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THE STATE OF TEXAS
COUNTY OF FORT BEND

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

THIS CONTRACT made by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as "County" and the City of Missouri City hereinafter referred to as "Political Subdivision," pursuant to Texas Election Code Sections 31.092 and 271.002 for a joint May 9, 2015 election to be administered by John Oldham, Fort Bend County Elections Administrator, hereinafter referred to as "Elections Administrator."

THIS CONTRACT is subject to the written approval of the Fort Bend County Attorney and shall not be binding on the parties until such written approval is obtained. Upon written approval of the Fort Bend County Attorney and the participating parties, this CONTRACT shall be binding on said parties.

RECITAL

The City of Missouri City is holding a General Election on May 9, 2015 (at the expense of Political Subdivision) for the purpose of electing Municipal Officers.

The County owns an electronic voting system, the Hart InterCivic eSlate and the eScan Voting System, 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 set forth by Texas Election Code Section 61.012. Political Subdivision desires to use the County's electronic voting system and to compensate the 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.

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

I. ADMINISTRATION

The parties agree to hold a "Joint Election" in accordance with Chapter 271 of the Texas Election Code and this agreement. The Fort Bend County Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this agreement. Political Subdivision agrees to pay Fort Bend County for equipment, supplies, services, and administrative costs as provided in this agreement. The Fort Bend County Elections Administrator shall serve as the administrator for the Joint Election; however, the Political Subdivision shall remain responsible 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 the Political Subdivision.

It is understood that other political subdivisions may wish to participate in the use of the County's electronic voting system and polling places, and it is agreed that Fort Bend County and the Elections Administrator may enter into other joint election agreements and contracts for election services for those purposes on terms and conditions generally similar to those set forth in this contract. Political Subdivision agrees that Fort Bend County may enter into joint election agreements with other political subdivisions that may have territory located partially or wholly within the boundaries of Political Subdivision, and in such case all parties sharing common territory shall share a joint ballot on the county's electronic voting system at the applicable polling places. In such cases, costs shall be pro-rated among the participants according to Section X of this contract.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance

shall a voter be permitted to receive 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.

II. LEGAL DOCUMENTS

Political Subdivision 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 Political Subdivision's governing body, charter, or ordinances.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of Political Subdivision, including translation to languages other than English. Political Subdivision shall provide a copy of their respective election orders and notices to the Elections Administrator.

III. VOTING LOCATIONS

The Elections Administrator shall select and arrange for the use of and payment for all Election Day voting locations. Voting locations will be, whenever possible, the usual voting location for elections in Political Subdivision. The proposed voting locations are listed in Attachment A of this agreement. In the event a voting location is not available, the Elections Administrator will arrange for use of an alternate location with the approval of the Political Subdivision. The Elections Administrator shall notify the Political Subdivision of any changes from the locations listed in Attachment A.

If polling places for the May 9, 2015 joint election are different from the polling place(s) used by Political Subdivision in its most recent election, Political Subdivision agrees to post a notice no later than May 8, 2015 at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and stating the political subdivision's polling place names and addresses in effect for the May 9, 2015 election.

IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

Fort Bend County shall be responsible for the appointment of the presiding judge and alternate judge for each polling location in accordance with Chapter 32 of the Texas Election Code. The Elections Administrator shall make emergency appointments of election officials if necessary.

Upon request by the Elections Administrator, Political Subdivision agrees to assist in recruiting polling place officials who are bilingual (fluent in both English and Spanish).

The Elections Administrator shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code, and will take the necessary steps to insure that all election judges appointed for the Joint Election are eligible to serve.

The Elections Administrator shall arrange for the training and compensation of all election judges and clerks. The Elections Administrator shall arrange for the date, time, and place for presiding election judges to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections Administrator notifying the person of the appointment, the time and location of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

Each election judge and clerk will receive compensation at an hourly rate established by Fort Bend County pursuant to Texas Election Code Section 32.091. Judges and Clerks will be compensated for actual time working at a polling place, time spent preparing the polling location prior to Election Day, and time spent attending any training classes required to successfully conduct the election. The election judge 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 Elections Administrator may employ other personnel necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of supplies during early voting and on Election Day, and for the efficient tabulation of ballots at the central counting station. 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 rate set by Fort Bend County.

It is agreed by all parties that at all times and for all purposes hereunder, all election judges, clerks, and all other personnel involved in this election are independent contractors and are not employees or agents of the County. No statement contained in this Agreement shall be construed so as to find any judge, clerk, or any other election personnel an employee or agent of the County, and no election personnel shall be entitled to the rights, privileges, or benefits of County employees except as otherwise stated herein, nor shall any election personnel hold himself out as an employee or agent of the County, unless considered a county employee as determined by the Fort Bend County Human Resources Department. It is further agreed by all parties that at all times and for all purposes hereunder, all election judges, clerks, and all other personnel involved in this election are independent contractors and are not employees or agents of Political Subdivision. No statement contained in this Agreement shall be construed so as to find any judge, clerk, or any other election personnel an employee or agent of Political Subdivision, and no election personnel shall be entitled to the rights, privileges, or benefits of Political Subdivision employees except as otherwise stated herein, nor shall any election personnel hold himself out as an employee or agent of Political Subdivision, unless considered an employee of the City of Missouri City as determined by the Human Resources Department of the city of Missouri City.

V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator shall arrange for all election supplies and voting equipment including, but not limited to official ballots, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the election judges at the voting locations. At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive 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.

Political Subdivision shall furnish the Elections Administrator 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 and text in each language in which Political Subdivision's ballot is to be printed). This list shall be delivered to the Elections Administrator prior to the deadlines as described in section XVI. Political Subdivision shall be responsible for proofreading and approving the ballot insofar as it pertains to Political Subdivision's candidates and/or propositions.

VI. EARLY VOTING

The participating authorities agree to conduct joint early voting and to appoint the Election Administrator as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 of the Texas Election Code. The participating authorities agree 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 Fort Bend County pursuant to Section 83.052 of the Texas Election Code.

Early Voting by personal appearance will be held at the locations, dates, and times listed in Attachment "B" of this document. Any qualified voter of the Joint Election may vote early by personal appearance at any one of the joint early voting locations.

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted

by mail received by Political Subdivision shall be forwarded immediately by fax or courier to the Elections Administrator for processing.

The Elections Administrator shall provide Political Subdivision a copy of the early voting report on a daily basis and a cumulative final early voting report following the election.

VII. EARLY VOTING BALLOT BOARD

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

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

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

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

Counting Station Manager:	John Oldham, Elections Administrator
Tabulation Supervisor:	Robin Heiman, Assistant Elections Administrator
Presiding Judge:	James Guen, Equipment Technician

The counting station manager or his representative shall deliver timely cumulative reports of the election results as precincts report to the central counting station and are tabulated. The manager shall be responsible for releasing cumulative totals and precinct returns from the election to the joint participants, candidates, press, and general public by distribution of hard copies or electronic transmittals by facsimile (when so requested) and by posting to the Elections Administrator's web page located at "www.fortbendvotes.org".

The Elections Administrator will prepare the unofficial canvass reports after all precincts have been counted, and will deliver a copy of the unofficial canvass to the Political Subdivision as soon as possible after all returns have been tabulated. All participating authorities shall be responsible for the official canvass of their respective elections.

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

IX. RUNOFF ELECTION

Political Subdivision shall have the option of extending the terms of this agreement through its runoff election, if applicable. In the event of such runoff election, the terms of this agreement shall automatically extend unless the Political Subdivision notifies the Elections Administrator in writing within 10 days of the original election.

Political Subdivision shall reserve the right to reduce the number of early voting locations and/or Election Day voting locations in any runoff election.

X. ELECTION EXPENSES AND ALLOCATION OF COSTS

Political Subdivision agrees to share the costs of administering the Joint Election. Allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared among the total number of political subdivisions. Costs for polling places shared by the County, Political Subdivision, and other political subdivisions shall be pro-rated equally among the participants utilizing that polling place.

Any expenses incurred in the rental of polling place facilities shall be attributed directly to the participants utilizing that polling location.

It is agreed that the normal rental rate charged for the County's voting equipment used on Election Day shall be pro-rated among the participants utilizing each polling location.

Costs for Early Voting by Personal Appearance shall be allocated as shown in Attachment C of this document.

Political Subdivision agrees to pay Fort Bend County an administrative fee equal to ten percent (10%) of its total billable costs in accordance with Section 31.100(d) of the Texas Election Code.

XI. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Political Subdivision may withdraw from this agreement and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code. Political Subdivision is fully liable for any expenses incurred by Fort Bend County on behalf of Political Subdivision plus an administrative fee of ten percent (10%) of such expenses. Any monies deposited with the county by Political Subdivision shall be refunded, minus the aforementioned expenses and administrative fee if applicable.

XII. 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 Political Subdivision 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 Political Subdivision.

XIII. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. Political Subdivision agrees that any recount shall take place at the offices of the Elections Administrator, and that the Elections Administrator shall serve as Recount Supervisor and Political Subdivision's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

XIV. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, that other districts and political subdivisions may wish to participate in the use of the County's election equipment and voting places, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.
2. The Elections Administrator shall file copies of this document with the Fort Bend County Treasurer and the Fort Bend County Auditor in accordance with Section 31.099 of the Texas Election Code.
3. In the event that legal action is filed contesting Political Subdivision's election under Title 14 of the Texas Election Code, Political Subdivision shall choose and provide, at its own expense, legal counsel for the County, the Elections Administrator, and additional election personnel as necessary.
4. 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.
5. The parties agree that under the Constitution and laws of the State of Texas, neither Fort Bend County nor Political Subdivision can enter into an agreement whereby either party agrees to indemnify or hold harmless another party; therefore, all references of any kind, if any, to indemnifying or holding or saving harmless for any reason are hereby deleted.
6. This agreement 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 Fort Bend or Harris Counties, Texas.
7. In the event of one of more of the provisions contained in this Agreement 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 agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
8. 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.
9. The waiver by any party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.
10. Any amendments of this agreement shall be of no effect unless in writing and signed by all parties hereto.

XV. COST ESTIMATES AND DEPOSIT OF FUNDS

It is estimated that Political Subdivision's obligation under the terms of this agreement shall be \$21,355.00 The Political Subdivision agrees to pay to Fort Bend County a deposit of \$12,813.00 which is approximately sixty (60) percent of the total estimated obligation of Political Subdivision to the County under this agreement. This deposit shall be paid to Fort Bend County within 10 days after the final candidate filing deadline. The exact amount of the Political Subdivision's obligation under the terms of this agreement shall be calculated after the May 9, 2015 election (or runoff election, if applicable), and if the amount of the Political Subdivision's obligation exceeds the amount deposited, the Political

Subdivision shall pay to Fort Bend County the balance due within thirty (30) days after receipt of the final invoice from the Elections Administrator. However, if the amount of the Political Subdivision's obligation is less than the amount deposited, Fort Bend County shall refund to the Political Subdivision the excess amount paid within thirty (30) days after final costs are calculated.

XVI. RESULT OF NON-COMPLIANCE OF DEADLINES

The Political Subdivision agrees that it shall provide ballot details to the Elections Office not later than the 64th day (March 6, 2015) before the election. It is understood that if the ballot details are not provided to the Elections Office by the 59th day before the election (March 11, 2015) that the Elections Office may impose a penalty fee of \$1000.00 assessed to the total cost. It is also understood that if the ballot details are not provided to the Elections Office by the 57th day before Election Day (March 13, 2015), this contract will be declared null and void and it will be the responsibility of the political entity to conduct a separate election.

IN TESTIMONY HEREOF, this agreement, its multiple originals all of equal force, has been executed on behalf of the parties hereto as follows, to-wit:

- (1) It has on the 7 day of April, 2015 been executed on behalf of Fort Bend County by the County Judge and the Elections Administrator pursuant to the Texas Election Code so authorizing;
- (2) It has on the 16 day of February, 2015 been executed on behalf of the City of Missouri City by its Presiding Officer or authorized representative, pursuant to an action by the City Council of the City of Missouri City.

ATTEST:

Laura Richard
Laura Richard, County Clerk

FORT BEND COUNTY

By Robert E. Hebert
Robert E. Hebert, County Judge



ATTEST:

Maria Gonzalez
Maria Gonzalez, City Secretary

CITY OF MISSOURI CITY

By Allen Owen
Allen Owen, Mayor

CONTRACTING OFFICER

John Oldham
John Oldham
Elections Administrator

APPROVED AS TO FORM:

By Marcus Spencer
Marcus Spencer
Assistant County Attorney

Attachment A

<u>Precincts</u>	<u>District</u>	<u>Polling Place</u>	<u>Address</u>	<u>City</u>	<u>Zip</u>
2061(p), 2108	B,C,D	Elkins High School	7007 Knights Ct	MISSOURI CITY	77459
2077	A,B	Glover Elementary School	1510 Columbia Blue Dr	MISSOURI CITY	77489
2050, 2089	B	Hunters Glen Elementary School	695 Independence Blvd	MISSOURI CITY	77459
2033, 2090, 2091	B,D	Lantern Lane Elementary School	3323 Mission Valley Dr	MISSOURI CITY	77459
4049(p), 4127	C	Lexington Creek Elementary School	2335 Dulles Ave	MISSOURI CITY	77459
2092, 2093	A,B	Meadowcreek Clubhouse	2410 LaQuinta Dr	MISSOURI CITY	77459
2059, 2075, 2081	A	Missouri City Community Center	1522 Texas Parkway	MISSOURI CITY	77489
1109 (p)	D	Mustang Community Center	4521 FM 521	FRESNO	77545
4062	D	Palmer Elementary School	4208 Crow Valley Dr	MISSOURI CITY	77459
2115, 2136	B,D	Quail Valley East Clubhouse	2206 Turtle Creek Dr	MISSOURI CITY	77459
4028, 2078(p), 2112(p)	A,B,C,D	Quail Valley Elementary School	3500 Quail Village	MISSOURI CITY	77459
4030	D	Quail Valley Middle School	3019 FM 1092	MISSOURI CITY	77459
4065 (p)	D	Austin Parkway Elem. School	4400 Austin Parkway	SUGAR LAND	77479
MCH 506	A	Fondren Park Community Center	11800 McLain BLVD	HOUSTON	77071

Early Voting Schedule May 9, 2015 Joint Election

Fort Bend ISD, Lamar CISD, Needville ISD, Stafford MSD, City of Arcola, City of Beasley, City of Fulshear, City of Kendleton, City of Meadows Place, City of Missouri City, City of Needville, City of Richmond, City of Rosenberg, City of Simonton, City of Stafford, City of Sugar Land, Village of Pleak, FBC MUD 18 & Fulshear MUD 1

Schedule for: Irene Stern Community Center - 6920 Fulshear-Katy Road, Fulshear, TX
Missouri City Community Center – 1522 Texas Pkwy, Missouri City, TX
Fort Bend County Road & Bridge – 3743 School Street, Needville, TX
Fort Bend County Rosenberg Annex – 4520 Reading Road, Rosenberg, TX

<u>Day</u>	<u>Date</u>	<u>Hours</u>
Monday – Friday	April 27 – May 1, 2015	8:00 a.m. to 5:00 p.m.
Saturday	May 2, 2015	8:00 a.m. to 5:00 p.m.
Sunday	May 3, 2015	CLOSED
Monday - Tuesday	May 4 – 5, 2015	7:00 a.m. to 7:00 p.m.

Schedule for: First Colony Conference Center – 3232 Austin Parkway, Sugar Land, TX
Hightower High School – 3333 Hurricane Lane, Missouri City, TX
Four Corners Community Center – 15700 Old Richmond Rd, Sugar Land, TX
Sugar Land Branch Library - 550 Eldridge, Sugar Land, TX
James Bowie Middle School – 700 Plantation Dr, Richmond, TX
Randall’s – 5800 New Territory Blvd., Sugar Land, TX

<u>Day</u>	<u>Date</u>	<u>Hours</u>
Monday – Friday	April 27 – May 1, 2015	8:00 a.m. to 7:00 p.m.
Saturday	May 2, 2015	8:00 a.m. to 5:00 p.m.
Sunday	May 3, 2015	CLOSED
Monday - Tuesday	May 4 – 5, 2015	7:00 a.m. to 7:00 p.m.

Schedule for: Lost Creek Park – 3703 Lost Creek Blvd, Sugar Land, TX
Sugar Land City Hall – 2700 Town Center Blvd. North, Sugar Land, TX
Sienna Branch Library – 8411 Sienna Springs Blvd, Missouri City, TX

<u>Day</u>	<u>Date</u>	<u>Hours</u>
Monday – Friday	April 27 – May 1, 2015	10:00 a.m. to 7:00 p.m.
Saturday	May 2, 2015	CLOSED
Sunday	May 3, 2015	CLOSED
Monday – Tuesday	May 4 – 5, 2015	7:00 a.m. to 7:00 p.m.

Early Voting Schedule May 9, 2015 Joint Election

Schedule for: Fort Bend ISD Admin. Bldg. – 16431 Lexington Blvd., Sugar Land, TX
Willowridge High School – 16301 Chimney Rock, Houston, TX

<u>Day</u>	<u>Date</u>	<u>Hours</u>
Monday – Friday	April 27 – May 1, 2015	8:00 a.m. to 7:00 p.m.
Saturday	May 2, 2015	CLOSED
Sunday	May 3, 2015	CLOSED
Monday - Tuesday	May 4 – 5, 2015	7:00 a.m. to 7:00 p.m.

Schedule for: Meadows Place City Hall – One Troyan Dr., Meadows Place, TX
Stafford City Hall – 2610 Main Street, Stafford, TX
Beasley City Hall – 319 S. 3rd Street, Beasley, TX
Quail Valley Fund Office – 3603 Glenn Lakes Lane, Missouri City, TX
Richmond Water Maintenance Facility – 110 N. 8th St., Richmond, TX

<u>Day</u>	<u>Date</u>	<u>Hours</u>
Monday – Friday	April 27 – May 1, 2015	8:00 a.m. to 5:00 p.m.
Saturday	May 2, 2015	CLOSED
Sunday	May 3, 2015	CLOSED
Monday - Tuesday	May 4 – 5, 2015	7:00 a.m. to 7:00 p.m.

Schedule for: Stafford MSD Administration Bldg – 1625 Staffordshire Rd, Stafford, TX

<u>Day</u>	<u>Date</u>	<u>Hours</u>
Monday – Friday	April 27 - May 1, 2015	7:30 a.m. to 4:30 p.m.
Saturday	May 2, 2015	CLOSED
Sunday	May 3, 2015	CLOSED
Monday – Tuesday	May 4 - 5, 2015	7:00 a.m. to 7:00 p.m.

Attachment C

Election Day		<u> </u>	<u> </u>	<u> </u>	<u> </u>
h. Election Day supply kits	14 x	\$35 /	<u>2</u>	<u>\$245</u>	<u> </u>
i. Election Day JBCs	14 x	\$125 /	<u>2</u>	<u>\$875</u>	<u> </u>
j. Election Day laptop PC's	14 x	\$50 /	<u>2</u>	<u>\$350</u>	<u> </u>
k. Election Day label printers	14 x	\$25 /	<u>2</u>	<u>\$175</u>	<u> </u>
l. Election Day eSlates	<u>75</u> x	<u>\$100</u> /	<u>2</u>	<u>\$3,750</u>	<u> </u>
m. Election Day Cell Phones	<u>14</u> x	<u>\$7</u> /	<u>2</u>	<u>\$49</u>	<u> </u>
5. Preparation and transportation of voting equipment & supplies					
a. Early Voting & Election Day				<u>\$350</u>	<u> </u>
6. Polling Place Rental - Election Day (TEC § 43.031, 43.033)					
a. Election (number of polling places rented)				<u>\$250</u>	<u> </u>
7. Publication of electronic voting system notices) (TEC § 127.096(a))					
a. Election				<u>\$40</u>	<u> </u>
8. Miscellaneous election expenses (itemize)					
a. General					
Ballot Layout & Coding				<u>\$300</u>	<u> </u>
Absentee Ballots -Printed & Mailed @ \$1.00				<u>\$450</u>	<u> </u>
Mileage reimbursements				<u>\$150</u>	<u> </u>
Election Day Field Techs & other Temp workers				<u>\$600</u>	<u> </u>
				<u>\$0</u>	<u> </u>
				<u>\$0</u>	<u> </u>
<i>SUBTOTAL</i>				<u>\$19,414</u>	<u> </u>
9. Election Services Contract Administrative Fee (10%) (TEC § 31.100(d))					
a. Election				<u>\$1,941</u>	<u> </u>
10. Cost of Joint election				<u>\$21,355</u>	<u> </u>



City Secretary

1522 Texas Parkway
Missouri City, Texas 77489

Phone: 281.403.8500
www.missouricitytx.gov

THE STATE OF TEXAS
COUNTY OF FORT BEND

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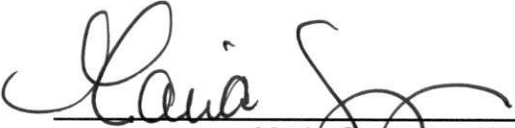
CERTIFICATE TO COPY OF PUBLIC RECORD

I hereby certify in the performance of the functions of my office that the attached instrument is a true and correct copy of Ordinance No. O-15-07, adopted by the City Council of the City of Missouri City, Texas, on February 16, 2015, as the same appears of record in my office and that said document is an official record from the office of the City Secretary, City of Missouri City, Fort Bend County, State of Texas, and is kept in said office.

I further certify that I, Maria Gonzalez, am the City Secretary of the City of Missouri City, that I have legal custody of said record, and that I am a lawful possessor and keeper of the records in said office.

In witness whereof I have hereunto set my hand and affixed the official seal of said office this 19th day of February, 2015.





Maria Gonzalez, TRMC
City Secretary
City of Missouri City, Texas

ORDINANCE NO. O-15-07

AN ORDINANCE OF THE CITY OF MISSOURI CITY, TEXAS, PROVIDING FOR A GENERAL ELECTION TO BE HELD ON MAY 9, 2015, FOR THE PURPOSE OF ELECTING SINGLE-MEMBER DISTRICT COUNCIL MEMBERS FOR DISTRICTS A, B, C, AND D; PROVIDING FOR A JOINT ELECTION ON MAY 9, 2015, WITH OTHER ENTITIES CONTRACTING WITH FORT BEND COUNTY FOR THIS JOINT ELECTION; PROVIDING FOR ELECTION PRECINCTS AND POLLING PLACES; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT.

* * * * *

WHEREAS, the City Council of the City of Missouri City, Texas (the "City") has determined that a general election should be held in the City for the purpose of electing single-member district council members for Districts A, B, C, and D; and

WHEREAS, the City Council wishes to proceed with the ordering of such election and the City Council has determined that holding such election on a uniform election date is in the public interest;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MISSOURI CITY, TEXAS:

Section 1. That a general municipal election is hereby called and ordered for the 9th day of May, 2015, at which election all qualified voters residing within the corporate limits of the City of Missouri City may vote for the purpose of electing single-member district council members for Districts A, B, C, and D for full two-year terms. Said election shall be held in accordance with the Texas Election Code.

Section 2. That for the general election called and ordered for the purpose of electing single-member district council members for Districts A, B, C, and D, the Fort Bend County Elections Administrator shall act as Contracting Officer. The election officials for each City of Missouri City precinct in Fort Bend County and Harris County shall be designated by the Fort Bend County Elections Administrator; and such election officials shall conduct the City's general election in accordance with a "Joint Election Agreement and Contract" to be approved and entered into. The Fort Bend County Elections Administrator is hereby authorized and instructed to provide and furnish all necessary election supplies for all City precincts. The official mailing address of the Fort Bend County Elections Administrator is 301 Jackson Street, Richmond, Texas 77469, and the physical address is 4520 Reading Road, Suite A-400, Rosenberg, Texas 77471. Voting at such election shall be upon the eSlate electronic voting system.

Section 3. That the polling places for the voting precincts in the City of Missouri City shall be at the locations as set forth in Exhibit A, attached hereto and made a part hereof.

Section 4. That the polls of each of the polling places on election day shall be open from 7:00 a.m. to 7:00 p.m.

Section 5. That early voting by personal appearance shall be at the locations, dates, and times as set forth in Exhibit B, attached hereto and made a part hereof. Exhibit B may be automatically modified without the necessity of further action of the City Council to include additional or different early voting locations, dates, and times designated by the Fort Bend County Elections Administrator to conform to the Joint Election Agreement and Contract.

Section 6. Early voting by personal appearance shall be by the eSlate electronic voting system. Early voting by mail shall be by paper ballot processed through the Hart Intercivic Ballot Now system by an Early Voting Ballot Board.

Section 7. The Fort Bend County Elections Administrator shall receive applications for a ballot to be voted by mail until the close of business on Thursday, April 30, 2015. Requests for applications should be delivered to 4520 Reading Road, Suite A-400, Rosenberg, Texas 77471; mailed to the Fort Bend County Elections Administrator, 301 Jackson Street, Richmond, Texas 77469; or faxed to 281-341-4418.

Section 8. The results shall be canvassed and the returns shall be declared in accordance with state law.

Section 9. It is further found and determined that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 10. The Mayor shall have the authority to take, or cause to be taken, all actions reasonable and necessary to ensure that the election is fairly held and returns properly counted and tabulated for the canvass of the election returns by the City Council in accordance with state law.

Section 11. Any ordinance or any part of an ordinance in conflict herewith shall be and is hereby repealed only to the extent of such conflict.

Section 12. That if any section, subsection, sentence, clause, or phrase of this ordinance, or the application of same to a particular set of persons or circumstances, should for any reason be held to be invalid or adjudged unconstitutional by a court of competent jurisdiction, such invalidity shall not affect the remaining portions of this ordinance, and to such end the various portions and provisions of this ordinance are

declared to be severable; and the City Council of the City of Missouri City, Texas, declares it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

PASSED, APPROVED, AND ADOPTED on first and final reading this 16th day of February, 2015.



ALLEN OWEN
Mayor

ATTEST:



MARIA GONZALEZ
City Secretary

APPROVED AS TO FORM:



CAROLINE KELLEY
City Attorney

EXHIBIT A

The polling places on Election Day, May 9, 2015, for the voting precincts in the City of Missouri City are as follows:

Missouri City Precinct No. 1 -

Boundaries: That portion of Harris County election Precinct No. 506 located within the City

Polling Place: Fondren Park Community Center
11800 McLain Boulevard
Houston, Texas

Missouri City Precinct No. 2 -

Boundaries: That portion of Fort Bend County election Precinct No. 4065 located within the City

Polling Place: Austin Parkway Elementary School
4400 Austin Parkway
Sugar Land, Texas

Missouri City Precinct No. 3 -

Boundaries: Those portions of Fort Bend County election Precinct Nos. 4049 and 4127 located within the City

Polling Place: Lexington Creek Elementary School
2335 Dulles Avenue
Missouri City, Texas

Missouri City Precinct No. 4 -

Boundaries: Those portions of Fort Bend County election Precinct Nos. 2061 and 2108 located within the City

Polling Place: Elkins High School
7007 Knights Court
Missouri City, Texas

Missouri City Precinct No. 5 -

Boundaries: That portion of Fort Bend County election Precinct No. 2077 located within the City

Polling Place: Glover Elementary School
1510 Columbia Blue Drive
Missouri City, Texas

Missouri City Precinct No. 6 -

Boundaries: That portion of Fort Bend County election Precinct Nos. 2050 and 2089 located within the City

Polling Place: Hunters Glen Elementary School
695 Independence Blvd.
Missouri City, Texas

Missouri City Precinct No. 7 -

Boundaries: Those portions of Fort Bend County election Precinct Nos. 2033, 2090, and 2091 located within the City

Polling Place: Lantern Lane Elementary School
3323 Mission Valley Drive
Missouri City, Texas

Missouri City Precinct No. 8 -

Boundaries: Those portions of Fort Bend County election Precinct Nos. 2092 and 2093 located within the City

Polling Place: Meadowcreek Clubhouse
2410 LaQuinta Drive
Missouri City, Texas

Missouri City Precinct No. 9 -

Boundaries: Those portions of Fort Bend County election Precinct Nos. 2059, 2075, and 2081 located within the City

Polling Place: Missouri City Community Center
1522 Texas Parkway
Missouri City, Texas

Missouri City Precinct No. 10 -

Boundaries: That portion of Fort Bend County election Precinct No. 4062 located within the City

Polling Place: Palmer Elementary School
4208 Crow Valley Drive
Missouri City, Texas

Missouri City Precinct No. 11 -

Boundaries:

Those portions of Fort Bend County election Precinct Nos. 2115 and 2136 located within the City

Polling Place:

Quail Valley East Clubhouse
2206 Turtle Creek Drive
Missouri City, Texas

Missouri City Precinct No. 12 -

Boundaries:

That portion of Fort Bend County election Precinct Nos. 2078 and 2112 located within the City

Polling Place:

Quail Valley Elementary School
3500 Quail Village Drive
Missouri City, Texas

Missouri City Precinct No. 13 -

Boundaries:

That portion of Fort Bend County election Precinct No. 4030 located within the City

Polling Place:

Quail Valley Middle School
3019 F.M. Road 1092
Missouri City, Texas

Missouri City Precinct No. 14 -

Boundaries:

That portion of Fort Bend County election Precinct No. 1109 located within the City

Polling Place:

Mustang Community Center
4521 F.M. Road 521
Fresno, Texas

Missouri City Precinct No. 15 -

Boundaries:

That portion of Fort Bend County election Precinct No. 4028 located within the City

Polling Place:

Quail Valley Elementary School
3500 Quail Village Drive
Missouri City, Texas

Those portions of Fort Bend County Precincts Nos. 1097, 1114, 1118, 2088, 4044 and 4131 and Harris County Precinct No. 337 falling within the boundaries of the City of Missouri City but having no Missouri City residents will have no Missouri City election day polling places.

**EXHIBIT B
EARLY VOTING INFORMATION**

Schedule for: Irene Stern Community Center - 6920 Fulshear-Katy Road, Fulshear, TX
 Missouri City Community Center – 1522 Texas Pkwy, Missouri City, TX
 Fort Bend County Road & Bridge – 3743 School Street, Needville, TX
 Fort Bend County Rosenberg Annex – 4520 Reading Road, Rosenberg, TX

<u>Day</u>	<u>Date</u>	<u>Hours</u>
Monday – Friday	April 27 – May 1, 2015	8:00 a.m. to 5:00 p.m.
Saturday	May 2, 2015	8:00 a.m. to 5:00 p.m.
Sunday	May 3, 2015	CLOSED
Monday - Tuesday	May 4 – 5, 2015	7:00 a.m. to 7:00 p.m.

Schedule for: First Colony Conference Center – 3232 Austin Parkway, Sugar Land, TX
 Hightower High School – 3333 Hurricane Lane, Missouri City, TX
 Four Corners Community Center – 15700 Old Richmond Rd, Sugar Land, TX
 Sugar Land Branch Library - 550 Eldridge, Sugar Land, TX
 James Bowie Middle School – 700 Plantation Dr., Richmond, TX
 Randall's – 5800 New Territory Blvd., Sugar Land, TX

<u>Day</u>	<u>Date</u>	<u>Hours</u>
Monday – Friday	April 27 – May 1, 2015	8:00 a.m. to 7:00 p.m.
Saturday	May 2, 2015	8:00 a.m. to 5:00 p.m.
Sunday	May 3, 2015	CLOSED
Monday - Tuesday	May 4 – 5, 2015	7:00 a.m. to 7:00 p.m.

Schedule for: Lost Creek Park – 3703 Lost Creek Blvd., Sugar Land, TX
 Sugar Land City Hall – 2700 Town Center Blvd. North, Sugar Land, TX
 Sienna Branch Library – 8411 Sienna Springs Blvd., Missouri City, TX

<u>Day</u>	<u>Date</u>	<u>Hours</u>
Monday – Friday	April 27 – May 1, 2015	10:00 a.m. to 7:00 p.m.
Saturday	May 2, 2015	CLOSED
Sunday	May 3, 2015	CLOSED
Monday – Tuesday	May 4 – 5, 2015	7:00 a.m. to 7:00 p.m.

Schedule for: Fort Bend ISD Admin. Bldg. – 16431 Lexington Blvd., Sugar Land, TX
Willowridge High School – 16301 Chimney Rock, Houston, TX

<u>Day</u>	<u>Date</u>	<u>Hours</u>
Monday – Friday	April 27 – May 1, 2015	8:00 a.m. to 7:00 p.m.
Saturday	May 2, 2015	CLOSED
Sunday	May 3, 2015	CLOSED
Monday - Tuesday	May 4 – 5, 2015	7:00 a.m. to 7:00 p.m.

Schedule for: Meadows Place City Hall – One Troyan Dr., Meadows Place, TX
Stafford City Hall – 2610 Main Street, Stafford, TX
Beasley City Hall – 319 S. 3rd Street, Beasley, TX
Quail Valley Fund Office – 3603 Glenn Lakes, Missouri City, TX
Richmond Water Maintenance Facility – 110 N. 8th St., Richmond, TX

<u>Day</u>	<u>Date</u>	<u>Hours</u>
Monday – Friday	April 27 – May 1, 2015	8:00 a.m. to 5:00 p.m.
Saturday	May 2, 2015	CLOSED
Sunday	May 3, 2015	CLOSED
Monday - Tuesday	May 4 – 5, 2015	7:00 a.m. to 7:00 p.m.

Schedule for: Stafford MSD Administration Bldg. – 1625 Staffordshire Rd, Stafford, TX

<u>Day</u>	<u>Date</u>	<u>Hours</u>
Monday – Friday	April 27 - May 1, 2015	7:30 a.m. to 4:30 p.m.
Saturday	May 2, 2015	CLOSED
Sunday	May 3, 2015	CLOSED
Monday – Tuesday	May 4 - 5, 2015	7:00 a.m. to 7:00 p.m.
