

Joint Election Agreement

This Agreement is made by the City of Abilene, acting through its Mayor, Norm Archibald, (“City”) and the Abilene Independent School District, acting through its Board of Trustees President, (“AISD”) and the Wylie Independent School District, acting through its Board of Trustees President, (“WISD”) and the City of Impact, acting through its Mayor (“Impact”) and the Lytle Lake Water Control and Improvement District, acting through its President of the Board of Directors (“LLWCID”), for a Joint Election to be held on May 10, 2008, in which voters will elect members of the Abilene School District’s Board of Trustees, Wylie School District’s Board of Trustees, the Mayor and City Council for the City of Impact, the Lytle Lake Water Control and Improvement District Board and the Mayor and City Council for the City of Abilene. Each participating entity authorizes a joint contract with Kristi Allyn, Elections Administrator for Taylor County, Texas for the conduct and supervision of the Joint Cities, Schools and Lytle Lake Water District Elections on May 10, 2008.

In consideration of the following mutual covenants and promises, Cities and School Districts and Lytle Lake Water Control and Improvement District agree that:

1. The following location shall serve as the early voting common polling place for all entities:

| Location | Physical Address |
|---------------------|-----------------------------------|
| Taylor County Plaza | 400 Oak Street, Abilene, TX 79604 |

2. The following locations shall also serve as the early voting common polling places for AISD, WISD, City of Abilene and City of Impact.

| Location | Physical Address |
|-----------------|-----------------------------------|
| K-Mart | 4565 South 1 st Street |
| Mall of Abilene | 4310 Buffalo Gap Road |

3. The following locations shall also serve as the election day common polling places:

| Precincts | Location | Physical Address |
|------------------|--|---|
| 101 | Johnston Elementary School | 3602 North 12 th , Abilene, TX 79603 |
| 102 | Church of Christ – S 11 th & Willis | 3333 South 11 th , Abilene, TX 79605 |
| 103 | Bonham Elementary School | 4250 Potomac, Abilene, TX 79605 |
| 104-105-106 | Westminster Presbyterian | 4515 South 14 th Street, Abilene, TX 79605 |
| 201 | First Baptist – University Place | 302 Hickory, Abilene, TX 79601 |

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| 202 | Cobb Park Recreation Ctr. | 2300 State Street, Abilene, TX 79603 |
| 203-401 | Sears Park Recreation Ctr. | 2250 Ambler Ave., Abilene, TX 79603 |
| 204 | Abilene Primitive Baptist Church (Impact City Election) | 3565 Hickory St., Abilene, TX. 79601 |
| 205-107 | Elmcrest Baptist Church | 517 North Pioneer, Abilene, TX 79603 |
| 301 | Southwest Park Baptist Church | 2901 South 20 th , Abilene, TX 79605 |
| 302 | Southern Hills Church of Christ | 3666 Buffalo Gap Rd., Abilene, TX. 79605 |
| 303-304 | Allie Ward Elementary School | 3750 Paintbrush, Abilene, TX. 79606 |
| 305 | New Beginnings UPC | 5535 Buffalo Gap Rd., Abilene, TX 79606 |
| 306-108 | Zion Lutheran Church (Precinct #307 WISD only) | 2801 Antilley Road, Abilene, TX 79606 |
| 402 | Hillcrest Church of Christ (Jones Co., Pct. 6-7-8-14) | 650 East Ambler, Abilene, TX 79601 |
| 403 | University Church of Christ | 733 EN 16 th , Abilene, TX 79601 |
| 404 | Highland Church of Christ | 425 Highland, Abilene, TX 79605 |
| 405 | Bowie Elementary School | 1733 South 20 th , Abilene, TX 79602 |
| 406-407 | Thomas Elementary School (Precinct #408 WISD only) & (Lytle Water District) | 1240 Lakeside Drive, Abilene, TX 79602 |
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4. If the City of Abilene cancels its election due to uncontested positions, the other parties shall continue to use the appropriate voting places.
 5. If the School Districts cancel their elections due to uncontested positions, the other parties shall continue to use the appropriate voting places.
 6. If the City of Impact cancels its election due to uncontested positions, the other parties shall continue to use the appropriate voting places.
 7. If the Lytle Water District cancels its election due to uncontested positions, the other parties shall continue to use the appropriate voting places.

8. In connection with the performance of this Agreement, neither of the contracting parties will be deemed liable to third parties for any default of the other contracting party in connection with holding the election.
9. This Agreement shall be construed in accordance with the laws of the State of Texas and under Chapter 271 the Texas Election Code and all obligations of the parties are performable in Taylor County, Texas.
10. Each participating authority will be responsible for preparation, translation, adoption and publication of all required election orders, resolutions, notices and any other pertinent documents required by their respective governing bodies.
11. Each participating authority will be responsible for making the submission required by the Federal Voting Rights Act of 1965, as amended, with regard to administration of the joint election and any other changes which require preclearance by the U.S. Department of Justice will be the responsibility of each participating authority. Preparation of necessary bilingual materials for notices and preparation for the text for the official ballot will also be the responsibility of each participating authority.

City of Abilene

Date: _____

By: _____
Mayor

ATTEST:

City Secretary

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CITY OF ABILENE

Abilene Independent School District

Date: _____

By: _____
President

ATTEST:

AISD Board of Trustee Secretary

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Wylie Independent School District

Date: _____

By: _____
President

ATTEST:

Wylie Board of Trustee Secretary

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City of Impact

Date: _____ By: _____
Mayor

ATTEST:

City Secretary

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Lytle Lake Water Control and Improvement District

Date: _____ By: _____
President

ATTEST:

LLWCID Board of Trustee Secretary

