones. El [Siempre y cuando] consejo nombrará los jueces electorales y a otros oficiales electorales. Precintos de votación serán instituidos por ordenanza y de la misma manera podrán ser cambiados de vez en cuando.

§ 4. - ARCHIVO DE CANDIDATURAS POR CANDIDATOS.

Personas calificadas que desean ser candidatos para elegirse al consejo deberán archivar con el/la secretario/a de la ciudad, al menos 45[cuarenta y cinco (45)] días antes del día de la elección, una solicitud para que su nombre aparezca en la boleta. Dicha solicitud deberá incluir la cuota de archivar de \$500.00[quinientos dólares (\$500.00)]. [Si la petición cumple con los requisitos estatuidos] La cuota de archivar se podría rebajar \$1.00[un dólar (\$1.00)] por cada firma de cada votante registrado que firme la petición solicitando que el nombre del candidato sea inscrito en la boleta, si dicha petición cumple con los requisitos estatuidos. En caso de un puesto distrital, la petición será firmada por los votantes registrados que residen en

el distrito particular. Dicha solicitud claramente designará el número del puesto concejal a cuál el candidato desea ser electo, e incluirá una declaración firmada por el candidato constando que él o ella está plenamente calificado/a bajo las leyes de Texas y las provisiones de esta Carta para ocupar el puesto que el o ella desea.

§ 6. – REPASO DE RESULTADOS DE LA ELECCIÓN Y DECLARACIÓN DE RESULTADOS.

Los resultados de cada elección municipal serán entregados por los jueces electorales al/la secretario/a de la ciudad a no más tardar de 12~~doce~~ (12) horas después de cerrarse los sitios de votación. El consejo repasará los resultados y declarará los resultados oficiales de la elección de acuerdo con las leyes estatales. Los resultados de cada elección municipal serán inscritos en los minutos del consejo, con los totales de cada precinto para cada candidato.

§ 8. LÍMITES DE CONTRIBUCIONES Y GASTOS DE CAMPAÑA.

(A) Límites de Contribuciones a Candidatos.

- (1) Ningún candidato para acalde [~~Mayor~~] o concejal [~~concejal~~] de la ciudad [~~Ciudad~~] ni su comité de campaña aceptará contribuciones de campaña de ninguna persona, que sean más de \$300 de cada contribuyente en cada elección de cualquier persona, excepto contribuciones por el/la candidata/a mismo/a y por comités políticos de contribuyentes de cantidades pequeñas (*small-donor political committees*). La cantidad del límite de contribución será modificada cada año cuando se apruebe el presupuesto para ser aumentada o reducida de acuerdo con la más reciente publicación del gobierno federal del Indicador del Buró de Estadística Laboral, titulado Índice de Precios al Consumidor, CPI-W U.S. promedios de ciudades, indicador de promedios de las ciudades Estadounidenses (*Bureau of Labor Statistics Indicator, Consumer Price Index, CPI-W U.S. City Average*). El más reciente Índice de Precios al Consumidor del 13 de mayo, 2006 se usará como base de 100 y el ajuste después será a los más próximos \$50.00.
- (2) Cada candidato podrá autorizar, instituir, administrar, o controlar solamente un comité de campaña a la vez.

- (3) Ningún candidato ni su comité aceptará ninguna contribución total agregada de más de \$30,000 en cada elección, y \$20,000 en caso de elección secundaria, de fuentes que no sean personas naturales elegibles para votar en alguno de los códigos postales que estén completamente o en parte dentro de los límites de la ciudad de Austin. La cantidad del límite de contribución se modificará anualmente cuando el presupuesto se apruebe para aumentarlo o reducirlo de acuerdo con la más reciente publicación del gobierno federal del Indicador del Buró de Estadística Laboral, titulado Índice de Precios al Consumidor (CPI-W U.S. promedios de las ciudades), indicador de los promedios de las ciudades estadounidenses (*Bureau of Labor Statistics Indicator, Consumer Price Index, CPI-W U.S. City Average*). El más reciente Índice de Precios al Consumidor del 13 de mayo, 2006 se usará como la base de 100 y el ajuste después será a los más próximos \$1,000.00.

(B) Comites Politicos de Contribuyentes de Cantidades Pequeñas.

- (1) Comites Politicos de Contribuyentes de Cantidades Pequeñas es comite político que ha aceptado solamente \$25 de cada contribuyente durante el año de calendario, y cuenta con al menos 100 contribuidores durante ya sea el año calendario actual o el año calendario previo, y ha existido al menos por seis meses y nunca ha sido controlado por ningún candidato.
- (2) Dichos comités no deberán contribuir más de \$1000 a cada candidato en cada elección para el puesto de alcalde [~~alcalde~~] y concejal [~~Concejal~~] de la ciudad [Ciudad].

(F) Límites de Tiempo para Recaudación de Fondos por los Candidatos: Cuentas de Gastos del Puesto.

- (1) En esta sección los términos tienen el mismo significado que los del Título 15 del Código Electoral de Texas. El término "cuenta del oficial electo" ("officeholder account") significa una cuenta en cual los fondos que se describen en la subsección (F)(4) deberían mantenerse. Oficial Electo ("Officeholder") significa el alcalde o concejal.
- (2) Un oficial electo, un candidato para alcalde o concejal de la ciudad, o el comité de un oficial electo o del candidato no puede solicitar ni aceptar donaciones políticas excepto durante los últimos 180 días

anteriores a la elección para alcalde o para concejal o en cual un oficial electo está por ser revocado.

- (3) Con excepción a las disposiciones de la subsección (F)(6), a no más tardar del 90vo día después de una elección, o si el candidato es parte de una elección secundaria, a no más tardar del 90vo día después de la elección secundaria, el candidato u oficial electo debería distribuir la suma de los fondos de contribuciones políticas en exceso de cualquier gasto que quede de la elección:
 - (a) a los contribuyentes del candidato o del oficial electo en manera/base razonable
 - (b) una organización caritativa, o
 - (c) al Fondo de Campañas Equitativas de Austin.
- (4) Un candidato que no gane, que después de la elección, le queden gastos que pagar, o que tiene gastos de campaña sin rembolsar de sus fondos personales, que los hizo con la intención de lograr reembolsos de donaciones políticas, puede solicitar y aceptar contribuciones políticas después de la elección hasta que los gastos sin pagar se paguen, y que los gastos sin rembolsar se reembolsen.
- (5) Un oficial electo que después de la elección, le queden gastos que pagar, o que tiene gastos de campaña sin rembolsar de sus fondos personales, que los hizo con la intención de lograr reembolsos de donaciones políticas, puede solicitar y aceptar contribuciones políticas después de la elección hasta que los gastos sin pagar se paguen, y que los gastos sin rembolsar se reembolsen. El oficial electo puede también pagar sus gastos sin pagar y rembolsar los gastos sin rembolsar de donaciones políticas recibidas en una campaña subsiguiente.
- (6) Un oficial electo puede retener hasta \$20,000 de fondos recibidos de donaciones políticas para el propósito de gastos en el puesto de oficial electo.
- (7) Un oficial electo puede conservar fondos retenidos bajo la subsección (F)(6) en una cuenta separada de cualesquiera otros fondos incluyendo fondos personales del oficial electo y de otros fondos políticos del oficial electo. Los fondos retenidos en la cuenta de oficial electo pueden usarse solo para gastos del puesto del oficial electo. Los fondos

retenidos en la cuenta del oficial electo para gastos del puesto no se pueden usar para gastos de campaña. Los fondos retenidos en la cuenta del oficial electo para gastos del puesto no pueden exceder la cantidad de \$20,000.00 en ningún momento.

- (8) Cuando el oficial electo deje el puesto del consejo (~~Consejo~~), los fondos que resten en la cuenta del oficial electo para gastos del puesto deben pagarse al Fondo de Campañas Equitativas de Austin.
- (G) Aplicabilidad a concejales (~~Concejales~~). Un alcalde o concejal titular es sujeto a las reglas que aplican a candidatos para el puesto que él o ella tenga.
- (I) Ejecución. El consejo de la ciudad puede por medio de ordenanza adoptar penalidades y procedimientos de ejecutarlas en infracciones de este artículo [Artículo].

ARTÍCULO IV.-INICIATIVA, REFERÉNDUM, Y DESTITUCIÓN.

§ 2. – PODER DE UN REFERÉNDUM.

Las personas se reservan el poder de aprobar o rechazar en los sitios de votación cualquier legislación promulgada por el consejo que esté sujeta al proceso de iniciativa bajo esta Carta, excepto una ordenanza que se promulga para la preservación inmediata de la tranquilidad, la salud o la seguridad pública, que contiene una declaración de su urgencia, y que se aprueba con los votos favorables de ocho [~~cinco (5)~~] o más de los concejales. Antes de la fecha de vigencia de cualquier ordenanza que esté sujeta a un referéndum, una petición firmada por votantes calificados de la ciudad equivale en número a la cantidad de firmas requeridas por la ley estatal para iniciar una enmienda a esta Carta puede presentarse al secretario/a de la ciudad solicitando que tal ordenanza sea derogada o sometida a votación del pueblo. Cuando el secretario/a de la ciudad ha certificado que tal petición es suficiente, la ordenanza especificada en la petición no entrará en vigor, o se suspenderán las acciones ulteriores si hubiera entrado en vigor, hasta que sea aprobado por los votantes como se proporciona aquí.

§ 3.- FORMULACIÓN Y VALIDACIÓN DE UNA PETICIÓN.

Una petición bajo la sección [~~Sección~~] 1 o la sección [~~Sección~~] 2 de este artículo es el tema de este artículo que está sujeto a los requisitos prescritos por la ley estatal para una petición de iniciar una enmienda a este Estatuto, y deberá estar en la forma y validada en la forma prescrita por la ley estatal para una petición de iniciar una enmienda a este Estatuto.

§ 4. - CONSIDERACIÓN DEL CONSEJO Y PRESENTACIÓN A LOS VOTANTES.

Cuando el concilio recibe una petición de iniciativa autorizada y certificada por el secretario/a de la ciudad para ser suficiente, el concilio deberá:

- (a) Pasar la ordenanza iniciada sin enmiendas dentro de 10 [~~diez (10)~~] días después de la fecha de certificación del consejo; o
- (b) Ordenar una elección y entregar dicha ordenanza sin enmienda para referéndum de los votantes calificados de la ciudad en un elección regular o especial que se llevará a cabo en la próxima fecha de elección autorizada por la ley estatal después de la certificación del consejo.

Cuando el concilio recibe una petición de referéndum autorizada y certificada por el secretario/a de la ciudad para que sea suficiente, el concilio reconsiderará la ordenanza referida, y si sobre tal reconsideración dicha ordenanza no se deroga, se someterá a los votantes en una elección regular o especial que se celebrará en la próxima fecha de elección autorizada por la ley estatal después de la fecha de la certificación para el consejo. Las elecciones especiales sobre ordenanzas iniciadas o referidas no se realizarán con más frecuencia que una vez cada seis [~~(6)~~] meses, y ninguna ordenanza sobre el mismo tema, como una ordenanza iniciada que haya sido derrotada en ninguna elección, podrá ser iniciada por los votantes dentro de dos [~~(2)~~] años a partir de la fecha de dicha elección.

§ 5. - FORMULARIO DE BOLETA Y RESULTADOS DE LA ELECCIÓN.

La boleta utilizada para votar sobre una ordenanza iniciada o referida deberá indicar el título de la ordenanza y debajo de la leyenda se establecerán en líneas separadas las palabras "A Favor de la Ordenanza" y "Contra la Ordenanza".

Se puede votar cualquier cantidad de ordenanzas en la misma elección de acuerdo con las disposiciones de este artículo. Si la mayoría de los votos emitidos es a favor de una ordenanza presentada, será efectiva como una ordenanza de la ciudad. Una ordenanza adoptada así puede derogarse o enmendarse en cualquier momento después de la expiración de dos [(2)] años por voto favorable de al menos tres-cuartos del consejo. Una ordenanza referida que no sea aprobada por la mayoría de los votos emitidos se considerará revocada.

§ 6. – PODER DE DESTITUCIÓN.

La gente de la ciudad se reserva el poder de destituir a cualquier miembro del consejo y puede ejercer tal poder presentando una petición al secretario/a de la ciudad, firmada por votantes calificados del territorio del que es elegido el miembro del consejo, igual en número, a al menos 10 por ciento de los votantes calificados del territorio del cual es elegido el miembro del consejo, exigiendo la destitución de un miembro del consejo. La petición deberá estar firmada y verificada de la manera requerida para una petición de iniciativa, deberá contener una declaración general de los motivos por los cuales se solicita la destitución, y uno de los firmantes de cada documento de petición deberá hacer una declaración jurada de que las declaraciones que allí se hacen son ciertas.

§ 7. – ELECCIÓN DE DESTITUCIÓN.

Dentro de los 20 días posteriores a la presentación de una petición de revocación, el/la secretario/a de la ciudad deberá examinarla. Las disposiciones que regulan las solicitudes de examen, certificación y enmienda de iniciativa se aplicarán a las peticiones de retiro. Si la petición es certificada por el secretario/a de la ciudad como suficiente y el miembro del consejo cuya eliminación se solicita no renuncia dentro de los cinco días posteriores a la certificación al consejo, el consejo ordenará y llevará a cabo una elección de destitución en el territorio del cual el miembro del consejo se elige en la primera fecha de elección autorizada que permite el tiempo suficiente para cumplir con otros requisitos de la ley.

§ 8. – BOLETA DE DESTITUCIÓN.

Boletas usadas en las elecciones de revocación deberán estar en conformidad con los siguientes requisitos:

- (1) Con respecto a cada persona que se procura destituir, la pregunta que se deberá hacer es “¿Debería (nombre del concejal [Concejal]) ser destituido del puesto de concejal de la ciudad [Ciudad]?”
- (2) Inmediatamente debajo de cada pregunta, se imprimirán las dos [(2)] siguientes proposiciones, una arriba de la otra, en el orden indicado:

“A favor de la destitución de (nombre del concejal [Concejal]).”

“En contra de la destitución de (nombre del concejal [Concejal]).”

§ 9. – RESULTADOS DE LA ELECCIÓN DE DESTITUCIÓN.

Si la mayoría de los votos emitidos en una elección de destitución son contra la destitución del miembro del consejo mencionado en la boleta, él o ella continuarán en el puesto. Si la mayoría de los votos emitidos en dicha elección es a favor de la destitución del miembro del consejo mencionado en la boleta, el concilio declarará inmediatamente su puesto vacante, y dicha vacante será ocupada de acuerdo con las disposiciones de esta Carta para cubrir la vacante. Un miembro del consejo así destituido, no podrá ser candidato para sucederse en una elección convocada para cubrir la vacante así creada.

§ 10. – LIMITANTES DE LA DESTITUCIÓN.

No se presentará una petición de revocación contra un miembro del consejo dentro de los seis [(6)] meses posteriores a su toma de posesión, y ningún miembro del consejo estará sujeto a más de una elección de destitución durante un mandato.

ARTÍCULO V. – ORGANIZACIÓN ADMINISTRATIVA.

§ 1. – EL GERENTE/A DE LA CIUDAD.

El consejo nombrará a un gerente/a de la ciudad que será el principal funcionario administrativo y ejecutivo de la ciudad. Él o ella serán elegidos por el consejo únicamente sobre la base de su capacitación ejecutiva y administrativa, experiencia y capacidad, y no es necesario que, cuando sea designado, sea residente

de la ciudad de Austin; sin embargo, durante el ejercicio de su cargo, él o ella residirá dentro de la ciudad.

El gerente/a de la ciudad no debe ser nombrado por un período definido, pero puede ser destituido por voluntad y placer del consejo por el voto mayoritario de todos los miembros del consejo. Si se retira después de cumplir seis [(6)] meses, él o ella puede exigir cargos por escrito y el derecho a ser escuchado al respecto en una reunión pública del consejo antes de la fecha en que se llevará a cabo su destitución final. A la espera de dicha audiencia, el consejo puede suspenderlo de su cargo. La acción del concilio para suspender o remover al gerente/a de la ciudad será final, siendo la intención de esta Carta de conferir toda la autoridad y fijar toda responsabilidad por tal suspensión o destitución en el concilio. El gerente/a de la ciudad recibirá la compensación que el consejo pueda fijar.

Ningún miembro del concilio será elegido gerente/a de la ciudad durante el tiempo para el cual es elegido o por dos (2) años posteriores.

§ 4. – DIRECTORES DE DEPARTAMENTOS.

Al frente de cada departamento habrá un director que será designado, y que podrá ser removido, por el gerente/a de la ciudad. Dichos directores deberán tener supervisión y control sobre sus respectivos departamentos, y pueden servir como jefes de división dentro de sus respectivos departamentos. Dos [(2)] o más departamentos pueden ser dirigidos por la misma persona, y el administrador de la ciudad puede dirigir uno o más departamentos.

§ 5. – ORGANIZACIÓN DEPARTAMENTAL.

El trabajo de cada departamento se distribuirá entre las divisiones que se establezcan por ordenanza; previsto [~~Previsto~~], sin embargo, que no se hará ninguna división departamental hasta que el gerente/a de la ciudad haya sido escuchado y haya hecho sus recomendaciones al respecto. A la espera de la aprobación de las ordenanzas que establecen las divisiones departamentales, el gerente puede establecer divisiones temporales en cualquier departamento.

§ 6. – PROCURADOR DE LA CIUDAD.

Habrà un departamento de leyes, cuyo jefe será el procurador de la ciudad, que será nombrado por el gerente/a de la ciudad. El procurador de la ciudad debe ser un abogado competente que haya ejercido la abogacía en el Estado de Texas durante al menos cinco [(5)] años inmediatamente antes de su nombramiento. El procurador

de la ciudad será el asesor legal y el abogado de todos los funcionarios y departamentos de la ciudad, y él o ella representará a la ciudad en todos los litigios y procedimientos legales. Él o ella redactará, aprobará o presentará sus objeciones legales escritas a [5] cada ordenanza antes de que el consejo se pronuncie sobre ella, y él o ella deberá aprobar todos los documentos, contratos e instrumentos legales en los que la ciudad puede tener un interés.

Habrán abogados asistentes locales autorizados por el concilio, quienes estarán autorizados para actuar en nombre y representación del procurador de la ciudad.

ARTÍCULO VI. – CORTE MUNICIPAL.

§ 2. – JUEZ DE LA CORTE MUNICIPAL.

La corte municipal estará presidida por un magistrado que se conocerá como el juez de la corte municipal. Él o ella serán nombrados por el consejo por un período de cuatro años que comenzará el primero de enero de los años pares. Él o ella serán destituidos solo por causa o discapacidad como se define en la Constitución [del Estado] de Texas. Él o ella habrán sido admitido para ejercer la abogacía en el Estado de Texas por no menos de dos [(2)] años y deberá haber residido en la ciudad por un período de no menos de dos [(2)] años inmediatamente anteriores a su o su nombramiento.

En caso de que el juez de la corte municipal no pueda actuar por cualquier motivo, el consejo nombrará un abogado que posea las calificaciones requeridas anteriormente para que actúe en su lugar. El juez, o cualquiera que actúe en su lugar, recibirá la compensación que establezca el consejo.

El consejo tendrá la facultad de crear y establecer cortes municipales adicionales, y designar a más de un juez para cada corte municipal, ya sea uno o más, cada uno de los cuales será un magistrado y tendrá las calificaciones y cumplirá el mandato prescrito en el primer párrafo de esta sección.

Si un juez de una corte municipal anuncia una candidatura, o de hecho se convierte en candidato, en cualquier elección general, especial o primaria, para cualquier cargo público electivo, en un momento en que el período de mandato del magistrado exceda de un año, el anuncio del juez o candidatura es una renuncia automática del puesto de juez municipal.

§ 3. - SECRETARIO/A DE LA CORTE MUNICIPAL.

Habr  un empleado del corte municipal que ser  designado por, y que servir  a placer del consejo. El secretario/a tendr  la facultad de administrar juramentos y declaraciones juradas, emitir certificados, colocar el sello de la corte a los mismos y realizar todos los actos necesarios para emitir el proceso para [e] dicha corte y llevar a cabo las negociaciones de esta.

Habr  vicesecretarios de la corte municipal autorizados por el consejo, que tendr n autoridad para actuar en representaci n del secretario de la corte municipal y que ser n nombrados por el secretario/a de la corte municipal.

ART CULO VII. - FINANZAS

§ 2. - DIRECTOR DE FINANZAS — PODERES Y RESPONSABILIDADES.

El director de finanzas deber  administrar todas las actividades financieras de la ciudad, con la excepci n de la evaluaci n y recolecci n de impuestos.  l o ella tendr  la autoridad y la responsabilidad de:

- (1) Mantener un sistema de contabilidad general para el gobierno de la ciudad y ejercer el control financiero sobre todas las oficinas, departamentos y agencias de este;
- (2) Certificar la disponibilidad de fondos para todos los gastos propuestos. A menos que el Director de Finanzas certifique que hay un saldo no comprometido en la consignaci n y los fondos disponibles, no se gravar  ninguna consignaci n y no se har n gastos;
- (3) Presentar al consejo, a trav s de/la gerente de la ciudad, un resumen mensual de todos los recibos y desembolsos con suficiente detalle para mostrar la condici n financiera exacta de la ciudad;
- (4) Preparar, a partir del final del a o fiscal, un estado financiero e informe completo.

§ 3. - A O FISCAL. Gerente

El a o fiscal de la ciudad que comenz  el 1 de enero de 1953 finalizar  el 31 de diciembre de 1953. El siguiente a o fiscal comenzar  el 1 de enero de 1954 y terminar  el 30 de septiembre de 1954 y constituir  un per odo fiscal provisional. Despu s del 30 de septiembre de 1954, el a o fiscal de la ciudad comenzar  el primer d a de octubre y finalizar  el  ltimo d a de septiembre de cada a o calendario. El

año fiscal establecido por esta sección también constituirá el presupuesto y el año contable. Tal como se usa en el presente documento, el término "año presupuestario" significa el año fiscal para el cual se adopta cualquier presupuesto y en el que se administra. Todos los fondos recaudados por la ciudad durante cualquier año fiscal, incluidos los ingresos actuales y morosos, pertenecerán a dicho año fiscal y, a excepción de los fondos derivados para pagar intereses y crear un fondo de amortización del endeudamiento de la ciudad, se aplicarán a el pago de los gastos incurridos durante dicho año fiscal. Cualquier ingreso no recaudado al final de cualquier año fiscal se convertirá en recursos del próximo año fiscal siguiente.

§ 6. – PREPARACIÓN DEL PRESUPUESTO Y ADOPCIÓN.

Por lo menos 30 [~~treinta~~-(30)] días antes del principio de cada año presupuestario, el gerente/a de la ciudad deberá entregar al consejo un presupuesto tentativo en el formato requerido por esta Carta. En la junta del consejo en cual se entregará el presupuesto, el consejo deberá ordenar una audiencia pública sobre el presupuesto y deberá causar que se publique, por lo menos 10 [~~diez~~-(10)] días antes de la fecha de tal audiencia, tiempo y lugar de este. En ese momento y lugar que publicó el consejo se deberá mantener una audiencia pública sobre el presupuesto que se entregó, en el cual todas las personas interesadas deberán tener la oportunidad de ser escuchadas. El presupuesto se deberá adoptar finalmente en a más tardar el día veintisiete del último mes del año fiscal. Una vez que se adopte el presupuesto por el año fiscal, y copias de este se deberán presentar con el secretario/a de la ciudad, el secretario/a [~~Secretario/a~~] del condado [~~Condado~~] de Travis, y el contralor de cuentas públicas del estado. El presupuesto final deberá de ser reproducido con suficientes copias disponibles para el uso de todas las oficinas, departamentos y agencias de la ciudad, y para el uso de las personas interesadas.

§ 7. – PROGRAMAS DE TRABAJO Y ASIGNACIONES.

Al principio de cada año fiscal, el jefe de cada departamento o agencia del gobierno de la ciudad, bajo la dirección del gerente de la ciudad, debe presentar al departamento de finanzas un programa de trabajo para el año. Dicho programa de trabajo incluirá todas las asignaciones para operación, mantenimiento y desembolsos de capital e indicará las asignaciones solicitadas de dichas asignaciones por mes para todo el año fiscal. El gerente de la ciudad revisará las adjudicaciones solicitadas y, después de la modificación o revisión que considere necesarias, autorizará tales gastos. A partir de entonces, el departamento de finanzas autorizará todos los gastos para los departamentos y agencias a partir de las asignaciones sobre la base de las adjudicaciones aprobadas y no de otro modo. Las asignaciones aprobadas pueden ser revisadas durante el año fiscal por el gerente de la ciudad, o previa solicitud del

jefe de cualquier departamento o agencia y la aprobación del gerente de la ciudad, pero en ningún caso el total de asignaciones departamentales o de agencias excederá la asignación disponible para tales departamentos o agencias para el año fiscal. Si, en cualquier momento durante el año fiscal, el gerente de la ciudad debe determinar que los ingresos disponibles serán menores que las asignaciones totales para el año, deberá reconsiderar el programa de trabajo y las adjudicaciones de los departamentos y agencias y revisarlos para evitar la realización de gastos superiores a los ingresos disponibles.

§ 12. – BONOS DE INGRESOS PARA CONSERVACIÓN.

Para conservar los recursos de producción de energía, los recursos hidráulicos y las instalaciones de tratamiento de aguas residuales de la ciudad y, por lo tanto, para ahorrar dinero de la ciudad, la ciudad tendrá poder para pedir dinero prestado con el fin de proporcionar instalaciones de conservación, instalaciones incluidas para ser propiedad u operados por personas que no sean parte de la ciudad, y emitir bonos de ingresos, pagarés u otras obligaciones como evidencia de dicho préstamo. Dichos bonos serán un cargo y serán pagaderos únicamente por los servicios públicos a los que se hace referencia en el primer párrafo de [esta] la Sección 11 y los ingresos de los mismos, y nunca serán una deuda de la ciudad. Todos los bonos u obligaciones de ingresos se emitirán de acuerdo con las leyes aplicables del Estado de Texas. El consejo tendrá la autoridad para estipular los términos y la forma de cualquier acuerdo de compra, contrato, hipoteca, bono o documento deseado o necesario para la emisión de bonos de ingresos y la provisión de tales instalaciones de conservación de recursos.

§ 15. – PROCEDIMIENTO DE COMPRAS.

Todas las compras y contratos realizados por la ciudad se realizarán en virtud de una solicitud escrita del jefe de la oficina, departamento o agencia cuya asignación se cobrará, y ningún contrato u orden será vinculante para la ciudad a menos y hasta que el director de finanzas certifique de que existe en el crédito de dicha oficina, departamento o agencia un saldo de apropiación no comprometido lo suficiente para pagar los suministros, materiales, equipos o servicios contractuales para los cuales se emitirá el contrato o la orden. Antes de que la ciudad haga cualquier compra o contrato de suministros, materiales, equipos o servicios contractuales, se dará la oportunidad para la competencia, a menos que esté exento por el estatuto del estado. El gerente de la ciudad tendrá la autoridad de contratar los gastos sin la aprobación adicional del consejo para un gasto que no exceda los cuarenta y tres mil dólares anuales. Un contrato o una enmienda a un contrato, que implica un gasto de más de cuarenta y tres mil dólares anuales, debe contar con la

aprobación expresa del consejo. Todos los contratos o compras que involucren más de \$5,000.00 [~~cinco mil dólares (\$ 5,000.00)~~] se otorgarán al presupuesto que se considere más ventajoso para la ciudad después de que haya habido una oportunidad para una licitación competitiva; siempre que, sin embargo, el consejo tenga el derecho de rechazar todas y cada una de las ofertas. Los contratos para servicios personales o profesionales no podrán ser objeto de ofertas competitivas y cada uno de dichos contratos, o una enmienda a un contrato, que implique más de cuarenta y tres mil dólares anuales, deberán ser aprobados por el consejo. El gerente de la ciudad no puede contratar servicios personales o profesionales bajo la autoridad del gerente si el gerente sabe o razonablemente debería saber que el alcance completo del trabajo del contratista excederá el límite de la autoridad del gerente. El monto de la limitación anual de cuarenta y tres mil dólares se modificará cada año cuando el presupuesto se aprueba para aumentar o reducir dichos límites de acuerdo con la más reciente publicación del gobierno federal del Indicador del Buró de Estadística Laborales, Índice de Precios al Consumidor, Promedio de las Ciudades Estadounidenses (CPI-W U.S., Promedio de Ciudades). El índice de precios al consumidor publicado más recientemente es del 4 de mayo del 2002 y este se utilizará como una base de 100 y el ajuste a partir de entonces será de aproximadamente \$ 1,000.00 [~~mil dólares (\$ 1,000.00)~~].

ARTÍCULO IX. - PERSONAL.

§ 1. - SERVICIO CÍVIL CLASIFICADO.

(B) Por la presente se establece un servicio civil clasificado en el que todos los empleos y ascensos se realizarán sobre la base del mérito y la idoneidad. El servicio civil incluirá todas las oficinas designadas y los empleos en el servicio administrativo y en otras agencias y oficinas de la ciudad [~~Ciudad~~], excepto lo siguiente:

- (1) miembros del consejo y su personal directo;
- (2) personas que son nombradas o elegidas por el consejo municipal conforme a esta Carta;
- (3) el gerente de la ciudad y los gerentes de la ciudad asistentes;
- (4) directores de departamento y directores de departamento auxiliares;
- (5) el procurador de la ciudad y todos los abogados asistentes de la ciudad;
- (6) empleados temporales y estacionales; y

(7) empleados cubiertos por un estatuto del servicio civil del estado.

§ 2. - COMISIÓN MUNICIPAL DE SERVICIO CIVIL.

(C) Cada comisionado debe ser un votante calificado de la ciudad [Ciudad] que, durante el período del comisionado, no sea titular o se convierta en candidato para ningún otro puesto público de la ciudad [Ciudad] o del Estado de Texas.

(G) La comisión deberá:

- (1) escuchar apelaciones y tomar decisiones finales y vinculantes en el caso de cualquier empleado del servicio civil municipal o persona designada que sea dado de baja, suspendido, degradado, denegado un ascenso o sometido a un período de prueba disciplinaria;
- (2) recomendar la adopción de las reglas del servicio civil y realizar servicios de acuerdo con las reglas del servicio civil según lo dispuesto en esta sección;
- (3) llevar a cabo cualquier investigación que considere conveniente o que deba realizar el ayuntamiento o el gerente de la ciudad con respecto a la administración del servicio civil municipal, e informar sus conclusiones y recomendaciones al consejo [Consejo] de la ciudad [Ciudad];
- (4) realizar otras tareas relacionadas con el servicio civil municipal, que no sean incompatibles con este artículo, que el consejo [Consejo] de la ciudad [Ciudad] pueda requerir;
- (5) emitir citaciones y citaciones duces Tecún a los testigos, ya sea a petición de las partes interesadas o de oficio, cuando sea razonablemente necesario para obtener pruebas pertinentes en una audiencia o investigación; y
- (6) administrar juramentos a los testigos que aparecen en una audiencia o investigación.

§5. - SISTEMA DE JUBILACIÓN DE LOS EMPLEADOS.

Habrà un sistema de retiro para los empleados de la ciudad que se conocerà como el sistema de jubilación de los empleados de la Ciudad de Austin. Después de los primeros seis [(6)] meses de empleo, todos los empleados municipales, excepto el alcalde, miembros del consejo, miembros de juntas y comisiones, empleados del

departamento de bomberos y empleados de medio tiempo o temporales, se convertirán en miembros de tal sistema. Dicho sistema se regirá por un consejo de administración compuesto por dichos miembros y seleccionado de tal manera que pueda ser provisto por la ordenanza del consejo, siempre que los empleados clasificados tengan representación en el consejo. Dicho sistema será financiado por un fondo de retiro creado por contribuciones de los miembros y de la ciudad, y las contribuciones de la ciudad siempre serán iguales o mayores a las contribuciones de los miembros. Los beneficios pagaderos a cualquier miembro al momento de la jubilación se basarán en el monto de las contribuciones hechas en nombre de dicho miembro, y se determinarán sobre una base actuarial. Tras la separación de cualquier miembro del servicio de la ciudad antes de la jubilación, dicho miembro tendrá derecho a recibir únicamente el importe de sus contribuciones al fondo y los intereses al respecto.

El establecimiento del sistema de jubilación de los empleados no impedirá que el consejo fusione dicho sistema con, o adopte, cualquier sistema de jubilación voluntario a nivel estatal o nacional cuando los beneficios generales de dicha fusión o cambio sean al menos iguales a los del sistema de jubilación de los empleados. El concilio tampoco estará impedido de consolidar cualquier sistema de retiro mantenido por los empleados del departamento de bomberos con el sistema de jubilación de los empleados de la Ciudad de Austin en términos aceptables para ambos sistemas.

§6. – NOMBRAMIENTOS DEL CONSEJO.

(A) Sin perjudicar cualquier otra disposición de esta Carta:

- (1) cada miembro del consejo [~~Consejo~~] de la ciudad [~~Ciudad~~] puede contratar asistentes y otro personal de oficina como sea necesario para llevar a cabo las responsabilidades del consejo de la ciudad y como sea autorizado por ordenanzas;
- (2) cada empleado asalariado de la ciudad que esta Carta provee para nombrar por el consejo [~~Consejo~~] de la ciudad [~~Ciudad~~] deberá contratar y supervisor el personal de cada nombrado como le sea autorizado por la ordenanza;
- (3) el consejo [~~Consejo~~] de la ciudad [~~Ciudad~~] puede por medio de una ordenanza proveer para la adopción de políticas de personal para los empleados sujetos a esta sección.

- (B) Si un funcionario o empleado designado por el consejo de la ciudad en virtud de esta Carta, que no sea un juez de una corte municipal, anuncia su candidatura, o de hecho se convierte en candidato, en cualquier elección general, especial o primaria, para cualquier cargo público electivo, el anuncio o la candidatura del oficial o empleado es una renuncia automática de la oficina o empleo.

ARTÍCULO X. -PLANEACIÓN.

§ 4. - COMISIÓN DE PLANEACIÓN — PODERES Y RESPONSABILIDADES.

La comisión de planeación deberá:

- (1) Revisar y hacer recomendaciones al consejo con respecto a la implementación de un plan comprensivo (como lo define la sección [Sección] 5 de este artículo) o elemento o porción del mismo preparado bajo autorización del consejo de la ciudad y bajo la dirección del administrador de la ciudad y el personal responsable de planificación de la ciudad;
- (2) Después de que un plan integral o elemento o parte de este se haya adoptado de conformidad con este artículo:
 - (a) Revisar y hacer recomendaciones al consejo sobre todas las enmiendas al plan integral o elementos o parte de este;
 - (b) Revisar y hacer recomendaciones al consejo sobre todas las propuestas para adoptar o enmendar las regulaciones de desarrollo de tierras con el fin de establecer la relación de dicha propuesta y su coherencia con el plan o elemento integral adoptado o parte de este. Para propósitos de este artículo y subsección, "regulaciones de desarrollo de tierras" incluyen zonificación, subdivisión, construcción y construcción, medio ambiente y otras regulaciones de poder policial que controlan, regulan o afectan el uso o desarrollo de la tierra;
- (3) De conformidad con las ordenanzas adoptadas por el concilio, ejerza control sobre la planeación y subdivisión de tierras dentro de los límites corporativos y la jurisdicción extraterritorial de la ciudad para asegurar la consistencia de tales áreas o subdivisiones con el plan integral adoptado o elemento o parte del mismo;

- (4) Presentar anualmente al gerente de la ciudad, no menos de 90 [~~noventa~~ (90)] días antes del principio del año presupuestal, una lista de mejoras capitales recomendadas, que en la opinión de la comisión son necesarias o deseadas para implementar un plan comprensivo adoptado o un elemento o porción de este durante un periodo de cinco años subsecuentes;
- (5) Monitorear y supervisor la efectividad y el estatus del plan comprensivo y recomendar anualmente al consejo cualquier cambio o enmiendas al plan comprensivo como sea deseado o requerido;
- (6) Preparar una evaluación periódica y un reporte de evaluación sobre el plan comprensivo, que se presentará al consejo por lo menos una vez cada cinco [(5)] años después de la adopción del plan comprensivo o el elemento o la porción de este;
- (7) Requerir que el/la gerente de la ciudad provee información con respecto a su trabajo;

La comisión será responsable de y actuar como un órgano asesor del consejo y deberá desempeñar tales deberes adicionales y ejercer los poderes adicionales que prescriba la ordenanza del consejo que no sean incompatibles con las disposiciones de esta Carta.

§ 5. - EL PLAN INTEGRAL.

El consejo adoptará por ordenanza un plan integral, que constituirá el plan maestro y general. El plan integral deberá contener las políticas del consejo para el crecimiento, desarrollo y embellecimiento de la tierra dentro de los límites corporativos y la jurisdicción extraterritorial de la ciudad, o para las partes geográficas de los mismos, incluidos los planes de vecindario, comunidad o área. El plan integral deberá incluir los siguientes elementos: (1) un elemento futuro de uso de la tierra; (2) un elemento de circulación de tránsito y tránsito masivo; (3) un elemento de aguas residuales, desechos sólidos, drenaje y agua potable; (4) un elemento de conservación y recursos ambientales; (5) un elemento de recreación y espacio abierto; (6) un elemento de viviendas/alojamiento; (7) un elemento de servicios públicos e instalaciones, que incluirá pero no estará limitado a un programa de mejora de capital; (8) un elemento de edificios públicos e instalaciones relacionadas; (9) un elemento económico para el desarrollo y la reurbanización comercial e industrial; y (10) un elemento de salud y servicios humanos.

El consejo también puede adoptar por ordenanza otros elementos que sean necesarios o deseables para establecer e implementar políticas de crecimiento, desarrollo y embellecimiento dentro de la ciudad, su jurisdicción extraterritorial o partes geográficas de los mismos, incluidos los planes de vecindario, comunidad o área. El consejo deberá proveer para el financiamiento de todos los elementos contenidos en el plan integral de acuerdo con la ley.

Los diversos elementos del plan integral deberán estar coordinados y ser internamente consistentes. Cada elemento deberá incluir recomendaciones de políticas para su implementación y se implementará, en parte, mediante la adopción y el cumplimiento de las regulaciones de desarrollo de tierras apropiadas.

La comisión de planificación remitirá el plan o elemento integral propuesto o parte de este al gerente de la ciudad, quien a continuación presentará dicho plan, o elemento o parte del mismo, al consejo con recomendaciones al respecto.

El consejo puede adoptar, o adoptar con cambios o enmiendas, el plan o elemento integral propuesto o parte de este, después de al menos una audiencia pública. El consejo actuará sobre dicho plan, elemento o porción de este, dentro de los 60 [sesenta (~~60~~)] días siguientes a su presentación por el gerente de la ciudad. Si dicho plan o elemento o parte de este no es adoptado por el consejo, este deberá, con la orientación de la política, devolver dicho plan o elemento a la comisión de planificación, que puede modificar dicho plan o elemento o parte del mismo, y volver a enviarlo al gerente de la ciudad para presentarlo de la misma manera al consejo. Además, todas las enmiendas al plan integral o elemento o porción de las mismas recomendadas por la comisión de planificación serán enviadas al gerente de la ciudad y estarán sujetas a revisión y adopción de la misma manera que para la adopción original del plan integral como se establece anteriormente.

§ 6. – EFECTO LEGAL DEL PLAN INTEGRAL.

Tras la adopción de un plan o elemento integral o porción de este por parte del consejo de la ciudad, todas las regulaciones de desarrollo de terrenos incluyendo zonificación y mapas, regulaciones de subdivisiones, planes de carreteras, todas las mejoras públicas, instalaciones públicas, proyectos de servicios públicos y todas las acciones regulatorias de la ciudad relacionadas con la aprobación de uso de tierra, subdivisión y desarrollo debe ser consistente con el plan integral, elemento o porción de este tal como fue adoptado. Para fines de claridad, consistencia y facilitación de la planificación integral y el proceso de desarrollo de la tierra, los diversos tipos de regulaciones o leyes locales sobre el desarrollo de la tierra se

pueden combinar en su totalidad en una única ordenanza conocida como el Código de Desarrollo de Terrenos de la Ciudad de Austin.

§ 7. - EFECTO LEGAL DEL PLAN INTEGRAL PREVIO.

Cualquier plan integral o elemento o porción de este, adoptado de conformidad con la autoridad del Artículo X de esta Carta u otra ley, pero antes de la fecha de vigencia de esta enmienda, continuará teniendo la fuerza y el efecto que tenía en la fecha de su adopción y hasta que se tomen las medidas apropiadas para adoptar un nuevo plan integral o elemento o parte de este, según lo requiera y autorice esta enmienda.

ARTÍCULO XI. - FRANQUICIAS Y SERVICIOS PÚBLICOS.

§ 1. - INALIENABILIDAD DE LA PROPIEDAD PÚBLICA.

El derecho de control y uso de las calles públicas, autopistas, aceras, callejones, parques, plazas públicas y lugares públicos de la ciudad queda declarado inalienable por la ciudad, excepto por ordenanzas que no entren en conflicto con las disposiciones de esta Carta. Ninguna acción u omisión por parte del concilio o cualquier oficial o agente de la ciudad se interpretará para otorgar, renovar, extender o enmendar por estoppel o indirección cualquier derecho, franquicia o servidumbre que afecte dichas calles públicas, carreteras, aceras, callejones, parques, plazas públicas, lugares públicos y otros bienes inmuebles.

§ 2. - PODER PARA CONCEDER FRANQUICIAS.

El concilio tendrá el poder por ordenanza para otorgar, renovar y extender todas las franquicias de todos los proveedores de servicios que colocan instalaciones o equipos en, sobre o sobre los derechos de vía de la ciudad [~~Ciudad~~] y de todos los servicios públicos de cada carácter que operan dentro la ciudad, y, con el consentimiento del titular de la franquicia, para enmendar la misma; previsto [~~Previsto~~], sin embargo, que ninguna franquicia se otorgará por un período de más de 25 [~~veinticinco (25)~~] años, y que no se otorgará, renovará, prorrogará ni enmendará ninguna franquicia, excepto bajo la condición de que la ciudad tiene el derecho en cualquier momento dentro de los cinco [~~(5)~~] años de la expiración del plazo de la misma para comprar la propiedad del titular de la franquicia a un precio que se determinará de acuerdo con el método acordado en la ordenanza que otorga, renueva, extiende, o modifica la franquicia.

§ 3. - ORDENANZA DE OTORGAMIENTO DE FRANQUICIAS.

Toda ordenanza que otorgue renueve, extienda o enmiende una franquicia se leerá en tres [(3)] reuniones ordinarias del concilio, y no se tomará una decisión final hasta 30 [~~treinta~~ (30)] días después de la primera lectura de la ordenanza. Dentro de los cinco [(5)] días siguientes a cada una de las tres [(3)] lecturas de la ordenanza, el texto completo del mismo se publicará una vez en algún periódico de circulación general en la ciudad, y el costo de dicha publicación será a cargo del potencial titular de la franquicia. Dicha ordenanza no entrará en vigor hasta la expiración de 60 [~~sesenta~~ (60)] días posteriores a la fecha de su adopción definitiva por parte del consejo, y cada ordenanza estará sujeta al procedimiento de referéndum previsto por la ley estatal.

§ 6. - REGLAMENTO DE TARIFAS.

El concilio tendrá pleno poder después de la notificación y audiencia para regular por ordenanza las tarifas, los cargos y las tarifas de cada franquicia que opere en la ciudad en la máxima medida permitida por la ley estatal y federal; sin embargo, a condición [~~A condición~~] de que tal ordenanza no será aprobada como una medida de emergencia. Cualquier franquiciador que solicite un aumento en sus tarifas, cargos o tarifas deberá tener, en la audiencia en dicha solicitud, la carga de establecer mediante pruebas claras y convincentes del valor de sus inversiones y el monto y el carácter de sus gastos e ingresos. Ningún franquiciador deberá emprender ninguna acción legal para impugnar cualquier tarifa, cargo o tarifa fijada por el concilio hasta que tal franquicia haya presentado una moción para volver a auditar con el concilio especificando cada motivo de su queja contra la tasa, cargo o tarifa fijada por el concilio, y hasta que el concilio haya actuado en base a tal moción.

ARTÍCULO XII. - PROVISIONES GENERALES.

§ 2. - FUNCIONARIOS, ETC. — ACCIONES IMPROPIAS.

Cualquier funcionario o empleado de la ciudad que con solicitudes o de alguna otra manera influye directa o indirectamente en cualquier otro funcionario o empleado de la ciudad para favorecer a alguna persona o candidato en particular para algún puesto de la ciudad será culpable de una fechoría y al ser convicto de lo mismo pierde su puesto o empleo y puede ser castigado/a con una multa que no exceda \$200.00 [~~doscientos dólares~~]. Funcionarios y empleados no serán permitidos participar activamente en ninguna campaña política de alguna otra persona que sea candidato para una elección política de la ciudad cuando traigan puesto su uniforme o si estén en servicio. El término "participar activamente".

significa dar discursos políticos, distribuir tarjetas u otra literatura política, escribir cartas, firmar peticiones, solicitar votos activamente y en público, hacer comentarios derogatorios en público tocantes candidatos en dichos puestos electos. Se prohíbe que funcionarios de la ciudad y empleados hagan contribuciones o que usen recursos, equipo o dinero de la ciudad para campañas políticas.

Funcionarios y empleados sujetos a las provisiones de este acto no están obligados a contribuir a ningún fondo político ni de rendir ningún servicio político a ninguna persona o partido sin excepción; y ninguna persona será removida, rebajada en clasificación o en salario ni de ninguna manera será perjudicada si niega hacerlo; y cualquier oficial que trate de hacer lo dicho será culpable de violar las provisiones de esta sección.

§ 3. – AVISO DE RECLAMOS.

Antes de que la ciudad de Austin se considere responsable por daños por la muerte o por daños físicos personales de alguna persona o por danos a o destrucción de propiedad de cualquier tipo que no sean expropiación o danos a propiedades bajo el Artículo I, Sección 17, de la Constitución de Texas, la persona que haya sufrido daños fisios, si aún vive, o sus representantes, es que haya muerto, o el/la propietario/a de la propiedad dañada o destruida, dará al consejo de la ciudad o al gerente de la ciudad aviso escrito de dicha muerte, daños físicos, daño o destrucción, debidamente verificados por constancia, dentro de 45~~[cuarenta y cinco (45)]~~ días después de haber sucedido lo antedicho, específicamente detallando en el aviso escrito, cuando, en donde, y como ocurrió la muerte, daños físico, daños o destrucción, y la extensión aparente de tales daños físicos, la cantidad de los danos sufridos, y la residencia específica de la persona que reclama indicando la calle y numero a la fecha de presentarse el reclamo, la residencia específica de dicho reclamante por seis ~~[(6)]~~ meses inmediatamente anteriores la ocurrencia de dicha muerte, daños físicos, daños o destrucción, y los nombres y direcciones de todos los testigos de confianza que podrían declarar tocante el reclama por daños; y falta de avisar al consejo o al gerente de la ciudad dentro de periodo de tiempo y en la manera detallada aquí entonces absuelven, excusan, y liberan a la ciudad de cualquier responsabilidad. Ninguna acción de cualquier funcionario o empleado de la ciudad libera del cumplimiento o anula el cumplimiento que la ciudad impone tocante las provisiones de esta sección pertinentes al aviso debido, pero dichas provisiones se pueden renunciar por resolución del consejo, hecha y aprobada antes de vencerse el periodo de 45-días ~~[cuarenta y cinco días]~~ indicado aquí, y con pruebas en los minutos del consejo.

§ 6. – CESIÓN, EJECUCIÓN Y EMBARGO.

La propiedad, bienes y personal que pertenece a la ciudad [Ciudad] no se podrá vender ni expropiar bajo ningún escrito de ejecución. Los fondos que pertenecen a la ciudad [Ciudad], administrados por cualquier persona, firma, corporación, no serán sujetos a embargo, incautación, o secuestro; ni sería la ciudad [Ciudad] sujeta a embargos por cualquier deuda que deba o por fondos o propiedad que tenga en su posesión o que deba a alguna persona. Ni la ciudad [Ciudad] ni cualquiera de sus funcionarios o agentes tendrá obligación de responder a algún escrito de embargo ni a ninguna cuenta a no ser que específicamente sea exenta por estatuto. La ciudad [Ciudad] no será obligada a conceder ninguna cesión de salarios o de fondos por sus empleados, agentes o contratistas.

§ 12. – GOBIERNO MUNICIPAL INTERINO.

Desde y después de la fecha de adopción de cualquier enmienda a esta Carta y hasta completarse la primera elección de la ciudad bajo la misma y de la calificación del/la alcaldesa y de los miembros del consejo que bajo la misma sean electos, el/la alcalde y los miembros del consejo que estén en el puesto continuaran en el puesto y emplearan todos los poderes conferidos en la ciudad bajo dicha enmienda.

PARTE 8. . Una elección municipal especial se celebrará en la ciudad el 6 de noviembre, 2018 para someter a los votantes de la ciudad una ordenanza iniciada y propuesta por los ciudadanos tocante si deberá haber ambos un periodo de espera y la aprobación subsiguiente antes de implementarse cualquier revisión comprensiva de las leyes de desarrollo de terrenos. La boleta se ha de preparar para permitir el voto de "Sí" o "No" tocante la proposición:

Proposición J: ¿Será adoptada una ordenanza de la ciudad que requiera ambos un periodo de espera y subsiguiente periodo de aprobación por los votantes, un total de hasta tres años, antes de que cualquiera revisión comprensiva del código de la Ciudad tocante el desarrollo de terrenos sea efectiva?

PARTE 9. Una elección municipal especial será llevada a cabo en la ciudad el 6 de noviembre, 2018, para someter a los votantes de la ciudad una ordenanza iniciada y propuesta por los ciudadanos y propuesta tocante un estudio de eficiencia del rendimiento operativo y fiscal que sea llevado a cabo por un auditor independiente de tercera parte. La boleta se ha de preparar para permitir el voto de "Sí" o "No" tocante la proposición:

Proposición K: Sin usar los servicios del Auditor de la Ciudad interno actual o el auditor independiente externo actual, deberá el Código de la Ciudad ser enmendado para requerir un estudio de eficiencia del rendimiento operativo y fiscal de la ciudad que sea llevado a cabo por un auditor consultor de tercera parte, con un costo estimado de \$1 millón-\$5 millones?

PART 10. Si la proposición provista en la Parte 8 es aprobada por la mayoría de los votantes que voten en la elección, el Código de la Ciudad será enmendado en la siguiente manera:

ARTÍCULO __. _____.

§ _____ PERIODO DE ESPERA REQUERIDO Y REFERÉNDUM DE VOTANTES PARA REVISIONES COMPRENSIVAS DE LAS LEYES DE LA CIUDAD SOBRE EL DESARROLLO DE TERRENOS

- (A) Periodo de Espera. CodeNEXT, o revisiones comprensivas de las leyes de Desarrollo de terrenos, no deberán tender vigor legal, ni se concederán ni se otorgarán ningún derecho sobre los terrenos bajo estas leyes, hasta el 1 de junio después de la próxima elección concejal después de que el consejo haya adoptado el CodeNEXT o las revisiones comprensivas. Este periodo de espera es para asegurar que los votantes puedan informarse tocante las revisiones comprensivas propuestas y elegir a miembros del consejo con tiempo suficiente para enmendar o rechazar las revisiones comprensivas del previo consejo antes que dichas leyes tengan vigor.
- (B) Aprobación de los Votantes. Después del periodo de espera en la Subsección (A), CodeNEXT, o subsiguientes revisiones comprensivas de las leyes de desarrollo de terrenos, no deberán tener vigor, ni tampoco cualquier concesión u otorgación de derechos de terrenos sean llevadas a cabo bajo estas leyes, antes de que los votantes registrados de Austin aprueben estas leyes en la próxima elección municipal provista. Los votantes deberán aprobar o no aprobar CodeNEXT, o revisiones subsiguientes comprensivas, en tu totalidad, y no en partes. Si los votantes no aprueban las revisiones comprensivas, entonces las leyes existentes del desarrollo de terrenos permanecen en vigor. No obstante, alguna otra provisión, de ninguna manera, si los votantes rechazan CodeNEXT o las revisiones comprensivas

propuestas bajo esta Sección, debería esto ser considerado o interpretado como la revocación del código de terrenos existente.

- (C) Esta sección anula toda provisión, ordenanza, y ley de la Carta de la Ciudad y deberá interpretarse extensamente para defender los derechos soberanos de los ciudadanos de Austin para controlar su gobierno y leyes.
- (D) Clausula de Divisibilidad. Si cualquier provisión de esta ordenanza o de su aplicación a cualquier persona o circunstancias es declarada invalida, la invalidez no afecta otras provisiones o aplicaciones de esta Ley que se pueden ejecutar sin la provisión o aplicación invalida, y con este fin las provisiones de esta ley se consideran divisibles.

PARTE 11. Si la proposición provista en la Parte 9 es aprobada por la mayoría de los votantes que voten en la elección, el Capítulo 2-3 (Auditor de la Ciudad) del Código de la Ciudad será enmendado para agregar una nueva Sección 2-3-12, para decir lo siguiente:

§ 2-3-12 ESTUDIO DE EFICIENCIA.

MISIÓN

- (A) El Estudio de Eficiencia de la Ciudad proveerá un repaso imparcial objetivo del rendimiento operativo y fiscal de la ciudad, incluyendo el Desarrollo de un Plan de Eficiencia Gubernamental que incluye un análisis comprensivo del presupuesto y recomendaciones de eficiencia y perfeccionamiento, y una lista precisa de oportunidades para economías en operaciones.

CUALIFICACIONES

- (B) El estudio de eficiencia será llevado a cabo por una entidad independiente de tercera parte con experiencia extensa en eficiencias gubernamentales, y conocimiento en análisis fiscal y presupuestal, administración pública, finanzas municipales, y prácticas fiscales. La ciudad no podrá contratar con ni emplear, para actuar de entidad independiente de tercera parte, a ninguna entidad que haya contratado directamente con la ciudad en los 5 años previos o quien emplea a algún individuo que:
 - (1) Haya funcionado como alcalde de la ciudad, concejal, auditor de la ciudad, o gerente de la ciudad o que haya contratado con la ciudad durante los cinco años previos antes de la fecha de ser empleado; o

- (2) Tenga parentesco, por afinidad o consanguinidad a el segundo grado, con el/la alcalde, con algún concejal, el/la auditor/a de la ciudad, o el/la gerente de la ciudad.

OBJETIVOS Y PRODUCTO DEL TRABAJO

(C) El estudio de eficiencia producirá un Plan de Eficiencia Gubernamental (Plan) que recomiende oportunidades específicas para consolidaciones, servicios compartidos, y otros cambios que en manera permanente rebajen la carga de impuestos y/o que aumenten la cantidad y calidad de servicios. El estudio de eficiencia incluirá todo departamento de la ciudad, incluyendo todos los departamentos del fondo general y todos los departamentos de servicios públicos que son de propiedad pública, incluyendo pero sin limitarse a, Austin Energy, Austin Water, Austin Resource Recovery, todos los departamentos empresariales, incluyendo pero sin limitarse a, Austin Convention Center, Austin Transportation Department, y todos los departamentos de servicios internos, incluyendo pero sin limitarse al departamento de leyes, recursos humanos desarrollo económico, y servicios de vehículos. El Plan identificará puntos precisos de eficiencias en programas, economías de costos, perfeccionamiento de ingresos, iniciativas de colaboraciones privadas/públicas, y monetización de activos de la ciudad que no se usen, o que se usen poco. El plan incluirá:

- (1) Un análisis diagnostico comprensivo del presupuesto de la ciudad para identificar los gastos, tendencias de ingresos y elementos atípicos. El objetivo del plan debería incluir:
 - Análisis de Tendencia – Repasar y analizar ambos historiales de ingresos y pronósticos de ingresos y tendencias de gastos
 - Análisis desde el punto de comparación – Comparación de los ingresos de la ciudad y niveles de gastos a ciudades similares y con otros puntos de comparación conocidos.
- (2) Identificar recomendaciones que priorizan áreas precisas con gastos grandes y substanciales que afectan el fondo de ingresos generales de la ciudad y en cuales la ciudad podría ser más eficiente y por lo tanto proveer economías en gastos.
- (3) Una lista priorizada de oportunidades para economizar, de eficiencia, y de recomendaciones para perfeccionamiento ambos en forma escrita y explicada en declaraciones ante el consejo de la ciudad y otras entidades

responsables. Dichas recomendaciones deberían clasificarse en oportunidades a corto plazo que se podrían implementar dentro del ciclo actual del presupuesto, oportunidades a medio plazo que se pueden implementar en periodos de uno a tres años, y oportunidades a largo plazo que pudieran requerir tres o más años para implementar. Las recomendaciones serán documentadas y la entidad independiente de terceros hará disponibles los escritos de trabajo que detallen las suposiciones que determinan los estimados de costos y beneficios para cada recomendación.

- (4) La entidad independiente de terceros estará disponible y dispuesta para ayudar con la implementación de sus recomendaciones. El plan además debería incluir: una lista de etapas críticas, incluyendo cualquier cambio de estatutos o reglamentos, un estimado de los recursos financieros y de personal que se requieran, un estimado del tiempo para implementar las recomendaciones, y estrategias de utilización, gerencia de comunicaciones, tableros de gestión, y equipo de monitoreo que sea necesario para su implementación.

INDEPENDENCIA Y SIN INTERFERENCIA

- (D) La entidad independiente de terceros tendrá la plena cooperación y ayuda del gerente de la ciudad, de los servicios públicos, de los departamentos empresariales, departamentos de servicios internos, y de todos los departamentos de la ciudad para proveer acceso sin impedimentos a todo dato e información solicitada. Los empleados de la ciudad proveerán acceso libre y abierto a, y proveerá copias de información en cualquier medio, incluyendo un récord, libro, cuenta, memorándum interno o externo, cintas, informes, diskettes, datos de computadora, dinero, fondos, u otra información, y además también proveerá acceso libre y abierto a propiedades, equipo, facilidades, y operaciones para ser inspeccionadas u observadas.

PARTE 12. La elección se efectuará durante las horas de las 7:00 a. m. a las 7:00 p.m. Los precintos y lugares de los sitios de votación el día de la elección; las fechas, horas, y sitios de la votación adelantada; y los nombres de los oficiales nombrados para efectuar la elección se detallan en los Adjuntos A-D que van adjuntos a lo presente y que se incorporan como parte de esta ordenanza.

PARTE 13. Un sistema electrónico indicador directo de la votación, de acuerdo con la definición del término en el Título 8 del Código Electoral de Texas se usará para

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

PARTE 14. (a) El aviso de esta elección se hará fijando y publicando una copia de esta ordenanza, en ambos idiomas, español e inglés. El aviso y una copia de esta ordenanza se fijará en ambos idiomas, inglés y español en tres lugares públicos y en el kiosco de avisos en el Edificio Municipal (City Hall), a no más tardar del día 21 antes del día de la elección. La copia de esta ordenanza fijada en el Edificio Municipal y llevará una página enfrente, con el encabezado impreso con las palabras, "ELECCIÓN GENERAL MUNICIPAL Y ELECCIONES ESPECIALES, 6 de NOVIEMBRE, 2018." El aviso de esta elección será publicado en fecha que no sea anterior del 30vo día antes de la fecha de la elección en un periódico de circulación general en el mismo día en dos semanas sucesivas, y la primera publicación no deberá ser antes del día 14 anterior a la fecha de la elección.

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

(c) Esta ordenanza, junto con el aviso de la elección y con el contenido de las proposiciones, será fijada en el sitio web de la Ciudad, en ambos inglés y español, en el plazo de veintiún (21) antes de la elección.

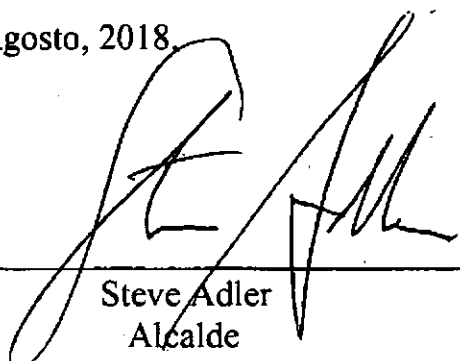
PARTE 15. De acuerdo con el Capítulo 271 del Código Electoral de Texas, la elección municipal del 6 de noviembre, 2018 se podrá llevar a cabo junto con varias subdivisiones políticas que comparten territorio con la Ciudad de Austin, y que estén efectuando elecciones en ese día. El/la Secretario/a de la Ciudad puede tramitar y firmar convenios electorales con otras subdivisiones políticas para este propósito y por lo presente se aprueban los términos indicados en dichos convenios.

PARTE 16. El Consejo determina que la necesidad de empezar inmediatamente los preparativos requeridos para esta elección constituye una emergencia. Por dicha emergencia, esta ordenanza tiene vigor inmediatamente al aprobarse para la conservación inmediata del orden público, la salud y seguridad.

PARTE 17. Esta ordenanza tiene vigor el 20 de Agosto, 2018.

9 de Agosto, 2018

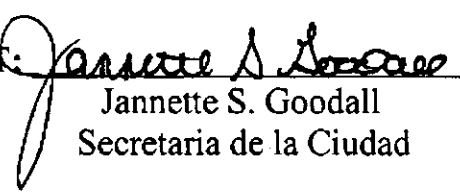
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Steve Adler
Alcalde

APPROVED:


Anne L. Morgan
Procuradora de la Ciudad

ATTEST:


Jannette S. Goodall
Secretaria de la Ciudad

Adjuntos A – D (serán actualizados)

Adjunto A: Sitios de Votación del Día de Elecciones

Adjunto B: Información de Ubicación del Sitio Principal de la Votación Adelantada

Adjunto C: Sitios de Votación Adelantada

Adjunto D: Convenio de Servicios Electorales

Williamson County
Joint General and Special Elections
Tuesday, November 6, 2018

Exhibit B

Registered voters may vote at any location listed below

Los votantes registrados podrán votar en cualquiera de los lugares de votación listados abajo

Vote Center Locations

7:00 am - 7:00 pm

Locaciones de Centros de Votos

City	Location	Address	Zip
AUSTIN	Anderson Mill Limited District	11500 El Salido Parkway	78750
	Bethany United Methodist Church	10010 Anderson Mill Road	78750
	Gateway Church	7104 McNeil Drive	78729
	Harmony School of Political Science	13415 RM 620N	78717
	Kelly Reeves Athletic Complex	10211 W Parmer Lane	78717
	Lord of Life Lutheran Church	9700 Neenah Ave	78717
	Northwest Fellowship Church	13427 Pond Springs Rd	78729
	Rattan Creek Park Community Center	7617 Elkhorn Mountain Trail	78729
	R. E Hartfield Performing Arts Center	5800 McNeil Dr	78729
BARTLETT	Bartlett Town Hall	140 W Clark Street	76511
CEDAR PARK	Cedar Park High School	2150 Cypress Creek Road	78613
	Cedar Park Library	550 Discovery Boulevard	78613
	Cedar Park Randalls	1400 Cypress Creek Road	78613
	Cedar Park Recreation Center	1435 Main St- Town Center	78613
	Highland Estates Independent Retirement Living	1500 N Lakeline Boulevard	78613
	Vista Ridge High School	200 S Vista Ridge Boulevard	78613
COUPLAND	St Peter's Church of Coupland	108 Wathen Street	78615
FLORENCE	Andice Community Center	6600 FM 970	76527
	Florence High School	401 FM 970	76527
GEORGETOWN	County Central Maintenance Facility	3151 SE Inner Loop	78626
	Cowan Creek Amenity Center	1433 Cool Spring Way	78633
	First Baptist Church-Georgetown	1333 W University Avenue	78628
	Georgetown Housing Authority	210 W 18th Street, Bldg 1	78626
	Georgetown Randalls	5721 Williams Drive	78633
	GISD Administration Building	603 Lakeway Drive	78628
	Main Street Baptist- Ministry Center	111 W 10th Street	78626
	Parks and Recreation Administration Building	1101 N College Street	78626
	Sun City Social Center	2 Texas Drive	78633
	The Delaney at Georgetown Village	359 Village Commons Boulevard	78633
GRANGER	Williamson County Inner Loop Annex	301 SE Inner Loop	78626
	Granger Brethren Church	306 W Broadway Street	76530
HUTTO	Hutto City Hall	401 Front Street	78634
	The Original Hutto Schools on College St	302 College Street	78634
JARRELL	Jarrell Memorial Park Comm. Center	1651 CR 305	76537
LEANDER	Leander Church of Christ	300 Crystal Falls Parkway	78641
	Leander High School	3301 S Bagdad Road	78641
	Leander Public Library	1011 S Bagdad Road	78641
	LISD Technology Building, TECH A & B	315 S West Dr	78641
	Rouse High School	1222 Raider Way	78641

subject to change
sujeto a cambio

Williamson County
Joint General and Special Elections
Tuesday, November 6, 2018

City	Location	Address	Zip
LIBERTY HILL	Liberty Hill High School	16500 W SH 29	78642
ROUND ROCK	Baca Senior Center	301 W Bagdad Avenue Building 2	78664
	Brushy Creek Community Center	16318 Great Oaks Drive	78681
	Cedar Ridge High School	2801 Gattis School Road	78664
	Fern Bluff MUD Community Center	7320 Wyoming Springs Drive	78681
	Forest Creek Elementary School	3505 Forest Creek Drive	78664
	JB & Hallie Jester Annex	1801 E Old Settlers Boulevard	78664
	Round Rock High School	300 N Lake Creek Drive	78681
	Round Rock Presbyterian Church	4010 Sam Bass Road	78681
	Round Rock Randalls	2051 Gattis School Road	78664
	Round Rock Sports Center	2400 Chisholm Trail	78681
	San Gabriel Rehabilitation & Care	4100 College Park Drive	78665
	Sleep Inn & Suites	1980 South IH 35	78681
	Teravista Community Center	4211 Teravista Club Drive	78665
	The Fellowship Church of Round Rock	3379 Gattis School Road	78664
TAYLOR	Main Street Events Center	3101 North Main Street	76574
	Taylor City Hall	400 Porter Street	76574
	Taylor Public Library	801 Vance Street	76574
THRALL	St John Lutheran Church	409 S Main Street	76578
WEIR	First Baptist Church of Weir	315 FM 1105	78674

Hays County Polling Places

November 6, 2018

7 a.m. – 7 p.m.

Precinct	Polling Place	Address	City
110	New Life Christian Center	4000 Highway 123	San Marcos
111/112	Dunbar Center	801 MLK Dr.	San Marcos
113	Live Oak/Hays County Health Dept.	401 Broadway St.	San Marcos
120	San Marcos Housing, CM Allen Homes	820 Sturgeon St.	San Marcos
125	Chapa Middle School	3311 Dacy Ln.	Kyle
127	Eikon Church	400 Old Post Rd	Kyle
129	City of Kyle Fire Station #2	150 Bunton Creek Rd.	Kyle
221	ACC Hays Campus	1200 Kohlers Crossing	Kyle
223	Kyle City Hall	100 W. Center St.	Kyle
224	Buda City Hall	405 E. Loop Street, Bldg. 100	Buda
225	Hays County Precinct 2 Office	5458 FM 2770 @ Crystal Meadow Dr.	Kyle
226	Hays Hills Baptist Church	1401 N. FM 1626	Buda
228	McCormick Middle School	5700 Dacy Ln	Buda
229	County Line Special Utility District	8870 Camino Real	Uhland
230/232/ 236/238	Southern Hills Church of Christ	3740 Ranch Rd 967	Buda
234	Goforth Water Supply	8900 Niederwald Strasse	Niederwald
301/315	First Baptist Church – San Marcos	325 W. McCarty Ln.	San Marcos
316/317	Stone Brook Seniors	300 S. Stagecoach Trail	San Marcos
318/330/334	Crockett Elementary School	1300 Girard St.	San Marcos
332	Travis Elementary School	1437 Post Rd.	San Marcos
333	Wimberley Community Center	14068 Ranch Rd. 12	Wimberley
335	Cypress Creek Church	211 Stillwater Rd.	Wimberley
336	Brookdale - Horizon Bay at San Marcos	1720 Old Ranch Rd. 12	San Marcos
337	VFW Post 6441 Hall	401 Jacobs Well, Veterans Park off of RR-12	Wimberley
339	Hays Fire Station #12	8301 Ranch Rd. 12	San Marcos
413/414	Allenwood Homes	1201 Thorpe Ln.	San Marcos
415	Fire Station #5	100 Carlson Circle (River Ridge Pkwy.)	San Marcos
416/417/418	Blanco Vista School	2951 Blanco Vista Blvd.	San Marcos
419/420/421	Wallace Middle School	1500 W. Center St.	Kyle
440	Henly Fire Station	7520 Creek Rd.	Dripping Springs
441	Dripping Springs Church of Christ	470 Old Hwy 290	Dripping Springs
442	Friendship Creekside Fellowship	14455 FM 1826	Austin
443	Belterra Welcome Center	151 Trinity Hills Dr.	Austin
444	Sunset Canyon Baptist Church	4000 Highway 290	Dripping Springs
447	Promiseland Church	1650 Lime Kiln Rd.	San Marcos
449	DSISD Administration Office	510 W. Mercer St.	Dripping Springs



DANA DEBEAUVOR,
COUNTY CLERK

Travis County Election Day Vote Centers Tuesday, November 6, 2018 (by precinct)

Sitios de Votación del Condado de Travis para el Día de Elección, martes 6 de noviembre, 2018 (por precinto)

subject to change

Polls are open 7 am - 7 pm; Horas de Servicio 7 am - 7 pm

VOTE CENTER ELECTION Elección de Centros de Votación 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; En el día de elección 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 precinto en donde están registrados para votar.

Pct.	Polling Station	Address	Combined Precincts
101	Dailey Middle School	14000 Westall St	114; 115; 116; 117; 118; 120; 138
105	Manor ISD Admin Building	10335 Hwy 290	
106	Elgin High School	14000 County Line Rd	
107	New Sweden Lutheran	12809 New Sweden Church Rd	
108	Our Savior Lutheran	1513 E Yager Ln	102; 103
111	National American University	13801 Bumet Rd	109
112	Dessau Elementary	1501 Dessau Ridge Ln	113
121	LBJ High School	7309 Lazy Creek Dr	128; 131; 134
122	YMCA East Communities Y	5315 Ed Bluestein Blvd	
123	Falcon Pointe Community Center	19015 Falcon Pointe Blvd	163
124	Carver Branch Library	1161 Angelina St	
129	Sims Elementary	1203 Springdale Rd	
130	Memorial United Methodist	6109 Berkman Dr	118; 151
132	East Nineteenth Missionary Baptist	3401 Rogge Ln	133
135	Messiah Lutheran	5701 Cameron Rd	
136	Pflugger Hall and Conference Center	203 B E Pecan St	146
137	Blackhawk Amenity Center	3111 Speidel Dr	161
139	Austin Area Urban League	8011 A Cameron Rd STE 100	141
140	Gus Garcia Recreation Center	1201 E Rundberg Ln	104
148	County Tax Office, Pflugerville	15822 Foothill Farms Loop	145; 160
150	Park Crest Middle School	1500 N Railroad Ave	110
152	Fiesta Mart Central	3909 N I 35	126
153	Pioneer Crossing Elementary	11300 Samsung Blvd	
154	Bluebonnet Trail Elementary	11316 Farmhaven Rd	125; 127
156	ACC Highland	6101 Airport Blvd	142; 149
164	Barrington Elementary	400 Cooper Dr	
200	DARS State Office Building	4800 North Lamar	235
202	Red River Church	4425 Red River St	
203	Boulder Ridge Clubhouse	3300 Killingsworth Ln	227
205	Pammer Lane Baptist	12424 Scofield Farms Dr.	
207	Hartfield Performing Arts Center	5800 McNeil Dr	

Pct.	Polling Station	Address	Combined Precincts
208	UT Flawn Academic Center	2400 Inner Campus Dr	206; 277
208	UT Penny-Castaneda Library	101 E 21st St	
210	O Henry Middle School	2610 W 10th St	251
211	St. Mark United Methodist	601 W Braker Ln	226
214	Bryker Woods Elementary	3309 Kerbey Ln	
217	Lanier High School	1201 Payton Gin Rd	223; 224
218	Disability Rights Texas	2222 W Braker Ln	268
219	Caldwell Elementary	1718 Picadilly Dr	
221	Bridge Point Elementary	6401 Cedar St	212
225	Wells Branch MUD Rec Center	3000 Shoreline Dr	
229	Wells Branch Community Center	2106 Klattenhoff Dr	215; 216
231	Cat Mountain HOA	6007 Mt Bonnell Rd	
232	Canyon Ridge Middle School	12601 Country Trails Ln	
234	River Place Elementary	6500 Sitio Del Rio Blvd	233
236	Glad Tidings Austin	2700 Northland Dr	
237	Highland Park Baptist	5206 Balcones Dr	213; 220; 240
238	Murchison Middle School	3700 N Hills Dr	247
238	Old Quarry Library	7051 Village Center Dr	
239	Gullett Elementary	6310 Treadwell Blvd	
242	Brentwood Bible Church	6301 Woodrow Ave	241
243	Ben Hur Shrine Center	7811 Rockwood Ln	
244	Randalls Steiner Ranch	5145 N FM 620	245
249	St. Matthew's Episcopal	8134 Mesa Dr	246
250	St Luke United Methodist	1306 West Lynn	
252	North Village Branch Library	2505 Steck Ave	248
254	Brookdale North Austin	5310 Duval Rd	267
256	Howson Branch Library	2500 Exposition Blvd	266
258	St. John's Episcopal	11201 Parkfield Dr at Braker	209; 222
259	Mitwood Branch Library	12500 Amherst Dr.	
260	Jaime Padron Elementary	2011 W Rundberg Ln	228
262	Anderson High School	8403 Mesa Dr	253

Pct.	Polling Station	Address	Combined Precincts
263	United Christian	3500 W Parmer Ln	
273	Congregation Beth Israel	3901 Shoal Creek Blvd	
275	Church of Christ in Hyde Park	310 W 43rd St at Ave B	274
301	Sunset Valley City Hall	3205 Jones Rd	358
302	Bailey Middle School	4020 Lost Oasis Hollow	
307	Rollingwood Municipal Building	403 Nixon Dr	347 ; 356
308	Briarcliff POA Community Center	22801 Briarcliff Dr	
310	Manchaca United Methodist	1011 Farm to Market 1626	315
311	Austin Recreation Center	1301 Shoal Creek Blvd	
312	Travis County Sheriff West Command	3800 Hudson Bend Rd	
313	Senior Activity Center Lamar	2874 Shoal Crest Ave	
314	Oak Hill Fire Dept #302	4111 Barton Creek Blvd	357
316	Travis County Parks Office	14624 Hamilton Pool Rd	
317	Lost Creek Limited District	1305 Quaker Ridge Dr	
319	Lakeway Activity Center	105 Cross Creek	306
320	Randalls Lakeway	2301 Ranch Rd 620 S	
323	Randalls Research & Braker	10900 D Research Blvd	305 ; 321 ; 345
324	Bee Cave City Hall	4000 Galleria Pkwy	368
326	Laurel Mountain Elementary	10111 DK Ranch Rd	
327	Austin Fire Station #33	9409 Bluegrass Dr	
328	Renaissance Retirement Center	11279 Taylor Draper Ln	
329	Austin City Hall	301 W 2nd St	325 ; 341
329	Travis County Granger Building	314 W 11th St	
330	Laura Bush Community Library	9411 Bee Caves Rd	318
331	Kathy Caraway Elementary	11104 Oak View Dr	
332	Zilker Elementary	1900 Bluebonnet Lane	340
333	St. Thomas More Catholic Church	10205 N FM 620	334 ; 343
336	Hallmark Baptist	9023 Old Lampasas Trl	335
337	Lakewood HOA	7317 Lakewood Dr	
338	Travis County WCID #18	1502 San Juan Dr	
342	Barton Hills Elementary	2108 Barton Hills Dr	
344	Berkeley United Methodist	2407 Berkeley Ave.	
346	Serene Hills Elementary	3301 Serene Hills Dr	
349	Oak Hill United Methodist	7815 US-290	303
350	Randalls Brodie and Slaughter	9911 Brodie Ln	309 ; 352
351	Randalls S MoPac and William Cannon	6600 S MoPac Expy	339
354	Travis Country HOA	4504 Travis Country Cir	
359	Lake Travis ISD Education Dev Center	607 Ranch Rd 620 N	
360	Bowie High School	4103 W Slaughter Ln	
363	Shepherd of the Hills Presbyterian	5226 W William Cannon Dr	362
364	Randalls Flagship - West Lake Hills	3300 Bee Caves Rd	

Pct.	Polling Station	Address	Combined Precincts
365	Community Center at Oak Hill	8656 W Hwy 71	361
366	Mills Elementary	6201 Davis Ln	
367	Circle C Community Center	7817 LaCrosse Ave	304
369	Christ Episcopal	3520 W. Whitestone Blvd	
370	Travis County ESD 1 Fire Station 104	14401 Round Mountain Rd.	
371	K-Oaks Club House	7000 Bar K Ranch Rd	
372	Community Center at Jonestown	18649 FM 1431 STE 6A	
373	Lago Vista City Hall	5803 Thunderbird St	
374	Deer Creek Elementary	2420 Zeppelin Dr	
375	Volente Fire Dept	15406 FM 2769	
401	Del Valle ISD Admin Building	5301 Ross Rd	
402	Eroy Community Library	13512 FM 812	
403	Creedmoor Elementary	5604 FM 1327	
404	Blazier Elementary	8801 Vertex Blvd	
405	Ojeda Middle School	4900 McKinney Falls Pkwy	
406	St Alban's Episcopal	11819 I 35 S	417 ; 418
407	Community Center at Del Valle	3518 S FM 973	427
411	South Park Meadows Center	9600 I 35 S STE 600	416
414	Texas Oaks Baptist	9910 Bilbrook Place	408 ; 415
420	Parker Lane United Methodist	2105 Parker Ln	431 ; 440
421	Church on Congress Avenue	1511 S Congress Ave	422
424	South Austin Recreation Center	1100 Cumberland Rd	409
426	Parque Zaragoza Recreation Center	2608 Gonzales St	436 ; 444
428	Mexican American Cultural Center	600 River St	
429	Dan Ruiz Branch Library	1600 Grove Blvd	423
433	Gardner Betts Annex	2501 S Congress Ave	442
435	The Atlantic Grand Oaks	9323 Manchaca Rd.	
437	Twin Oaks Branch Library	1800 S 5th St	
438	Terrazas Branch Library	1105 E Cesar Chavez St	432 ; 434
439	Cantu/Pan Am Recreation Center	2100 E 3rd St	
441	Fiesta Mart Stassney	5510 I 35 S	425 ; 446
447	Odom Elementary	1010 Turtle Creek Blvd	
448	Langford Elementary	2206 Blue Meadow Dr	413
450	Southeast Branch Library	5803 Nuckols Crossing Rd.	443
451	Bedichek Middle School	6800 Bill Hughes Rd	410
452	Houston Elementary	5409 Ponciana Dr	
454	Randalls Ben White & Manchaca	2025 W Ben White Blvd	412 ; 456
460	ACC South Austin Campus	1820 W Stassney Ln	
461	Wheatville Co-op South Lamar	4001 S Lamar Blvd	430
463	Dittmar Recreation Center	1009 W Dittmar Rd	419

Rev. Sep 18, 2018

November 6, 2018 General, Bond and Special Municipal Election

Main Polling Location

Hays County: Government Center Conference Room, 712 S. Stagecoach Trail, San Marcos, TX

Travis County: Austin Community College Highland, 6601 Airport Blvd., Austin, TX

Williamson County: Williamson County Inner Loop Annex, 301 SE Inner Loop, Suite 104, Georgetown, TX

Early Voting: Monday, October 22, 2018 – Friday, November 3, 2018

Ballots by Mail – Travis County

By Mail voters: P.O. 149325, Austin, Texas 78714-9325

By Contract Carriers/ Fedex: 5501 Airport Blvd., Austin, Texas 78751

Ballots by Mail - Hays County

By Mail Voters: P.O. Box 907, San Marcos, TX 78666

Ballots by Mail – Williamson County

By Mail voters: P.O Box 209, Georgetown, TX 78627

Williamson County Early Voting Schedule

Horario de la Votación Adelantada del Condado de Williamson

Joint General and Special Elections – November 6, 2018

Elecciones Generales y Especiales Conjuntas – 6 de noviembre del 2018

Dates and Times for Full-Time Locations- Fechas y horarios para localidades de tiempo completo:

Monday, October 22 through Friday, November 2

7:00 am to 7:00 pm

Sunday, October 28

1:00 pm to 6:00 pm

Del Lunes 22 de octubre al Viernes 2 de noviembre

7:00 am – 7:00 pm

Domingo, 28 de octubre

1:00 pm – 6:00 pm

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

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

Hartfield PAC @ McNeil HS, 5800 McNeil Drive, **Austin**

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

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

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

Georgetown ISD Administration Building, 603 Lakeway Drive, **Georgetown**

Georgetown Randalls 5721 Williams Drive, **Georgetown**

Parks & Recreation Administration Building, 1101 North College Street, **Georgetown**

Hutto City Hall, 401 W Front Street, **Hutto**

Leander Public Library, 1011 South Bagdad Street, **Leander**

BACA Senior Center, 301 West Bagdad Street, Building 2, **Round Rock**

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

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

J.B. and Hallie Jester Annex, 1801 East Old Settlers Boulevard, **Round Rock**

Taylor City Hall, 400 Porter Street, **Taylor**

Subject to change *Sujeto a cambio*

Mobile-Temporary Locations, Dates and Times

Fechas y horario de las Localidades móviles temporales:

Tuesday, October 23 through Friday, November 2

10:00 am to 7:00 pm

Sunday, October 28

1:00 pm to 6:00 pm

Del Martes 23 de octubre al Viernes 2 de noviembre

10:00 am – 7:00 pm

Domingo, 28 de octubre

1:00 pm – 6:00 pm

Monday, October 22nd <i>Lunes, 22 de octubre</i>	No Mobile Voting <i>Sin votación móvil</i>
Tuesday, October 23rd <i>Martes, 23 de octubre</i>	Clairmont Independent Retirement Community, 12463 Los Indios Trail, Austin
Wednesday, October 24th <i>Miercoles, 24 de octubre</i>	Florence City Hall, 106 S Patterson Avenue, Florence
Thursday, October 25th <i>Jueves, 2 de octubre</i>	Jarrell Memorial Park Community Center, 1651 CR 305, Jarrell
Friday, October 26th <i>Viernes, 26 de octubre</i>	Williamson County Liberty Hill Annex, 3407 Ranch Road 1869, Liberty Hill
Saturday, October 27th <i>Sabado, 27 de octubre</i>	Williamson County Liberty Hill Annex, 3407 Ranch Road 1869, Liberty Hill
Sunday, October 28th <i>Domingo, 28 de octubre</i>	Granger ISD, 300 Colorado Street, Granger
Monday, October 29th <i>Lunes, 29 de octubre</i>	Spicewood Springs Branch, Austin Public Library, 8637 Spicewood Springs Road, Austin
Tuesday, October 30th <i>Martes, 30 de octubre</i>	Bartlett Town Hall, 140 W Clark Street, Bartlett
Wednesday, October 31st <i>Miercoles, 31 de octubre</i>	Schwertner Community Center, 14774 FM 1105, Schwertner
Thursday, November 1st <i>Jueves, 1 de noviembre</i>	St. John's Lutheran Church, 409 S Main St, Thrall
Friday, November 2nd <i>Viernes, 2 de noviembre</i>	Austin Fire Department Station 34, 10041 Lake Creek Pkwy, Austin

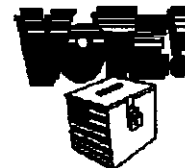
MARK ONE UP
FOR
DEMOCRACY



HAYS COUNTY EARLY VOTING

(Votación Adelantada del Condado de Hays)

Nov 6, 2018
(6 de noviembre de 2018)



Location, Dates & Hours of Main Early Voting Polling Location

(Lugar, Fechas y Horas de los Centros Principales de Votación para la Votación Anticipada)

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

Monday, October 22 through Friday, November 2, 2018
(lunes, 22 de octubre hasta el viernes, 2 de noviembre de 2018)
8:00 a.m. to 5:00 p.m. (de 8:00 de la mañana a las 5:00 de tarde)
Saturday, October 27, 2018
(sábado, 27 de octubre de 2018)
8:00 a.m. to 5:00 p.m. (de 8:00 de la mañana a las 5:00 de tarde)
Sunday, October 28, 2018
(domingo, 28 de octubre de 2018)
1:00 p.m. to 6:00 p.m. (de 1:00 de la mañana a las 6 de tarde)
Monday, October 29 through Friday, November 2, 2018
(lunes, 29 de octubre hasta el viernes, 2 de noviembre de 2018)
7:00 a.m. to 7:00 p.m. (de 7:00 de la mañana a las 7:00 de tarde)

Location, Dates & Hours of Temporary Branch Early Voting Polling Locations

(Lugar, Fechas y Horas de las Sucursales de los Centros temporal de Votación para la Votación Anticipada)

October 2018
Octubre 2018

Monday – 22	Tuesday – 23	Wednesday – 24
Government Center Conference Room 712 S. Stagecoach Trail San Marcos, TX (8 am – 5 pm) Hays County Precinct 2 Office 5458 FM 2770 @ Crystal Meadow Dr. Kyle, TX (8 am – 5 pm) Wimberley Community Center 14068 Ranch Rd. 12 Wimberley, TX (8 am – 5 pm) Hays County Precinct 4 Office 195 Roger Hanks Pkwy Dripping Springs, TX (8 am – 5 pm) Buda City Hall 405 E. Loop Street, Bldg. 100 Buda, TX (8 am – 5 pm) Kyle City Hall 100 W. Center Street Kyle, TX (8 am – 5 pm) Texas State University <u>TEMP SITE</u> LBJ Student Center 700 Student Center Dr. San Marcos, TX (11am – 7pm) Live Oak/Health Dept. <u>TEMP SITE</u> 401 Broadway St San Marcos, TX (11am-7pm) Eikon Church <u>TEMP SITE</u> 400 Old Post Road Kyle, TX (11 am-7 pm)	Government Center Conference Room 712 S. Stagecoach Trail San Marcos, TX (8 am – 5 pm) Hays County Precinct 2 Office 5458 FM 2770 @ Crystal Meadow Dr. Kyle, TX (8 am – 5 pm) Wimberley Community Center 14068 Ranch Rd. 12 Wimberley, TX (8 am – 5 pm) Hays County Precinct 4 Office 195 Roger Hanks Pkwy Dripping Springs, TX (8 am – 5 pm) Buda City Hall 405 E. Loop Street, Bldg. 100 Buda, TX (8 am – 5 pm) Kyle City Hall 100 W. Center Street Kyle, TX (8 am – 5 pm) Texas State University <u>TEMP SITE</u> LBJ Student Center 700 Student Center Dr. San Marcos, TX (11am – 7pm) Live Oak/Health Dept. <u>TEMP SITE</u> 401 Broadway St San Marcos, TX (11am-7pm) Eikon Church <u>TEMP SITE</u> 400 Old Post Road Kyle, TX (11 am-7 pm)	Government Center Conference Room 712 S. Stagecoach Trail San Marcos, TX (8 am – 5 pm) Hays County Precinct 2 Office 5458 FM 2770 @ Crystal Meadow Dr. Kyle, TX (8 am – 5 pm) Wimberley Community Center 14068 Ranch Rd. 12 Wimberley, TX (8 am – 5 pm) Hays County Precinct 4 Office 195 Roger Hanks Pkwy Dripping Springs, TX (8 am – 5 pm) Buda City Hall 405 E. Loop Street, Bldg. 100 Buda, TX (8 am – 5 pm) Kyle City Hall 100 W. Center Street Kyle, TX (8 am – 5 pm) Texas State University <u>TEMP SITE</u> LBJ Student Center 700 Student Center Dr. San Marcos, TX (11am – 7pm) Live Oak/Health Dept. <u>TEMP SITE</u> 401 Broadway St San Marcos, TX (11am-7pm) Eikon Church <u>TEMP SITE</u> 400 Old Post Road Kyle, TX (11 am-7 pm)

October 2018
Octubre 2018

Thursday - 25	Friday - 26	Saturday - 27
Government Center Conference Room 712 S. Stagecoach Trail San Marcos, TX (8 am - 5 pm) Hays County Precinct 2 Office 5458 FM 2770 @ Crystal Meadow Dr. Kyle, TX (8 am - 5 pm) Wimberley Community Center 14068 Ranch Rd. 12 Wimberley, TX (8 am - 5 pm) Hays County Precinct 4 Office 195 Roger Hanks Pkwy Dripping Springs, TX (8 am - 5 pm) Buda City Hall 405 E. Loop Street, Bldg. 100 Buda, TX (8 am - 5 pm) Kyle City Hall 100 W. Center Street Kyle, TX (8 am - 5 pm)	Government Center Conference Room 712 S. Stagecoach Trail San Marcos, TX (8 am - 5 pm) Hays County Precinct 2 Office 5458 FM 2770 @ Crystal Meadow Dr. Kyle, TX (8 am - 5 pm) Wimberley Community Center 14068 Ranch Rd. 12 Wimberley, TX (8 am - 5 pm) Hays County Precinct 4 Office 195 Roger Hanks Pkwy Dripping Springs, TX (8 am - 5 pm) Buda City Hall 405 E. Loop Street, Bldg. 100 Buda, TX (8 am - 5 pm) Kyle City Hall 100 W. Center Street Kyle, TX (8 am - 5 pm)	Government Center Conference Room 712 S. Stagecoach Trail San Marcos, TX (8 am - 5 pm) Hays County Precinct 2 Office 5458 FM 2770 @ Crystal Meadow Dr. Kyle, TX (8 am - 5 pm) Wimberley Community Center 14068 Ranch Rd. 12 Wimberley, TX (8 am - 5 pm) Hays County Precinct 4 Office 195 Roger Hanks Pkwy Dripping Springs, TX (8 am - 5 pm) Buda City Hall 405 E. Loop Street, Bldg. 100 Buda, TX (8 am - 5 pm) Kyle City Hall 100 W. Center Street Kyle, TX (8 am - 5 pm) Eikon Church <u>TEMP SITE</u> 400 Old Post Road Kyle, TX (9 am-1 pm)
Sunday - 28	Monday - 29	Tuesday - 30
Government Center Conference Room 712 S. Stagecoach Trail San Marcos, TX (1 pm - 6 pm)	Government Center Conference Room 712 S. Stagecoach Trail San Marcos, TX (7 am - 7 pm) Hays County Precinct 2 Office 5458 FM 2770 @ Crystal Meadow Dr. Kyle, TX (7 am - 7 pm) Wimberley Community Center 14068 Ranch Rd. 12 Wimberley, TX (7 am - 7 pm) Hays County Precinct 4 Office 195 Roger Hanks Pkwy Dripping Springs, TX (7 am - 7 pm) Buda City Hall 405 E. Loop Street, Bldg. 100 Buda, TX (7 am - 7 pm) Kyle City Hall 100 W. Center Street Kyle, TX (7 am - 7 pm)	Government Center Conference Room 712 S. Stagecoach Trail San Marcos, TX (7 am - 7 pm) Hays County Precinct 2 Office 5458 FM 2770 @ Crystal Meadow Dr. Kyle, TX (7 am - 7 pm) Wimberley Community Center 14068 Ranch Rd. 12 Wimberley, TX (7 am - 7 pm) Hays County Precinct 4 Office 195 Roger Hanks Pkwy Dripping Springs, TX (7 am - 7 pm) Buda City Hall 405 E. Loop Street, Bldg. 100 Buda, TX (7 am - 7 pm) Kyle City Hall 100 W. Center Street Kyle, TX (7 am - 7 pm)

October/ November 2018
Octubre/ Noviembre 2018

Wednesday – 31	Thursday – 1	Friday – 2
Government Center Conference Room 712 S. Stagecoach Trail San Marcos, TX (7 am – 7 pm) Hays County Precinct 2 Office 5458 FM 2770 @ Crystal Meadow Dr. Kyle, TX (7 am – 7 pm) Wimberley Community Center 14068 Ranch Rd. 12 Wimberley, TX (7 am – 7 pm) Hays County Precinct 4 Office 195 Roger Hanks Pkwy Dripping Springs, TX (7 am – 7 pm) Buda City Hall 405 E. Loop Street, Bldg 100. Buda, TX (7 am – 7 pm) Kyle City Hall 100 W. Center Street Kyle, TX (7 am – 7 pm)	Government Center Conference Room 712 S. Stagecoach Trail San Marcos, TX (7 am – 7 pm) Hays County Precinct 2 Office 5458 FM 2770 @ Crystal Meadow Dr. Kyle, TX (7 am – 7 pm) Wimberley Community Center 14068 Ranch Rd. 12 Wimberley, TX (7 am – 7 pm) Hays County Precinct 4 Office 195 Roger Hanks Pkwy Dripping Springs, TX (7 am – 7 pm) Buda City Hall 405 E. Loop Street, Bldg 100 Buda, TX (7 am – 7 pm) Kyle City Hall 100 W. Center Street Kyle, TX (7 am – 7 pm)	Government Center Conference Room 712 S. Stagecoach Trail San Marcos, TX (7 am – 7 pm) Hays County Precinct 2 Office 5458 FM 2770 @ Crystal Meadow Dr. Kyle, TX (7 am – 7 pm) Wimberley Community Center 14068 Ranch Rd. 12 Wimberley, TX (7 am – 7 pm) Hays County Precinct 4 Office 195 Roger Hanks Pkwy Dripping Springs, TX (7 am – 7 pm) Buda City Hall 405 E. Loop Street, Bldg 100 Buda, TX (7 am – 7 pm) Kyle City Hall 100 W. Center Street Kyle, TX (7 am – 7 pm)

Applications for Ballot by Mail shall be mailed to: *(Las solicitudes para boletas que se votaran adelantada por correo deberán enviarse a :)*

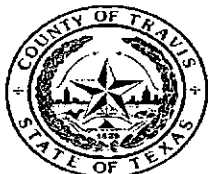
Jennifer Anderson, Early Voting Clerk
(Secretario de Votación Adelantada, Jennifer Anderson)
 712 S. Stagecoach Trail, Suite 1012
 San Marcos, TX 78666-5999

Applications for Ballot by Mail must be received no later than the close of business on October 26, 2018. *(Las solicitudes para boletas que se votaran adelantada por correo deberán recibirse para el fin de las horas de negocio el 26 de Octubre, 2018.*

Any voter who is entitled to vote an early ballot by personal appearance may do so at the Main Early Voting Site or any Temporary Branch site. *(Todo votante habilitado para votar por anticipado en persona puede hacerlo en el Lugar principal de Votación Anticipada o en cualquiera de las Sucursales temporales.)*

***Emergency and Limited ballots available at this location only.** *(Boletas limitadas y de emergencia solamente están disponibles en esta caseta.)*

Jennifer Anderson, Early Voting Clerk
(Secretario de Votación Adelantada, Jennifer Anderson)
 712 S. Stagecoach Trail, Suite 1012
 San Marcos, TX 78666-5999



DANA DEBEAUVOIR,
COUNTY CLERK

Travis County Early Voting Locations for the November 6, 2018 General Election

Sitios de Votación Adelantada del Condado de Travis, para la Elección General del 6 de noviembre, 2018

Early Voting begins Monday, Oct 22 and ends Friday, Nov 2

La Votación Adelantada empieza el lunes, 22 de octubre y termina el viernes, 2 de noviembre

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

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

CENTRAL:	ACC Highland	6101 Airport Blvd.	Austin
	Fiesta Central - Delwood Shopping Ctr	3909 North IH-35	Austin
	Travis County Granger Building	314 W 11th St, room 115	Austin
	UT Flawn Academic Center	2400 Inner Campus Drive	Austin
	New! UT Perry—Castañeda Library	101 E. 21st St.	Austin
EAST / ESTE:	Carver Branch Library	1161 Angelina St	Austin
	Dan Ruiz Branch Library	1600 Grove Blvd.	Austin
	Del Valle ISD Admin Building	5301 Ross Rd.	Del Valle
	Manor ISD Admin Building	10323 US-290	Manor
	Parque Zaragoza	2608 Gonzales St.	Austin
NORTH / NORTE:	Austin Area Urban League	8011 A Cameron Rd	Austin
	Ben Hur Shrine Center	7811 Rockwood Lane	Austin
	County Tax Office, Pflugerville	15822 Foothill Farms Loop	Pflugerville
	Disability Rights Texas	2222 W Braker Ln	Austin
	Hartfield Performing Arts Center - RRISD	5800 McNeil Dr.	Austin
	Old Quarry Library	7051 Village Center Dr.	Austin
	Randalls Research & Braker	10900 D Research Blvd	Austin
	New! Pflugerville ISD Rock Gym	700 W. Pecan St.	Pflugerville
SOUTH / SUR:	Fiesta Mart Stassney	5510 South IH-35	Austin
	Gardner Betts Annex	2501 S Congress at Long Bow Ln.	Austin
	Randalls Ben White and Manchaca	2025 W. Ben White Blvd.	Austin
	Randalls Brodie and Slaughter	9911 Brodie Ln	Austin
	Randalls South MoPac and William Cannon	6600 S. MoPac at William Cannon	Austin
	Southpark Meadows Center	9600 IH-35 South, Suite 600	Austin
WEST / OESTE:	Bee Cave City Hall	4000 Galleria Pkwy	Bee Cave
	Howson Branch Library	2500 Exposition Blvd	Austin
	Randalls Flagship - West Lake Hills	3300 Bee Caves Rd	Austin
	Randalls Lakeway	2301 RR 620 S at Lohmans Crossing	Austin
	Randalls Steiner Ranch	5145 N FM 620 at N. Quinlan Park Rd.	Austin

plus 61 additional mobile early voting locations! - see complete list at www.traviscountyelections.org

¡más 61 ubicaciones adicionales de votación anticipada móvil! - vea la lista completa en www.traviscountyelections.org



DANA DEBEAUVOR,
COUNTY CLERK

TRAVIS COUNTY MOBILE VOTING LOCATIONS

for the November 6, 2018 General Election
Monday, October 22 - Friday, November 2, 2018

Guía de los sitios móviles para la elección del 6 de noviembre 2018, lunes,
22 de octubre - viernes, 2 de noviembre

subject to change

MONDAY, OCTOBER 22 *lunes, 22 de octubre*

MT Supermarket	10901 North Lamar Blvd	Austin	10am - 6pm
Christ Episcopal Church	3520 West Whitestone Blvd	Cedar Park	9am - 6pm
ACC South Austin Campus	1820 West Stassney Ln	Austin	9am - 6pm
Huston-Tillotson University (Davage-Durden)	900 Chicon St	Austin	10am - 6pm
ACC North Ridge	11928 Stonehollow Dr	Austin	9am - 6pm
St. Edwards University	3001 South Congress Ave	Austin	10am - 6pm

TUESDAY, OCTOBER 23 *martes, 23 de octubre*

MT Supermarket	10901 North Lamar Blvd	Austin	10am - 6pm
Christ Episcopal Church	3520 West Whitestone Blvd	Cedar Park	9am - 6pm
Gus Garcia Recreation Center	1201 East Rundberg Ln	Austin	7am - 7pm
Solstice Senior Living at Austin	2603 Jones Rd	Austin	8am - 11am
Continental Retirement Community	4604 South Lamar Blvd	Austin	1pm - 5pm
LBJ Building	111 East 17th St	Austin	8am - 5pm
Town Lake Center	721 Barton Springs Rd	Austin	7am - 7pm

WEDNESDAY, OCTOBER 24 *miércoles, 24 de octubre*

MT Supermarket	10901 North Lamar Blvd	Austin	10am - 6pm
Christ Episcopal Church	3520 West Whitestone Blvd	Cedar Park	9am - 6pm
Virginia Brown Rec. Center	7500 Blessing Ave	Austin	7am - 7pm
AJSD Performing Arts Center	1500 Barbara Jordan Blvd	Austin	9am - 7pm
Lakeway Heritage Center	963 Lohmans Crossing Rd	Lakeway	9am - 6pm
Central Services Building	1711 San Jacinto Blvd.	Austin	8am - 5pm

THURSDAY, OCTOBER 25 *jueves, 25 de octubre*

MT Supermarket	10901 North Lamar Blvd	Austin	10am - 6pm
Christ Episcopal Church	3520 West Whitestone Blvd	Cedar Park	9am - 6pm
YMCA North Austin	1000 West Rundberg Ln	Austin	9am - 5pm
For the City Center	500 East St. Johns Ave	Austin	10am - 6pm
Mary Lee Foundation Community Center	1327 Lamar Square	Austin	9am - 1pm
Eastside Memorial Early College High School	1012 Arthur Stiles Rd	Austin	3pm - 6pm
Southeast Branch Library	5803 Nuckols Crossing Rd	Austin	7am - 7pm

FRIDAY, OCTOBER 26 *viernes, 26 de octubre*

MT Supermarket	10901 North Lamar Blvd	Austin	10am - 6pm
Christ Episcopal Church	3520 West Whitestone Blvd	Cedar Park	9am - 6pm
Heatherwilde Assisted Living	401 South Heatherwilde Blvd	Pflugerville	8am - 10am
Cambridge Villas Senior Living	15711 Dessau Rd	Pflugerville	12n - 2pm
Conservatory at Wells Branch	14320 Tandem Blvd	Austin	4pm - 6pm
YMCA North Austin	1000 West Rundberg Ln	Austin	9am - 5pm
William B. Travis Building	1701 N. Congress Ave	Austin	8am - 5pm
Wheatsville Food Coop	4001 South Lamar	Austin	10am - 6pm

SATURDAY, OCTOBER 27 *sábado, 27 de octubre*

MT Supermarket	10901 North Lamar Blvd	Austin	10am - 6pm
Deer Creek Elementary	2420 Zeppelin Dr	Cedar Park	10am - 6pm
Westminster Manor	4100 Jackson Ave	Austin	10am - 4pm
Givens Recreation Center	3811 East 12th St.	Austin	7am - 7pm
Montopolis Recreation Center	1200 Montopolis Dr	Austin	7am - 7pm
Wheatsville Food Coop	4001 South Lamar	Austin	10am - 6pm

more on back side

SUNDAY, OCTOBER 28 *domingo, 28 de octubre*

MT Supermarket	10901 North Lamar Blvd	Austin	12noon - 6pm
Deer Creek Elementary	2420 Zeppelin Dr	Cedar Park	12noon - 6pm
Volente Fire Dept	15406 FM 2769	Leander	12noon - 6pm
Austin Fire Station #33	9409 Bluegrass Dr	Austin	12noon - 6pm
Ce-Bar Fire Dept	353 S. Commons Ford Rd	Austin	12noon - 6pm
Oak Hill Fire Dept #301	9211 Circle Dr	Austin	12noon - 6pm

MONDAY, OCTOBER 29 *lunes, 29 de octubre*

MT Supermarket	10901 North Lamar Blvd	Austin	10am - 6pm
Austin City Hall	301 West 2nd St	Austin	7am - 7pm
Asian American Resource Center	8401 Cameron Rd	Austin	7am - 7pm
Community Center at Jonestown	18649 FM 1431	Jonestown	9am - 6pm
Community Center at Oak Hill	8656 TX Hwy 71	Austin	9am - 6pm
Community Center at Del Valle	3518 South FM 973	Del Valle	9am - 6pm
Austin New Church	2701 South Lamar Blvd	Austin	9am - 5pm

TUESDAY, OCTOBER 30 *martes, 30 de octubre*

MT Supermarket	10901 North Lamar Blvd	Austin	10am - 6pm
Austin City Hall	301 West 2nd St	Austin	7am - 7pm
Lago Vista City Hall	5803 Thunderbird St	Lago Vista	9am - 6pm
Brookdale West Lake Hills	1034 Liberty Park Dr	Austin	8am - 11am
Brookdale Beckett Meadows	7709 Beckett Rd	Austin	1pm - 4pm
Heritage Pointe	1950 Webberville Rd	Austin	9am - 11am
Parsons House	1130 Camino La Costa	Austin	1pm - 3pm
Heritage Park Ctr	2806 Real St	Austin	5pm - 7pm
Travis County Administration Bldg	700 Lavaca St	Austin	8am - 5pm
Austin New Church	2701 South Lamar Blvd	Austin	9am - 5pm

WEDNESDAY, OCTOBER 31 *miércoles, 31 de octubre*

MT Supermarket	10901 North Lamar Blvd	Austin	10am - 6pm
Austin City Hall	301 West 2nd St	Austin	7am - 7pm
Village at Collinwood	1001 Collinwood Dr	Austin	9am - 12noon
Community First! Village	9301 Hog Eye Rd	Austin	2pm - 6pm
Longhorn Village	12501 Longhorn Pkwy	Austin	10am - 4pm
DARS State Office Building	4800 North Lamar Blvd	Austin	8am - 5pm
Lakeside Senior	85 Trinity St	Austin	10am - 12noon
RBJ Residential	21 Waller St	Austin	2pm - 4pm
Austin New Church	2701 South Lamar Blvd	Austin	9am - 5pm

THURSDAY, NOVEMBER 1 *jueves, 1 de noviembre*

MT Supermarket	10901 North Lamar Blvd	Austin	10am - 6pm
Austin City Hall	301 West 2nd St	Austin	7am - 7pm
Heartland Health Care	11406 Rustic Rock Dr	Austin	8am - 11am
Atria at the Arboretum	9306 Great Hills Trail	Austin	1pm - 5pm
Stephen F. Austin Building	1700 North Congress Ave	Austin	8am - 5pm
ACC Eastview	3401 Webberville Rd	Austin	9am - 6pm
ACC Riverside	1020 Grove Blvd	Austin	9am - 6pm
Austin New Church	2701 South Lamar Blvd	Austin	9am - 5pm

FRIDAY, NOVEMBER 2 *viernes, 2 de noviembre*

MT Supermarket	10901 North Lamar Blvd	Austin	10am - 6pm
Austin City Hall	301 West 2nd St	Austin	7am - 7pm
Dottie Jordan Recreation Center	2803 Loyola Ln	Austin	7am - 7pm
Unity Church of the Hills	9905 Anderson Mill Rd	Austin	10am - 6pm
Sam Houston Bldg	201 East 14th St	Austin	8am - 5pm
South Austin Recreation Center	1100 Cumberland Rd	Austin	7am - 7pm
Austin New Church	2701 South Lamar Blvd	Austin	9am - 5pm

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 runoffs, 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 runoff, if necessary, within all Participating Entity territory located in Travis, Williamson and Hays Counties. If a runoff 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 runoff 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 45th 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 35th 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 50th 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 60th day before the election whether it expects to be able to cancel its election, and on or before 11:59 p.m. on the 53rd 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 and cc to 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 53rd 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 runoff election, the Participating Entity will make a payment equal to 75% of the projected costs for the runoff 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 runoff 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 runoff, the County may send the Participating Entity a final invoice of election expenses not later than the 90th day after the runoff 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 runoff 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: Anne Morgan
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 11th 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 following respective addresses:

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

City of Austin
Jannette Goodall
City Clerk
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, 2019.

(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 11 day of October, 2016, with the effective date being the date of execution by last signatory.

CITY OF AUSTIN

BY: Jannette Goodall
Jannette Goodall
City Clerk

TRAVIS COUNTY

BY: Sarah Eckhardt
Sarah Eckhardt
County Judge

BY: Dana DeBeauvoir
Dana DeBeauvoir
County Clerk

James H. Brown

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

RECEIVED

AUG 30 2018

WC ELECTIONS

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 and will be listed as Attachment A.

This Contract is made pursuant to Texas Election Code Sections 31.092 and 271.002 and Texas Education Code Section 11.0581 for a joint election to be held on the uniform election date of November 6, 2018, and administered by Christopher Davis, Williamson County Elections Administrator. This Contract supersedes any and all prior contracts and agreements to conduct joint elections between a Participating Authority and the Williamson County Elections Office.

RECITALS

WHEREAS, each Participating Authority listed above plans to hold an election on November 6, 2018;

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

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

I. ADMINISTRATION

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

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

The Elections Administrator will inform each Participating Authority of any problems or deficiencies in their respective performance of obligations under this contract, including but not limited to non-adherence to deadlines for requests for information of each Participating Authority by the Elections Administrator, and may set a reasonable period of time to cure or obtain adequate assurance that any such problems or deficiencies will be timely addressed and corrected. The Participating Authority's failure to cure problems or deficiencies related to its obligations, duties, and responsibilities in accordance with all terms and conditions of this Agreement will be considered in any future contracts with Elections Administrator or Williamson County, and any Participating Authority failing to perform will reimburse Elections Administrator for any additional costs and expenses to Williamson County, including all costs associated with interference of conducting the election.

IV. VOTING LOCATIONS

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

If polling places for the November 6, 2018 Joint Election are different from the polling place(s) used by a Participating Authority in its most recent election, the Participating Authority agrees to post a notice no later than November 6, 2018 at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and listing the Participating Authority's polling place names and addresses in effect for the November 6, 2018 election. This notice shall be written in both the English and Spanish languages.

V. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

The Elections Administrator will recruit all election workers.

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

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

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

In accordance with Sec. 31.098 of the Texas Election Code, the Elections Administrator is authorized to contract with third persons for election services and supplies. The actual cost of such third-person services and supplies will be paid by the Elections Administrator and reimbursed by the Participating Authorities.

VI. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

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

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

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

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

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

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

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

VII. EARLY VOTING

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

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

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

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

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

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

VIII. 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.

IX. CENTRAL COUNTING STATION AND ELECTION RETURNS

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

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

The Elections Administrator will prepare the unofficial canvass reports that are necessary for compliance with Election Code Section 67.004, after all precincts have been counted and will deliver a copy of the unofficial canvass to each Participating Authority as soon as possible after all returns have been tabulated. Each Participating Authority shall be responsible for the official canvass of its respective election(s). The official canvass of election shall not take place before November 9, 2018 and no later than November 20, 2018.

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.

X. 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.

XI. RUNOFF ELECTIONS

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

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

Each Participating Authority agrees to order any runoff election(s) at its meeting for canvassing the votes from the November 6, 2018 election and to conduct its drawing for ballot positions at or immediately following such meeting in order to expedite preparations for its runoff election.

Each Participating Authority eligible to hold runoff elections after the November 6, 2018 Uniform Election Date agrees that the date of a necessary runoff election shall be held in accordance with the Election Code.

XII. 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, a staffing agency fee for election workers, an administrative fee, and for the lease of voting equipment.

1. **Share of Election Costs.** Each Participating Authority's share of election costs will be (i) a base fee of \$1,000.00, (ii) plus a pro rata share of the total of all costs incurred by the Elections Administrator in connection with the administration of elections of other entities held at the same time as the election. The sum of the base charges from all Participating Authorities will be subtracted from the total of all costs before allocating the remaining costs to each Participating Authority. Each Participating Authority's share of the remaining (allocated) costs will be determined as follows: The number of registered voters in each individual Participating Authority will be divided by the number of all registered voters of all Participating Authorities to determine each entity's pro rata share expressed as a percentage, which will then be multiplied against each of the allocated costs (remaining costs after base charges are subtracted) as itemized on the final Total Cost report/invoice submitted to each

Participating Authority after the election. The end result will be a charge to the Participating Authority of \$1,000.00 plus the Participating Authority's allocated share of county-wide election costs not covered by the sum of all base fees received.

2. Each Participating Authority's share of the staffing agency fee for election workers will be determined on a pro rata basis. The staffing agency fee is based on a markup cost percentage of 27% of the gross wages of election workers not classified as employees of Williamson County.
3. 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:
 - \$250.00 per ADA iVotronic DRE;
 - \$250.00 per iVotronic DRE;
 - \$85.00 per iVotronic printer;
 - \$250.00 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.

4. 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, less the staffing agency fee, 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.

XIII. 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.

XIV. 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.

XV. 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.

XVI. 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 of 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.

XVII. COST ESTIMATES AND DEPOSIT OF FUNDS

The total *estimated* cost for the November 6, 2018 election is \$750,000.00 and is based partly on the costs of both the November 4, 2014 and November 8, 2016 joint general special elections. After the final determination has been made of whom the Participating Authorities will be and the Contracts are fully executed, the Elections Administrator shall provide each Participating Authority with an official cost estimate. Each Participating Authority's percent share of the estimated total cost is based on the number of registered voters and further described in Section XII.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 30 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.

XVIII. SIGNATURE PAGE

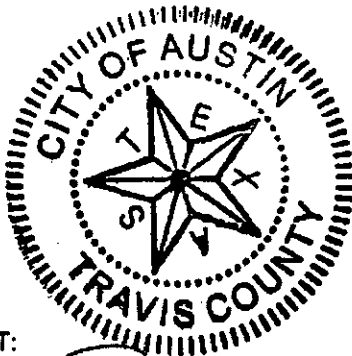
WITNESS BY MY HAND THIS THE 31ST DAY OF AUGUST, 2018.

ELECTIONS ADMINISTRATOR:

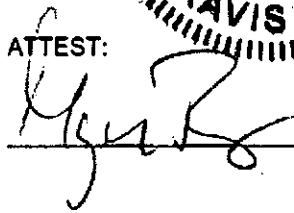


Christopher Davis, Elections Administrator
Williamson County, Texas

WITNESS BY MY HAND THIS THE 28 DAY OF August, 2018



ATTEST:



PARTICIPATING AUTHORITY:

Name of Participating Authority: City of Austin
By: Jannette S. Goodale
Printed Name: Jannette S. Goodale
Official Capacity: City Clerk

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

List of Participating Authorities (to be determined)

Williamson County
Joint General and Special Elections
Tuesday, November 6, 2018

Registered voters may vote at any location listed below

Los votantes registrados podrán votar en cualquiera de los lugares de votación listados abajo

Vote Center Locations

7:00 am - 7:00 pm

Locaciones de Centros de Votos

City	Location	Address	Zip
AUSTIN	Anderson Mill Limited District	11500 El Salido Parkway	78750
	Bethany United Methodist Church	10010 Anderson Mill Road	78750
	Gateway Church	7104 McNeil Drive	78729
	Harmony School of Political Science	13415 RM 620N	78717
	Kelly Reeves Athletic Complex	10211 W Parmer Lane	78717
	Lord of Life Lutheran Church	9700 Neenah Ave	78717
	Northwest Fellowship Church	13427 Pond Springs Rd	78729
	Rattan Creek Park Community Center	7617 Elkhorn Mountain Trail	78729
	R. E Hartfield Performing Arts Center	5800 McNeil Dr	78729
BARTLETT	Bartlett Town Hall	140 W Clark Street	76511
CEDAR PARK	Cedar Park High School	2150 Cypress Creek Road	78613
	Cedar Park Library	550 Discovery Boulevard	78613
	Cedar Park Randalls	1400 Cypress Creek Road	78613
	Cedar Park Recreation Center	1435 Main St- Town Center	78613
	Highland Estates Independent Retirement Living	1500 N Lakeline Boulevard	78613
	Vista Ridge High School	200 S Vista Ridge Boulevard	78613
COUPLAND	St Peter's Church of Coupland	108 Wathen Street	78615
FLORENCE	Andice Community Center	6600 FM 970	76527
	Florence High School	401 FM 970	76527
GEORGETOWN	County Central Maintenance Facility	3151 SE Inner Loop	78626
	Cowan Creek Amenity Center	1433 Cool Spring Way	78633
	First Baptist Church-Georgetown	1333 W University Avenue	78628
	Georgetown Housing Authority	210 W 18th Street, Bldg 1	78626
	Georgetown Randalls	5721 Williams Drive	78633
	GISD Administration Building	603 Lakeway Drive	78628
	Main Street Baptist- Ministry Center	111 W 10th Street	78626
	Parks and Recreation Administration Building	1101 N College Street	78626
	Sun City Social Center	2 Texas Drive	78633
	The Delaney at Georgetown Village	359 Village Commons Boulevard	78633
	Williamson County Inner Loop Annex	301 SE Inner Loop	78626
GRANGER	Granger Brethren Church	306 W Broadway Street	76530
HUTTO	Hutto City Hall	401 Front Street	78634
	The Original Hutto Schools on College St	302 College Street	78634
JARRELL	Jarrell Memorial Park Comm. Center	1651 CR 305	76537
LEANDER	Leander Church of Christ	300 Crystal Falls Parkway	78641
	Leander High School	3301 S Bagdad Road	78641
	Leander Public Library	1011 S Bagdad Road	78641
	LISD Technology Building, TECH A & B	315 S West Dr	78641
	Rouse High School	1222 Raider Way	78641

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

Joint General and Special Elections – November 6, 2018
Elecciones Generales y Especiales Conjuntas – 6 de noviembre del 2018

Dates and Times for Full-Time Locations- Fechas y horarios para localidades de tiempo completo:

Monday, October 22 through Friday, November 2
7:00 am to 7:00 pm
Sunday, October 28
1:00 pm to 6:00 pm

Del Lunes 22 de octubre al Viernes 2 de noviembre
7:00 am – 7:00 pm
Domingo, 28 de octubre
1:00 pm – 6:00 pm

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

Anderson Mill Limited District, 11500 El Salido Parkway, Austin

RE Hartfield Performing Arts Center, 5800 McNeil Drive, Austin

Cedar Park Public Library, 550 Discovery Boulevard, Cedar Park

Cedar Park Randalls, 1400 Cypress Creek Road, Cedar Park

Cowan Creek Amenity Center, 1433 Cool Spring Way, Georgetown

Georgetown ISD Administration Building, 603 Lakeway Drive, Georgetown

Georgetown Randalls 5721 Williams Drive, Georgetown

Parks & Recreation Administration Building, 1101 North College Street, Georgetown

Hutto City Hall, 401 W Front Street, Hutto

Leander Public Library, 1011 South Bagdad Street, Leander

BACA Senior Center, 301 West Bagdad Street, Building 2, Round Rock

Round Rock Randalls, 2051 Gattis School Road, Round Rock

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

J.B. and Hallie Jester Annex, 1801 East Old Settlers Boulevard, Round Rock

Taylor City Hall, 400 Porter Street, Taylor

Subject to change *Sujeto a cambio*

CONTRACT FOR ELECTION SERVICES

THIS CONTRACT FOR ELECTION SERVICES (this "Contract") is made and entered into by and between the **ELECTIONS ADMINISTRATOR OF HAYS COUNTY, TEXAS ("Contracting Officer")** and the **Local Political Subdivision** set forth on the signature page of this Contract (the "**LPS**") pursuant to the authority under Section 31.092(a) of the Texas Election Code.

RECITALS

WHEREAS, the LPS expects to order and election during the term of this Contract and during any renewal term of this Contract (the "Election");

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

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

NOW, THEREFORE, the parties to this Contract agree as follows with respect to the coordination, supervision, and conduct of the election.

I. GENERAL PROVISIONS.

- A.** The purpose of this Contract is to maintain consistency and accessibility in voting practices, polling places, and election procedures to best assist the voters of the LPS. For purposes of this Contract the term "Election" will include any resulting recount or election contest. It will also apply to and election to resolve a tie.
- B.** The Contracting Officer is hereby appointed to serve as the LPS's Election Day Officer and Early Voting Clerk to conduct the Election for those areas of the LPS located in within the contracting jurisdiction. As Election Officer and Early Voting Clerk, the Contracting Officer will coordinate, supervise and conduct all aspects of the administering voting in connection with the election in compliance with all applicable law except as otherwise provided in the Contract.
- C.** The LPS agrees to commit the funds necessary to pay for election-related expenses for the LPS's election.
- D.** The Contracting Officer has the right to enter into agreements with other entities at any time and may require that authorities of LPSs 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 LPS agrees to enter into a joint election agreement required by Hays County.

II. RESPONSIBILITIES OF CONTRACTING OFFICER. The Contracting officer shall be responsible for performing the following services and furnishing the following material and equipment in connection with the election:

- A. Nomination of Presiding Judges and Alternate Judges.** The Contracting Officer shall recommend appointment of Election Day presiding and alternate judges, central accumulation station judges, and the Early Voting Ballot Board (EVBB) presiding judge, all of which shall meet the eligibility requirements in Subchapter C of Chapter 32 of the Texas Election Code.
- B. Notification to LPS.** The Contracting Officer shall provide the LPS with the most up-to-date list of presiding and alternate judges three weeks before the statutory deadline to order the election.
- C. Notification to Presiding and Alternate Judges; Appointment of Clerks.**
 - 1. The Contracting Officer shall notify each presiding and alternate judge of his or her appointment. The notification will also include the assigned polling station, the date of the election training(s), the date and time of the election, the rate of compensation, the number of clerks the judge may appoint, the eligibility requirements for election workers, and the name of the presiding or alternate judge as appropriate.
 - 2. The election judge will make the clerk appointments in consultation with the Contracting Officer. If a presiding judge or the alternate judge does not speak both English and Spanish, and the election precinct is one subject to Section 272.002 and 272.009 of the Texas Election Code, the Contracting Officer shall ensure that a bilingual election clerk is appointed. The Contracting Officer shall notify the clerks of the same information that the judges receive under this section.
- D. Election Training.** The Contracting Officer shall be responsible for conducting election training for the presiding judges, alternate judges, clerks, and early voting deputies in the operation and troubleshooting of the direct record electronic (DRE) voting system and the conduct of elections, including qualifying voters, issuing ballot style codes, maintaining order at the polling location, and conducting provisional voting.
- E. Logic and Accuracy Testing.** In advance of Early Voting (including the sending of any mail ballots), the Contracting Officer, the tabulation supervisor, and the other members the

Contracting Officer designates for the testing board shall conduct all logic and accuracy testing in accordance with the procedures set forth by the Texas election Code and under guidelines provided by the Secretary of State's office. The Contracting Officer shall also be responsible for the publication of the required notice of such testing.

- F. **Election Supplies.** The Contracting Officer shall procure, prepare, and distribute to the presiding judges for use at the polling locations on Election Day (and to the Early Voting clerks during Early Voting) the following election supplies: election and early voting kits (including the appropriate envelopes, lists, forms, name tags, posters, and signage described in Chapters 51, 61, and 62, and subchapter B of chapter 66 of the Texas Election Code) seals, sample ballots, thermal paper rolls for use in the Judges Booth Controllers (JBC's), batteries for use in the JBC's, eSlates, labels for the electronic poll books, and all consumable type office supplies necessary to hold an election.
- G. **Registered Voters List.** The Contracting Officer shall provide lists of registered voters required by law for use on Election Day and for the Early Voting period.
- H. **Notice of Previous Polling Place.** The Contracting Officer shall post notices of a change in a polling place at the entrance to the previous polling location. Section 43.062 of the Texas Election Code provides that the notice shall state the location has changed and give the location of the new polling place.
- I. **Election Equipment.** The Contracting Officer shall prepare and distribute the direct Record Electronic (DRE) Voting System components from Hart Intercivic, Inc. ("Hart") for the election. This voting System includes the equipment referred to as "eSlates" and Judge's Booth Controllers" (JBCs). Each polling location will have at least one voting machine that is accessible to disabled voters and provides a practical and effective means for voters with disabilities to cast a secret ballot.
- J. **Ballots.** The Contracting Officer or designee shall be responsible for the preparation, printing, programming and distribution of English and Spanish ballots and sample ballots, including the mail ballots, based on the information provided by the LPS, including the names of the candidates, names of the offices sought, order of names on the ballot, propositions on the ballot, and the Spanish translation of the offices and any propositions. The ballot will be prepared in these formats: DRE, paper, auditory.
- K. **Early Voting.** In accordance with Sections 31.096 and 32.097(b) of the Texas Election Code, the Contracting Officer shall serve as the Early Voting Clerk for the election.
 - 1. The Contracting Officer shall supervise and conduct the early voting by mail and by personal appearance and shall secure personnel to serve as Early Voting Deputies.

2. The Contracting Officer shall receive mail ballot applications on behalf of the LPS. All applications for mail ballots shall be processed in accordance with Title 7 of the Texas Election Code by the Contracting Officer or deputies at the Records Building located at the Hays County Government Center at 712 S. Stagecoach Trail, San Marcos, Texas 78666. Applications for mail ballots sent to the LPS shall be promptly faxed to the Contracting Officer at (512) 878-6699, or emailed to elections@co.hays.tx.us for timely processing and then the original sent application forwarded to the Contracting Officer for proper retention.
3. Early voting ballots shall be secured and maintained at the Records Office at 712 S. Stagecoach Trail, San Marcos, Texas 78666. In accordance with Chapter 87 of the Texas election Code. The Early Voting Ballot Board shall meet at the same location unless posted differently.
4. Early Voting by personal appearance for the election shall be conducted during the hours and time period and at the locations as determined by the Contracting Officer in consultation with the LPS and in accordance with the Texas Election Code.

L. Election Day Activities.

1. The contracting Officer and staff shall be available from 6:00 am until the completion of the vote counting on Election Day to render technical support and assistance to voters and election workers.
2. The Contracting Officer and staff shall prepare and conduct Election Night intake of election equipment, supplies, and records.
3. The Contracting Officer and designee shall serve as central counting station manager and tabulation supervisor, counting the votes in conjunction with the Early Voting Ballot Board and the Central Counting Station judges.
4. Election Day polling locations are determined by the Contracting Officer in consultation with the LPS and in accordance with the Texas Election Code. The Contracting Officer shall arrange for the use of all polling places and shall arrange for the setting up of the polling location including tables, chairs and voting booths.

M. Election Night Reports. The contracting Officer shall prepare the unofficial and official tabulation of precinct results under Section 66.056(a) of the Texas Election Code. The unofficial tabulation of Early Voting precinct results and Election Day precinct results shall be made available to the LPS via email as soon as they are prepared and may be released

under law, but no earlier than 7:00 pm on Election Day. The tabulation reports may also be provided to other counties as necessary for the election. As soon as reasonably possible, the Contracting Officer will post all reports for public review on the Hays County Elections website at www.co.hays.tx.us/elections.

- N. **Provisional Votes/ Determination of Mail Ballots Timely Received under Section 86.007(d) of the Texas Election Code.** The Contracting Officer, serving as the voter registrar, shall retain the provisional voting affidavits and shall provide the factual information on each of the voters' status. The Contracting Officer shall reconvene the EVBB after the election within the time set forth in Section 65.051 of the Texas election Code for the purpose of determining the disposition of the provisional votes. At the same time, the EVBB will review mail ballots timely received under Section 86.007(d) of the Texas election Code to determine whether such will be counted and to resolve any issues with such ballots.
- O. **Canvass Material Preparation.** Promptly after determination of the provisional votes and resolution of any mail ballots, the Contracting Officer shall work with the EVBB and tabulation supervisor to tally the accepted provisional votes and resolved mail ballots, amend the unofficial tabulations, and submit new official tabulations to the LPS. These reports will serve as the canvass materials for the LPS.
- P. **Custodian of Election Records.** The election records will be submitted to the LPS except for those records that must be maintained by the Contracting Officer as Voter Registrar in accordance with Section 66.051 of the Texas Election Code. The Contracting Officer is hereby appointed the custodian of voted ballots (which in the case of the ballots cast on the DRE voting system consist of the DVD backup) and shall preserve them in accordance with Chapter 66 of the Texas Election Code and other applicable law. The Contracting Officer shall also maintain custody of the records pertaining to the operation of the JBCs and eSlates.
- Q. **Recount.**
 - 1. The LPS shall advise the Contracting Officer if a recount is required by law or requested and the Contracting Officer and the LPS shall discuss how such recount is to be conducted. The LPS shall reimburse the Contracting Officer for the cost of such count which is not included in the original estimate/invoice.
- R. **Schedule for Performance of Services.** The Contracting Officer shall perform all election services in accordance and compliance with the time requirements set out in the Texas Election Code.

- S. **Contracting with Third Parties.** In accordance with Section 31.098 of the Texas Election Code, the Contracting Officer is authorized to contract with third parties for election services and supplies. The cost of such third-party services and supplies will be paid by the Contracting Officer and reimbursed by the LPS.
- T. **Department of Justice Preclearance for General Elections.** If required by law, any changes to the general conduct of voting in Hays County will be pre-cleared through the United States Department of Justice by the Contracting Officer with copies of the submission and response e-mailed to the LPS.

III. **RESPONSIBILITIES OF THE LPS.** The LPS shall perform the following responsibilities:

- A. **Applications for Mail Ballots.** The LPS shall date and stamp and then as promptly as possible fax to the Contracting Officer all applications for mail ballots that it receives. Promptly thereafter, the LPS shall deliver or send by mail the original mail ballot applications to the Contracting Officer.
- B. **Election Orders, Election Notices, and Canvass.** The LPS shall be responsible for the preparing, adopting, publishing, and posting all required election orders, resolutions, notices and other documents, including bilingual materials, evidencing action by the governing authority of the LPS necessary to the conduct of the election. The LPS shall be responsible for conducting the official canvass of the election.
- C. **Map/Annexations.** The LPS shall provide the Contracting Officer with an updated map and street index (including address Numbers) of its jurisdiction in and electronic or printed format and shall advise the contracting officer in writing of any new developments, annexations or de-annexations.
- D. **Department of Justice Preclearance for Special Elections.** If required by law, the LPS shall be individually responsible for obtaining appropriate preclearance from the United States Department of Justice for any special elections.
- E. **Ballot Information.** The LPS shall prepare the text for the LPS's official ballot in English and Spanish and provide the Contracting Officer as soon as possible at the end of the period for ordering the election or filing for candidacy. The ballot information shall include a list of proposition showing the order and the exact manner in which the candidates' name shall appear on the ballot. The LPS shall promptly review for correctness the ballot when requested by the Contracting Officer to do so prior to the finalization and shall approve by e-mail or by signature in person.

- F. **Precinct Reports to the Texas Secretary of State.** Based on information provided by the Contracting Officer, the LPS shall prepare and file all required precinct reports with the Texas Secretary of State.
- G. **Annual Voting Report.** The LPS shall be responsible for filing its annual voting system report to the Texas Secretary of State as required under Chapter 123 et seq. of the Texas Election Code.

IV. SPECIAL PROVISIONS RELATED TO ELECTION WORKERS

- A. **Number of Election Workers at Election Day Polling Locations.** It is agreed by the Contracting Officer and the LPS that there will be at least three election workers at each Election Day polling location: the presiding judge, the alternate judge, and at least one election clerk appointed by the presiding judge. The number of necessary clerks is derived from the number of elections at the poll and the number of registered voters at the poll.
- B. **Compensation for Election Workers.** The Contracting Officer shall compensate all election workers in accordance with the Contracting Officer's established compensation policies, in accordance with the Texas Election Code and using the rates set by the Hays County Commissioners Court for county elections. The Contracting Officer shall pay the workers and be reimbursed by the entities sharing the polling locations.

V. PAYMENT

- A. **Charges and Distribution of Costs.** In consideration of the joint election services provided by the Contracting Officer, the LPS will be charged a share of the election costs and an administrative fee. The costs distribution is set forth in the Joint Election Agreement. The cost estimate is set forth in the Cost Estimate.
- B. **Administrative Fee.** The Contracting Officer shall charge a fee equal to 10% of the LPS's share of the cost of the election or a minimum of \$75.00.
- C. **Equipment Rental Fee.** Per Section 123.032(d) of the Texas Election Code, the Hays County Commissioners Court has set the equipment rental fee at \$175 each per JBC and per eSlate. If the County acquires additional equipment during the term of the Contract, the charge for the use of the equipment may be reset by the Hays County Commissioners Court.
- D. **Payment.** The Contracting Officer's invoice shall be due and payable to the address set forth in the invoice within 30 days from the date of receipt by the LPS.

VI. TERM AND TERMINATION

- A. **Initial Term.** The initial term of the contract shall commence upon the last party's execution hereof and shall continue thereafter in full force and effect for one year, subject to the termination rights set forth herein.
- B. **Renewal.** Subject to the termination rights set forth herein, this contract shall be renewed annually.
- C. **Termination.** If either party wishes to terminate this contract for convenience or for cause, the party must provide not less than ninety (90) days' written notice to the other party and allow for discussion of the desired outcome and options to reach the desired outcome. In the event of termination, it is understood and agreed that only the amounts due to the contracting Officer for services provided and expenses incurred will be due and payable.

VII. MISCELLANEOUS PROVISIONS

- A. **Nontransferable Functions.** In accordance with Section 31.096 of the Texas Election Code, nothing in this Contract shall authorize or permit a change in:
 - 1. The authority with whom or the place at which any document or record relating to the election is to be filed;
 - 2. The officers who conduct the official canvass of the election returns;
 - 3. The authority to serve as custodian of voted ballots or other election records; or
 - 4. Any other nontransferable function specified under Section 31.096 or other provisions of law.
- B. **Cancellation of Election.** If the LPS cancels its election pursuant to Section 2.053 of the Texas Election Code, the Contracting Officer shall be entitled to receive an administrative fee of \$75. The Contracting Officer shall submit an invoice for the administrative fee as soon as reasonably possible after the cancellation, and the LPS shall make payment therefore in a manner similar to that set forth in V. Payment above.
- C. **Contract Copies to Treasure and Auditor.** In accordance with Section 31.099 of the Texas Election Code, the Contracting Officer agrees to file copies of the Contract with the County Treasurer and the County Auditor of Hays County, Texas.

D. Election to Resolve a Tie. In the event that an election is necessary to resolve a tie vote, the terms of the Contract shall extend to the second election, except:

1. The LPS and the Contracting Officer will agree upon the date of the election and the early voting schedule subject to provisions of the election Code and with regard to other election conducted by the Contracting Officer.
2. The LPS will be responsible for any Department of Justice preclearance submission under Section 5 of the Federal Voting Rights Act.
3. An attempt will be made to use the election workers that worked in the first election; those poll workers will not have additional training provided by the Contracting Officer.
4. The cost of the election will be borne by the LPS; the Contracting Officer will work with the LPS on cost management.

E. Amendment/Modification. Except as otherwise provided, this contract may not be amended, modified, or changed in any respect except in writing, duly executed by the parties hereto. Both the Contracting Officer and the LPS may propose necessary amendments or modifications to this Contract in writing in order to conduct the election smoothly and efficiently, except that any such proposals must be approved by the Contracting Officer and the governing body of the LPS or its authorized agent, respectively.

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

G. Representatives. For the purposes of implementing this Contract and coordinating activities, the Contracting Officer and the LPS designate the following individuals for submission of information, documents and notice:

For the Contracting Officer:

Jennifer Anderson
Elections Administrator, Hays County
712 S. Stagecoach Trail, Suite 1045
San Marcos, Texas 78666
Tel: (512) 393-7310

For the LPS:

Jannette Goodall
City Clerk, City of Austin
P.O. Box 1088
Austin TX 78701
Tel: (512) 974-2505

Fax: (512) 878-6699
Email: janderson@co.hays.tx.us

Fax: (512) 974-2374
Email: jannette.goodall@austintexas.gov

Witness by my hand this the 13 day of September, 2018.

Contracting Officer:

J Anderson

Jennifer Anderson, Elections Administrator
Hays County, Texas

Witness by my hand this the 11th day of September, 2018.

Local Political Subdivision:



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

Appointment of Judge and Alternate Judge for Joint General and Special Elections November 6, 2018

On this the 14th day of August, 2018, the Commissioners Court of Williamson County, Texas does hereby appoint the following persons as Vote Center Election Judges and Alternate to serve for a one year term which begins on September 1, 2018 and ends on August 31, 2019.

Vote Center	Appt.	Party	Last Name	First Name
Anderson Mill Limited District 11500 El Salido Parkway, Austin	J AJ	D R	Stokes Rightmyer	Gay Kathryn
Bethany United Methodist Church 10010 Anderson Mill Road, Austin	J AJ	D R	Adair Cobb	Dwight J. Mitchell
Gateway Church 7104 McNeil Drive, Austin	J AJ	D R	Atkins McIntyre	Wanda Cindi
Harmony School of Political Science and Comm. 13415 RM 620 N, Austin	J AJ	R D	Price Shanks	Barbara John
Kelly Reeves Athletic Complex 10211 W Parmer Lane, Austin	J AJ	R D	Stoddard Gordon	E. Reed Denise
Lord of Life Lutheran Church 9700 Neenah Avenue, Austin	J AJ	R D	Harrison Derryberry	Dan Shirley
Northwest Fellowship 13427 Pond Springs Road, Austin	J AJ	D R	Brenner Carter	Carla Nancy
Rattan Creek Park Community Center 7617 Elkhorn Mountain Trail, Austin	J AJ	D R	Cummings Sherrod	Sharon Mack
RE Hartfield Performing Arts Center 5800 McNeil Drive, Austin	J AJ	D R	Beyer Childers	Lana Benny
Bartlett Town Hall 140 W Clark Street, Bartlett	J AJ	D R	VanPraag Jaster	Jane Cathy
Cedar Park High School 2150 Cypress Creek Road, Cedar Park	J AJ	R D	Zaharias Horton	Dave Harriet
Cedar Park Library 550 Discovery Boulevard, Cedar Park	J AJ	R D	Richardson Pillay	Ann Logan
Cedar Park Randalls 1400 Cypress Creek Road, Cedar Park	J AJ	R D	Martin Rathbun	Sandra Mina

Appointment of Judge and Alternate Judge for Joint General and Special Elections
November 6, 2018

Cedar Park Recreation Center	J	D	Vasudevan	Vera
1435 Main Street, Town Center, Cedar Park	AJ	R	Small	Cheryl
Highland Estates Ind Retirement Living	J	R	Poe	Timothy
1500 N Lakeline Boulevard, Cedar Park	AJ	D	Dulaney	Michael
Vista Ridge High School	J	R	Jewett	Jon
200 S Vista Ridge Boulevard, Cedar Park	AJ	D	Soliz	Jesse
St. Peter's Church of Coupland	J	R	Carroll	Shannon
108 Wathen Street, Coupland	AJ	D	Craig	Randall
Andice Community Center	J	R	Kohn	David
6600 FM 970, Florence	AJ	D	Johnson	Linda
Florence High School	J	R	Wemheuer	Robert
401 FM 970, Florence	AJ	D	Stauber	James
County Central Maintenance Facility	J	R	Helms	Debra
3151 SE Inner Loop, Georgetown	AJ	D	Rendon	Diana
Cowan Creek Amenity Center	J	R	Cody	Cathy
1433 Cool Spring Way, Georgetown	AJ	D	Kienenberger	Cameron
First Baptist Church	J	R	Stutzman	Brad
1333 W University Avenue, Georgetown	AJ	D	Smith	Marie
Georgetown Housing Authority	J	R	Schrowang	Russ
210 W 18th Street, Bldg 1, Georgetown	AJ	D	Witherspoon	Kenneth
Georgetown Randalls	J	R	Gill	E. Diane
5721 Williams Drive, Georgetown	AJ	D	Griffith	Mary
GISD Administration Bldg	J	R	Livermore	Anthony
603 Lakeway Drive, Georgetown	AJ	D	Spangenberg	William
Main Street Baptist Church- Ministry Center	J	D	Smith	Diane
111 W 10th Street, Georgetown	AJ	R	Crown	Paul
Parks and Recreation Administration Building	J	R	Johnson	Donna
1101 N College Street, Georgetown	AJ	D	Massey	Nan
Sun City Social Center	J	R	Jindra	Michael
2 Texas Drive, Georgetown	AJ	D	Briggs	Florence

Appointment of Judge and Alternate Judge for Joint General and Special Elections
November 6, 2018

The Delaney at Georgetown Village 359 Village Commons Blvd, Georgetown	J AJ	D R	Harr Craig	Steven Sherry
Williamson County Inner Loop Annex 301 SE Inner Loop, Georgetown	J AJ	R D	Hughes Torres	Anna Virginia
Granger Brethren Church 306 W Broadway Street, Granger	J AJ	R D	Smith Spanel	Bryan Deborah
Hutto City Hall 401 W Front Street, Hutto	J AJ	R D	Harp Fitzpatrick	Donna Kate
The Original Hutto Schools on College 302 College Street, Hutto	J AJ	D R	Hosek Colello	Larry Tracy
Jarrell Memorial Park - Community Center 1651 CR 305, Jarrell	J AJ	R D	Wills Fisher	Darlana Charles
Leander Church of Christ 300 Crystal Falls Parkway, Leander	J AJ	D R	Applewhaite Lattrell	John Joanne
Leander High School 3301 S Bagdad Road, Leander	J AJ	R D	George Finkelstein	Gaylon Mary
Leander Public Library 1011 S Bagdad Road, Leander	J AJ	R D	Hampton Dominguez	Janet Arturo
LISD Technology Building, TECH A & B 315 S West Drive, Leander	J AJ	R D	Crabtree Clark	James Robert
Rouse High School 1222 Raider Way, Leander	J AJ	R D	Pollastro Howell	Jennifer Jennifer
Liberty Hill High School 16500 W SH 29, Liberty Hill	J AJ	R D	Griffin Baer-Austin	Wes Linda
Baca Senior Center 301 W Bagdad Avenue, Bldg 2, Round Rock	J AJ	D R	Erickson Zumbahlen	Terry Marie
Brushy Creek Community Center 16318 Great Oaks Drive, Round Rock	J AJ	R D	Patrolia Garrett	Wendi Birda
Cedar Ridge High School 2801 Gattis School Road, Round Rock	J AJ	R D	Overman Gier	Azucena Robert

Appointment of Judge and Alternate Judge for Joint General and Special Elections
November 6, 2018

Fern Bluff MUD Community Center 7320 Wyoming Springs Drive, Round Rock	J AJ	R D	Dziadziola Morgan	David Cathy
Forest Creek Elementary School 3505 Forest Creek Drive, Round Rock	J AJ	R D	Armbruster Ferris	Steven Jeff
JB & Hallie Jester Annex 1801 E Old Settlers Boulevard, Round Rock	J AJ	R D	Guzman Benningfield	Lila Julie
Round Rock High School 300 N Lake Creek Drive, Round Rock	J AJ	R D	Pitts Barbini	P. Richard Charlotte
Round Rock Presbyterian Church 4010 Sam Bass Road, Round Rock	J AJ	R D	Pool Webre	Darryl Catherine
Round Rock Randalls 2051 Gattis School Road, Round Rock	J AJ	R D	McMasters Thompson	Sonia Dianne
Round Rock Sports Center 2400 Chisholm Trail Drive, Round Rock	J AJ	R D	Pavlovich Afsah	Mark Ghazala
San Gabriel Rehab & Care 4100 College Park Drive, Round Rock	J AJ	R D	Garza Edwards	Dan Lydia
Sleep Inn & Suites 1980 S IH 35, Round Rock	J AJ	D R	Felthausen Risinger	James Ronny
Teravista Community Center 4211 Teravista Club Drive, Round Rock	J AJ	R D	Merris Williams Bailey	Cathy Yolande
The Fellowship Church of Round Rock 3379 Gattis School Road, Round Rock	J AJ	R D	Guzman Gunn	Richard Susan
Main Street Events Center 3101 North Main Street, Taylor	J AJ	R D	Collins Newman	Gayle Maria
Taylor City Hall 400 Porter Street, Taylor	J AJ	D R	Brown Werner	Betty Pat
Taylor Public Library 801 Vance Street, Taylor	J AJ	R D	Naizer Rex	Joe J. Bart
St John Lutheran Church 409 S Main Street, Thrall	J AJ	R D	Prillaman Yerby	Michael Barbara

Appointment of Judge and Alternate Judge for Joint General and Special Elections
November 6, 2018

First Baptist Church of Weir
315 FM 1105, Weir

J R Papick
AJ D Thomas

Phil
Ashley

SIGNED this _____ day of August, 2018.

Dan A. Gattis, County Judge

Hays County Polling Places

November 6, 2018

7 a.m. - 7 p.m.

PCT.	POLLING PLACE	APPOINTED	CITY
110	New Life Christian Center	(R) Steve Whigham (D) Sidney Braverman	San Marcos
111/112	Dunbar Center	(D) Rudy Rodriguez (R) Robert McMillan	San Marcos
113	Hays County Health Dept.	(D) Rose Brooks (R) Phyllis Kindred	San Marcos
120	San Marcos Housing, CM Allen Hms	(D) Sonia Hernandez (R) Rex Wiegand	San Marcos
125	Chapa Middle School	(D) Vanessa Westbook (R) Bill Sinor	Kyle
127	Eikon Church	(R) Karen Enterline (D) Vickie Simpson	Kyle
129	City of Kyle Fire Station #2	(D) Lacy Waller Sousa (R) Linda Samaniego	Kyle
221	ACC Hays Campus	(R) Michele Christie (D) Gerald Haschke	Kyle
223	Kyle City Hall	(D) Penny Krug (R) Larry Thompson	Kyle
224	Buda City Hall	(R) Robert Watts (D) Esparanza "Hope" Palacios	Buda
225	Hays County Precinct 2 Office	(R) Stu Hoyt (D) Gary Grafel	Kyle
226	Hays Hills Baptist Church	(R) Tal Angelosante (D) Jo Burdette	Buda
228	McCormick Middle School	(D) Verna Kaye Walters (R) Patricia Commander	Buda
229	County Line Water Supply	(D) Nancy Hart (R) Janice Thompson	Umland
230/236/238	Southern Hills Church of Christ	(R) John Ambrose (D) Linda Ables	Buda
232	Dahistrom Middle School	(R) George Vanderhule (D) Perry Young	Buda
234	Goforth Water Supply	(D) Aart Braud (R) Brian Giegert	Niederwald
301/315	First Baptist Church - San Marcos	(R) Richard Gonzales (D) Adolfo "Bobby" Rodriguez	San Marcos
316/317	Stone Brook Seniors	(D) Adan Moreno (R) Eric Patterson	San Marcos
318/330/334	Crockett Elementary School	(D) Nick Hoover (R) Jane Rice	San Marcos
332	Travis Elementary School	(D) Betsy Singleton (R) Tyler Carlson	San Marcos
333	Wimberley Community Center	(R) Judy Dunn (D) Velma Morales	Wimberley
335	Cypress Creek Church	(R) Bo Dressner (D) Dana Hartoin	Wimberley
336	Brookdale - Horizon Bay at San Marcos	(D) Charles Campise (R) Bobette Elliott	San Marcos
337	VFW Post 6441 Hall	(R) Jamie Clark (D) David Shepherd	Wimberley
339	Hays Fire Station #12	(R) Robert Hernandez (D) Jeff Rasco	San Marcos

413/414	Allenwood Homes	(D) Aart Millecam (R) Mike Jones	San Marcos
415	Fire Station #5	(D) Curtis Wayne Taylor (R) Gordon Jones	San Marcos
416/417/418	Blanco Vista School	(D) Amy Lou Cox (R) Herman Fabela	San Marcos
419/420/421	Wallace Middle School	(R) Carl Clauss (D) Linda Rodriguez	Kyle
440	Henly Fire Station	(R) Gary Hale (D) Dottie Laferney	Dripping Springs
441	Dripping Springs Church of Christ	(R) Ernie Banasau (D) Richard Boltz	Dripping Springs
442	Friendship Creekside Fellowship	(R) John Robertson (D) Karen Crowther	Austin
443	Belterra Welcome Center	(R) Dan Robison (D) Barbara Story	Austin
444	Sunset Canyon Baptist Church	(R) Mary Clarkson (D) Lucinda Kapral	Dripping Springs
447	Promiseland Church	(R) Mike McKie (D) Sharon West	San Marcos
449	DSISD Administration Office	(R) Sharon Hudson (D) Sybil Floyd	Dripping Springs

Central Count:

Jeff McGill – Tabulation

Jennifer Anderson – Central Count Station Manager

Republican Party Term Appointments

Precinct	Position	Name
101	PJ	Maria Segina
102	PJ	Alana L. Denning
103	PJ	Maury Deluca
105	PJ	David Nallé
105	AJ	Thomas (Gil) G Burrell
106	PJ	Daniel (Danny) Lytle
107	PJ	Douglas Fortune
109	PJ	Nancy Desher
110	PJ	Tim E. Bradberry
110	AJ	Yvonne "Denise" Schmidt
111	PJ	William (Will) Lutz
111	AJ	Janice (Jan) Boyle
111	AJ	Richard Jacobsen
112	PJ	Eric Vining
112	AJ	Miriam Joy Moorman
113	PJ	Roy (Lee) Hill
117	PJ	Verona A. Thornton
120	PJ	Joel William Chapman
123	PJ	Sharon Dunkin
123	AJ	Mark Hughes
132	PJ	Linda Klemett
133	PJ	Rosemary "Rose" Heard
133	AJ	Timothy Rupert
135	PJ	Michelle Mayberry
136	PJ	Vernon "Les" Wall
137	PJ	Barbara Egliht
137	AJ	Sonya Hicks
140	PJ	Noemi (Neomi) Delgado
140	AJ	Armando "Blue" Delgado
145	PJ	Anne Butler
145	AJ	MARTHA GOLD THOMPSON
146	PJ	Emmy McDaniel
148	PJ	Kevin Pakenham
148	AJ	Terry Lee Davis
148	AJ	Alvie Lee Nichols
149	PJ	Carol Olewin

150	PJ	Leslie H. Lewis
150	AJ	Dillard "D.A." Swope
151	PJ	Bradley S Tegeler
152	AJ	Fred Blood
152	PJ	Michele Blood
153	PJ	Walter Horton
153	AJ	Peggy Horton
153	AJ	HUICHEN ROGERS
154	PJ	Charles (Gary) Belcher
154	AJ	Cynthia (Cindy) Belcher
156	PJ	Jeanine Marie Adinaro
164	PJ	Janice K Roling
164	AJ	Paula Bautista
202	PJ	Natalie Axe
202	AJ	Jim Allen Rowe
202	AJ	Sharon Tisdale
205	PJ	Joan Huntley
205	AJ	Michael Magner
205	AJ	Billy Don Miller
205	AJ	Elpidio (Pete) H. Buantello
206	PJ	Barbara Tumey
206	AJ	Jacob Miller
207	PJ	Charles Greener
207	AJ	Rosemary Greener
209	PJ	Bonnie Patton
209	AJ	Melanie Kay Fetty
211	PJ	Clay Chip Smith
214	PJ	Obie Hasty
214	AJ	Louis T. Dubuque
215	PJ	Mary Heffernan
215	AJ	Shellynne Wucher
215	AJ	Arturo Munoz
219	EJ	Earl Wellborn, III
219	AJ	Lavanna Wellborn
219	AJ	Junious Arrant
222	PJ	Mary Ann Davis
222	AJ	Frank Davis
225	PJ	Daniel Caballero
225	AJ	Mary Lado
229	PJ	Cynthia Karen Tourne
229	AJ	Mary Baldeschwiler

229	AJ	Ruth Maria Gutierrez
231	AJ	Janet Parks
231	PJ	Sylvia Huntsman
231	AJ	Charlene Casillas
232	AJ	Kathryn Aldredge
234	AJ	Charlene Morris
234	PJ	Michael Morris
235	PJ	Virginia Baker
236	PJ	Robert L. Green
236	AJ	Betty Blomquist
236	AJ	Jarred Parnell
237	PJ	Cornelia Foster
238	PJ	Mary Toubin
239	PJ	Roy (Dan) D. Bristow
240	PJ	Kent Thomas
240	AJ	Lisa Thomas
242	PJ	Christopher Curry
243	PJ	Charlene Casillas
244	PJ	Brad Ellis
245	PJ	Laurinda Smith
247	PJ	Richard Brook
248	PJ	H. Bruce Latour
248	AJ	Marilyn Monroe-Scnear
249	PJ	Todd Warren
249	AJ	Rogelio Rabago
250	PJ	Lex Henderson
251	PJ	Laurie Worsham
251	AJ	Mary Atwood Ward
251	AJ	Hili Park
252	AJ	Susan Ross
252	PJ	LYNN MCWILLIAMS MAZZARE
253	PJ	Linda Becker
253	AJ	Allan Becker
253	AJ	Jesse Eckelkamp
253	AJ	Patsy Eckelkamp
254	PJ	Karen Flanagan
254	AJ	Celinda Kay Antilley
256	PJ	Russell Keene
258	PJ	James Ainsworth
258	AJ	Matt Lawrence
258	AJ	Barbara Miller

259	PJ	Debra Clonts
262	AJ	Linda Dumin
262	PJ	Donna Carlson
263	PJ	Elizabeth Babin
263	AJ	David Babin
263	AJ	Linda D. Cook
266	PJ	Rebecca McElroy
267	PJ	Sheri Radomsky
267	AJ	Emma Ruth Cox "Ruth"
273	PJ	Bob York
273	AJ	Alice York
275	PJ	Arleen Nicastro
277	PJ	Kevin Wright
301	PJ	Marieulla (Sandy) Cox
301	AJ	SANDRA WILLIAMS
302	PJ	George Armstrong
302	AJ	Patricia Dorsey
302	AJ	Kay Mayo
303	AJ	Claire Smith
303	AJ	Diane Klotz
303	PJ	Isabel Christina Cano
303	AJ	Elizabeth Chyne Lamb
304	PJ	Judith "Judy" Bollom
304	AJ	Elizabeth Lowary
306	PJ	John Ellis
306	AJ	Jennifer Ellis
307	PJ	Judy Kay Moore
307	AJ	Becky Kittleman
308	AJ	Shaeleen (Shae) Tibbets
308	PJ	Donna Elizabeth Williams
309	PJ	Steven John Gerlofs
310	PJ	Charles Burton Barrett
312	PJ	Summer Wise Yen
312	AJ	Anthony Yen
312	AJ	Alton Orville Moore
314	PJ	Johnny Chambless II
315	PJ	Jason Denny
316	PJ	John Omalia
316	AJ	Patricia Omalia
317	PJ	Stephen Marshall
317	AJ	CHRISTOPHER CRANIS

319	PJ	John Dolliver
319	AJ	James "Jim" Cardle
319	AJ	Sara Swanson
319	AJ	Mary Wellings
324	PJ	Michael Hutton
324	AJ	K. Renee St. Laurent
324	AJ	Daniel E. Gonzalez
325	AJ	Scott Burdulis
325	PJ	Nubia Devine
326	PJ	Shelley Bockhorn
327	PJ	John Ellett
328	PJ	Joe Pacheco
328	AJ	Debra (Debbie) Lynne Ramirez
329	PJ	Chris Stillwell
329	AJ	Thomas Kozy
330	PJ	Annette Vandewerken
330	AJ	Laura L. Works
331	PJ	Linda Everton
331	AJ	Marvin Rasmussen
331	AJ	Kevin Sutherland
332	PJ	Pamela Florence Bradley
333	AJ	Kevin Countie
333	AJ	Timothy (Tim) Miller
333	PJ	Robert (Bob) Bisciglia
334	PJ	Carleton Smith
334	AJ	Daniel (Dan) Kolar
334	AJ	Darline Loretta Austin
334	AJ	Kathleen Manning
334	AJ	Jospeh D. Mitchell
334	AJ	Daniel Sieczkowski
335	PJ	Thomas Camardo
335	AJ	SAM AMATO
335	AJ	Todd S. Douglas
336	PJ	John (Jack) Murray
337	PJ	Joe Villarreal
337	AJ	Jane Keene
337	AJ	John Kovas
338	PJ	Alfred "Buzzy" Buck
338	AJ	Mary Laviolette
339	PJ	Catherine Jan Jankowski
339	AJ	Charles "Chuck" Barbato

339	AJ	Barbara Whitlock
339	AJ	Donald Redman
340	PJ	Kelton Dillard
342	PJ	Susan Donaldson
342	AJ	David Donaldson
342	AJ	Stephen Laban
346	AJ	Sharon Campbell
346	AJ	Sheri Gassaway
347	PJ	Barbara V. Conley
347	AJ	April McCarley
349	AJ	Barbara Ann Peters
349	AJ	Maria Burbridge
349	PJ	Melissa Keshlear
349	AJ	Eric Ramberg
350	PJ	Rojelio Rice
352	PJ	Julie Hertenberger
352	AJ	Katherine Blakely
354	PJ	Carol Debish
354	AJ	Richard Cardiel
354	AJ	Jeffrey Kent
354	AJ	Yolanda Anthony
354	AJ	Dwain Alton James
359	PJ	Kenneth BARTA
359	AJ	Linda (Margo) Ely
359	AJ	Russell Gallahan
360	PJ	Marco Ramirez
360	AJ	Ray Marr
360	AJ	Janice Woodall Goodsell
361	PJ	Deborah Ann Penn
363	PJ	Kenneth P. McDaniel
364	PJ	Benjamin (Ben) B. Harry
364	AJ	Janice Harry
364	AJ	Pamela Cho
365	PJ	Billy Joe McCarty
366	AJ	Lee Austin Seale
366	PJ	Richard Henry Bennett
366	AJ	James Dillon Wilson
367	AJ	Sarah Fedorchak
367	PJ	Ronald Fedorchak
367	AJ	Janelle "Jan" Hesselsweet
368	PJ	Paul Mims

369	AJ	Charlotte A. Clopton
369	PJ	Lanny Lancelot M. Clopton
369	AJ	Carla C. Birk
369	AJ	Barbara H. Twigg
370	PJ	James Harold Spencer
370	AJ	Gerry Katherine Spencer
370	AJ	Linda Matthews
371	PJ	Mary Royder
371	AJ	Janice Miller
372	PJ	John H. (Jack) Bretherick
372	AJ	Stanley Bruce Cline
373	AJ	Darlene Goddard
373	PJ	Robert Shirley
374	PJ	Michael "Mike" Snyder
374	AJ	Patricia Ballard
375	PJ	ROGER MARCUM
375	AJ	MAUREEN MARCUM
401	PJ	Robert (Bob) John Wilson
401	AJ	Beverly (Bev) Mae Wilson
401	AJ	Janet Sue Elman
402	PJ	Debra Staton
402	AJ	Dwight D Reagan
402	AJ	Lila Reagan
405	PJ	Olivia Garcia
406	AJ	Elizabeth "Beth" Williams
406	PJ	Luis "Mike" Miguel Rodriguez
406	AJ	Michael Perrissi
406	AJ	Pamela (Pam) Sue Williams
407	PJ	Stefanie May Feyereisen
408	PJ	Louis Dye
409	PJ	Marshall Davis
410	PJ	Jon Fisher
410	AJ	David Kelly
410	AJ	Kathy Kelly
410	AJ	John Creech
411	PJ	Henry Wisniewski
414	PJ	Paula White-McAuley
415	PJ	Shirley Howe
415	AJ	Gary Howe
417	PJ	Charles R.Harrington

417	AJ	Krystal Harrington
420	AJ	Gilbert M Spring Jr.
420	PJ	Morris Woods
424	PJ	RONALDLEROY BROWN
427	PJ	Mark Overstreet
431	PJ	Julia Diggs
431	AJ	Charles "Charlie" Diggs
431	AJ	Erin Keryn King
435	PJ	Floyd Clark
435	AJ	Leticia Salazar
435	AJ	Marcia Sliger
439	PJ	Rebecca Turrubiate
441	PJ	John Torrance
441	AJ	Mary Grace Salazar
441	AJ	Raynaldo L. Salazar
441	AJ	Cheryl Kaderli
443	PJ	ANITA MICHELLE REDIX
447	PJ	Marion (Michelle) Goheen
448	PJ	Kenneth Stanton Bjork II
448	AJ	Sylvia Mendoza
450	PJ	George Edward Wier
451	PJ	Bobby (Bob) W. Freeman
451	AJ	Ola (Ann) Freeman
451	AJ	Sue Shrader
452	PJ	Stan Reed
454	AJ	Anthony Paul Slagle
454	PJ	David Wayne Kemp
458	AJ	Jean Grosso
458	PJ	Cindy Trautmann
461	PJ	Brittany Nicole McIntyre
463	PJ	Mercy Grace Ziegler

Democratic Party Term Appointments

PCT	Position	Party	Name	Name
101	Presiding Judge	Democrat	Andy Mauney	
103	Presiding Judge	Democrat	Lavearn Johnson	
105	Presiding Judge	Democrat	Bonny Krahn	
113	Presiding Judge	Democrat	Jane Denson	
117	Presiding Judge	Democrat	Annie Baker	
121	Presiding Judge	Democrat	Isaiah Williams	
122	Presiding Judge	Democrat	Ronald Reed	
123	Presiding Judge	Democrat	Victor To	
124	Presiding Judge	Democrat	Andrew Schindler	
130	Presiding Judge	Democrat	Sara Jane	
133	Presiding Judge	Democrat	Arthur Turner	
137	Presiding Judge	Democrat	Suzie Sparks	
138	Presiding Judge	Democrat	Cynthia Douglas	
139	Presiding Judge	Democrat	Saundra Ragona	
140	Presiding Judge	Democrat	Mary Guerrero	
145	Presiding Judge	Democrat	Gil Ortiz	
146	Presiding Judge	Democrat	Ervin Jackson	
148	Presiding Judge	Democrat	Betty Burris	
151	Presiding Judge	Democrat	Margery Mackey	
164	Presiding Judge	Democrat	Teresa McCaster	
200	Presiding Judge	Democrat	Whitney Thurman	
206	Presiding Judge	Democrat	Robert Tumey	
207	Presiding Judge	Democrat	Mstislav Talivera	
211	Presiding Judge	Democrat	Paul Birdsall	
212	Alternate Presiding Judge	Democrat		Candace Kimbrough
214	Presiding Judge	Democrat	Barbara Hunt	
217	Presiding Judge	Democrat	Judy Hughes	
218	Presiding Judge	Democrat	Joseph Nieto	
222	Presiding Judge	Democrat	Margarette Kaylor	
226	Presiding Judge	Democrat	Deborah Sharp	
231	Presiding Judge	Democrat	Barbara Barron	
232	Alternate Presiding Judge	Democrat		Jackie Cano
235	Presiding Judge	Democrat	Caroline Reynolds	
236	Presiding Judge	Democrat	Joseph Reynolds	
237	Presiding Judge	Democrat	Kay Gaul	
238	Presiding Judge	Democrat	David Mann	
239	Presiding Judge	Democrat	Janis Reinken	
241	Presiding Judge	Democrat	Lisa Zaleski	

244	Alternate Presiding Judge	Democrat		Alton Moore
245	Alternate Presiding Judge	Democrat		Jim Bryce
247	Alternate Presiding Judge	Democrat		Patti Edelman
250	Presiding Judge	Democrat	Teresa Wisely	
251	Presiding Judge	Democrat	Ricardo Chivana	
252	Presiding Judge	Democrat	Alice Kubacak	
254	Presiding Judge	Democrat	JacquelineCollins	
256	Alternate Presiding Judge	Democrat		James Thomas
268	Presiding Judge	Democrat	Roy Ewing	
301	Presiding Judge	Democrat	Cherie Pavlica	
304	Alternate Presiding Judge	Democrat	Alexandra Richmond	
305	Alternate Presiding Judge	Democrat		Erin Ziaja
308	Alternate Presiding Judge	Democrat		Jo Ann Richmond
312	Alternate Presiding Judge	Democrat		Holly McKee
314	Alternate Presiding Judge	Democrat		Virginia Knapp
317	Alternate Presiding Judge	Democrat		Marvin Hecker
318	Alternate Presiding Judge	Democrat		Shawn Only
320	Alternate Presiding Judge	Democrat		Andrea Adamko
321	Presiding Judge	Democrat	Dahlia Gutierrez	
323	Presiding Judge	Democrat	Simon Hall	
326	Presiding Judge	Democrat	Linda Lee	
327	Presiding Judge	Democrat	Dona Stalworth	
328	Presiding Judge	Democrat	Patricia Pope	
329	Presiding Judge	Democrat	Merressa Anton	
330	Alternate Presiding Judge	Democrat		Allison Collier
333	Presiding Judge	Democrat	Barbara Mason	
335	Presiding Judge	Democrat	Matthew Morgan	
338	Presiding Judge	Democrat	Ann Patterson	
339	Presiding Judge	Democrat	Herminia Salinas	
342	Presiding Judge	Democrat	David Donaldson	
346	Alternate Presiding Judge	Democrat		Margaret Izutsu
349	Presiding Judge	Democrat	Leonard Baumel	
350	Presiding Judge	Democrat	Alina Ramos	
351	Presiding Judge	Democrat	Michael Sarahan	
352	Presiding Judge	Democrat	Robert Zimmer	
354	Presiding Judge	Democrat	Paula Klier	
358	Presiding Judge	Democrat	Barbara Fetonte	
359	Alternate Presiding Judge	Democrat		Carla Schaefer
362	Presiding Judge	Democrat	Jimi Chow	
364	Presiding Judge	Democrat	Matthew Hardacker	
369	Alternate Presiding Judge	Democrat		Barb Twigg

370	Alternate Presiding Judge	Democrat		Joyce Snodgrass
371	Alternate Presiding Judge	Democrat		Diana Rolette
372	Alternate Presiding Judge	Democrat		Tainsa Jeffers Bernard
373	Alternate Presiding Judge	Democrat		Irene Carrillo
402	Presiding Judge	Democrat	Olga Zuniga	
404	Presiding Judge	Democrat	Tina Jackson	
405	Presiding Judge	Democrat	Betty Phillips	
408	Presiding Judge	Democrat	Michael Stephens	
409	Presiding Judge	Democrat	Rolando Pena	
410	Presiding Judge	Democrat	Daryl Jones	
414	Presiding Judge	Democrat	Stephen Boiko	
420	Presiding Judge	Democrat	Yolanda Natal	
421	Presiding Judge	Democrat	Jason Snell	
430	Presiding Judge	Democrat	Lisa Garza	
431	Presiding Judge	Democrat	James Green	
433	Presiding Judge	Democrat	Carol Geiger	
435	Presiding Judge	Democrat	Rene Trevino	
437	Presiding Judge	Democrat	Mary Diaz	
439	Presiding Judge	Democrat	Gavino Fernandez	
442	Presiding Judge	Democrat	Suzanna Berkel	
446	Presiding Judge	Democrat	Harley Max Fisher	
447	Presiding Judge	Democrat	Robert Flores	
448	Presiding Judge	Democrat	Wesley Sullivan	
451	Presiding Judge	Democrat	Robert Puhger	
460	Presiding Judge	Democrat	Richard Luciano	
463	Presiding Judge	Democrat	Ben Thompson	

ORDER
ESTABLISHING CENTRAL COUNTING STATION
JOINT GENERAL AND SPECIAL ELECTIONS
November 6, 2018

On this 14th day of August 2018, the Commissioners Court of Williamson County, Texas, does hereby establish one Central Counting Station for counting the ballots for the Joint General and Special Elections being held on Tuesday, November 6, 2018. The Central Counting Station shall be established and organized pursuant to Chapter 127, Subchapter "A," of the Election Code.

The Central Counting Station shall be located at the Williamson County Inner Loop Annex, 301 SE Inner Loop, Georgetown, Texas.

The following officers are appointed to serve at the Central Counting Station:

Christopher J. Davis, Counting Station Manager;

Brandon Jenkins, Tabulation Supervisor;

Julie Seippel, Assistant to Tabulation Supervisor;

B. Suzy Stublar, Presiding Judge; and,

Jose Orta, Alternate Presiding Judge.

SIGNED this _____ day of August 2018.

Dan A. Gattis, County Judge

EVBB and Central Count:

Central Count: Jeff McGill – Tabulation Jennifer Anderson – Central Count Station Manager

EVBB-Early Voting Ballot Board

Republican (16)

Russell Hayter - Judge
John Ambrose
Rhonda Ambrose
Ken Nicolas
Debra Nicolas
Bob Parks
Cassie Dyson
Lauren Wilber
Ken Roberts
Barbara Roberts
Charles Bonney
Janet Bonney
James Green
Greg Ashcraft
Jeff Hudgens
Rex Wiegand

Democratic (16)

Jon Leonard
Linda Rodriguez
Donna Haschke – Alt Judge
Curtis Wayne Taylor
Dana Hartoin
Nick Hoover
Paul Parrish
Gerald Haschke
Bobbie Garza Hernandez
Ana Juarez
Lori Moya
Bill Burns
Judy Burns
Debra Chavez
Ray Chavez
Jeannie Lewis

Libertarian (s)

Chelsea Meckel
Richard Hanson
Charles Hubbard

Travis County Central Counting Station Staff

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

Election Board Meeting – 18 July, 2018

Meeting was called to order at 1303 by meeting chair Jennifer Anderson, Elections Administrator.

Members present:

Russell Hayter, Republican Party Chair

Donna Haschke, Democratic Party Chair

Chelsa Meckel, Libertarian Party Chair

Gary Cutler, Sheriff

Members not present:

Bert Cobb, Judge

Business

- Agenda item 1: reading of Early Voting Ballot Board recommendations. Vote: all in favor.

Republican (16)	Democratic (16)	Libertarian (3)
Russell Hayter	Jon Leonard	Chelsa Meckel
John Ambrose	Judge Linda Rodriguez	Richard Hanson
Rhonda Ambrose	Donna Haschke	Charles Hubbard
Ken Nicolas	Curtis Wayne Taylor	
Debra Nicolas	Dana Hartoin	
Bob Parks	Nick Hoover	
Cassie Dyson	Paul Parrish	
Lauren Wilber	Gerald Haschke	
Ken Roberts	Bobby Garza Hernandez	
Barbara Roberts	Ana Juarez	
Charles Bonney	Lori Moya	
Janet Bonney	Bill Burns	
James Green	Judy Burns	
Greg Ashcraft	Debra Chavez	
Jeff Hudgens	Ray Chavez	
Rex Wiegand	Jeannie Lewis	

- Agenda item 2: Signature Verification Committee selection, date TBD. The committee will consist of 10 people with 5 members each from the Republican and Democratic parties, and an additional 3 members present from the Libertarian Party. The same members may sit on the Early Voting Ballot Board.
 - Motion to appoint the entirety of the Early Voting Ballot Board list to the Signature Verification Committee with the understanding that only 5 from each major party may serve. Vote: all in favor.

Meeting was adjourned at 1317 by meeting chair Jennifer Anderson.

Republican Party Early Voting Ballot Board 2018-2020

Member	Albright
Gloria	Alva
Frederick	Fox
Janelle	Ligarde
Ramona	Padilla
Patrice	Schexnayder
Scott	Stewart
Kate	Whitaker
Bunny	Joubert
Cora	Hilliard
Rachel	Havens
Theresa	Alvarez
Nancy	Podio
Caroline	Reynolds
Ida	Jeppesen
Margarette	Kaylor
Vivian	Willis
Martha	Renfro
Anne	Young
Gregory	Ellett
Sandra	Ragona
Bruce	Malcolm
Kelly	Miller
Gwen	Graf
Danita	Nelson
Christina	Schmit
David	Matustik
Doris	Williams
Cecilia	Crossley
Marge	Ferrell
Wendy	Gordon
Riki	Markowitz
Brenda	Bell
Robert	Hendricks
Darlene	Wallace
Alice	King
Rebecca	Pokluda

Republican Party Early Voting Ballot Board 2018-2020

Harry Latour - Alt Presiding Judge	Vicki Ann Couch
Tom Camardo - Alt Presiding Judge	Deborah Kraig
Mary Eichner - Alt Presiding Judge	James Myron Knight
Shirley Brinkman	Kristi Brown
Lieb Wallace Koehl	Linda Durnin
Ramona Callaway Koehl	RICHARD ALLEN
Michael Morris	Pamela Armour
Verona A. Thornton	Karen Sieczkowski
Deborah Ann Penn	HUICHEN ROGERS
Claire Smith	Ellen Filtress
Ryan (Brad) Bradford Ellis	Cynthia Karen Tourne
Charlene Morris	Karen Anne Palmer
Alice Sheth	Jospeh D. Mitchell
Jayant Sheth	Jeanine Marie Adinaro
John Murray	James Dillon Wilson
Miriam Joy Moorman	Todd Warren
Sonya Hicks	Robert (Bob) John Wilson
Doris Walls	Beverly (Bev) Mae Wilson
Carol Olewin	Marcia Sliger
Margaret Wilson	Philip Shaver
Susan Soderstrom	Stan Reed
Joyce Melugin	Paul Beutelman
Joe Villarreal	Renee Lockwood Zapata
Leslie H. Lewis	Yvette Lapee
David Kelly	Carla C. Birk
Kathy Kelly	Grace Germany
Janice (Jan) Boyle	Deborah Powers
Todd S. Douglas	Kathleen Webster
Sharon Dunkin	Jarred Parnell
Jean Dubcak	Erin Keryn King
Shellynne Wucher	Dwight D Reagan
Robert Dornan	Lila Reagan
Perrienne Askew	Linda D. Cook
Betty King	
Katherine Vonwupperfeld	
Margaret Elaine Brown	
Janie Dykes	
Ngozi Anyatonwu	
Linda Berezin	
Donna Elizabeth Williams	