

# CANDIDATE WELCOME PACKET

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# Acknowledgement of Receipt of Candidate Filing Packet

# I hereby declare that I have received a QR code link to the Candidate Filing Packet from Shayne Green Chairman of the Brazoria County Republican Party.

Candidate's Printed Name

Candidate's Signature

Office Sought

Date Packet Received

Paid for by the Brazoria County Republican Party and not authorized by any candidate or candidate's committee. Not a required Primary Election Document



# **Candidate Contact Information Form**

Full Name:				
		Please Pri	nt Clearly	
Office Sough	nt:		Place/District:	
Incumbent:	Yes No			
Facebook:				
Twitter:				
Campaign W	/ebsite:			
Campaign A	ddress:			
Campaign C	ity:		Campaign Zip:	
-	needed in case t	he filing authority	e candidate or their representat must contact you regarding you will not be shared publicly.	
Phone:				
Email Addr	ress:			

# Please Return Completed Form To:

Shayne Green, Chairman, Brazoria County Republican Party



### GOP DATA CENTER ACCESS AGREEMENT

This GOP Data Center Access Agreement ("Agreement") is entered into as of the latest date on the signature page hereto by and between the Republican Party of Texas with offices located at 807 Brazos, Suite 701, Austin, TX 78701 ("STATE PARTY"), and the \_\_\_\_\_\_ (insert candidate's name) campaign with principal offices located at \_\_\_\_\_\_ (insert address) ("CAMPAIGN").

Whereas, the STATE PARTY has licensed computer software designed for building and maintaining a registered voter file and for providing access to said registered voter file over the Internet; and

Whereas, CAMPAIGN will provide enhancements to said registered voter file and provide such enhancements back to the STATE PARTY;

Now, therefore, for the mutual consideration set forth herein, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

### 1. Services to be Performed.

- a. For purposes of this Agreement, the term "State Voter File" shall refer to the voter file of the State, including, without limitation, the list of registered voters, any related demographic or personal information, vote history, research or survey results, and any and all other information, in each and every field, whether provided by the STATE PARTY or CAMPAIGN, and contained in or appended to the voter file and/or incorporated into the GOP Data Center application.
- b. STATE PARTY Services. The STATE PARTY will use its best efforts to provide access to the CAMPAIGN, throughout the term of this Agreement, to the State Voter File over the Internet using the GOP Data Center Software. The STATE PARTY will participate in the process of updating and enhancing the State Voter File as is necessary and appropriate, and as mutually agreed.
- c. CAMPAIGN Services. CAMPAIGN will update and enhance the State Voter File via the Internet or another mutually agreeable method. Such updates and enhancements will be provided to the STATE PARTY at mutually agreeable times and in mutually agreeable formats.
- d. There are no monetary fees associated with the services rendered pursuant to this Section 1, provided such services are within the mutually agreed upon file update

schedule. The actions taken by the parties in this section shall be a mutual exchange of equal value to the parties.

### 2. Legal Compliance.

- a. All files, lists, or other data that are acquired from a state, county or local government in connection with the construction of a statewide voter file, when in their original governmental entity-supplied format, are considered to be public data, and the use thereof is subject to the laws and regulations of the originating state and/or county or local governmental entity.
- b. CAMPAIGN shall be exclusively responsible for complying with the laws and regulations of the United States, and all relevant states and localities, regarding its use of any and all data incorporated into GOP Data Center.
- c. The STATE PARTY shall be exclusively responsible for complying with the laws and regulations of the United States, and all relevant states and relevant localities, regarding its use of any and all data incorporated into GOP Data Center.
- d. The STATE PARTY shall be exclusively responsible for complying with all relevant laws and regulations regarding the posting of voter data on the Internet.

### 3. Permissible GOP Data Center Usage.

It is understood and agreed that the information contained in GOP Data Center may be used for any legal purpose that may reasonably be categorized as both non-commercial and political. Under no circumstance shall any information incorporated into GOP Data Center be used for a commercial purpose.

If any user is discovered to have made any modification or addition to the data with malicious intent or with knowledge that such modification was false, the STATE PARTY and CAMPAIGN each reserve the right to immediately suspend or terminate access for that user.

### 4. Ownership.

- a. Ownership of Data. CAMPAIGN and STATE PARTY agree that the State Voter File and all lists and information contained therein, including any miscellaneous data collected by CAMPAIGN to update the State Voter File, is and shall remain the property of the Republican Party of Texas.
- b. The STATE PARTY and CAMPAIGN may create Private Fields. Private Fields must consist solely of data not at the time contained in the State Voter File. Private Fields must consist solely of data that is not essential to the basic functioning and utility of the State Voter File. An example of permissible Private Field includes but is not limited to data points gathered in contested primaries of

which candidates desire such data to be kept from his/her opponent. Private Fields will be permitted to be used by CAMPAIGN and the STATE PARTY and will only be accessible to other campaigns or users upon express mutual consent.

### 5. Access by Authorized Users.

- a. STATE PARTY, acting through an authorized employee, shall be responsible for granting individual GOP Data Center access by means of assigning log-on names and passwords.
- b. The STATE PARTY shall not provide any individual with a password except pursuant to the STATE PARTY's own use policy and standards, and shall maintain accurate records of all Authorized Users to whom passwords have been provided. The STATE PARTY shall inform all of its Authorized Users that passwords are not to be shared with any other individual and that passwords may only be distributed by the STATE PARTY.
- c. The STATE PARTY reserves the right to revoke or otherwise block access to GOP Data Center with respect to any user at any time.

### 6. Confidentiality.

Both the STATE PARTY and CAMPAIGN acknowledge that GOP Data Center and the State Voter File contain proprietary and confidential information and technology. No information regarding GOP Data Center or the State Voter File, or the STATE PARTY's or CAMPAIGN's use of either, shall be disclosed to any third party, except as provided in this Agreement. Each party agrees to use reasonable measures and efforts to provide protection for all such confidential information. This confidentiality provision shall not inhibit either party to this Agreement from providing access to the State Voter File or GOP Data Center, provided such access is granted according to the terms and conditions set forth herein. Additionally, this confidentiality provision shall not apply to information that is public knowledge prior to its disclosure by a party hereto. Each party hereto acknowledges and agrees that the other party will suffer irreparable injury and shall be entitled to injunctive relief upon such breach of this confidentiality provision in addition to any other remedy to which it may be entitled, either in law or in equity, without the necessity of posting bond or other security and a party may disclose confidential information as necessary in any action or proceeding to enforce the terms of this Agreement, and may disclose confidential information if and to the extent such disclosure is required by any applicable laws, lawful process, or judicial order.

### 7. Limitations of Liability.

a. Exclusive Remedy. The rights and remedies granted to CAMPAIGN under this Agreement constitute CAMPAIGN's sole and exclusive remedy against the STATE PARTY, its officers, agents and employees for breach of warranty, express or implied, or for any default whatsoever relating to the condition of the work or

the STATE PARTY's duties to provide services. Nothing in this section shall be construed to allow CAMPAIGN to seek a judgment under this Agreement that reaches the assets of STATE PARTY's officers, agents, or employees.

b. The members, officers, employees, and agents of the Republican Party of Texas (RPT), as well as the members of the State Republican Executive Committee of the RPT, shall not be held personally liable for any debt, liability of obligation of the RPT. All persons, corporations or other entities extending credit to, contracting with, or having any claim against the RPT, may look only to the funds and property of the RPT for payment of any such contract or claim or for the payment of any debt, damages, judgment or decree or any money that may otherwise become due or payable to them from the RPT. It is understood that the RPT will not be responsible for the payment of, or withholding of personnel-related federal, state, and/or local taxes, payroll taxes, Social Security taxes, health insurance, unemployment insurance, and any other similar personnel costs in connection with the agreement.

### 8. Term and Termination.

- a. Term. This Agreement shall be effective upon execution and shall continue in full force and effect until November 30, 2024, unless otherwise terminated in accordance with Section 8(b).
- b. Termination. This Agreement may be terminated pursuant to the following:
  - i. CAMPAIGN may terminate this Agreement if the STATE PARTY materially fails to perform or comply with this Agreement or any provision hereof; and
  - ii. the STATE PARTY may terminate this Agreement at any time in its sole discretion.

#### 9. Survival.

Paragraphs 4, 6, and 7 shall survive any termination or expiration of this Agreement.

#### 10. Controlling Law and Venue.

This Agreement shall be construed in accordance with, and controlled by the laws of, the State of Texas (the "State") as they apply to contracts performed entirely within the State, without regard to principles of conflicts of laws. The parties agree to jurisdiction and venue in the State.

### 11. Attorneys' Fees.

In any litigation arising out of or relating to this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees, costs and other expenses.

#### 12. Entire Agreement.

This Agreement does not constitute an offer by either party and it will not be effective until signed by both parties. Upon execution by both parties, this Agreement will constitute the entire agreement between the parties with respect to the subject matter hereof. This Agreement shall supersede all prior or contemporaneous agreements, discussions, or representations, whether oral or written, with respect to the subject matter of this Agreement (including earlier versions of such subject matter). This Agreement shall not be modified except by a written addendum signed on behalf of CAMPAIGN and the STATE PARTY by their respective duly authorized representatives.

#### 13. Severability.

If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

### 14. Waiver.

No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

#### **15. Section Headings.**

The section headings used in this Agreement are intended for convenience only and shall not be deemed to supersede or modify any provisions.

#### 16. Counterparts and Facsimile.

This Agreement may be executed in counterparts, each of which shall be deemed an original and both of which shall together constitute a single instrument. This Agreement may be executed via facsimile or email with pdf attachments, which signature shall be deemed legal and binding as original signatures hereto.

### 17. Authority.

CAMPAIGN and the STATE PARTY represent and warrant that they are duly authorized to enter into this Agreement. The undersigned warrant that they have the authority to bind the parties.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed on their behalf by their respective, duly authorized, proper signatories.

For the CAMPAIGN:

For the STATE PARTY:

Signature

Jen uffer Hare EX. D.R. Signature

Print Name and Title

Print Name and Title

Date

 $\frac{8/24}{2023}$ Date



# INSTRUCTIONS FOR GOP DATA CENTER ACCESS REQUEST

GOP Data Center access for candidates/campaign staff is a two step process. Each user will need to complete the candidate/campaign user agreement (paper form) and the online GOP Data Request form

- 1. Please write legibly when completing the candidate/campaign user agreement.
- 2. You must provide an email address in order to be granted access.
- 3. Your Legal Name; the same name listed on your voter registration card.
- 4. To expedite processing of your request, ensure that your information is readable, complete, and correct.
- 5. Please submit completed campaign agreement to the Republican Party of Texas (RPT) by email at <a href="mailto:mcavanaugh@texasgop.org">mcavanaugh@texasgop.org</a>
- 6. Go to <u>www.texasgop.org/data-tools/</u> and complete the information
- 7. Once those two actions have been taken, access will be granted. You will receive an automatically generated email from GOP Data Center containing your access information.
- 8. Check your spam and junk folders because often the email with your access information is sent there.

# Special Instructions for Candidates and Campaign Staff

- 1. All candidates and campaign staff must complete and submit the campaign agreement and the individual user agreement.
- 2. For candidates and campaign staff, specify on the individual user agreement:
  - a. The candidate's name
  - b. Office sought
  - c. Any distinguishing numbers, such as District, Place, etc.
- 3. If the district for the office sought isn't specified, and it covers a multi-county area, you will only be granted access to your home county.
- 4. Candidates and campaign staff are not required to have their individual user agreement approved by an SREC member or County Chair.

Not a Primary Election Document

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Post Office Box 2206, Austin, TX 78768 | www.texasgop.org

# **Candidate Platform Review**



# This form is NOT required by state law to file for a place on the ballot. A full version of the RPT Platform can be found at <u>www.TexasGOP.org</u>

**Rule No. 43 – Candidate Platform Review:** The Republican Party of Texas shall make an electronic copy of the most recent Platform available on its website. The County or State Chairman shall distribute a copy of the Platform to each candidate along with all other candidate application papers. The County or State Chairman shall request each non-judicial candidate to indicate whether the candidate agrees, disagrees, or is undecided for each bullet point item of the Party Principles included in the Preamble of the Platform and may include comments if desired. The County or State Chairman shall also request that each non-judicial candidate strongly supports. All candidates for non-judicial offices should file the completed Platform Review containing the candidate's responses at the time of filing for office. Candidates' responses shall be collected and recorded by the filing entity and may be published on the filing entity's website prior to the primary. If the filing entity has no website, a copy of the candidate's responses may be received from the filing entity. At the discretion of the Executive Committee of the filing entity, a candidate's response may be excluded from posting to the website of the filing entity.

**Rule No. 43A:** The Platform Committee of the biennial State Convention shall prepare a list of no less than ten (10) and no more than twenty (20) principles included in the Preamble of the Platform of the Republican Party of Texas which clearly defines the Party's values, with the knowledge and purpose that they be used to identify candidate values as stated in Rule No. 43. A candidate must return the candidate's completed Platform Review and the completed Candidate Resource Committee (CRC) funding application to be eligible to receive funds from the CRC of the SREC.

	Тпср	C3		-
1.	"The laws of nature and nature's God," and we support the strict adherence to the original language and intent of the Declaration of Independence and the Constitutions of the United States and of Texas.	Agree	Disagree	Undecided
2.	The sanctity of innocent human life, created in the image of God, which should be equally protected from fertilization to natural death.	Agree	Disagree	Undecided
3.	Preserving individual, Texan, and American sovereignty and freedom.	Agree	Disagree	Undecided
4.	Limiting government power to those items enumerated in the United States and Texas Constitutions.	Agree	Disagree	Undecided
5.	Personal accountability and responsibility.	Agree	Disagree	Undecided
6.	Self-sufficient families, founded on the traditional marriage of a natural man and a natural woman.	Agree	Disagree	Undecided
7.	Having an educated population, with parents having the freedom of choice for the education of their children.	Agree	Disagree	Undecided

# Principles



# **Candidate Platform Review**

# This form is NOT required by state law to file for a place on the ballot. A full version of the RPT Platform can be found at <u>www.TexasGOP.org</u>

<b>8.</b> The inalienable right of all people to defend themselves and their property.	Agree	Disagree	Undecided
<b>9.</b> A free enterprise society unencumbered by government interference or subsidies.	Agree	Disagree	Undecided
<b>10.</b> Honoring all of those that serve and protect our freedom.	Agree	Disagree	Undecided

### Comments:\_\_\_\_\_

# **Platform Review**

Please list at least ten items from the Party Platform that you strongly support:

1.	6.
2.	7.
3.	8.
4.	9.
5.	10.

Signature

Date

Printed Name

### Please Return Completed Form To Republican Party of Texas

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# FAQS ABOUT THE CANDIDATE PLATFORM REVIEW

# Q: Is the Platform Review required to be completed by a candidate in order to allow them to apply for candidacy?

A: The Platform Review is <u>NOT</u> required by state law or the Republican Party to file for a place on the ballot.

# Q: Which candidates should not complete the Platform Review?

A: Judicial candidates should not be asked to complete the review. By completing the Platform Review, a judicial candidate would be in violation of the code of judicial conduct and possibly recused from any case regarding a plank on the Platform. County Judges and JPs are not considered judicial candidates for the purpose of completing this review.

# Q: After a candidate completes the Platform Review, who do they submit it to?

A: A completed Platform Review is submitted to the same authority to which their candidate application was submitted. A candidate running for an office that is contained <u>entirely within one county</u> submits the completed Platform Review to their <u>County Chair</u>.

# Q: How long is a candidate's completed Platform Review made available upon request?

A: A candidate's completed Platform Review shall be made available by the appropriate party official for one year from the date of filing at reproduction costs to any person requesting such.

# Q: Where can the most current copy of the Party Platform be found?

A: The Party Platform can be found on RPT's website under "About" at <u>www.TexasGOP.org</u>.

# Q: Should a candidate read the Party Platform?

A: Yes!

# Q: Can the county party post the responses to the Platform Review on their website?

A: Yes. Make sure what you do for one candidate or race, you do for all.

# Q: When will the next revision of the Party Platform be available on the RPT website?

A: The SREC shall have a new platform available within two months after the adoption of the Texas Republican Party Platform by the RPT Convention Delegates.

First day to file for a place on the Primary ballot for precinct chair candidates.	Tuesday, September 12, 2023
First day to file for all other candidates for offices that are regularly scheduled to be on the Primary ballot; first day for independent candidates to file declaration of intent.	Saturday, November 11, 2023
Filing deadline for primary candidates; filing deadline for independent candidates to file declaration of intent.	Monday, December 11, 2023 at 6:00 PM
First day to apply for a ballot by mail using Application for a Ballot by Mail (ABBM) or Federal Postcard Application (FPCA).	Monday, January 1, 2024* *First day to file does not move because of New Year's Day holiday. An "Annual ABBM" or FPCA for a January or February 2024 election may be filed earlier, but not earlier than the 60th day before the date of the January or February election.
Last Day to Register to Vote	Monday, February 5, 2024
First Day of Early Voting	Tuesday, February 20, 2024* *First business day after Presidents' Day

Last Day to Apply for Ballot by Mail ( <b>Received</b> , not Postmarked)	Friday, February 23, 2024
Last Day of Early Voting	Friday, March 1, 2024
Last day to Receive Ballot by Mail	Tuesday, March 5, 2024 (Election Day) at 7:00 p.m. if carrier envelope is <b>not</b> postmarked, <b>OR</b> Wednesday, March 6, 2024 (next business day after Election Day) at 5:00 p.m. if carrier envelope is postmarked by 7:00 p.m. at the location of the election on Election Day (unless overseas or military voter deadlines apply) <sup>4</sup>
Authority Conducting Elections	

Authority Conducting Elections	Local Non-County Political Subdivisions
	(County-ordered elections may not be held on this date. County Election Official may, but is not required to, contract to provide election services to political subdivisions holding elections on this date.)
Deadline to post candidate requirements <sup>₅</sup> <u>Form 1-15</u>	Thursday, May 4, 2023
Deadline to Post Notice of Candidate Filing Deadline (Local Non-County Political Subdivisions Only) <sup>1</sup>	Monday, December 18, 2023

First Day to Apply for Ballot by Mail	Monday, January 1, 2024*
	*First day to file does not move because of New Year's Day holiday. An "Annual ABBM" or FPCA for a January or February 2024 election may be filed earlier, but not earlier than the 60th day before the date of the January or February election.
First Day to File for a Place on the General Election Ballot (Local Non-County Political Subdivisions Only) <sup>1</sup>	Wednesday, January 17, 2024
Last Day to Order General Election or Special Election on a Measure	Friday, February 16, 2024
Last Day to File for a Place on the General Election Ballot (Local Non-County Political Subdivisions Only) <sup>2</sup>	Friday, February 16, 2024 at 5:00 p.m.
	See note below relating to four-year terms <sup>3</sup>
Last Day to File a Declaration of Write-in Candidacy (Local Non-County Political Subdivisions Only)	Tuesday, February 20, 2024 at 5:00 p.m.
Last Day to Register to Vote	Thursday, April 4, 2024

First Day of Early Voting by Personal Appearance	Monday, April 22, 2024
Last Day to Apply for Ballot by Mail ( <b>Received, not</b> Postmarked)	Tuesday, April 23, 2024
Last Day of Early Voting by Personal Appearance	Tuesday, April 30, 2024
Last day to Receive Ballot by Mail	Saturday, May 4, 2024 (Election Day) at 7:00 p.m. if carrier envelope is <b>not</b> postmarked, <b>OR</b> Monday, May 6, 2024 (next business day after Election Day) at 5:00 p.m. if carrier envelope is postmarked by 7:00 p.m. at the location of the election on Election Day (unless overseas or military voter deadlines apply) <sup>4</sup>
First day to apply for a ballot by mail using Application for a Ballot by Mail (ABBM) or Federal Postcard Application (FPCA)	Monday, January 1, 2024* *First day to file does not move because of New Year's Day holiday. An "Annual ABBM" or FPCA for a January or February 2024 election may be filed earlier, but not earlier than the 60th day before the date of the January or February election.
Last Day to Register to Vote	Monday, April 29, 2024
First Day of Early Voting	Monday, May 20, 2024

Last Day to Apply by Mail ( <b>Received, not</b> Postmarked)	Friday, May 17, 2024
Last Day of Early Voting	Friday, May 24, 2024
Last Day to Receive Ballot by Mail	Tuesday, May 28, 2024 (Election Day) at 7:00 p.m. if carrier envelope is <b>not</b> postmarked, <b>OR</b> Wednesday, May 29, 2024 (next business day after Election Day) at 5:00 p.m. if carrier envelope is postmarked by 7:00 p.m. at the location of the election on Election Day (unless overseas or military voter deadlines apply) <sup>4</sup>
Deadline to post candidate requirements <sup>₅</sup> <u>Form 1-15</u>	Sunday, November 5, 2023
Deadline to Post Notice of Candidate Filing Deadline (Local Non-County Political Subdivisions Only)	Thursday, June 20, 2024 for local political subdivisions that have a first day to file for their candidates <sup>1</sup>

First Day to Apply for Ballot by Mail	Monday, January 1, 2024*
	*First day to file does not move because of New Year's Day holiday. An "Annual ABBM" or FPCA for a January or February 2024 election may be filed earlier, but not earlier than the 60th day before the date of the January or February election.
First Day to File for a Place on the General Election Ballot (Local Non-County Political Subdivisions Only) <sup>1</sup>	Saturday, July 20, 2024
First Day to File a Declaration of Write-in Candidacy (General Election for State and County Officers)	Saturday, July 20, 2024
Last Day to Order General Election or Special Election on a Measure	Monday, August 19, 2024
Last Day to File for a Place on the General Election Ballot (Local Non-County Political Subdivisions Only) <sup>2</sup>	Monday, August 19, 2024 at 5:00 p.m.
	See note below relating to four-year terms <sup>3</sup>
Last Day to File a Declaration of Write-in Candidacy (General Election for State and County Officers)	Monday, August 19, 2024

Last Day to File a Declaration of Write-in Candidacy (Local Non-County Political Subdivisions Only)	Friday, August 23, 2024
Last Day to Register to Vote	Monday, October 7, 2024
First Day of Early Voting by Personal Appearance	Monday, October 21, 2024
Last Day to Apply for Ballot by Mail	Friday, October 25, 2024
(Received, not Postmarked)	
Last Day of Early Voting by Personal Appearance	Friday, November 1, 2024
Last day to Receive Ballot by Mail	Tuesday, November 5, 2024 (Election Day) at 7:00 p.m. if carrier envelope is <b>not</b> postmarked, <b>OR</b> Wednesday, November 6, 2024 (next business day after Election Day) at 5:00 p.m. if carrier envelope is postmarked by 7:00 p.m. at the location of the election on Election Day (unless overseas or military voter deadlines apply) <sup>4</sup>

<sup>1</sup> For the few entities who do not have a first day to file: For the May 4, 2024 election, Wednesday, January 17, 2024 is the deadline to post notice of candidate filing deadline for local political subdivisions that do not have a first day to file for their candidates. For the November 5, 2024 election, Saturday, July 20, 2024 is the deadline to post notice of candidate filing deadline for local political subdivisions that do not have a first day to file for their candidates.

Local political subdivisions include: cities, school districts, water districts, hospital districts, and any other local government entity that conducts elections. Many of these elections are conducted on the May uniform election date.

<sup>2</sup> Filing deadlines: generally, the filing deadline is the 78th day prior to Election Day. The Code may provide a different special election filing deadline. See Section 201.054 of the Texas Election Code (the "Code"). Write-in deadlines for general and special elections vary. See the long calendar for this election date for details. The write-in deadline for most local (city, school, other) **special elections** is now the same day as the filing deadline for application for a place on the ballot. Section 201.054.

<sup>3</sup> If no candidate for a **four-year term** has filed an application for a place on the ballot for a **city office**, the filing deadline for that office is extended to 5 p.m. of the 57th day before the election. For the May 4, 2024 election, this is Friday, March 8, 2024. See Section 143.008 of the Code.

<sup>4</sup> Different deadlines apply to the last day to receive ballots sent by the following: 1) non-military and military voters who mailed ballots from overseas and submitted a regular state Application for Ballot by Mail ("ABBM"), 2) non-military voters who mailed ballots from overseas and who submitted a Federal Postcard Application ("FPCA"), and (3) military voters and members of the Texas National Guard, who mailed ballots domestically or from overseas and who submitted an FPCA. *See* Secs. 86.007, 101.001 and 101.057 of the Code.

<sup>5</sup> Section 2051.201 of the Government Code requires all political subdivisions with the authority to impose a tax maintain a publicly accessible Internet website and post the date and location of the next election for officers of the political subdivision and the requirements and deadline for filing for candidacy of each elected office of the political subdivision, which shall be continuously posted for at least one year before the election day for the office.

Please contact the Elections Division of the Office of the Texas Secretary of State at 1-800-252-VOTE (8683) for additional information.

# Helpful Contact Info for Candidates

County Chairman	Texas Secretary of State (Elections Division)
Shayne Green	Mailing Address:
135 Spanish Oak Circle, Lake Jackson	Elections Division
979-665-8849	Secretary of State
SGreen@brazoriagop.org	PO Box 12060
www.brazoriagop.org	Austin, Texas 78711-2060
	Phone: 512-463-5650
	Toll free: 800-252-VOTE (8683)
	Fax: 512-475-2811
	Hours: 8am – 5pm, Mon – Fri
	http://www.sos.state.tx.us/
	Texas Ethics Commission
	Physical Address:
	201 East 14th St., 10th Floor
	Austin, Texas 78701
	Mailing Address:
	P. O. Box 12070
	Austin, Texas 78711-2070
	Phone: 512-463-5800
	TDD: 800-735-2989
	Fax: 512-463-5777
	Hours: 8am – 5pm, Mon – Fri
	http://www.ethics.state.tx.us/
	Republican Party of Texas
	PO Box 2206
	Austin, Texas 78768
	Phone: 512-477-9821
	Fax: 512-480-0709
	Hours: 9:00am – 5:00 pm, Mon – Fri
	http://www.texasgop.org/
	Federal Election Commission
	Mailing Address:
	999 E. Street, NW
	Washington, DC 20463
	Phone: 202-694-1000
	Toll free: 800-424-9530
	TTY: 202-219-3336
	http://www.fec.gov/

# Political Advertising Requirements (click on link)

https://www.ethics.state.tx.us/data/resources/advertising/Gpol\_adv.pdf

# Directly from the Texas Department of Transportation:

During campaign season, the landscape blooms with a special kind of flower - the political sign. Unlike wildflowers that are welcome anywhere, putting campaign signs on public lands is illegal. So before you plant that sign, learn the law and keep Texas beautiful. TxDOT only regulates campaign signs under chapter 394 of the Texas Transportation Code.

### You Need to Know

- It is illegal to place any signs on or within the right of way. This includes posting signs on trees, telephone poles, traffic signs and other objects on the right of way.
- Campaign signs along Texas roads can be placed on private property with the owner's permission.
- Before placing a sign inside of incorporated city limits, check with the city for applicable ordinances.

More information can be found in the Political and Campaign Signs pamphlet.

### Sign Removal

If you've placed your sign in the right of way or it's posing a traffic hazard, we will remove it without prior notice. All costs associated with sign removal will be paid by the sign owner.

### **More Information**

TxDOT only controls the placement of signs in relation to the highway. For other questions concerning campaign signs or political advertising, you may wish to visit the <u>Texas Ethics</u> <u>Commission</u>.

**Contact Us** 

(512) 416-3030

<u>Email</u>

### **BRAZORIA COUNTY SIGN LAWS AND ORDINANCES – 2024**

### **TEXAS LAW**

#### **ELECTION CODE – Chapter 259**

#### <u>CITIES</u>

Under Section 259.003 of the Texas Election Code, cities may not prohibit the placement of political signs on private property (with the owner's permission) unless the sign:

- 1. Is larger than 36 sq ft,
- 2. Is more than 8 feet high,
- 3. Is illuminated, or
- 4. Contains any moving elements.

Note that there is no time period in this section. This law has been in effect since 2003 (twenty years), yet many cities in Brazoria County seem to be totally unaware of it.

Sec. 259.003. REGULATION OF POLITICAL SIGNS BY MUNICIPALITY. (a) In this section, "private real property" does not include real property subject to an easement or other encumbrance that allows a municipality to use the property for a public purpose.

(b) A municipal charter provision or ordinance that regulates signs may not, for a sign that contains primarily a political message and that is located on private real property with the consent of the property owner:

(1) prohibit the sign from being placed;

(2) require a permit or approval of the municipality or impose a fee for the sign to be placed;

(3) restrict the size of the sign; or

(4) provide for a charge for the removal of a political sign that is greater than the charge for removal of other signs regulated by ordinance.

(c) Subsection (b) does not apply to a sign, including a billboard, that contains primarily a political message on a temporary basis and that is generally available for rent or purchase to carry commercial advertising or other messages that are not primarily political.

(d) Subsection (b) does not apply to a sign that:

- (1) has an effective area greater than 36 feet;
- (2) is more than eight feet high;
- (3) is illuminated; or
- (4) has any moving elements.

#### PROPERTY OWNER OR HOMEOWNER ASSOCIATIONS

Under Section 259.002 of the Texas Election Code, property owners' associations (POAs or HOAs), may enforce certain restrictions on political signs such as a time limit, sign size, sign materials, placement, etc:

Sec. 259.002. REGULATION OF DISPLAY OF POLITICAL SIGNS BY PROPERTY OWNERS' ASSOCIATION. (a) In this section, "property owners' association" has the meaning assigned by Section 202.001, Property Code.

(b) Except as otherwise provided by this section, a property owners' association may not enforce or adopt a restrictive covenant that prohibits a property owner from displaying on the owner's property one or more signs advertising a candidate or measure for an election:

(1) on or after the 90th day before the date of the election to which the sign relates; or

(2) before the 10th day after that election date.

(c) This section does not prohibit the enforcement or adoption of a covenant that:

(1) requires a sign to be ground-mounted; or

(2) limits a property owner to displaying only one sign for each candidate or measure.

(d) This section does not prohibit the enforcement or adoption of a covenant that prohibits a sign that:

 (1) contains roofing material, siding, paving materials, flora, one or more balloons or lights, or any other similar building, landscaping, or nonstandard decorative component;

(2) is attached in any way to plant material, a traffic control device, a light, a trailer, a vehicle, or any other existing structure or object;

- (3) includes the painting of architectural surfaces;
- (4) threatens the public health or safety;
- (5) is larger than four feet by six feet;
- (6) violates a law;

(7) contains language, graphics, or any display that would be offensive to the ordinary person; or

(8) is accompanied by music or other sounds or by streamers or is otherwise distracting to motorists.

(e) A property owners' association may remove a sign displayed in violation of a restrictive covenant permitted by this section.

### TxDOT

Chapter 394 of the Transportation Code gives TxDOT the authority to regulate campaign signs on "rural roadways" more than 90 days before an election and 10 days after. However, TxDOT has adopted a policy that they DO NOT REGULATE at any time campaign signs as long as they are placed on private property with the owner's consent and do not create a public safety hazard. Please refer to the pamphlet here: https://ftp.dot.state.tx.us/pub/txdot-info/row/political-signs.pdf

### **CITY ORDINANCES**

Current city ordinances are included below for reference. Some may try to enforce them even when they are not in compliance with state law. Each campaign should evaluate whether they want to fight city hall.

*Alvin* No time limit. Only four signs per property, limited to a total of 36 sq ft.

Exempt: Signs containing noncommercial messages or messages otherwise protected by the constitution of the United States or the State of Texas; provided, however, that there shall be no more than four (4) such signs on any one property and the total square footage of all such signs shall not exceed thirty-six (36) square feet.

Angleton 90 days before election (12/6/2023), limited to 20 sq ft.

a. Signs advertising for or against the passage of any measure or the election of any candidate which are prohibited, except within 90 days (12/6/2023) before the election to which they relate and 14 days after said election. Such signs may remain in place between a primary election and general election, and between a general election and a runoff, provided that the measure or candidate will be on the general or runoff election, as applicable.

b. No such sign shall be more than 20 square feet in sign area. This limitation shall not apply to billboards that exist and are in compliance with this chapter.

Clute	90 days before election. (12/6/2023)
	Sec 6-34 No permit required for
	(g) A sign erected solely for or relating to a public election, but only if:
	1. The sign is on private property;
	2. The sign is erected no sooner than the 90th day (12/6/2023) before the before the date of the election and is removed no later than the 10th day after that election;
	3. The area of the sign does not exceed 32 square feet per sign face;
	4. The sign does not exceed six feet in height; and
	5. The sign is ground-mounted only.
Freeport	No time limit – references Texas Election Code
	(b) Prohibited acts. No person or entity shall erect or cause to be erected, within the corporate limits of the city:
	(6) A political sign, whether on-premises or off-premises, unless all requirements of state law for such sign are met
Jones Creek	30 days total
	No permit required for:
	(L) Temporary signs used on the same private premises for only 30 days in any calendar quarter, providing all such days shall be consecutive.
Lake Jackson	60 days before the election (1/5/2024)
	(b) <i>Signs for temporary events.</i> Signs displayed for temporary events, such as holidays and <u>elections</u> , are subject to subsection (a) with the following exceptions:
	(1) Temporary signs, including related display items, may be larger than twenty-four (24) inches by forty-eight (48) inches.
	(2) Temporary signs, and related display items, may be placed up to sixty (60) days prior to the event and remain up to seven (7) days after the event for which the signs are posted except for events such as garage sales and open houses.

Manvel 30 days before early voting (1/21/2024)

Temporary political signs. Temporary political signs concerning candidates for public office and ballot issues, if the sign does not have an effective area greater than 36 feet, is not more than eight feet high, is not illuminated, and has no moving parts. Such signs shall be erected not more than 30 days preceding the first day early voting commences for the election or referendum to which they pertain and removed not later than ten days after the date of the election or referendum. Political signs for candidates who are in a run-off shall be allowed to remain until ten days after their run-off election. Such signs shall only be located on private property;

PearlandNo time limit. Exempt from sign ordinance as long as <8 ft tall and <36 sq ft</th>UDC 4.2.5.9 (b)(9) Unlit Political Signs. Political signs that are not lighted are allowed<br/>provided they do not exceed eight feet (8') in height or thirty-six square feet (36 sq ft ) in<br/>area

*Richwood* Limited to 60 days before election (1/5/2024)

(b) A political sign shall be allowed in any zoning district up to 60 days prior to a primary, runoff or general election and up to seven days after the primary, runoff or general election for which posted, subject to any and all time, place and manner restrictions found in requirements (h) and (i) of this section.

(h) Time, place and manner restrictions - signs on private real property.

Political signs are allowed on private real property only with the consent of the property owner. No permit is required, in accordance with Texas Local Government Code §216.903, provided that: (1) the sign shall not have an area greater than 36 square feet; (2) the sign shall not be more than eight feet in height; (3) the sign shall not be illuminated; and (4) the sign shall not have any moving parts.

(i) Time, place and manner restrictions - signs on public property during voting periods.

a. *Time*. In accordance with Texas Election Code §61.003, signs shall be allowed at polling sites during early voting periods or on Election Day. Signs so posted must be removed within 48 hours after the close of the early voting period or the close of the polls on Election Day, whichever is applicable.

#### b. Place

1. No signs or campaign literature are permitted on city property, except as required by Texas Election Code section 61.003 or 85.036. This prohibition includes all locations, so long as there is no polling site at that location, including city hall, city service center, community buildings, public parks, fire stations, police departments and water pumping stations.

2. For so long as required by Texas Election Code section 61.003 and 85.036, all public property upon which there is located a polling place, outside the area described in §61.003, and within the area which is allowed to have signs posted shall meet the following requirements: an area (i) that is not within ten feet of the public right-of-way; (ii) that is not on impervious surfaces; (iii) that is not a traffic or safety hazard; (iv) that is attached to a stake driven into the ground well clear of tree roots, irrigation lines and any other underground vegetation or structures; (v) not to be attached to any building or structure (vi) not in a landscape bed to include flower beds and (vii) an area which meets all the requirements of this section.

c. *Manner*. Political signs permitted at voting locations pursuant to Election Code sections 61.003 and 85.036 shall not exceed six square feet (2x3).

### *Sweeny* 60 days prior to election day (1/5/2024)

(E) Political signs, which by their content support or oppose any candidate for public office or any proposition to be voted upon at an election, or which make a political or ideological statement in the nature of constitutionally protected non-commercial free speech. Such signs:

- a. Cannot have an effective area greater than 36 square feet;
- b. Cannot be more than eight feet high;
- c. Cannot be illuminated; and
- d. Cannot have any moving elements.
- e. May be placed up to 60 days prior to a primary, runoff or general election and up to seven days after the primary, runoff or general election for which posted.

### Surfside

Beach	No time limit – references Texas Election Code Sec 36-13 (9) Political signs. Temporary political campaign signs shall comply with the Texas Election Code.
West	
Columbia	No time limit – conforms with Texas Election Code (5) Political signs, which by their content support or oppose any candidate for public office or any proposition to be voted upon at an election, or which make a political or ideological statement in the nature of constitutionally protected noncommercial free speech. Such signs:
	a. Cannot have an effective area greater than 36 square feet;

- b. Cannot be more than eight feet high;
- c. Cannot be illuminated; and
- d. Cannot have any moving elements.

To: All County Republican Candidates From: County Chairs Date: September 1, 2023 Subject: Complying with Rule No. 43 of the Republican Party of Texas



When a candidate files to run for office, they will be encouraged to read the State Republican Party Platform which can be found on RPT's website at <u>www.TexasGOP.org</u> under the section "About". Additionally, they will be given a Platform Review, which asks candidates if they agree, disagree or are undecided on core Republican principles. Candidates are asked to affirm that they have read the State Republican Party Platform. All responses obtained locally will be kept on file at the County Republican Headquarters.

It is understood that Judicial Candidates will not be able to complete the Platform Review on the core Republican principles. You are, however, encouraged to read the platform and sign the affirmation stating that you have done so. Should you have any questions, comments or concerns, please feel free to visit with me.

Rule No. 43 was approved by the Delegates at the 2016 Republican Convention. The rule is intended to address grassroots frustration with candidates and officeholders who run under our Party banner yet lack an understanding of Republican Principles.

**Rule No. 43 – Candidate Platform Review** - The Republican Party of Texas shall make an electronic copy of the most recent Platform available on its website. The County or State Chairman shall distribute a copy of the Platform to each candidate along with all other candidate application papers. The County or State Chairman shall request each non-judicial candidate to indicate whether the candidate agrees, disagrees, or is undecided for each bullet point item of the Party Principles included in the Preamble of the Platform and may include comments if desired. The County or State Chairman shall also request that each non-judicial candidate strongly supports. All candidates for non-judicial offices should file the completed Platform Review containing the candidate's responses at the time of filing for office. Candidates' responses shall be collected and recorded by the filing entity and may be published on the filing entity's website prior to the primary. If the filing entity has no website, a copy of the candidate's responses may be received from the filing entity. At the discretion of the Executive Committee of the filing entity, a candidate's response may be excluded from posting to the website of the filing entity.

**Rule No. 43A** - The Platform Committee of the biennial State Convention shall prepare a list of no less than ten (10) and no more than twenty (20) principles included in the Preamble of the Platform of the Republican Party of Texas which clearly defines the Party's values, with the knowledge and purpose that they be used to identify candidate values as stated in Rule No. 43. A candidate must return the candidate's completed Platform Review and the completed Candidate Resource Committee (CRC) funding application to be eligible to receive funds from the CRC of the SREC.



Dear Candidate:

Congratulations on your decision to seek public office in the Republican Primary Election to be held on March 5, 2024.

The contents of this packet are designed to give you helpful information that we think will make your filing and campaigning a little easier.

Now that you have filed the notarized application for a place on the ballot and the required filing fee or nominating petitions appropriate for the office for which you are filing, there are some additional documents included in this packet that you might find useful.

As County Chair I am available by appointment. You may reach me at 979-665-8849. Do not hesitate to contact me with any questions that you may have, including questions about the contents of this packet.

Good luck with your campaign and we look forward to seeing you at many of our Party events!

Warm Republican regards,

Shayne Green, Chairman Brazoria County Republican Party