

## Village of Jones Creek

7207 Stephen F. Austin  
Jones Creek, TX 77541  
(979)233-2700

### CITY COUNCIL REGULAR MEETING AGENDA

The Board of Alderman of the Village of Jones Creek, Texas will hold a Regular Council Meeting on Tuesday, August 18<sup>th</sup>, 2020 at the Village Hall located at 7207 Stephen F. Austin Road, beginning at 6:30 p.m. **THERE WILL BE NO PUBLIC ACCESS TO THE CITY HALL FOR THE MEETING** in order to advance the public health goal of limiting face-to-face meetings (also called “social distancing”) and to slow the spread of the Coronavirus (COVID-19). Instead, the Board will conduct the meeting by telephonic conference in accordance with the order of the Office of the Governor issued March 16, 2020. Any person may participate and address the city council by either:

Join the meeting on Zoom:

<https://zoom.us/j/93179917547?pwd=U3h6QWJZd2Jtb2I1VmNSa1JUZEIKQT09>

Or dial the following toll free numbers and enter the Meeting ID: 931 7991 7547 and #:

+1 346 248 7799 US (Houston); +1 253 215 8782 US; or +1 301 715 8592 US

This written notice, the meeting agenda, and the agenda packet, are posted online at [http://www.villageofjonescreektexas.com/city\\_government/agendas\\_and\\_minutes](http://www.villageofjonescreektexas.com/city_government/agendas_and_minutes)

The public will be permitted to offer public comments telephonically as provided by the agenda and as permitted by the presiding officer during the meeting. A recording of the telephonic meeting will be made, and will be available to the public in accordance with the Open Meetings Act upon written request. The matters to be discussed and acted on at the meeting are:

- 1. CALL TO ORDER**
- 2. INVOCATION AND PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL OF MEMBERS**
- 4. BUSINESS OF VISITORS (limited to five minutes per person)**

Members of the public may request permission to address the Board. Specific factual information or a recitation of existing policy may be furnished in response to an inquiry made by a member of the general public but any deliberation, discussion, or decision with respect to any subject about which the inquiry was made shall be

limited to a proposal to place such subject on the agenda for a subsequent meeting for which notice is provided in compliance with the Texas Open Meetings Act.

**5. OLD BUSINESS**

- a. Discuss and approve the minutes of the regular council meeting held July 21<sup>st</sup>, 2020.
- b. Discuss and consider action on Financial, Court, Technology and Building Security, Code Enforcement and other July Monthly Reports.
- c. Discuss and consider action on drainage improvement projects and updates from Drainage Liaison Corey Thomas.
- d. Discuss and Consider funding and professional services for the South Stephen F. Austin Drainage Project and North Live Oak Dr. Drainage Project.

**6. NEW BUSINESS**

- a. Discuss and Consider Amended Contract with Brazoria County Elections Department for the General Election on November 3<sup>rd</sup>, 2020.
- b. Discuss and consider funding a parking lot on the North side of park on the City owned property of 7117 Stephen F. Austin.
- c. Discuss and consider a three way stop sign at Live Oak Dr. and Arrow Lane.
- d. Discuss and Consider Amending Section 90.19 of the Jones Creek Code of Ordinances – Keeping of Swine.

**7. ADJOURNMENT**

**CERTIFICATION**

I hereby certify that this Public Notice was placed on the Official Bulletin Board at City Hall on Friday, August 14, 2020 at 10:30 a.m.

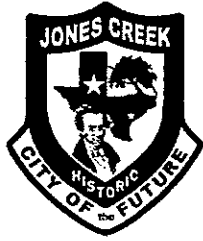
/s/  
\_\_\_\_\_  
Kimberly Morris, City Secretary

I hereby certify that this Public Notice was removed from the Official Bulletin Board at City Hall on the \_\_\_\_\_ day of \_\_\_\_\_ 2020, at \_\_\_\_\_ : \_\_\_\_\_ a.m. /p.m.

\_\_\_\_\_  
Kimberly Morris, City Secretary

NOTE: ITEMS WILL NOT NECESSARILY BE DISCUSSED AND ACTED ON IN THE ORDER THEY APPEAR ON THE AGENDA. THE BOARD OF ALDERMAN, AT ITS DISCRETION, MAY DISCUSS AND TAKE ACTION ON ANY OR ALL OF THE ITEMS LISTED IN A DIFFERENT ORDER IF A MAJORITY OF THE BOARD SO DETERMINES.

This notice is being posted pursuant to the Texas Open Meeting Act. (Chapter 551, Government Code). In compliance with the American with Disabilities Act, on request the Village of Jones Creek will provide for reasonable accommodations for persons attending meetings of its Board of Aldermen. Request for such accommodations or for interpreter services should be received 48 hours prior to any meeting. Please contact the Village Secretary's office at 979-233-2700 to request such accommodations.



## Village of Jones Creek

7207 Stephen F. Austin  
Jones Creek, TX 77541  
(979)233-2700

### CITY COUNCIL REGULAR MEETING

The Board of Alderman of the Village of Jones Creek, Texas held a Regular Council Meeting on Tuesday, July 21<sup>st</sup>, 2020 at the Village Hall located at 7207 Stephen F. Austin Road, beginning at 6:30 p.m. **THERE WAS NO PUBLIC ACCESS TO THE CITY HALL FOR THE MEETING** in order to advance the public health goal of limiting face-to-face meetings (also called “social distancing”) and to slow the spread of the Coronavirus (COVID-19). Instead, the Board conducted the meeting by telephonic conference in accordance with the order of the Office of the Governor issued March 16, 2020. Any person participated and addressed the city council by either:

Join the meeting on Zoom: <https://zoom.us/j/95593107526>

Or dial the following toll free numbers and enter the Meeting ID: 955 9310 7526 and #:

+1 346 248 7799 US (Houston); +1 253 215 8782 US; or +1 301 715 8592 US

This written notice, the meeting agenda, and the agenda packet, are posted online at [http://www.villageofjonescreektexas.com/city\\_government/agendas\\_and\\_minutes](http://www.villageofjonescreektexas.com/city_government/agendas_and_minutes)

The public was permitted to offer public comments telephonically as provided by the agenda and as permitted by the presiding officer during the meeting. A recording of the telephonic meeting was made, and will be available to the public in accordance with the Open Meetings Act upon written request. The matters discussed and acted on at the meeting were:

- 1. CALL TO ORDER** *The Village of Jones Creek Board of Aldermen held a regular called meeting on Tuesday, July 21<sup>st</sup>, 2020 and the meeting was called to order at 6:30 p.m. by Mayor Gordon Schlemmer.*
- 2. INVOCATION AND PLEDGE OF ALLEGIANCE** *The invocation was given by Mayor Gordon Schlemmer and the pledge was said by all.*
- 3. ROLL CALL OF MEMBERS** *The following members were present: Mayor Gordon Schlemmer, Alderman Terry Jeffers, Alderman Corey Thomas, Alderwoman Nicole Hardesty, Alderman Glenn Jordan, and Alderman Justin Wright.*
- 4. BUSINESS OF VISITORS** *There was no business of visitors.*

## 5. OLD BUSINESS

- a. Discuss and approve the minutes of the regular council meeting held June 16<sup>th</sup>, 2020; and, Special Emergency Meeting held on June 29<sup>th</sup>, 2020. *A motion to accept the minutes as presented was made by Mr. Terry Jeffers and seconded by Mr. Glenn Jordan to approve the minutes of June 16<sup>th</sup>, 2020 and June 29<sup>th</sup>, 2020; all members were in favor, and motion passed*
- b. Discuss and consider action on Financial, Court, Technology and Building Security, Code Enforcement and other June Monthly Reports; and April and May Marshal's Department Reports. *Mrs. Nicole Hardesty made a motion to approve the June monthly reports; and, April and May Marshal's Department Reports, with a second from Mr. Corey Thomas. All members were in favor and motion carried.*
- c. Discuss and Consider Quarterly Investment Report for 3rd Quarter of 2019-2020 Fiscal Year. *Mr. Terry Jeffers made a motion to accept the Investment Report for 3<sup>rd</sup> Quarter of 2019-2020 Fiscal Year. Mrs. Nicole Hardesty seconded the motion, all members were in favor, and motion carried.*
- d. Discuss and consider action on drainage improvement projects and updates from Drainage Liaison Corey Thomas. *Alderman and Drainage Liaison Corey Thomas and West Brazos Drainage Commissioner Rocky Thomas both gave a brief update regarding drainage improvement projects. Council took no further action at this time.*
- e. Discuss and Consider funding and professional services for the South Stephen F. Austin Drainage Project and North Live Oak Dr. Drainage Project. *Council discussed options for engineering services and the timeline of the projects. Mr. Glenn Jordan made a motion to approve the purchase of culverts not to exceed \$36,000 for the South Stephen F. Austin Drainage Project. Mr. Justin Wright seconded the motion and a full favorable vote by council proceeded the motion and second; and, motion passed.*

## 6. NEW BUSINESS

- a. Discuss and consider an Ordinance to invoke an eight percent (8%) increase in the calculation of the No New Revenue M&O Rate. *Tax Assessor and Collector Rovin Garrett addressed and advised council regarding invoking an eight percent (8%) increase in the calculation of the No New Revenue M&O Rate. Mr. Terry Jeffers made a motion to not invoke the eight percent (8%) increase, with a second from Mrs. Nicole Hardesty. A record vote was taken and is as follows:*

*Justin Wright – yea; Corey Thomas – yea; Nicole Hardesty – yea; Glenn Jordan – yea; and, Terry Jeffers – yea. Motion carried with a majority favorable vote.*

- b. *Discuss and Consider Budget Goals for Fiscal Year 2020/2021. Council briefly discussed goals for the Fiscal Year 2020-2021 Budget. Mr. Corey Thomas expressed his desire to allot \$50,000 more to drainage and possibly include funds for an additional maintenance position. No further action was taken at this time.*
- c. *Discuss and consider appointing a member to the Drainage Committee. Mr. Corey Thomas made a motion to appoint Mr. Mike Noska to the Drainage Committee; and, Mr. Glenn Jordan seconded. All members voted in favor and motion carried.*
- d. *Discuss and consider Ordinance 516 amending Chapter 33, Municipal Court, of its Code of Ordinances; providing for the appointment of Court Clerk; and making other findings and provisions related thereto. Mr. Terry Jeffers made a motion to approve Ordinance 516 amending Chapter 33, Municipal Court, of its Code of Ordinances; providing for the appointment of Court Clerk; and making other findings and provisions related thereto. Mrs. Nicole Hardesty seconded the motion, all members voted in favor, and motion passed.*
- e. *Discuss and consider amending Employee Handbook Organizational Chart. A motion and a second were made by Mr. Terry Jeffers and Mrs. Nicole Hardesty, respectively, to approve amending the Employee Handbook Organizational Chart. Motion passed after a full favorable vote.*
- f. *Discuss and consider a long term heavy load permit with Phillips 66 Pipeline LLC for damages of Stephen F. Austin Road and Durazno Road as used during the maintenance of the Phillips 66 pipeline. Mr. Corey Thomas made a motion to postpone indefinitely discussion regarding a long term heavy load permit with Phillips 66 Pipeline LLC for damages of Stephen F. Austin Road and Durazno Road as used during the maintenance of the Phillips 66 pipeline or until further information can be provided. Mr. Justin Wright seconded the motion; and, motion passed after a full favorable vote.*
- g. *Discuss, consider, and select an administration/project delivery service provider to complete application and project implementation for the CDBG-Mitigation (MIT) funding through the General Land Office. Council was presented with one proposal for selecting an administration/project delivery service provider to complete application and project implementation for the CDBG-Mitigation (MIT) funding through the General Land Office. Mr. Terry Jeffers made a motion to accept the proposal from Grantworks and employee them for the services. Mr. Justin Wright seconded the motion, all members voted in favor, and motion passed.*

7. **ADJOURNMENT** *A motion was made by Mr. Glenn Jordan and seconded by Mr. Corey Thomas to adjourn the meeting at 8:08 p.m., all members were in favor, and motion passed*

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Gordon Schlemmer, Mayor

ATTEST:

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Kimberly Morris, City Secretary/Administrator

Village of Jones Creek, Texas  
**Budget vs. Actual**  
 July 2020

	<u>Jul 20</u>	<u>Budget</u>
<b>Income</b>		
<b>Grant Funds</b>		
FEMA Reimbursements	24,145.00	
<b>Total Grant Funds</b>	24,145.00	
<b>Misc. Income</b>		
Capital Surplus	0.00	0.00
Miscellaneous Revenues	0.00	250.00
<b>Total Misc. Income</b>	0.00	250.00
<b>Outside Revenue</b>		
Ad Valorem Tax	7,578.22	5,000.00
BCCA	0.00	0.00
Dividend Income	0.00	37.50
Franchise Fees	4,637.50	7,916.67
Interest Earned	80.66	833.33
Sales Tax Revenue	6,586.12	6,500.00
<b>Total Outside Revenue</b>	18,882.50	20,287.50
<b>Permits/Fees</b>		
Animal Registration Fees	5.00	45.45
Annual Game Room Fees	0.00	0.00
Building Permits	276.92	1,000.00
Golf Cart Fees	0.00	20.00
Vendor Fees	0.00	0.00
<b>Total Permits/Fees</b>	281.92	1,065.45
<b>Service Income</b>		
Court Fines	24,987.01	29,000.00
Marshal's Report Fees	0.00	0.00
NSF Fee	0.00	0.00
Processing Fees - Credit Cards	0.00	600.00
Rental Income	0.00	477.80
Trash Bags	30.00	50.00
Trash Service Receipts	19,438.33	17,500.00
<b>Total Service Income</b>	44,455.34	47,627.80
<b>Total Income</b>	87,764.76	69,230.75
<b>Expense</b>		
<b>Administration</b>		
Dues and Subscriptions	0.00	
<b>Total Administration</b>	0.00	
<b>Capital Expenditures</b>		



Village of Jones Creek, Texas  
**Budget vs. Actual**  
 July 2020

	Jul 20	Budget
<b>Surplus</b>	0.00	0.00
<b>Total Capital Expenditures</b>	0.00	0.00
<b>Dues</b>		
BCCA	50.00	
Newspaper Notices	0.00	200.00
Texas Municipal Court Associatio	75.00	75.00
Website	0.00	15.00
<b>Total Dues</b>	125.00	290.00
<b>Equipment</b>		
Aircards	189.95	200.00
Law Enforcement Equipment	0.00	0.00
<b>Total Equipment</b>	189.95	200.00
<b>Insurance</b>		
Liability Insurance	153.50	
Windstorm Insurance	3,914.00	
<b>Total Insurance</b>	4,067.50	
<b>Maintenance</b>		
Building Maintenance	0.00	0.00
Park Maintenance	0.00	0.00
Street Repairs	1,189.59	0.00
<b>Total Maintenance</b>	1,189.59	0.00
<b>Payroll</b>		
Benefits	10,342.00	9,867.57
Direct Deposit	0.00	30.00
Direct Deposit 2	39.03	
Salaries	42,625.92	46,483.82
Taxes	3,268.50	3,622.46
<b>Total Payroll</b>	56,275.45	60,003.85
<b>Professional Fees</b>		
Accurint	184.27	100.00
Animal Control	0.00	375.00
Appraisal District	0.00	350.00
Attorney's Fees	1,239.50	1,000.00
Audit	0.00	0.00
Building Inspections	877.68	1,200.00
Codification Update	0.00	0.00
Communications System	0.00	0.00
Computer/Software Maintenance	225.41	0.00

9:23 AM  
08/12/20  
Cash Basis

Village of Jones Creek, Texas  
**Budget vs. Actual**  
July 2020

	<u>Jul 20</u>	<u>Budget</u>
<b>Council Expenses</b>	0.00	375.00
<b>County MCT Maintenance</b>	0.00	0.00
<b>Credit Card Fees</b>	424.78	375.00
<b>Dispatch Service Fee</b>	0.00	0.00
<b>Elections</b>	0.00	0.00
<b>Event Expenses</b>	0.00	0.00
<b>Fire Department Donations</b>	263.00	
<b>Juror's Fees</b>	0.00	125.00
<b>Leads Online</b>	0.00	135.00
<b>Omnibase</b>	276.00	350.00
<b>Pest Treatment</b>	0.00	0.00
<b>Postage</b>	360.00	0.00
<b>Prisoner Keep</b>	0.00	375.00
<b>Quickbooks Advisor</b>	0.00	0.00
<b>RMS MCT Maintenance</b>	0.00	0.00
<b>Tax Assessor</b>	0.00	100.00
<b>Taxes on Fines</b>	13,193.59	29,250.00
<b>TCLEDDS</b>	0.00	0.00
<b>Trash Sales Tax</b>	1,420.80	1,450.00
<b>Trash Services</b>	9,762.16	10,000.00
<b>Webpay Service</b>	0.00	0.00
<b>Total Professional Fees</b>	<u>28,227.19</u>	<u>45,560.00</u>
<b>Supplies</b>		
<b>Building Supplies</b>	739.70	300.00
<b>Office Copier Maintenance</b>	0.00	0.00
<b>Office Postage/Mailing</b>	37.62	100.00
<b>Office Supplies</b>	1,247.77	600.00
<b>Signs</b>	0.00	0.00
<b>Uniforms</b>	0.00	0.00
<b>Total Supplies</b>	<u>2,025.09</u>	<u>1,000.00</u>
<b>Travel</b>		
<b>Mileage</b>	13.50	80.00
<b>Seminars and Training</b>	1,135.74	0.00
<b>Total Travel</b>	<u>1,149.24</u>	<u>80.00</u>
<b>Utilities</b>		
<b>Electric</b>	406.64	350.00
<b>Gas</b>	24.45	32.50
<b>Street Lights</b>	343.32	500.00
<b>Telephone</b>	675.71	500.00
<b>Total Utilities</b>	<u>1,450.12</u>	<u>1,382.50</u>
<b>Vehicle</b>		

9:23 AM  
08/12/20  
Cash Basis

Village of Jones Creek, Texas  
**Budget vs. Actual**  
July 2020

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	<u>Jul 20</u>	<u>Budget</u>
Fuel	23.56	2,500.00
Maintenance	370.76	0.00
<b>Total Vehicle</b>	<u>394.32</u>	<u>2,500.00</u>
<b>Total Expense</b>	<u>95,093.45</u>	<u>111,016.35</u>
<b>Net Income</b>	<u><b>-7,328.69</b></u>	<u><b>-41,785.60</b></u>

Village of Jones Creek, Texas  
Profit & Loss  
July 2020

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	<u>Jul 20</u>
<b>Income</b>	
<b>Grant Funds</b>	
FEMA Reimbursements	24,145.00
<b>Total Grant Funds</b>	24,145.00
<b>Outside Revenue</b>	
Ad Valorem Tax	7,578.22
Franchise Fees	4,637.50
Interest Earned	80.66
Sales Tax Revenue	6,586.12
<b>Total Outside Revenue</b>	18,882.50
<b>Permits/Fees</b>	
Animal Registration Fees	5.00
Building Permits	276.92
<b>Total Permits/Fees</b>	281.92
<b>Service Income</b>	
Court Fines	24,987.01
Trash Bags	30.00
Trash Service Receipts	19,438.33
<b>Total Service Income</b>	44,455.34
<b>Total Income</b>	87,764.76
<b>Expense</b>	
<b>Administration</b>	
Dues and Subscriptions	0.00
<b>Total Administration</b>	0.00
<b>Dues</b>	
BCCA	50.00
Texas Municipal Court Associatio	75.00
<b>Total Dues</b>	125.00
<b>Equipment</b>	
Aircards	189.95
<b>Total Equipment</b>	189.95
<b>Insurance</b>	
Liability Insurance	153.50
Windstorm Insurance	3,914.00
<b>Total Insurance</b>	4,067.50

Village of Jones Creek, Texas  
Profit & Loss  
July 2020

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	<u>Jul 20</u>
<b>Maintenance</b>	
Street Repairs	1,189.59
<b>Total Maintenance</b>	1,189.59
<b>Payroll</b>	
Benefits	10,342.00
Direct Deposit 2	39.03
Salaries	42,625.92
Taxes	3,268.50
<b>Total Payroll</b>	56,275.45
<b>Professional Fees</b>	
Accurint	184.27
Attorney's Fees	1,239.50
Building Inspections	877.68
Computer/Software Maintenance	225.41
Credit Card Fees	424.78
Fire Department Donations	263.00
Omnibase	276.00
Postage	360.00
Taxes on Fines	13,193.59
Trash Sales Tax	1,420.80
Trash Services	9,762.16
<b>Total Professional Fees</b>	28,227.19
<b>Supplies</b>	
Building Supplies	739.70
Office Postage/Mailing	37.62
Office Supplies	1,247.77
<b>Total Supplies</b>	2,025.09
<b>Travel</b>	
Mileage	13.50
Seminars and Training	1,135.74
<b>Total Travel</b>	1,149.24
<b>Utilities</b>	
Electric	406.64
Gas	24.45
Street Lights	343.32
Telephone	675.71
<b>Total Utilities</b>	1,450.12
<b>Vehicle</b>	

9:23 AM  
08/12/20  
Cash Basis

Village of Jones Creek, Texas  
**Profit & Loss**  
July 2020

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	<u>Jul 20</u>
Fuel	23.56
Maintenance	<u>370.76</u>
Total Vehicle	<u>394.32</u>
Total Expense	<u>95,093.45</u>
Net Income	<u><u>-7,328.69</u></u>

9:25 AM  
08/12/20  
Cash Basis

Village of Jones Creek, Texas  
Budget vs. Actual - Trash  
July 2020

	<u>Jul 20</u>	<u>Budget</u>
<b>Income</b>		
<b>Service Income</b>		
<b>Marshal's Report Fees</b>	0.00	0.00
<b>Trash Service Receipts</b>	19,438.33	17,500.00
<b>Total Service Income</b>	<u>19,438.33</u>	<u>17,500.00</u>
<b>Total Income</b>	<u>19,438.33</u>	<u>17,500.00</u>
<b>Expense</b>		
<b>Professional Fees</b>		
<b>Fire Department Donations</b>	263.00	
<b>Postage</b>	360.00	0.00
<b>Trash Sales Tax</b>	1,420.80	1,450.00
<b>Trash Services</b>	9,762.16	10,000.00
<b>Total Professional Fees</b>	<u>11,805.96</u>	<u>11,450.00</u>
<b>Supplies</b>		
<b>Office Supplies</b>	91.99	100.00
<b>Total Supplies</b>	<u>91.99</u>	<u>100.00</u>
<b>Total Expense</b>	<u>11,897.95</u>	<u>11,550.00</u>
<b>Net Income</b>	<u><u>7,540.38</u></u>	<u><u>5,950.00</u></u>

Village of Jones Creek, Texas  
**Budget vs. Actual - Street**  
July 2020

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	<u>Jul 20</u>	<u>Budget</u>
<b>Income</b>	0.00	
<b>Expense</b>		
<b>Maintenance</b>		
Building Maintenance	0.00	0.00
Park Maintenance	0.00	0.00
Street Repairs	1,189.59	0.00
<b>Total Maintenance</b>	1,189.59	0.00
<b>Payroll</b>		
Benefits	1,272.56	1,415.65
Salaries	5,166.40	5,596.50
Taxes	395.24	428.15
<b>Total Payroll</b>	6,834.20	7,440.30
<b>Supplies</b>		
Building Supplies	739.70	300.00
Signs	0.00	0.00
<b>Total Supplies</b>	739.70	300.00
<b>Travel</b>		
Mileage	0.00	0.00
Seminars and Training	0.00	0.00
<b>Total Travel</b>	0.00	0.00
<b>Utilities</b>		
Electric	406.64	
Street Lights	343.32	500.00
<b>Total Utilities</b>	749.96	500.00
<b>Total Expense</b>	9,513.45	8,240.30
<b>Net Income</b>	<u><u>-9,513.45</u></u>	<u><u>-8,240.30</u></u>



Village of Jones Creek, Texas  
Budget vs. Actual - Marshal  
July 2020

	Jul 20	Budget
Income	0.00	
<b>Expense</b>		
<b>Equipment</b>		
Aircards	189.95	200.00
Law Enforcement Equipment	0.00	0.00
<b>Total Equipment</b>	189.95	200.00
<b>Payroll</b>		
Benefits	5,478.99	4,602.07
Salaries	24,741.12	27,025.32
Taxes	1,892.66	2,067.41
<b>Total Payroll</b>	32,112.77	33,694.80
<b>Professional Fees</b>		
Accurint	184.27	100.00
Computer/Software Maintenance	0.00	0.00
County MCT Maintenance	0.00	0.00
Dispatch Service Fee	0.00	0.00
Leads Online	0.00	135.00
RMS MCT Maintenance	0.00	0.00
TCLEDDS	0.00	0.00
<b>Total Professional Fees</b>	184.27	235.00
<b>Supplies</b>		
Office Copier Maintenance	0.00	0.00
Office Supplies	66.45	150.00
Uniforms	0.00	0.00
<b>Total Supplies</b>	66.45	150.00
<b>Travel</b>		
Seminars and Training	0.00	0.00
<b>Total Travel</b>	0.00	0.00
<b>Utilities</b>		
Telephone	167.05	250.00
<b>Total Utilities</b>	167.05	250.00
<b>Vehicle</b>		
Fuel	23.56	2,500.00
Maintenance	370.76	0.00
<b>Total Vehicle</b>	394.32	2,500.00

9:25 AM  
08/12/20  
Cash Basis

Village of Jones Creek, Texas  
Budget vs. Actual - Marshal  
July 2020

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	<u>Jul 20</u>	<u>Budget</u>
Total Expense	33,114.81	37,029.80
Net Income	<u>-33,114.81</u>	<u>-37,029.80</u>

Village of Jones Creek, Texas  
**Budget vs. Actual - Court**  
 July 2020

	<u>Jul 20</u>	<u>Budget</u>
<b>Income</b>		
<b>Service Income</b>		
<b>Court Fines</b>	24,987.01	29,000.00
<b>Total Service Income</b>	<u>24,987.01</u>	<u>29,000.00</u>
<b>Total Income</b>	24,987.01	29,000.00
<b>Expense</b>		
<b>Dues</b>		
<b>Texas Municipal Court Associatio</b>	75.00	75.00
<b>Total Dues</b>	75.00	75.00
<b>Payroll</b>		
<b>Benefits</b>	1,259.83	1,278.25
<b>Salaries</b>	5,620.80	6,172.50
<b>Taxes</b>	437.64	538.65
<b>Total Payroll</b>	<u>7,318.27</u>	<u>7,989.40</u>
<b>Professional Fees</b>		
<b>Computer/Software Maintenance</b>	0.00	0.00
<b>Juror's Fees</b>	0.00	125.00
<b>Omnibase</b>	276.00	350.00
<b>Prisoner Keep</b>	0.00	375.00
<b>Taxes on Fines</b>	13,193.59	29,250.00
<b>Total Professional Fees</b>	<u>13,469.59</u>	<u>30,100.00</u>
<b>Supplies</b>		
<b>Office Supplies</b>	120.85	100.00
<b>Total Supplies</b>	120.85	100.00
<b>Travel</b>		
<b>Mileage</b>	13.50	80.00
<b>Seminars and Training</b>	0.00	0.00
<b>Total Travel</b>	<u>13.50</u>	<u>80.00</u>
<b>Total Expense</b>	<u>20,997.21</u>	<u>38,344.40</u>
<b>Net Income</b>	<u><u>3,989.80</u></u>	<u><u>-9,344.40</u></u>

9:27 AM  
08/12/20  
Cash Basis

Village of Jones Creek, Texas  
Budget vs. Actual - Admin  
July 2020

	<u>Jul 20</u>	<u>Budget</u>
<b>Income</b>		
<b>Grant Funds</b>		
FEMA Reimbursements	24,145.00	
<b>Total Grant Funds</b>	24,145.00	
<b>Misc. Income</b>		
Capital Surplus	0.00	0.00
Miscellaneous Revenues	0.00	250.00
<b>Total Misc. Income</b>	0.00	250.00
<b>Outside Revenue</b>		
Ad Valorem Tax	7,578.22	5,000.00
BCCA	0.00	0.00
Dividend Income	0.00	37.50
Franchise Fees	4,637.50	7,916.67
Interest Earned	76.80	833.33
Sales Tax Revenue	6,586.12	6,500.00
<b>Total Outside Revenue</b>	18,878.64	20,287.50
<b>Permits/Fees</b>		
Animal Registration Fees	5.00	45.45
Annual Game Room Fees	0.00	0.00
Building Permits	276.92	1,000.00
Golf Cart Fees	0.00	20.00
Vendor Fees	0.00	0.00
<b>Total Permits/Fees</b>	281.92	1,065.45
<b>Service Income</b>		
Marshal's Report Fees	0.00	0.00
NSF Fee	0.00	0.00
Processing Fees - Credit Cards	0.00	600.00
Rental Income	0.00	477.80
Trash Bags	30.00	50.00
<b>Total Service Income</b>	30.00	1,127.80
<b>Total Income</b>	43,335.56	22,730.75
<b>Expense</b>		
<b>Capital Expenditures</b>		
Surplus	0.00	0.00
<b>Total Capital Expenditures</b>	0.00	0.00
<b>Dues</b>		
BCCA	50.00	
Newspaper Notices	0.00	200.00

Village of Jones Creek, Texas  
 Budget vs. Actual - Admin  
 July 2020

	Jul 20	Budget
Website	0.00	15.00
<b>Total Dues</b>	50.00	215.00
Equipment		
Aircards	0.00	0.00
<b>Total Equipment</b>	0.00	0.00
Insurance		
Liability Insurance	153.50	
Windstorm Insurance	3,914.00	
<b>Total Insurance</b>	4,067.50	
Payroll		
Benefits	2,330.62	2,571.60
Direct Deposit	0.00	30.00
Salaries	7,097.60	7,689.50
Taxes	542.96	588.25
<b>Total Payroll</b>	9,971.18	10,879.35
Professional Fees		
Animal Control	0.00	375.00
Appraisal District	0.00	350.00
Attorney's Fees	1,239.50	1,000.00
Audit	0.00	0.00
Building Inspections	877.68	1,200.00
Codification Update	0.00	0.00
Communications System	0.00	0.00
Computer/Software Maintenance	225.41	0.00
Council Expenses	0.00	375.00
Credit Card Fees	424.78	375.00
Elections	0.00	0.00
Event Expenses	0.00	0.00
Pest Treatment	0.00	0.00
Quickbooks Advisor	0.00	0.00
Tax Assessor	0.00	100.00
Webpay Service	0.00	0.00
<b>Total Professional Fees</b>	2,767.37	3,775.00
Supplies		
Office Postage/Mailing	37.62	100.00
Office Supplies	968.48	250.00
<b>Total Supplies</b>	1,006.10	350.00
Travel		

9:27 AM  
08/12/20  
Cash Basis

Village of Jones Creek, Texas  
**Budget vs. Actual - Admin**  
July 2020

---

	<u>Jul 20</u>	<u>Budget</u>
Mileage	0.00	0.00
Seminars and Training	<u>1,135.74</u>	<u>0.00</u>
Total Travel	1,135.74	0.00
Utilities		
Electric	0.00	350.00
Gas	24.45	32.50
Telephone	<u>508.66</u>	<u>250.00</u>
Total Utilities	<u>533.11</u>	<u>632.50</u>
Total Expense	<u>19,531.00</u>	<u>15,851.85</u>
Net Income	<u><u>23,804.56</u></u>	<u><u>6,878.90</u></u>

Village of Jones Creek, Texas  
**Balance Sheet**  
As of July 31, 2020

	<u>Jul 31, 20</u>
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
Cash	
Building Security Fund #28605	25,838.48
General Fund Cash Account	448,489.19
Petty Cash	145.00
Police Allocation #28720	6,251.26
Seized Account #28886	1,613.31
Technology Fund #28597	17,626.05
Cash - Other	-0.07
Total Cash	<u>499,963.22</u>
CDs	
CD 7595	36,666.90
CD11833	13,911.75
Total CDs	<u>50,578.65</u>
Total Checking/Savings	<u>550,541.87</u>
Other Current Assets	
ACCT. RECEIVABLE NSF CHECKS	271.51
Total Other Current Assets	<u>271.51</u>
Total Current Assets	<u>550,813.38</u>
<b>TOTAL ASSETS</b>	<b><u>550,813.38</u></b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	968.44
Total Accounts Payable	<u>968.44</u>
Other Current Liabilities	
Liabilities	
Due to State Tax on Fines	22,781.70
Payroll Liabilities	15,671.19
Rental Deposit	1,020.00
Service Deposit Liability	14,282.03
Total Liabilities	<u>53,754.92</u>
Total Other Current Liabilities	<u>53,754.92</u>
Total Current Liabilities	<u>54,723.36</u>
Total Liabilities	<u>54,723.36</u>
Equity	
Undesignated Funds	915,425.86
Net Income	-419,335.84
Total Equity	<u>496,090.02</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u>550,813.38</u></b>

OFFICE OF COURT ADMINISTRATION  
TEXAS JUDICIAL COUNCIL

Official Municipal Court Monthly Report

Month July Year 2020

Municipal Court for the City of JONES CREEK

Presiding Judge BEVERLY WIDNER

If new, date assumed office \_\_\_\_\_

Court Mailing Address 7207 STEPHEN F AUSTIN RD

City JONES CREEK, TX Zip 77541

Phone Number 979-233-1826

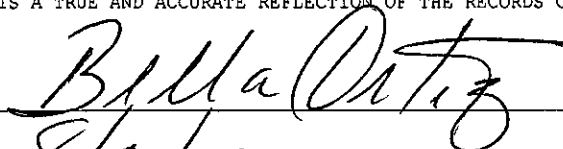
Fax Number 979-233-3712

Court's Public Email syssetsyssetsysset

Court's Website http://

THE ATTACHED IS A TRUE AND ACCURATE REFLECTION OF THE RECORDS OF THIS COURT.

Prepared by



Date

8/3/20

Phone: (979) 233-1826

PLEASE RETURN THIS FORM NO LATER THAN 20 DAYS FOLLOWING THE END OF THE MONTH REPORTED TO:

OFFICE OF COURT ADMINISTRATION  
P.O. BOX 12066  
AUSTIN, TX  
78711-2066

PHONE: (512) 463-1625

Fax: (512) 936-2423



CRIMINAL SECTION

COURT	VILLAGE OF JONES CREEK	TRAFFIC			NON-TRAFFIC		
		NON-PARKING	PARKING	CITY ORD	PENAL CODE	STATE LAW	CITY ORD
MONTH	July	YEAR		2020			
1. Total Cases Pending First of Month:							
		6,165	4	0	2,165	42	244
a. Active Cases							
		3,989	1	0	908	26	220
b. Inactive Cases							
		2,176	3	0	1,257	16	24
2. New Cases Filed							
		98	0	0	40	0	0
3. Cases Reactivated							
		22	0	0	19	0	0
4. All Other Cases Added							
		0	0	0	0	0	0
5. Total Cases on Docket							
		4,109	1	0	967	26	220
6. Dispositions Prior to Court Appearance or Trial:							
a. Uncontested Dispositions							
		16	0	0	3	0	0
b. Dismissed by Prosecution							
		1	0	0	0	0	0
7. Dispositions at Trial:							
a. Convictions:							
1) Guilty Plea or Nolo Contendere							
		2	0	0	1	0	0
2) By the Court							
		0	0	0	0	0	0
3) By the Jury							
		0	0	0	0	0	0
b. Acquittals:							
1) By the Court							
		0	0	0	0	0	0
2) By the Jury							
		0	0	0	0	0	0
c. Dismissed by Prosecution							
		1	0	0	0	0	0

CRIMINAL SECTION

COURT	VILLAGE OF JONES CREEK	TRAFFIC			NON-TRAFFIC		
		NON-PARKING	PARKING	CITY ORD	PENAL CODE	STATE LAW	CITY ORD
MONTH	July	YEAR		2020			
8. Compliance Dismissals:							
a. After Driver Safety Course							
		3					
b. After Deferred Disposition							
		31	0	0	1	0	0
c. After Teen Court							
		0	0	0	0	0	0
d. After Tobacco Awareness Course							
					0		
e. After Treatment for Chemical Dependency							
					0	0	
f. After Proof of Financial Responsibility							
		7					
g. All Other Transportation Code Dismissals							
		0	0	0	0	0	0
9. All Other Dispositions							
		0	0	0	0	0	0
10. Total Cases Disposed							
		61	0	0	5	0	0
11. Cases Placed on Inactive Status							
		51	0	0	40	0	1
12. Total Cases Pending End of Month:							
		6,202	4	0	2,200	42	244
a. Active Cases							
		3,997	1	0	922	26	219
b. Inactive Cases							
		2,205	3	0	1,278	16	25
13. Show Cause Hearings Held							
		0	0	0	0	0	0
14. Cases Appealed:							
a. After Trial							
		0	0	0	0	0	0
b. Without Trial							
		0	0	0	0	0	0

## CIVIL SECTION

COURT	VILLAGE OF JONES CREEK		
MONTH	July	YEAR	2020
		TOTAL CASES	
1.	Total Cases Pending First of Month:		0
	a. Active Cases		0
	b. Inactive Cases		0
2.	New Cases Filed		0
3.	Cases Reactivated		0
4.	All Other Cases Added		0
5.	Total Cases on Docket		0
6.	Uncontested Civil Fines or Penalties		0
7.	Default Judgments		0
8.	Agreed Judgments		0
9.	Trial/Hearing by Judge/Hearing Officer		0
10.	Trial by Jury		0
11.	Dismissed for Want of Prosecution		0
12.	All Other Dispositions		0
13.	Total Cases Disposed		0
14.	Cases Placed on Inactive Status		0
15.	Total Cases Pending End of Month:		0
	a. Active Cases		0
	b. Inactive Cases		0
16.	Cases Appealed:	XXXXXXXXXXXXXXXXXX	
	a. After Trial		0
	b. Without Trial		0

JUVENILE/MINOR ACTIVITY

COURT	VILLAGE OF JONES CREEK	TOTAL
MONTH	July	YEAR 2020
1. Transportation Code Cases Filed		4
2. Non-driving Alcoholic Beverage Code Cases Filed		0
3. Driving Under the Influence of Alcohol Cases Filed		0
4. Drug Paraphernalia Cases Filed		0
5. Tobacco Cases Filed		0
6. Truancy Cases Filed		0
7. Education Code (Except Failure to Attend) Cases Filed		0
8. Violation of Local Daytime Curfew Ordinance Cases Filed		0
9. All Other Non-traffic Fine-only Cases Filed		1
10. Transfer to Juvenile Court:	XXXXXXXXXXXXXXXXXXXX	
a. Mandatory Transfer		0
b. Discretionary Transfer		0
11. Accused of Contempt and Referred to Juvenile Court (Delinquent Conduct)		0
12. Held in Contempt by Criminal Court (Fined and/or Denied Driving Privileges)		0
13. Juvenile Statement Magistrate Warning:	XXXXXXXXXXXXXXXXXXXX	
a. Warnings Administered		0
b. Statements Certified		0
14. Detention Hearings Held		0
15. Orders for Non-secure Custody Issued		0
16. Parent Contributing to Nonattendance Cases Filed		0



ADDITIONAL ACTIVITY

	TOTAL
14. Cases in Which Fine and Court Costs Satisfied by Community Service:	XXXXXXXXXXXXXXXXXXXX
a. Partial Satisfaction	0
b. Full Satisfaction	0
15. Cases in Which Fine and Court Costs Satisfied by Jail Credit	8
16. Cases in Which Fine and Court Costs Waived for Indigency	0
17. Amount of Fines and Court Costs Waived for Indigency	\$0.00
18. Fines, Court Costs and Other Amounts Collected:	XXXXXXXXXXXXXXXXXXXX
a. Kept by City	\$13,104.21
b. Remitted to State	\$9,858.18
c. Total	\$22,962.39

*Total Income* 24,173.01  
*Minus Collection Fee* - 1,210.62  
\$ 22,962.39

Run By: bella  
Report Type: Summary  
Date Range: 7/01/2020 - 7/31/2020  
Finalize Report: No  
Correction: No

\*\*\* END OF REPORT \*\*\*

P E R I O D I C F E E R E P O R T

-----  
Report for fees collected:           Posted   7/01/2020 - 7/31/2020  
-----

6	18.00	MCBS MUNICIPAL COURT BUILDING SEC.
TOTAL:	18.00	

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P E R I O D I C F E E R E P O R T

---

Report for fees collected:            Posted    7/01/2020 - 7/31/2020

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54	261.51	LMCBSF	Local Building Security Fund
TOTAL:	261.51		

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P E R I O D I C F E E R E P O R T

---

Report for fees collected:            Posted 7/01/2020 - 7/31/2020

---

6	24.00	CTF COURT TECHNOLOGY FUND
TOTAL:	24.00	

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P E R I O D I C F E E R E P O R T

---

Report for fees collected:            Posted    7/01/2020 - 7/31/2020

---

54	213.48	LMCTF	Local Court Technology Fund
TOTAL:	213.48		

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**CODE ENFORCEMENT MONTHLY REPORT  
JULY 2020**

**JUNKED VEHICLE**

**TALL GRASS** 4

**ACCUMULATION OF RUBBISH** 1

**RUBBISH IN DITCH** 3

**HOUSE NUMBER VIOLATION**

**HAZARDOUS TREE**

**PERMIT VIOLATION** 2

**International Prop Maint Code** 1

**OTHER**

**CLOSED** 7

**SUMMONS**

**CITATIONS**

**TOTAL** 18

PERMITS JULY 2020

7/2/2020 44 Burke	Shed	BV	
7/9/2020 105 Burke	Fence	Stark	
7/9/2020 6619 SFA	Electric Service	Stark	X
7/28/2020 207 Roark	Fence	Stark	
7/29/2020 111 Cotton	Electrical Meter	Stark	X

## 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 JONES CREEK, TEXAS, acting by and through its governing body, hereinafter referred to as "Political Subdivision," 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 Political Subdivision's election to be held on November 3, 2020. Political Subdivision and County may be referred to individually as a "Party" and collectively as "the Parties." The Parties herein agree to hold a November 3, 2020 Joint Election with all participating Political Subdivisions in accordance with, and under the authority of, Chapter 271 of the Texas Election Code, Governor Greg Abbott's Proclamation dated March 18, 2020, Joint Election Agreement (duly entered into by and between the parties and in correlation with the subject matter herein) and this Agreement. This Agreement, including its attachments, shall govern the subject matter to which it relates, and shall replace and supersede any Election Services Agreement, including all attachments thereto, previously entered into by the parties in relations to the May 2, 2020 Joint Election. This Agreement is entered into in consideration of the mutual covenants and promises hereinafter set out:

This contract is made by and between the VILLAGE OF JONES CREEK, TEXAS, acting by and through its governing body, hereinafter referred to as "Political Subdivision," 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 Political Subdivision requests the assistance of the County Clerk. Provisions specific to each particular election will be included as an attachment to the original contract. Political Subdivision and County Clerk may be referred to individually as "Party" or collectively as "Parties."

### RECITALS

The County Clerk has care, custody, and control over the electronic voting system, the Hart InterCivic Verity Voting System (Version 2.4), which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122, as amended, and is compliant with the accessibility requirements set forth by Texas Election Code Section 61.012. Political Subdivision desires to use the 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. The parties acknowledge that Governor Abbott's Proclamation dated May 2, 2020, to move their general and special elections for 2020. Political Subdivision and the County Clerk have accordingly determined that it is in the public interest of Brazoria County voters that the following contract be made and entered into for the purpose of having the County Clerk furnish to Political Subdivision certain election services and equipment needed by Political Subdivision in connection with holding its November 3, 2020 Election.

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. Political Subdivision 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 Political Subdivision 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 Political Subdivision.

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. Political Subdivision 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 Political Subdivision, 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, total 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

Political Subdivision shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code or Political Subdivision'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 Political Subdivision is holding any type of Special Election, the Political Subdivision 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 Political Subdivision must publish a separate notice so the Political Subdivision's notice is not included 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's 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 "A" 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 Political Subdivision. The Elections Department shall notify the Political Subdivision of any changes from the locations listed in Attachment "A".

If polling places for the joint election in Attachment "A" are different from the polling place(s) used by Political Subdivision in its most recent election, Political Subdivision agrees to post a notice no later than 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 name(s) and address(s) 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 election 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, Political Subdivision 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.



Compensation for the election judge and clerks will be an amount approved by the Brazoria County Commissioners Court not to exceed \$14 for election judges and \$12.00 for election clerks. 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 employees 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 Political Subdivision, the County Clerk Election Department will order the maps and pass that charge on to that particular Political Subdivision.

Political Subdivision 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 POLITICAL SUBDIVISION 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. Political Subdivision 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" who will receive compensation per an amount approved by the Brazoria County Commissioners Court not to exceed \$14.00 and \$12.00 for clerks. Early Voting by personal appearance will be held at the locations, dates, and times listed in Attachment "B" of this

document. Any qualified voter of the Joint Election may vote early by personal appearance at any one of the joint early voting locations.

As Early Voting Clerk, the 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 Political Subdivision shall be forwarded immediately by fax or courier to the Elections Department for processing.

The County Clerk Elections Department shall, upon request, provide the Political Subdivision 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:	Johnathan Escamilla
Presiding Judge:	Tamara 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 Political Subdivision as soon as possible after all returns have been tabulated. All participating authorities shall be responsible for the official canvass of their respective elections.

The 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>.

#### 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. The County participates in "Vote Centers," therefore all political subdivisions can vote at any location.

It is agreed that the normal rental rate charged for the County's voting equipment used on Election Day shall be calculated per polling locations and among the participants utilizing each polling location. (See "Exhibit 1" for rental rates.) Total cost will be calculated, and then multiplied by the Political Subdivisions percentage number of registered voters or with the minimum of \$1500.00, for those with lesser amount.

Costs for Early Voting by Personal Appearance will also be charge with the same formula as Election Day. Those political subdivisions with the percentage of registered voters less than amount equal to \$1500.00 charged will be a minimum amount of \$1500.00.

Political Subdivision contracting for a runoff shall be responsible for all associated costs.

#### XI. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Political Subdivision may withdraw from this agreement and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code, or should it be later ruled that the election is not needed. Political Subdivision is fully liable for any expenses incurred by County Clerk on behalf of the Political Subdivision. 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. Political Subdivision 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 Political Subdivision'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 Political Subdivision 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 Political Subdivision's election under Title 14 of the Texas Election Code, Political Subdivision shall choose and provide, at its own expense, legal counsel for the County, the 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 Political Subdivision can enter into an agreement whereby either party agrees to indemnify or hold harmless another party; therefore, all references of any kind, if any, to indemnifying or holding or saving harmless for any reason are hereby deleted.
6. This agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in 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 Political Subdivision.
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 Political Subdivision 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 the Political Subdivision's obligation under the terms of this agreement shall be DETERMINED AFTER THE ELECTION. Political Subdivision agrees to pay to County a deposit of \$1,500.00. This deposit shall be paid to County within 10 business days after the final candidate filing deadline. The final candidate filing deadline was February 18, 2020. Therefore, new deposit date is due by Sept 14, 2020. The exact amount of the Political Subdivision's obligation under the terms of this Agreement shall be calculated after the NOVEMBER 3, 2020 election; and if the amount of the Political Subdivision's obligation exceeds the amount deposited, the Political Subdivision 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 Political Subdivision's obligation is less than the amount deposited, County shall refund to the Political Subdivision 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 \_\_\_\_\_, 2020 been executed on behalf of the County Clerk by the County Clerk pursuant to the Texas Election Code;

(2) On the \_\_\_\_\_ day of \_\_\_\_\_, 2020 been executed on behalf of the Political Subdivision by its Mayor or authorized representative, pursuant to an action of the Political Subdivision.

BRAZORIA COUNTY, COUNTY CLERK by

\_\_\_\_\_  
Joyce Hudman, County Clerk

ATTEST:

VILLAGE OF JONES CREEK, TEXAS

\_\_\_\_\_ By \_\_\_\_\_  
Presiding Officer or Authorized Representative  
VILLAGE OF JONES CREEK