

AGENDA

Village of Bailey's Prairie
Regular Meeting of the Board of Aldermen
February 15, 2018
6:30 pm

Notice is hereby given that the Village of Bailey's Prairie Board of Aldermen will meet on Thursday, February 15, 2018, at 6:30 pm, at Village Hall, 1680 Jimmy Phillips Blvd., Angleton, Texas, within the limits of the Village of Bailey's Prairie.

At said meeting the Council will discuss, consider and / or take action on any and all of the following matters.

1. Call to order.

2. Public Comments

Citizens who desire to address the Board of Aldermen on any matter may register to do so prior to this meeting and speak during this item. Please state your name and address for the record, and limit your comments to three minutes. Also, please understand that while the Board appreciates hearing your comments, State law (Texas Gov't Code §551.042) prohibits them from: (1)engaging in discussion other than providing a statement of specific factual information or reciting existing City policy, and (2) taking action other than directing the matter be placed on a future agenda.

3. Approval of the minutes of the regular meeting of January 18, 2017 and the Town Hall Meeting of February 1, 2018.

4. Discussion and approval of Accounts Payable February 2018.

5. Discussion and approval of Financial Reports ending January 31, 2018.

6. Presentation by J. D. Ponton of investigations regarding the amount of line item funds for emergency services to AAEMC and Angleton VFD.

7. Discussion and possible approval of Ordinance 2018-1 naming an alternate judge.

8. Discussion and possible approval of a Joint Contract with the Brazoria County County Clerk's office for Election Services for the May 2018 regular election.

9. Set a time and date(s) for training for current members of the Board of Aldermen and candidates for office.

10. Adjourn

The City Council for the Village of Bailey's Prairie reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney). 551.072 (Deliberations regarding Real Property). 551.073 (Deliberations regarding Gifts and Donations). 551.074 (Personal Matters). 551.076 (Deliberations regarding Security Devices) and 551.087 (Deliberations regarding Economic Development Negotiations).

I, DONNA DUES, Village Secretary of Bailey's Prairie, Texas, do certify that the above Notice of Meeting of the above named Board of Aldermen, is a true and correct copy of said notice, and that I posted a true and correct copy of said Notice on the bulletin board at the Village Hall door of Bailey's Prairie, Texas, at a place readily accessible to the general public at all times on the ____ day of _____, 2018, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said Meeting.

Dated this the ____ day of _____, 2018.

DONNA DUES, Secretary, Village of Bailey's Prairie, Texas.

By _____
DONNA DUES, Village Secretary

Minutes

Village of Bailey's Prairie
Regular Meeting of the Board of Aldermen
January 18, 2018
6:30pm

The Village of Bailey's Prairie Board of Aldermen conducted its regular meeting on Thursday, January 18, 2018 at 6:30 pm, at Village Hall, 1680 Jimmy Phillips Blvd., Angleton, Texas, within the limits of the Village of Bailey's Prairie.

The following persons were in attendance:

Jo Mapel, Mayor

Michelle Powless, Mayor Pro Tem

Oscar Greak, Aldermen

Cheryl McBeth, Aldermen

John Ontiveros, Aldermen

A quorum was present and the meeting was called to order at 6:30pm.

Public Comments:

David Linder stated he was a resident Bailey's Prairie and stated his apperception for the years' of service Mayor Mapel has rendered to the community. Mr. Linder posed the question: "Does anyone have ideas regarding the future of the village and offered assistance if needed." JD Ponton express concerns regarding the drainage where the new rail road track is being installed at County Road 220 and County Road 290 and Ponton suggested a drainage study be conducted by the county.

Approval of minutes:

The beginning paragraph of today's agenda did not have the correct date. Corrected date should be January 18, 2018. All other dates on notices were correct. Minutes of the regular meeting of December 21, 2017 were approved. Motioned by Oscar Greak, Aldermen seconded by Michelle Powless, Mayor Pro Tem, all in favor - motion passed.

Approval of account payable:

Accounts payable for January 2018 were approved with the addition of 2 checks not reflected. Check Number 1590 for \$91.20 to the Brazosport Facts, Check No.1589 for \$226.00 to Brazoria County Appraisal District. Motioned by Michelle Powless, Mayor Pro Tem, seconded by John Ontiveros, Aldermen, all in favor - motion passed.

Approval of financial report:

For period ending December, 2017. Motioned to approve by Michelle Powless, Mayor Pro Tem, with corrections regarding the ending balance to include a \$225.00 for Workers Compensation adjustment. Motion seconded by Cheryl McBeth, Aldermen, all in favor – motion passed.

Discussion on the state of the Village and future direction of the Village:

Several issues regarding the future of the Village were discussed. To raise awareness of those issues, a motion to have a TOWN HALL meeting was made by John Ontiveros, Aldermen, seconded by Oscar Greak, Aldermen, all in favor – motion passed.

Adjourn:

7:18pm. Motioned by, John Ontiveros, Aldermen, seconded by Oscar Greak, Aldermen.

ANNOUNCEMENTS:

Jo Mapel, Mayor

ATTEST:

Donna Dues, Village Secretery

Minutes

Village of Bailey's Prairie
Town Hall Meeting of the Board of Aldermen
February 1, 2018
6:30pm

The Village of Bailey's Prairie Board of Aldermen conducted a TOWN HALL meeting Thursday, February 1, 2018 at 6:30 pm, at Village Hall, 1680 Jimmy Phillips Blvd., Angleton, Texas, within the limits of the Village of Bailey's Prairie.

The following persons were in attendance:

Jo Mapel, Mayor

Michelle Powless, Mayor Pro Tem

Oscar Greak, Alderman

Cheryl McBeth, Aldermen

John Ontiveros, Aldermen

A quorum was present and the meeting was called to order at 6:30pm by Mayor Mapel.

Mayor Jo Mapel, presented a power point presentation to address concerns and the future direction of The Village.

The floor was opened for questions from attendees.

Adjourn:

7:27pm.

Reports:

ANNOUNCEMENTS:

Jo Mapel, Mayor

ATTEST:

Donna Dues, Village Secretery

VILLAGE OF BAILEY'S PRAIRIE
ACCOUNTS PAYABLE-FEBRUARY 2018

Check #	Payable to	Amount
1591	Randy Stroud	\$ 500.00
1592	Donna Dues	\$ 200.00
1593	Kennemer, Masters and Lunsford, LLC	\$ 350.00
1594	Laurence Boyd	\$ 250.00
1595	Brazoria County Tax Office	\$ 158.97
ACH	Direct Energy	\$ 420.41
ACH	Verizon	\$ 25.14
	TOTAL	\$ 1,904.52

VILLAGE OF BAILEY'S PRAIRIE

Fiscal Year 2016-2017

October 1, 2017 -September 30, 2018

INCOME				
	BUDGET	January	Y-T-D	% of Budget
Building Permits	\$ 2,350.00			0%
Franchise Fees / Tower Fees	\$ 19,000.00	\$ 375.00	\$ 7,812.06	41%
Property Tax--Current	\$ 33,660.00	\$ 9,548.46	\$ 26,507.26	79%
Property Tax--Penalty & Interest			\$ 43.24	
Property Tax--Delinquent			\$ 190.56	
Sales Tax	\$ 11,000.00	\$ 1,141.64	\$ 3,981.33	36%
Cash Reserve	14,372.00			0%
Misc Income			\$ 36.25	
TOTAL INCOME	\$ 80,382.00	\$ 11,065.10	\$38,570.70	48%
DISBURSEMENTS				
	BUDGET	January	Y-T-D	% of Budget
Audit	\$ 5,000.00			0%
Building Permits (payment to FP Administrator)	\$ 2,350.00			0%
Dues and Subscriptions	\$ 800.00		\$563.00	70%
Election Expense	\$ 1,500.00			0%
Emergency Services-EMS	\$ 10,000.00			0%
Emergency Services-Fire	\$ 10,000.00			0%
Disaster Response	\$ 1,000.00			0%
Floodplain Administrator/Code Officer	\$ 6,000.00	\$ 500.00	\$ 2,000.00	33%
Insurance	\$ 2,000.00	\$ 225.00	\$ 2,000.76	100%
Large Trash Pickup-Citywide				0%
Legal and Professional	\$ 8,000.00	\$ 300.00	\$ 1,354.60	17%
Maintenance				0%
Prairie Park	\$ 2,500.00		\$ 300.00	12%
Village Hall	\$ 500.00			0%
Road and outfall ditches	\$ 500.00			0%
Office and Operational Expenses	\$ 5,000.00	\$ 82.26	\$ 300.71	6%
Village Administrator	\$ 2,000.00			0%
Village Secretary	\$ 3,600.00	\$ 200.00	\$ 800.00	22%
Bookkeeping & Tax reports	\$ 660.00			0%
Emergency Manager				
Public Notices	\$ 700.00	\$ 91.20	\$ 91.20	13%
Tax-Payroll	\$ 1,600.00	\$ 33.14	\$ 123.95	8%
Tax-Property: Cost of Collection				
Brazoria County Appraisal District	\$ 400.00	\$ 226.00	\$ 226.00	57%
Brazoria County Tax Office	\$ 400.00			0%
Utilities and Telephone	\$ 6,000.00	\$ 437.82	\$ 1,720.11	29%
Tower leave overpayment return		\$ 1,500.00	\$ 1,500.00	
Sub-Total Disbursements	\$ 70,510.00	\$ 3,595.42	\$10,980.33	16%
Debt Service				
Brazoria County	\$ 9,872.00		\$ 9,871.31	100%
TOTAL EXPENDITURES	\$ 80,382.00	\$ 3,595.42	\$20,851.64	26%

Beginning Bank Balance January 1, 2018	\$ 36,549.17
Ending Bank Balance January 31, 2018	\$ 35,447.54

2:22 PM

02/08/18

Accrual Basis

Village of Bailey's Prairie

Profit & Loss

January 2018

	Jan 18
Income	
Franchise Fees	
Tower Lease	375.00
Total Franchise Fees	375.00
PROPERTY TAX	
Property Tax--Current	9,548.46
Total PROPERTY TAX	9,548.46
Sales Tax	1,141.64
Total Income	11,065.10
Gross Profit	11,065.10
Expense	
Tower lease overpayment return	1,500.00
Floodplain Admin--Code Officer	500.00
Insurance	225.00
Legal and Professional Fees	300.00
Office and Operational Expense	82.26
Public Notices	91.20
Tax --Payroll	33.14
Tax-Property- Collection Cost	
Tax Levy--Brazoria CAD	226.00
Total Tax-Property- Collection Cost	226.00
Utilities and Telephone	437.82
Village Secretary	200.00
Total Expense	3,595.42
Net Income	7,469.68

2:25 PM

02/08/18

Accrual Basis

Village of Bailey's Prairie
Profit & Loss
October 2017 through January 2018

	Oct '17 - Jan 18
Income	
Franchise Fees	
Tower Lease	2,250.00
Franchise Fees - Other	5,562.06
Total Franchise Fees	7,812.06
PROPERTY TAX	
Property Tax--Current	26,507.26
Property Tax-Penalty & Interest	43.24
Property tax-delinquent	190.56
Total PROPERTY TAX	26,741.06
Sales Tax	3,981.33
Miscellaneous Income	36.25
Total Income	38,570.70
Gross Profit	38,570.70
Expense	
Tower lease overpayment.return	1,500.00
Brazoria County -Debt Service	9,871.31
Dues	563.00
Floodplain Admin--Code Officer	2,000.00
Insurance	2,000.76
Legal and Professional Fees	1,354.60
Maintenance	
Maintenance - Prairie Park	300.00
Total Maintenance	300.00
Office and Operational Expense	300.71
Public Notices	91.20
Tax --Payroll	123.95
Tax-Property- Collection Cost	
Tax Levy--Brazoria CAD	226.00
Total Tax-Property- Collection Cost	226.00
Utilities and Telephone	1,720.11
Village Secretary	800.00
Total Expense	20,851.64
Net Income	17,719.06

ORDINANCE NO. 2018-_____

AN ORDINANCE OF THE VILLAGE OF BAILEY'S PRAIRIE,
TEXAS, APPOINTING MICHELLE TOWNSEND, MUNICIPAL
JUDGE AND PROVIDING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF
THE VILLAGE OF BAILEY'S PRAIRIE, TEXAS:

SECTION 1. That Michelle Townsend is appointed Judge for the Village
of Bailey's Prairie, Texas.

SECTION 2. That his term shall begin on January 23, 2018, and shall be
for two (2) years, which is consistent with her term as the City of Angleton Judge.

SECTION 3. That this Ordinance shall be effective from and after its
passage and approval on this 15th day of February, 2018.

THE VILLAGE OF BAILEY'S PRAIRIE, TEXAS

BY: _____
JO MAPEL, MAYOR

ATTEST:

DONNA DUES, VILLAGE CLERK

JOINT CONTRACT FOR ELECTION SERVICES

THIS CONTRACT (this "Agreement") is made effective as of the Effective Date (as defined below), by and between the VILLAGE OF BAILEY'S PRAIRIE, TEXAS, acting by and through its governing body, hereinafter referred to as "City", and County Clerk of Brazoria County, Texas, hereinafter referred to as "County," and by authority of Section 31.092(a), Texas Election Code, and Chapter 791, Texas Local Government Code, for the conduct and supervision of the City's election to be held on MAY 5, 2018. City and County may be referred to individually as a "Party" and collectively as "the Parties."

This contract is made by and between the VILLAGE OF BAILEY'S PRAIRIE, TEXAS, acting by and through its governing body, hereinafter referred to as "City" and the County Election Officer of Brazoria County, defined by statute as the County Clerk through the authority set forth in Texas Election Code §§31.091 and 31.092. The purpose of this contract is for the performance of election services as authorized by statute. This contract shall serve as the general contract for each election for which the City requests the assistance of the County Clerk. Provisions specific to each particular election will be included as an attachment to the original contract. City and County Clerk may be referred to individually as "Party" or collectively as "Parties"

- Attachment A: Conduct and Supervision for City Election to be held May 5, 2018

RECITALS

The County Clerk has care, custody, and control over the electronic voting system, the Hart InterCivic Verity Voting System (Version 6.1), which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122, as amended, and is compliant with the accessibility requirements set forth by Texas Election Code Section 61.012. City desires to use the electronic voting system and to compensate the County Clerk 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.

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 County Clerk shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this Agreement. City agrees to pay County Clerk for equipment, supplies, services, and administrative costs as provided in this Agreement. The County Clerk shall serve as the administrator for the Joint Election; however, the City shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The County Clerk shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of the City.

It is understood that other political subdivisions may wish to participate in the use of the electronic voting system and polling places, and it is agreed that the County Clerk may enter into

other joint election agreements and contracts for election services for those purposes on terms and conditions set forth in the Election Code. City agrees that County Clerk may enter into joint election agreements with other political subdivisions that may have territory located partially or wholly within the boundaries of City, and in such case all parties sharing common territory shall share a joint ballot on the electronic voting system at the applicable polling places. In such cases, costs shall be divided among the participants.

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

City 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 or City's governing body, charter, or ordinances. With reference to publications, the County Clerk will publish the "Notice of Test of Automatic Tabulating Equipment" and the "Notice of Election". If a City is holding any type Special Election, the City may have to publish their own "Notice of Election" in order to meet additional requirements. Please advise the County Clerk's Elections Office if the City must print a separate notice so the City's notice is not included City in the Notice published by the County Clerk.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of each participating authority, including translation to languages other than English. Each participating authority shall provide a copy of their respective election orders and notices to the County Clerk's Election Department.

III. STATUTORY COMPLIANCE

Political subdivisions shall follow all applicable State and Federal laws related to elections, including, but not limited to, Section 52.072 of the Election Code, which states in part, "A proposition shall be printed on the ballot in the form of a single statement ...". **Failure to do so may prohibit the political subdivision's participation in a Joint Election.**

IV. VOTING LOCATIONS

The County Clerk' Election Office 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 each election precinct in elections conducted by the county. The proposed voting locations are listed in Attachment B of this agreement. In the event a voting location is not available, the Elections Department will arrange for use of an alternate location with the approval of the City. The Elections Department shall notify the City of any changes from the locations listed in Attachment B.

If polling places for the, joint election in Attachment A are different from the polling place(s) used by City in its most recent election, City agrees to post a notice no later than the date of the election described in Attachment A, 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, election described in Attachment A. Any changes in voting location from those that were used in the most recent, COUNTYWIDE JOINT elections will be posted by the County Clerk's Election Office.

V. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

The Brazoria County Commissioners Court 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. In the event an emergency appointment is necessary, appointment shall be made in accordance with Election Code §32.007 which authorizes the presiding officer of the Brazoria County Commissioners Court to make an emergency appointment; should that officer not be available, the County Clerk's office shall make emergency appointments of election officials.. Upon request by the County Clerk, City agrees to assist in recruiting polling place officials who are bilingual (fluent in both English and Spanish).

The County's Elections Department 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 ensure that all election judges appointed for the Joint Election are eligible to serve.

The County Clerk shall arrange for the training and compensation of all election judges and clerks. The Elections Department shall arrange for the date, time, and place for the presiding election judge to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections Department notifying him of his 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 will receive compensation at an hourly rate of \$12.00. Each election clerk will receive compensation at an hourly rate of \$10.00. 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. All judges and clerks who attend training will be compensated at an hourly rate of \$8.00 as compensation for same.

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 temporary part-time employee's subject only to those benefits available to such employees.

VI. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The County Clerk Elections Department 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 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 County Clerk Elections Department shall provide the necessary voter registration information, 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. If special maps are needed for a particular City, the County Clerk Election Department will order the maps and pass that charge on to that particular City.

City shall furnish the County Clerk 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 the authority's ballot is to be printed). THE CITY SHALL ALSO PROVIDE A COPY OF EACH CANDIDATE'S APPLICATION TO THE COUNTY CLERK ELECTIONS OFFICE. This list shall be delivered to the County Clerk Elections Department as soon as possible after ballot positions have been determined by each of the participating authorities. Each participating authority shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions.

VII. EARLY VOTING

The Parties agree to conduct joint early voting and to appoint the County Clerk as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 of the Texas Election Code. City agrees to appoint the County Clerk's permanent county employees as deputy early voting clerks. The Parties further agree that each Early Voting Location will have an "Officer in Charge" that will receive compensation at an hourly rate of \$12.00. The clerks at each location will receive compensation at an hourly rate of \$10.00. Early Voting by personal appearance will be held at the locations, dates, and times listed in Attachment "C" 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 County Clerk shall receive applications for early voting ballots to be voted by mail in accordance with Chapter 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the City shall be forwarded immediately by fax or courier to the Elections Department for processing.

The County Clerk Elections Department shall, upon request, provide the City a copy of the early voting report on a daily basis and a cumulative final early voting report following the election.

VIII. EARLY VOTING BALLOT BOARD

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

IX. CENTRAL COUNTING STATION AND ELECTION RETURNS

The County 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:	Lisa Mujica
Alternate Counting Station Manager:	Brandy Pena
Tabulation Supervisor:	Susan Cunningham
Alternate Tabulation Supervisor:	Patricia DeVille
Presiding Judge:	Tamera Reynolds
Alternate Presiding Judge:	Dottie Cornett

The County Clerk Elections Department will prepare the unofficial canvass reports after all precincts have been counted, and will deliver a copy of the unofficial canvass to the City 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 County Clerk Elections Department 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.

The County Clerk Elections Department shall submit all Cities' precinct by precinct returns to the Texas Secretary of State's Office electronically.

The County Clerk Elections Department shall post all election night results to County website on election night. [http://www. Brazoriacountyvotes.com](http://www.Brazoriacountyvotes.com).

X. ELECTION EXPENSES AND ALLOCATION OF COSTS

The Parties agree to share the costs of administering the Joint Election. Allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared according to a formula which is based on the cost per polling place. Since the County participates in "Vote Centers", all political subdivisions can vote at any location. For billing purposes, each "Vote Center" will be assigned precincts in the area and if a political subdivision is on the ballot for any of the assigned precincts, they will share in the cost of that voting location.

It is agreed that the normal rental rate charged for the County's voting equipment used on election day shall be divided equally among the participants utilizing each polling location.

Costs for Early Voting by Personal Appearance will be divided by all political subdivisions as follows: Total cost of all entities entered into a contract will be divided by all political subdivisions holding elections on MAY 5, 2018. Cost will be based on registered voters.

XI. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

City 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, or should it be later ruled that the election is not needed. City is fully liable for any expenses incurred by County Clerk on behalf of City. Any monies deposited with the county by the withdrawing authority shall be refunded, minus the aforementioned expenses.

XII. RECORDS OF THE ELECTION

The County Clerk 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 County Clerk or at an alternate facility used for storage of county records. The County Clerk Elections Department 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 County Clerk shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each participating authority to bring to the attention of the County Clerk any notice of pending election contest, investigation, litigation or open records request which may be filed with the participating authority.

XIII. RECOUNTS

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

The County Clerk Elections Department agrees to provide advisory services to the City as necessary to conduct a proper recount and cost of the recount depends on the size of the election and number of precincts to be recounted.

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 election equipment and voting places; it is agreed that the County Clerk 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 County clerk shall file copies of this document with the County Treasurer and the County Auditor in accordance with Section 31.099 of the Texas Election Code.
3. In the event that legal action is filed contesting the City's election under Title 14 of the Texas Election Code, City shall choose and provide, at its own expense, legal counsel for the County, the County Clerk, 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; however, any action taken is subject to any immunity provided by statute or common law to governmental entities. For purposes of this contract, the County Clerk's office is acting as a governmental entity covered by any immunity available to Brazoria County.
5. The parties agree that under the Constitution and laws of the State of Texas, neither Brazoria County nor City 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 Brazoria County, Texas.
7. In the event of one or 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.
11. **Authorization of Agreement.** This Agreement has been approved and authorized by the governing body of the City.
12. **Purpose, Terms, Rights, and Duties of the Parties.** The purpose, terms, rights, and duties of the Parties shall be as set forth in this Agreement.

13. **Payments from Current Revenues.** Each Party paying for the performance of governmental functions or services must make those payments from current revenues available to that paying Party.
14. **Fair Compensation.** The Parties acknowledge and agree that each of the payments contemplated by this Agreement fairly compensate the performing Party.
15. **Termination.** At any time and for any reason, either Party may terminate this Agreement by providing thirty (30) days' written notice of termination to the other Party.
16. **Funding.** The Parties understand and acknowledge that the funding of this Agreement is contained in each Party's annual budget and is subject to the approval of each Party in each fiscal year. The Parties further agree that should the governing body of any Party fail to approve a budget that includes sufficient funds for the continuation of this Agreement, or should the governing body of any Party fail to certify funds for any reason, then and upon the occurrence of such event, this Agreement shall automatically terminate as to that Party and that Party shall then have no further obligation to the other Party. When the funds budgeted or certified during any fiscal year by a Party to discharge its obligations under this Agreement are expended, the other Party's *sole and exclusive remedy* shall be to terminate this Agreement.
17. **No Joint Enterprise.** The Agreement is not intended to, and shall not be construed to, create any joint enterprise between or among the Parties._
18. **Public Information.** This Agreement is public information. To the extent, if any, that any provision of this Agreement is in conflict with Texas Government Code Chapter 552 et seq., as amended (the "Texas Public Information Act"), such provision shall be void and have no force or effect.
19. **No Third-Party Beneficiaries.** This Agreement is entered solely by and between, and may be enforced only by and among the Parties. Except as set forth herein, this Agreement shall not be deemed to create any rights in, or obligations to, any third parties.
20. **No Personal Liability.** Nothing in this Agreement shall be construed as creating any personal liability on the part of any employee, officer, or agent of any Party to this Agreement.
21. Nothing in this Agreement requires that either the City or County incur debt, assess or collect funds, or create a sinking fund.
22. **Sovereign Immunity Acknowledged and Retained.** THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT NO PROVISION OF THIS AGREEMENT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY ANY PARTY OF ANY IMMUNITY FROM SUIT OR LIABILITY THAT A PARTY MAY HAVE BY OPERATION OF LAW. THE CITY AND THE COUNTY RETAIN ALL GOVERNMENTAL IMMUNITIES.

XV. COST ESTIMATES AND DEPOSIT OF FUNDS

It is estimated that City's obligation under the terms of this agreement shall be DETERMINED AFTER THE ELECTION. City agrees to pay to County a deposit of \$500.00. This deposit shall be paid to County within 10 business days after the final candidate filing deadline. The final candidate filing deadline is March 5, 2018. Therefore, deposit is due by **MARCH 19, 2018**. The exact amount of the City's obligation under the terms of this Agreement shall be calculated after the MAY 5, 2018, election, and if the amount of the City's obligation exceeds the amount deposited, the City shall pay to County the balance **due within thirty (30) days after receipt of the final invoice from the County's Election Department**. However, if the amount of the City's obligation is less than the amount deposited, County shall refund to the City the excess amount paid within thirty (30) days after final costs are calculated.

IN TESTIMONY HEREOF, this agreement, its multiple originals all of equal force, has been executed on behalf of the parties.

(1) On the _____ day of _____, 2018 been executed on behalf of the County Clerk by the County Clerk pursuant to the Texas Election Code;

(2) On the _____ day of _____, 2018 been executed on behalf of the City by its Mayor or authorized representative, pursuant to an action of the City.

BRAZORIA COUNTY, COUNTY CLERK by

Joyce Hudman, County Clerk

ATTEST:

VILLAGE OF BAILEY'S PRAIRIE, TEXAS

By _____
Mayor or Authorized Representative
VILLAGE OF BAILEY'S PRAIRIE

ATTACHMENT "A"	
VOTE CENTER LOCATIONS - MAY 5, 2018	
Home Precinct #	Polling Place
1	East Annex (Old Walmart), 1524 E Mulberry, Angleton
2	New Precinct 4 Building, 121 N 10th St, West Columbia
3	Nolan Ryan Center, 2925 South Bypass 35, Alvin
4	Brazoria Library, 620 S Brooks, Brazoria
7	Freeport Library, 410 Brazosport Blvd, Freeport
8	Oyster Creek City Hall, 3210 FM 523, Oyster Creek
12	Drainage District No. 4 Building, 4805 W Broadway, Pearland
14	Sweeny Community Center, 205 W Ashley Wilson Rd, Sweeny
15	Danbury Community Center, 6115 5th St, Danbury
19	Clute City Hall, 108 E Main, Clute
23	Lake Jackson Civic Center, 333 Hwy 332 East, Lake Jackson
24	Richwood City Hall, 1800 N Brazosport Blvd, Richwood
29	Westside Event Center, 2150 Countryplace Pkwy, Pearland
33	Mims Community Center, 4283 FM 521, Brazoria
36	Pearland Recreation Center, 4141 Bailey Rd, Pearland
39	Alvin Library, 105 S Gordon, Alvin
40	North Annex, 7313 Corporate Dr, Manvel
44	Silverlake Recreation Center, 2715 Southwyck Pkwy, Pearland
46	Tom Reid Library, 3522 Liberty Dr, Pearland
61	Shadycrest Baptist Church, 3017 Yost Blvd, Pearland
67	Pearland Westside Library, 2803 Business Center Dr #101, Pearland
	Election Day Locations subject to change