

RESOLUTION NO. 40-2015

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR ELECTION SERVICES WITH KAUFMAN COUNTY FOR THE SPECIAL ELECTION TO BE HELD NOVEMBER 3, 2015.

WHEREAS, the City Council of the City of Mesquite, Texas, has called a bond election be held November 3, 2015, for the issuance of \$125,000,000 tax bonds for the purpose of constructing, improving, extending, expanding, upgrading and developing two-lane residential streets; and

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

SECTION 1. That the Mayor is hereby authorized to execute a joint election contract and election services agreement with the Kaufman County in substantially the form and substance as attached hereto as Exhibit "A."

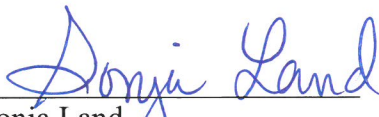
SECTION 2. That this resolution shall take effect immediately upon date of passage.

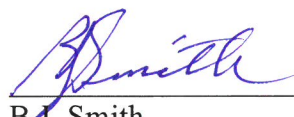
DULY RESOLVED by the City Council of the City of Mesquite, Texas, on the 8th day of September, 2015.

  
\_\_\_\_\_  
Stan Pickett  
Mayor

ATTEST:

APPROVED:

  
\_\_\_\_\_  
Sonja Land  
City Secretary

  
\_\_\_\_\_  
B.J. Smith  
City Attorney

**CONTRACT FOR ELECTION SERVICES – NOVEMBER 03, 2015**

THE STATE OF TEXAS

COUNTY OF KAUFMAN

THIS CONTRACT is made this 15 day of September, 2015 by and between City of Mesquite, (“Entity”), and Tonya Ratcliff, Tax Assessor-Collector of Kaufman County, (“County Election Officer”), collectively referred to as “the Parties”, and by authority of section 31.092 (a) Texas Election Code, for the conduct and supervision of an Entity Election or Joint Election, if applicable, including 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 and Texas Local Government Code, Chapter 271, in order to increase the efficiency and effectiveness of Entity elections and improve both turnout and access to Entity 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, including:

- (a) Arrange for notification, including writ of Election, training and compensation for all presiding judges and alternate judges, and for determining the number of clerks or other election workers authorized to work at each voting location. Election judges shall be responsible for picking up election supplies and materials at the time and place determined by the County Elections Officer.
- (b) Provide bilingual voter assistance in compliance with Texas Election Code Section 272.009.
- (c) Arrange for the use and compensation of polling locations.
- (d) Pay cost of election judges and clerks: 1.) Early Voting: \$11.00 per hour for judges and \$10.00 for clerks during early voting activity; 2.) Election Day: Each election judge will receive \$11.00 per hour and each clerk will receive \$10.00 per hour for election work. The election judge or his/her designated clerk will receive an additional \$25.00 for delivering election returns and all supplies to the County Election Officer after the polls close.
- (e) Procure, prepare, proof and distribute ballots and election judge kits, and all other election materials and supplies.

- (f) Prepare the list and all copies of the list of registered voters to be used in conducting the election at no cost
- (g) Provide legal notice of the date, time and place of the testing of the election tabulation equipment.
- (h) Provide all equipment, materials, supplies and appropriate training necessary to comply with state and federal law, rules and regulations, including Help America Vote Act (HAVA).
- (i) Supervise the handling and disposition of election returns and voted ballots; tabulate unofficial returns and assist in preparing the tabulation for the official canvass; prepare the unofficial tabulation report after all precincts have been counted; and provide a copy of the report to the Entity as soon as possible so the Entity can conduct the official canvass of the election.
- (j) Submit an electronic report to Entity and to the Secretary of State as required by Texas Election Code, Section 67.017(b) and 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 for payment of services or supplies of which the Entity is to reimburse the County Election Officer.
- (l) Supervise the conduct of early voting in person and by mail and supply personnel to serve as deputy early voting clerks and judges.
- (m) Process all requests for early voting ballots by mail (requests received by the Entity will be forwarded on the day of receipt to the office of the County Election Officer for processing) and receive marked ballots directly. An Early Voting Ballot Board will prepare all early voting ballots (those cast by mail and by personal appearance) for count.
- (n) Be responsible for payment to all Parties who have provided services, supplies and voting locations for the election.
- (o) File copies of the contract with the County Judge and the County Auditor for Kaufman County, Texas.
- (p) Is hereby appointed as the custodian of voted ballots to be preserved in accordance with Chapter 66 of the Texas Election Code and other applicable law.

## II. DUTIES AND SERVICES OF 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 as appropriate.
- (b) Posting or publication of election notices.
- (c) Deliverance 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 to be printed on the ballot with the exact forms, candidate order, wording and spelling to be used.
- (d) Payment of 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) Submission to the U.S. Department of Justice under the Federal Voting Rights Act, the required notification of voting changes.
- (f) Providing 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

- (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.
- (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 election, the County Election Officer shall compute the final statement for all services rendered, together with administrative fees, less any partial payments already received, and bill the Entity such net sum to be paid within thirty (30) days.

## IV. TERMINATION

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

V. AMENDMENT

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

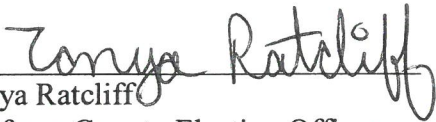
VI. MODIFICATION OF ESTIMATED COSTS FOR ELECTION

The Estimated Costs of Election attached to this Agreement may be modified as necessary by the County Election Officer. The Entity Official shall be notified of the modified costs and reason for such modifications.

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

BY:

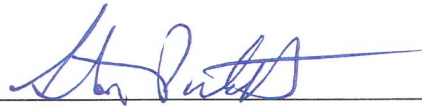
BY:



Tonya Ratcliff  
Kaufman County Election Officer

9/23/15

Date

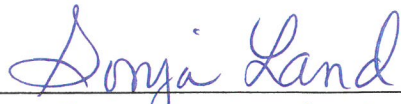


Stan Pickett, Mayor  
Authorized Signature

9/17/15


Date

ATTEST:



Sonja Land, City Secretary  
Entity Secretary

APPROVED AS TO FORM:

  
Asst. CITY ATTORNEY

<b>November 3, 2015 Election</b>	
<b>City of Mesquite</b>	
<b>Charges</b>	
Ballot Programming	\$800.00
Early Voting Kit	\$11.57
Election Day Kit	\$11.57
Ballot Printing	will bill if paper ballots used
News Paper Ads	\$60.00
Early Voting Salaries	\$504.00
Election Day Salaries	\$109.50
Ballot Board	\$25.00
Equip. Pickup & delivery	\$25.00
Polling Location Fees	\$0.00
<b>Sub-Total</b>	<b>\$1,546.64</b>
10% Admin Fee	\$154.67
<b>Total</b>	<b>\$1,701.31</b>

This is a cost estimate only

**Election Day:** Tuesday November 3, 2015 from 7:00 a.m. to 7:00 p.m.

**Early voting** by personal appearance will be conducted as follows:

October 19 – 23 (Monday –Friday)	8 am to 5 pm
October 26 – 28 (Monday –Wednesday)	8 am to 5 pm
October 29 – 30 (Thursday – Friday)	7 am to 7 pm

The main early polling place is:

Kaufman County Courthouse Annex  
100 North Washington Street  
Kaufman, Texas 75142

Other early polling locations are:

Terrell Sub Courthouse  
408 E. College St.  
Terrell, Texas 75160

Forney Sub Courthouse  
200 E. Main St.  
Forney, Texas 75126

Kemp Sub Courthouse  
103 N. Main St  
Kemp, Texas 75143

**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

## November 2015 Consolidated Polling Places

Commissioner Precinct	Voting Precinct	Precinct Location	# Registered Voters	Consolidated Poll Location	Address
1	21	Abner Baptist	2237	Abner Baptist	6877 FM 2727, Kaufman 75142
1	2	Ola Church of Christ	1184		
1	23	Oak Ridge C/H	981		
1	1	Kaufman FBC	2734	Kaufman FBC	302 S Washington, Kaufman 75142
1	28	Kaufman Library	1347		
1	22	Post Oak Bend C/C	980		
1	4	Talty Baptist	3463	Talty Baptist	5210 N FM 148, Crandall 75114
2	27	Church of Christ East Side	2753	Church of Christ East Side	627 S FM 548, Forney 75126
2	13	Crosby Elementary	1956		
2	11	Criswell Elementary	1870		
2	25	Forney Sub	865	Forney Sub	200 E Main St., Forney 75126
2	14	Lewis Elementary	2296		
2	3	Forney FBC	3278	Forney FBC	1003 FM 741, Forney 75126
2	7	North Forney High	3276		
3	20	Terrell Bingo	1218	First Assembly of God Church	203 Main S., Terrell 75160
3	19	First Assembly of God Church	2124		
3	8	Emmanuel Baptist	1524		
3	6	Able Springs Fire Station	1626	Terrell Sub	408 E College St. Suite A, Terrell 75160
3	9	The Elmo Fire Station	1494		
3	5	Terrell Service Center	2118	Terrell Service Center	400 Industrial Blvd, Terrell 75160
3	26	Bethlehem Baptist	1409		
3	24	Rose Hill SUD	1184		
4	16	Mabank City Hall	2480	Mabank City Hall	129 E Market St., Mabank 75147
4	15	Kemp FBC	2342		
4	10	Scurry ISD	2023	Scurry ISD	10705 State Highway 34, Scurry 75158
4	30	Warsaw C/C	1484		
4	12	Memorial Baptist	1615		
4	18	Crandall Combine C/C	1989	Crandall Combine C/C	500 W Lewis/FM 3039, Crandall 75114
4	17	Point View Baptist	1542		
4	29	Heartland C/C	1954		