

ORDINANCE NO. 679

'CALLING THE MAY 7, 2016 GENERAL OFFICERS ELECTION'

AN ORDINANCE OF THE CITY OF GRANITE SHOALS, TEXAS, ORDERING A GENERAL ELECTION TO BE HELD ON MAY 7, 2016 TO ELECT THREE CITY COUNCIL MEMBERS; ESTABLISHING THE ELECTION PROCEDURE; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, on May 7, 2016 there shall be elected the following officials for the City of Granite Shoals (the "City"): three City Council Members; and

WHEREAS, the Texas Election Code is applicable to said election and this ordinance establishes procedures consistent with the Code, and designates the voting place for the election; and

WHEREAS, the City of Granite Shoals, Texas (hereinafter the "City") has made provision to contract with Burnet County to conduct the City's general election, pursuant to *Chapter 31, Tex. Elec. Code, and Chapter 791, Tex. Gov't Code* (the "Election Agreement" or "contract"), jointly with Marble Falls Independent School District and any other political subdivisions that hold elections on the same day in Precinct 3 and/or Precinct 18, as authorized in *Chapter 271, Tex. Elec. Code*.

NOW, THEREFORE, BE IT ORDAINED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF GRANITE SHOALS, TEXAS

SECTION 1. The General Election of the City shall be held on Saturday, May 7, 2016 to elect three City Council Members; Place 2, Place 4 and Place 6, to serve a term of two (2) years each. Candidates at the election for the above offices shall file their application to become candidates with the City Secretary of the City, at City Hall, 2221 N. Phillips Ranch Road, Granite Shoals, Texas 78654, between 8:00 a.m. on January 20, 2016 and 5:00 p.m. on February 19, 2016. All applications for candidacy shall be on a form as prescribed by the *Tex. Elec. Code*. The order in which the names of the candidates for each office are to be printed on the ballot shall be determined by a drawing conducted by the City Secretary.

SECTION 2

Notice of the election shall be given and the election shall be held in compliance with the provisions of the *Tex. Elec. Code* in all respects. The ballots for the election shall comply with the *Tex. Elec. Code* and be in the form provided by the City to the Burnet County Elections Administrator for use on the voting devices and ballots used by Burnet County.

SECTION 3. The Burnet County Elections Administrator and his/her employees and appointees, and the election judges, alternate judges and clerks properly appointed for the election, shall hold and conduct the election in the manner provided by contract with the City and the law governing the holding of general elections by home rule cities of the State of Texas; and the official ballots, together with such other election materials as are required by the *Tex. Elec. Code*, shall be prepared in both the English and Spanish languages and shall contain such provisions, markings and language as is required by law.

SECTION 4. Early voting, both by personal appearance and by mail, will be conducted by the Burnet County Elections Administrator who is designated and appointed as the Early Voting Clerk, in accordance with the *Texas Election Code*. Early voting by personal appearance shall be conducted at the times, places, and locations authorized by state law and the Burnet County Elections Administrator. Early voting shall commence on Monday, April 27, 2015, and continue through Tuesday, May 5, 2015. Early voting extended hours shall be held as established by Burnet County Elections Administrator.

SECTION 5. The election precincts for the election shall be the election precincts established by Burnet County, provided that each shall contain and include geographic area that is within the City. The polling place for each such election precinct shall be the polling place established by Burnet County for such election precincts in Burnet County and voting by residents of the City. The polls shall remain open on the day of the election from 7:00 a.m. to 7:00 p.m. The returns for precincts in Burnet County will be provided by precinct and the Burnet County Elections Administrator shall tabulate and provide the election returns for the election.

SECTION 6 The City Secretary, or designee, is instructed to aid the Burnet County Elections Administrator in the acquisition and furnishing of all election supplies and materials necessary to conduct the election as provided by the Election Agreement. The City Secretary is further authorized to give or cause to be given notices required for the election, and to take such other and further action as is required to conduct the election in compliance with the *Tex. Elec. Code* and *City Charter*; provided that, pursuant to the Election Agreement between Burnet County and the City, the Burnet County Elections Administrator shall have the duty and be responsible for organizing and conducting the election in compliance with the *Tex. Elec. Code*; and for providing all services specified to be provided in the Election Agreement. The Burnet County Elections Administrator shall give the notices required by the *Tex. Elec. Code* to be given for the election not required to be given by the City under the Election Agreement.

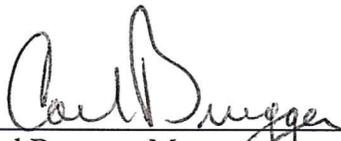
SECTION 7. The presiding judges, alternate presiding judges and clerks for the election shall be selected and appointed by Burnet County and its appointees in compliance with the requirements of state law, and such judges and clerks so selected by Burnet County and its appointees are hereby designated and appointed by the city council as the election officers, judges and clerks, respectively, for the holding of said general election. The presiding judges, alternate presiding judges and clerks shall perform the functions and duties of their respective positions that are provided by state law. The city council will further confirm the election judges and alternate election judges that are appointed by Burnet County for the election.

SECTION 8. Notice of the election shall be given by posting a notice containing a substantial copy of this ordinance on the bulletin board used for posting notice of meetings of the governing body at the City Hall and at the aforesaid election day polling places not later than the twenty-first (21st) day before the election, and by publishing said Notice of Election twice, not earlier than thirty (30) days nor later than ten (10) days prior to said election, in the official newspaper of the City. The notice that is posted, and the notice that is published in a newspaper of general circulation within the city, will be written in both English and Spanish.

SECTION 9. The election shall be held and conducted by the Burnet County Elections Administrator in compliance with state law and the Election Agreement. And, this Ordinance shall be in force and effect from and after its passage on the date shown below.

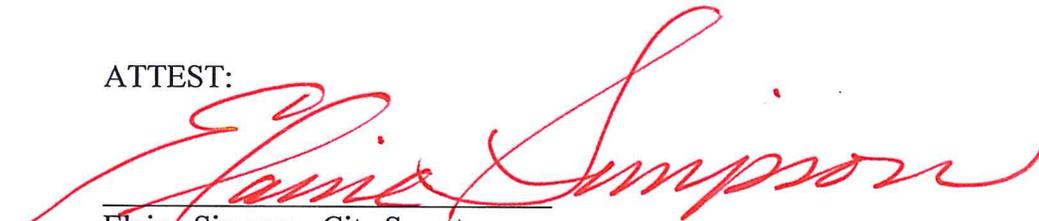
SECTION 10. It is hereby officially found and determined that this meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by the Open Meetings Act, *Chapter 551, Texas Government Code*.

PASSED AND APPROVED this 26th day of January, 2016



Carl Brugger, Mayor

ATTEST:



Elaine Simpson, City Secretary

JOINT ELECTION AGREEMENT 2015-2016

FOR BURNET COUNTY LOCAL POLITICAL SUBDIVISIONS

Whereas, the undersigned local political subdivisions, collectively referred to hereafter as the "LPSs", each anticipate holding election(s) from August 2015 to July 2016; and

Whereas, each of the LPSs is located partially or entirely within Burnet County, Texas (the "County"); and

Whereas, the County has contracted or is contracting with each LPS to conduct and provide election services for such LPS's election(s) from August 2015 to July 2016; and

Whereas, the LPSs all desire to enter into a joint election agreement for the purpose of sharing election equipment, costs, services of election officials, and sharing precinct polling locations and election ballots where appropriate.

NOW THEREFORE, the LPSs agree as follows:

- I. **Scope of Joint Election Agreement.** The LPSs enter this Joint Election Agreement ("Agreement") for the conduct of the elections to be held from August 2015 through July 2016.
- II. **Appoint Election Officer.** The LPSs appoint the Burnet County Elections Administrator to serve as the Election Officer for each LPS in order to perform and supervise the duties and responsibilities of the Election Officer for any election from August 2015 through July 2016.
- III. **Early Voting Polling Locations.** The Early Voting locations for the elections will be at the main Burnet Courthouse, 220 S. Pierce, Burnet, TX 78611 and the Courthouse South Annex in Marble Falls, 810 Steve Hawkins Pkwy., Marble Falls, TX 78654. The costs incurred in connection with the Burnet Courthouse Early Voting location will be shared only by the Burnet Consolidated Independent School District, the City of Burnet, the City of Bertram, the Central Texas Groundwater Conservation District (CTGCD) and Burnet County. The costs incurred in connection with the Courthouse South Annex Early Voting location will be shared only by the Marble Falls Independent School District, the City of Marble Falls, the City of Granite Shoals, the City of Cottonwood Shores, the City of Meadowlakes, the City of Highland Haven, the City of Horseshoe Bay, the CTGCD and Burnet County.
- IV. **Election Day Polling Locations.** Election Day voting shall be held in common precincts where appropriate at the dates, times, and locations recommended by the Election Officer and authorized and ordered by the governing body of each LPS. Those will be decided within one week after the last day to order an election.
- V. **Cost Sharing.** The LPSs agree to the cost sharing provisions below. This includes Burnet County, the school districts of the county, the cities of the county, and the Central Texas Groundwater Conservation District. Other entities pay a lump sum of \$1,000 for their election.
- VI. **Effective Date.** This Agreement becomes effective upon execution by the participating LPSs.
- VII. **Amendments.** This Agreement may not be amended or modified except in writing and executed by each LPS.

COST SHARING – NOVEMBER UNIFORM ELECTION DATE

- I. The following expenses will be shared equally by all LPSs holding an election including Burnet County: the newspaper notice for the Logic and Accuracy Test of the ballots, consumable election supplies, and ballot programming.
- II. The user fees for the voting equipment, election worker payroll, and mileage payments to poll workers will follow these cost sharing arrangements:
 - a. The county will bear at least 70% of these election costs at each voting location. The remaining 30% will be shared so that 20% is paid by the Independent School District (ISD) or CTGCD associated with the polling place and the remaining 10% is paid by any/all cities equally sharing the costs. If both the ISD and CTGCD are holding elections, they each pay 10%, with any/all cities equally sharing the remaining 10%.
 - b. If there is no city election, the ISD or CTGCD associated with the polling place pays 20% or 10% each and the county the remaining 80%. Subsequently, if there is no ISD or CTGCD election, any/all cities pay 10% of the costs associated with the polling place and the county pays 90%.
 - c. If there is no city, no ISD and no CTGCD election, the county pays 100% of the costs.
- III. It is acknowledged that cost sharing expenses will fluctuate depending upon the number of required polling locations and poll workers required as General Elections, held on even-numbered years, typically require more resources than Constitutional Amendment elections, held on odd-numbered years.

COST SHARING – MAY UNIFORM ELECTION DATE

- I. The following expenses will be shared equally by all LPSs holding an election including Burnet County: the newspaper notice for the Logic and Accuracy Test of the ballots, consumable election supplies, and ballot programming.
- II. The user fees for the voting equipment, election worker payroll, and mileage payments to poll workers will follow these cost sharing arrangements:
 - a. For polling locations conducting elections of the county: the county will bear 50% of the election costs at each voting location. The remaining 50% will be shared so that 40% is paid by the Independent School District (ISD) associated with the polling place and the remaining 10% is paid by any/all cities equally sharing the costs.
 - b. If there is no city election, the ISD associated with the polling place pays 50%. Subsequently, if there is no ISD election, any/all cities pay 50% of the costs equally.
 - c. If there is no city or ISD election the county pays 100%.
 - d. For polling locations NOT conducting elections of the county: the ISD pays 80% and any/all cities pay 20% equally.
 - e. If there is no city election, the ISD pays 100%.
 - f. If there is no ISD election, any/all cities pay 100% equally.

A cost estimate for the LPS election will be submitted separately.

APPROVED BY THE GOVERNING BODY OF Granite Shoals, TX in its meeting held the 26th day of January, 2016 and executed by its authorized representative.

By: Carl Burger
Name: CARL BURGER
Title: MAYOR

ACKNOWLEDGED BY:

Doug Ferguson
Elections Administrator, Burnet County, Texas

Date



THE COUNTY OF BURNET
Burnet, Texas 78611

June 29, 2015

Addressee List – Burnet County Local Political Subdivisions

Re: Contracts for Election Services, Joint Election Agreements, and November 2015

Dear friends in Burnet County:

Please read the enclosed contract and joint election agreement which are effective August 2015 to July 2016 and let me know if you have questions. The only change from last year is the wording of the Joint Election Agreement under Cost Sharing, section III. Typically we consolidate precincts for odd year November Constitutional Amendment elections but this year there may be a county-wide local option election which would force us to open all 20 county voting precincts for Election Day.

Your entity may sign and return the Contract and Joint Election Agreements at any time and they will be effective for the November 2015 and/or the May 2016 elections.

If you anticipate holding a November 2015 election, please contact me for the early voting schedule, a cost estimate and your Election Day polling locations. The complete election calendar for November is posted on the Texas Secretary of State's website at:

<http://www.sos.state.tx.us/elections/laws/november-election-calendar-2015.shtml>.

Thank you. We look forward to working with you this fall or in the spring of 2016. Please call or e-mail me your questions.

Best Regards,

Doug Ferguson
Burnet County Elections Administrator
220 S. Pierce
Burnet, TX 78611
512-715-5288

CONTRACT FOR ELECTION SERVICES

THIS CONTRACT FOR ELECTION SERVICES (this "Contract") is made and entered into by and between the ELECTIONS ADMINISTRATOR OF BURNET 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 an election during the term of this Contract and during any renewal term of this Contract (the "Election");

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

WHEREAS, the Contracting Officer and the 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 any election to resolve a tie.
- B. The Contracting Officer is hereby appointed to serve as the LPS's Election Officer and Early Voting Clerk to conduct the Election for those areas of the LPS located in Burnet County. As Election Officer and Early Voting Clerk, the Contracting Officer will coordinate, supervise and conduct all aspects of administering voting in connection with the Election in compliance with all applicable law except as otherwise provided in this Contract.
- 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 Burnet County.

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

- A. ***Nomination of Presiding Judges and Alternate Judges.*** The Contracting Officer shall recruit and appoint Election Day presiding and alternate judges, central accumulation station

H. Notice at 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 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 and 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 Early Voting Clerk for the election.

1. The Contracting Officer shall supervise and conduct early voting by mail and by personal appearance and shall secure personnel to serve as Early Voting Deputies.
2. Early Voting by personal appearance for the election shall be conducted during the hours and time period and at the locations as determined by the Contracting Officer.
3. The Contracting Officer shall receive mail ballot applications on behalf of the 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 behind the Burnet County Courthouse Annex at 1701 E. Polk St., Burnet, TX. Applications for mail ballots erroneously sent to the LPS shall be faxed promptly to the Contracting Officer for timely processing then the original application shall be forwarded to the Contracting Officer for proper retention.
4. Early voting ballots shall be secured and maintained at the Records Building at 1701 E. Polk St., Burnet, TX and in accordance with Chapter 87 of the Texas Election Code. The Early Voting Ballot Board shall meet at the same location unless posted differently.

L. Election Day Polling Locations. The 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 Election Day polling places and shall arrange for the setting up of the polling location including tables, chairs and voting booths.

M. Election Day Activities.

1. The Contracting Officer and staff shall be available from 6:00 am until the completion of vote counting on Election Day to render technical support and assistance to voters and

to be conducted. The LPS shall reimburse the Contracting Officer for the cost of such count which is not included in the original invoice.

S. *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.

T. *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.

U. *Department of Justice Preclearance for General Elections.* If required by law, any changes to the general conduct of voting in Burnet 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 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 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 of its jurisdiction in an electronic or printed format and shall advise the Contracting Officer of any 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 to 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 propositions showing the order and the exact manner in which the candidates' names and the propositions are to appear on the ballot. The LPS shall promptly review for correctness the ballot when requested by the Contracting Officer to do so prior to 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.

hereof and shall continue thereafter in full force and effect for one year, subject to the termination rights set forth herein.

- B. **Renewal.** Subject to the termination rights set forth herein, this Contract shall automatically renew for a one-year term.
- C. **Termination.** If either party wishes to terminate this Contract for convenience or for cause the party must provide thirty (30) business 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 Texas 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 Treasurer and Auditor.** In accordance with Section 31.099 of the Texas Election Code, the Contracting Officer agrees to file copies of this Contract with the County Treasurer and the County Auditor of Burnet County, Texas.

D. **Election to Resolve a Tie.** In the event that an election is necessary to resolve a tie vote, the terms of this 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 elections 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 election workers that worked in the first election; those poll workers will not have additional training provided by the Contracting Officer.

WITNESS BY MY HAND THIS THE 29th DAY OF June, 2015.

CONTRACTING OFFICER:

Doug Ferguson
Doug Ferguson, Elections Administrator
Burnet County, Texas

WITNESS BY MY HAND THIS THE 26th DAY OF January, 2016.

THE LOCAL POLITICAL SUBDIVISION:

Name of Entity: CITY OF GRANITE SHOALS

By: Carl Brugger

Printed Name: CARL BRUGGER

Official Capacity: MAYOR

ATTEST:

Elaine Simpson
City Secretary

