

RESOLUTION NO. 40-2007

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, APPROVING AN ELECTION AGREEMENT AND ELECTION SERVICES CONTRACT WITH KAUFMAN COUNTY FOR THE SPECIAL ELECTION/LOCAL OPTION ELECTION TO BE HELD NOVEMBER 6, 2007; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City Secretary's office received petitions on June 8, 2007, from the qualified voters of the City of Mesquite, Texas, desiring that a local option election be called to permit voting for or against the legal sale of mixed beverages in restaurants by food and beverage certificate holders only and the legal sale of beer and wine for off-premise consumption only; and

WHEREAS, pursuant to Section 501.032 of the Texas Election Code, the City of Mesquite shall call a local option election to consider whether to legalize the following local option election issues: (1) the legal sale of mixed beverages in restaurants by food and beverage certificate holders only and (2) the legal sale of beer and wine for off-premise consumption only, if a number of signatures of qualified voters contained in said petitions are equal to or great than 35 percent of the registered voters in the subdivision who voted in the most recent gubernatorial election; and

WHEREAS, the City Secretary has certified to the City Council of the City of Mesquite that the number of valid signatures of qualified voters contained in said petitions is equal to or greater than 7,584, that number being 35 percent of the registered voters in the City of Mesquite who voted in the most recent gubernatorial election as determined by the Dallas County Elections Department and the Kaufman County Elections Department; and

WHEREAS, the City Council of the City of Mesquite, Texas, has called a special local option election to be held November 6, 2007, for the purpose of determining whether to legalize the two local option election issues referenced above; and

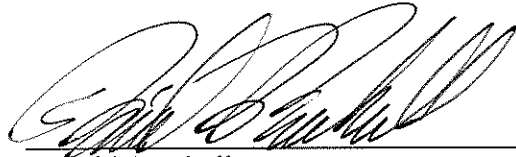
WHEREAS, the special local option election shall be administered by Kaufman County, for those City of Mesquite qualified voters living within Kaufman County, in accordance with the provisions of the Texas Election Code and the Charter and Ordinances of the City of Mesquite.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS:

SECTION 1. That the City Council hereby approves an election agreement and election services contract with Kaufman County for the November 6, 2007, special local option election in substantially the form and substance as attached hereto as Exhibit "A."

SECTION 2. That this resolution shall take effect immediately from and after its date of passage.

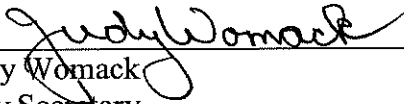
DULY RESOLVED by the City Council of the City of Mesquite, Texas, on this 18th day of September, 2007.



David Paschall  
Mayor Pro Tem

ATTEST:

APPROVED:



Judy Womack  
City Secretary



B. J. Smith  
City Attorney

**CONTRACT FOR ELECTION SERVICES**

THE STATE OF TEXAS

COUNTY OF KAUFMAN

THIS CONTRACT made this 30th day of August, 2007, by and between the the City of Mesquite, Tx, hereinafter referred to as the "Entity", and Dick Murphy, Tax Assessor-Collector of Kaufman County, acting in his capacity as County Election Officer of Kaufman County, Texas, hereinafter referred to as "County Election Officer", and collectively referred to as "The Parties", and by authority of section 31.092 (a) Texas Education Code, for the conduct and supervision of an Election to be held on November 6, 2007. The term "election" shall include, but not be limited to, subsequent recounts, run-off-election, and election contests.

THIS CONTRACT is made pursuant to the authority vested in the parties in Texas Government Code, Chapter 791, to enter into an inter-local cooperation contract. The parties enter into this Contract in order to increase the efficiency and effectiveness of Entity elections and to improve both turnout and access to Entity elections. The Entity shall pay all amounts due under this contract from current revenues available to the Entity.

The parties agree that, pursuant to Texas Election Code, Chapter 271, joint elections may be held with two or more political subdivisions which are located wholly or partially within Kaufman County and that this contract contains all terms and conditions required for such joint elections.

THIS CONTRACT is entered into in consideration of the mutual covenants and agreements hereinafter set out. IT IS AGREED AS FOLLOWS:

**I. DUTIES AND SERVICES OF THE COUNTY ELECTION OFFICER**

The County Election Officer agrees to coordinate, supervise and handle all aspects in administering the Entity Election as outlined in this Contract and shall assume the following responsibilities.

The County Election Officer in connection with the holding and supervision of said Election shall assume the following responsibilities in connection therewith:

- (a) Arrange for notification, including Writ of Election, appointment, training and compensation for all presiding judges and alternate judges, determining the number of clerks or other election workers authorized to work at each voting location, and for providing bilingual voter assistance in compliance with Texas Election Code Section 272.009.
- (b) Arrange for the use and compensation of polling locations as set out in the Exhibits attached to this contract.

- (c) Pay cost of election judges and clerks.
- (d) Procure, prepare, proof and distribute ballots.
- (e) Procure, prepare and distribute election judge kits.
- (f) Procure, prepare and distribute all other necessary election materials and supplies.
- (g) Prepare the list and all copies of the list of registered voters to be used in conducting the election at no cost and provide at no cost all equipment, materials and supplies necessary to comply with state and federal law, rules and regulations, including Help America Vote Act (HAVA).
- (h) Provide at no cost legal notice of the date, time and place of the testing of the election tabulation equipment and conduct such testing, if this equipment will be used and provide appropriate training on the proper use of all election equipment, materials and supplies to election judges and alternate judges, and to any other election officials as determined by the County Election Officer.
- (i) Supervise the handling and disposition of election returns, voted ballots, and tabulate unofficial returns and assist in preparing the tabulation for the official canvass. The County Election Officer shall prepare the unofficial tabulation report after all precincts have been counted, and will provide a copy of the report to the Entity as soon as possible after all returns have been tabulated. The Entity will be responsible for the official canvass of the election. The County Election Officer shall submit an electronic report to the Secretary of State as required by Sections 67.017(b). The County Election Officer will also provide the Entity with an electronic report.
- (j) Provide at no cost for the storage of election records as provided by law.
- (k) Provide at no cost, copies of all invoices received by the County Election Officer's Office for payment of services or supplies of which the Entity is to reimburse the County Election Officer's Office.
- (l) Supervise the conduct of early voting in person and by mail and supply personnel to serve as deputy early voting clerks.
- (m) All requests for early voting ballots by mail that are received by the Entity will be transported by the Entity on the day of receipt to the office of the County Election Officer for processing. Persons voting by mail will send their marked ballots to the office of the County Election Officer.

- (n) An Early Voting Ballot Board will prepare all early voting ballots (those cast by mail and those cast by personal appearance) for count. (See attached Estimated Costs for Election).
- (o) The County Election Officer will be responsible for payment to all parties who have provided services, supplies and voting locations for the election. The Entity shall not be liable to any third parties for any default by Kaufman County in connection with holding the election, including failure by Kaufman County or its County Election Officer to pay for services, supplies and voting locations for this election.
- (p) In accordance with Section 31.099 of the Texas Election Code, the County Election Officer shall file copies of this contract with the County Treasurer of Kaufman County, Texas and The County Auditor for Kaufman County, Texas. The County Election Officer is hereby appointed as the custodian of voted ballots and shall preserve them in accordance with Chapter 66 of the Texas Election Code and other applicable law.

## II. DUTIES AND SERVICES OF THE ENTITY

The Entity, in connection with the holding and supervision of said election, shall assume the following responsibilities and shall directly bear any attendant costs for the same:

- (a) Preparation of election orders, resolutions, notices and other pertinent documents for adoption or execution by the appropriate office or body.
- (b) Posting or publication of election notices.
- (c) Deliver to the County Election Officer as soon as possible, but not later than the day after closing of candidate filing deadlines, the official wording for the election that is to be printed on the ballot with the exact forms, candidate order, wording and spelling that is to be used.
- (d) Pay any additional costs incurred by the County Election Officer if a recount for the election is required, or the election is contested in any manner.
- (e) Prepare and submit to the U.S. Department of Justice under the Federal Voting Rights Act of 1965, the required submissions on voting changes.
- (f) Provide services as listed in Sec. 31.096 of the Texas Election Code, except that the Entity appoints the County Election Officer as the custodian of voted ballots.

## III. PAYMENT OF SERVICES

- 2
- (a) The Entity shall pay to Kaufman County a prorata share of the actual costs incurred by Kaufman County in conducting this election, together with an additional ten percent (10%) administrative fee, pursuant to the Texas Election Code, Section 31.100. A preliminary cost estimate is attached to this contract.
  - (b) The estimated allocated costs for such services will be computed by the County Election Officer and delivered to the Entity thirty (30) days prior to the election. After the date of election and completion of all duties required by the County Election Officer, Kaufman County shall then compute the final statement for all services rendered, together with administrative fees, and bill the Entity such sum. The Entity shall be responsible for paying this amount within thirty (30) days from the date of billing.
  - (c) In the event the Entity election is cancelled pursuant to Texas Election Code Section 2.053, the County Election Officer shall only be entitled to receive the actual costs and expenses incurred before the date of cancellation of the election and an administrative fee of 10% of those actual costs and expenses. The County Election Officer agrees to use reasonable diligence not to incur major costs in connection with the Entity election prior to the first date on which the Election may be cancelled by the Entity pursuant to Texas Election Code Section 2.051, 2.052 and 2.053.

## IV. TERMINATION

This Contract shall automatically terminate upon completion of the activities related to the Contracted Election.

## V. AMENDMENT

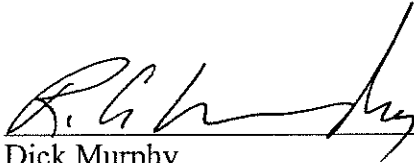
This Contract together with a referenced attachment constitutes the entire Agreement between the Entity and Kaufman County, and supercedes all prior written oral understandings. This Agreement and said attachment may only be amended, supplemented, modified or cancelled by a duly executed written statement.

## VI. MODIFICATION OF ESTIMATED COSTS FOR ELECTION

The Estimated Costs of Election attached to this Agreement may be modified as necessary, upon agreement of both Kaufman County and the Entity. Signatures of the County Election Officer and the Entity Representative on the modified costs shall evidence such modifications.

IN WITNESS WHEREOF, the parties hereto have made and entered into this agreement on the date first set forth above.

BY:



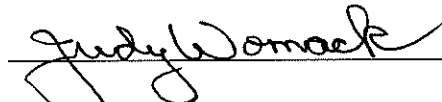
Dick Murphy  
Kaufman County Election Officer

BY:




David Paschall, Mayor Pro Tem  
Entity Representative City of Mesquite

ATTEST:



Judy Womack, City Secretary  
Entity Representative City of Mesquite

APPROVED AS TO FORM:



B. J. Smith, City Attorney  
Entity Attorney City of Mesquite

## EXHIBIT "A"

## VOTING LOCATIONS AND TIME PERIODS

## EARLY VOTING

Time Period:

Weekdays: Monday, October 22, 2007 through Friday, November 2, 2007

Weekends: Saturday, October 27, 2007 – Locations 1 and 3 only

Hours: Regular Early Voting Locations: 8:00 a.m. – 5:00 p.m. Extended to 8:00 p.m.  
Thursday, November 1, 2007 and Friday,  
November 2, 2007 - Locations 1, 3 and 5

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Regular Early Voting Locations:

- |  |  |
|--|--|
| 1. Kaufman County Courthouse Annex<br>100 N. Washington St<br>Kaufman, TX 75142    | 2. Terrell Sub Courthouse<br>408 E. College St.<br>Terrell, TX 75160 |
| 3. Forney Sub Courthouse<br>200 E. Main St.<br>Forney, TX 75126                    | 4. Kemp Sub Courthouse<br>103 N. Main St.<br>Kemp, TX 75143          |
| 5. Crandall/Combine Community Center<br>500 W. Lewis/FM 3039<br>Crandall, TX 75114 |  |

Temporary Early Voting Locations: Various – See "A2", if applicable

Voting by Mail: Dick Murphy, Early Voting Clerk  
Kaufman County Courthouse Annex  
P.O. Box 339  
Kaufman, TX 75142

## ELECTION DAY

On Election Day, November 6, 2007, voters may vote at their normal County Polling places, as consolidated, from 7:00 a.m. to 7:00 p.m. See Exhibit "A1"

## CENTRAL COUNTING STATION

Kaufman County Courthouse Annex  
100 N. Washington St  
Kaufman, TX 75142

## HAVA COMPLIANT EQUIPMENT

Mfg: Hart InterCivic, Inc.  
DRE: eSlate 3000  
DAU 5000 Upgrade



**EXHIBIT "A1"**  
**KAUFMAN COUNTY POLLING LOCATIONS**  
**NOVEMBER 6, 2007**

REG. VOTERS	PRECINCT NO.	PRECINCT NAME	PRECINCT ADDRESS
9,800	1, 2, 13, 14, 21 22, 28, 35, 36	First Baptist Church Kaufman	302 S Washington St Kaufman, 75142
8,500	3, 4, 29, 37	First Baptist Church Forney	1003 FM 741 Forney, 75126
4,800	17, 18, 30, 42	Crandall/Combine Community Center	500 W Lewis/FM 3039 Crandall 75114
2,400	20, 27	First Missionary Baptist Church	201 Poetry Rd. Terrell, 75160
6,500	25, 32, 40	Forney Sub Courthouse	200 E Main St Forney, 75126
5,400	5, 23, 24, 26, 34	Terrell Fire Station #2	225 Baker St. Terrell, 75160
7,600	6, 7, 8, 9, 19, 38	Terrell Sub-Courthouse	203 Main St. Terrell, 75160
2,100	10, 11	Mt. Olive Missionary Baptist Church	8765 FM 148 Scurry, 75158
5,000	12, 15, 31, 33, 41	Kemp Sub-Courthouse	103 N Main St Kemp, 75143
2,300	16, 39	Mabank City Hall	129 E Market St Mabank, 75147

**EXHIBIT "B"**

**ESTIMATED COST OF NOVEMBER 6, 2007 ELECTION**

		Projected Total	Allocated Portion
1.	Voter turnout	6,400	
2.	Number of Election Day polling places to be used	10	
3.	Number of Early Voting locations to be used	5	
4.	Ballot programming and printing (\$2,000/entity)	\$10,000	
5.	Election Kits and Other precinct supplies	1,000	\$ 1,000
6.	Rental, delivery & storage of electronic equipment (\$250/place)	5,000	5,000
7.	Judges, Clerks, Early Voting Ballot Board	20,000	20,000
8.	Technical Support	3,000	3,000
	<b>Total</b>	<b>\$39,000</b>	<b>\$29,000</b>

**Total Cost Allocation**

		Allocated Portion
State	40%	\$11,600
Schools	40	11,600
Cities	<u>20</u>	<u>5,800</u>
	100%	\$29,000

**School Cost Allocation**

		Allocated Portion	Per Entity	Total
Crandall	11%	\$ 1,276	\$2,000	\$ 3,276
All Other	<u>89</u>	<u>10,324</u>	<u>-</u>	<u>10,324</u>
	100%	\$11,600	\$2,000	\$13,600

**Entity Cost Allocation**

		Allocated Portion	Per Entity	Total
Mesquite	1%	\$ 58	\$ 2,000	\$ 2,058
FWSD No. 1-0	1	58	2,000	2,058
MUD 11	1	58	2,000	2,058
G.S. Water	1	58	2,000	2,058
All Other	<u>96</u>	<u>5,568</u>	<u>-</u>	<u>5,568</u>
	100%	\$5,800	\$8,000	\$13,800