

CITY OF HORSESHOE BAY

ORDINANCE NO. 2023-33

ORDERING THE NOVEMBER 7, 2023 GENERAL ELECTION

AN ORDINANCE OF THE CITY OF HORSESHOE BAY, TEXAS, ORDERING A GENERAL ELECTION TO BE HELD IN THE CITY OF HORSESHOE BAY ON NOVEMBER 7, 2023 FOR THE PURPOSE OF ELECTING A MAYOR AND TWO CITY COUNCIL MEMBERS; PROVIDING FOR: FINDINGS OF FACT; CALL OF ELECTION; DATE; ELIGIBLE ELECTORS; VOTING PRECINCTS; POLLING PLACES; HOURS; CONTRACT FOR ELECTION SERVICES; JOINT ELECTION AGREEMENTS AND RESOLUTIONS; EARLY VOTING BY MAIL; EARLY VOTING BY PERSONAL APPEARANCE; NOTICE OF ELECTION; REPEALER; SEVERABILITY; PROPER NOTICE AND MEETING; AND EFFECTIVE DATE

WHEREAS, the City of Horseshoe Bay ("City") hereby finds it necessary, and is authorized by state statute, to hold a general municipal election on the next uniform election date, to wit, on November 7, 2023 for the purpose of electing a Mayor and two City Council Members; and

WHEREAS, the City Council has authority pursuant to Chapter 31, Texas Election Code, to enter into an election services contract with the Llano County Election Officer to furnish certain election services to those citizens of the City residing in Llano County; and

WHEREAS, the City Council has authority pursuant to Chapter 31, Texas Election Code, to enter into an election services contract with the Burnet County Election Officer to furnish certain election services to those citizens of the City residing in Burnet County; and

WHEREAS, the City Council has authority pursuant to Chapter 271, Texas Election Code, to enter into joint election agreements with political subdivisions holding elections on the same day in all or part of the same territory.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HORSESHOE BAY, TEXAS:

I. FINDINGS OF FACT

All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council, and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

II. CALL OF ELECTION; DATE; ELIGIBLE ELECTORS

A general municipal election shall be held on Tuesday, November 7, 2023, (the "Election") within and throughout the territory of the City of Horseshoe Bay, Texas, to elect a Mayor and two City Council Members, at which all resident qualified electors of the City shall be entitled to vote.

III. VOTING PRECINCTS; POLLING PLACE; HOURS

Those portions of Llano County Election Precincts 102 and 109 within the territory of the City and that portion of Burnet County Election Precinct 19 within the territory of the City are hereby designated as the voting precincts of the City in compliance with Texas Election Code section 42.0621. The precinct numbers for the City's election precincts shall be the corresponding number for the Llano County and Burnet County Election Precincts located within the territorial boundaries of the City. The Polling Places of the City for the Election shall be the regular county polling places in the county election precincts that contain territory from the City, as required by Texas Election Code section 43.004. The poll at the designated polling place

on Election Day shall be open from 7:00 a.m. until 7:00 p.m. A map physically depicting the location of each precinct is attached herein as **Exhibit "C"**.

IV. CONTRACT FOR ELECTION SERVICES; JOINT ELECTION AGREEMENT

(a) Chapter 31 of the Texas Election Code authorizes county election officers to contract with the governing body of a political subdivision situated wholly or partially in the county served by the officer to perform certain election services. Pursuant to Chapter 31 of the Texas Election Code, the Election shall be conducted in accordance with the terms and conditions of the Contract for Election Services between the Elections Administrator of Llano County and the City of Horseshoe Bay ("Llano County Election Services Contract") (attached as **Exhibit "A"** and incorporated herein for all purposes) and the Contract for Election Services between the Elections Administrator of Burnet County and the City of Horseshoe Bay ("Burnet County Election Services Contract") (attached as **Exhibit "B"** and incorporated herein for all purposes).

(b) Chapter 271 of the Texas Election Code provides that the authorities of two or more political subdivisions that have ordered elections for the same day in all or part of the same territory, may enter into an agreement to hold the elections jointly in election precincts that can be served by common polling places, and the City Council is expressly authorizing this action. Pursuant to Chapter 271 of the Texas Election Code, the Election shall be conducted jointly between (1) the City and Llano County and (2) the City and Burnet County. Such joint election agreements are incorporated herein as **Exhibits "A" and "B"** for all purposes.

V. EARLY VOTING BY MAIL

The City Council hereby appoints the Elections Administrator of Llano County, Texas, and the Elections Administrator of Burnet County, as joint Early Voting Clerks. Ballot applications and ballots voted by mail shall be addressed to the Early Voting Clerk of the county in which the resident resides at the addresses indicated immediately below:

Andrea Wilson, Llano County
Elections Administrator
PO Box 787, Llano, TX 78643
<https://www.co.llano.tx.us/page/llano.Elections>
For questions: elections@co.llano.tx.us
Phone: 325-247-5425

Doug Ferguson, Burnet County
Elections Administrator
220 S. Pierce Street, Burnet, TX 78611
<http://www.burnetcountytexas.org/page/elect.home>
For questions: elections@burnetcountytexas.org
Phone: 512-715-5288

Original applications for ballot by mail must be **received** by the Early Voting Clerk no later than 5:00 p.m. on October 27, 2023.

VI. EARLY VOTING BY PERSONAL APPEARANCE

(a) Early voting by personal appearance for City of Horseshoe Bay residents residing in Llano County shall be conducted at the following hours and locations between October 23, 2023 through November 3, 2023 (*or as hereafter amended by Llano County as listed on their website: <https://www.co.llano.tx.us/page/llano.Elections>*).

MAIN EARLY VOTING LOCATION & HOURS

Llano County Library
102 E. Haynie
Llano, Texas 78643

Hours: 8:00am to 4:30pm Monday through Friday, with the following exceptions: on November 2nd and November 3rd hours are from 7:00am to 7:00pm

BRANCH LOCATIONS & HOURS

Kingsland Public Library
125 W. Polk
Kingsland, Texas 78639
Hours: 8:00am to 5:00pm Monday through Friday

Horseshoe Bay City Hall Council Chambers
1 Community Drive
Horseshoe Bay, Texas 78657
Hours: 8:00am to 5:00pm Monday through Friday

(b) Early voting by personal appearance for City of Horseshoe Bay residents residing in Burnet County shall be conducted at the following hours and locations between October 23, 2023 through November 3, 2023 (*or as hereafter amended by Burnet County as listed on their website: <https://burnetcountyelections.com>*).

EARLY VOTING LOCATIONS & HOURS

AgriLife Extension Auditorium
607 N. Vandever Street
Burnet, Texas 78611

Hours: Monday through Friday 8:00am to 5:00pm,
with the following exceptions: on October 23rd and
November 3rd hours are from 7:00am to 7:00pm

Marble Falls Courthouse South Annex
810 Steve Hawkins Pkwy.
Marble Falls, Texas 78654

VII. NOTICE OF ELECTION

Notice of Election shall be published one time in the English and Spanish languages, in the newspaper that has been designated the Official Newspaper at the time the notice is required to be published by the Texas Election Code. The notice shall be published not earlier than the 30th day or later than the 10th day before the Election, as required by section 4.003 of the Election Code. Notice of the Election shall also be posted on the bulletin board on which the City Council posts notices of its meetings not later than the 21st day before the Election. The contents of the Notice of Election shall comply with the requirements of the Election Code. The Notice of Election shall be delivered to the Llano County Clerk and Burnet County Clerk, respectively, not later than the 60th day before the Election.

VIII. REPEALER

All ordinances or parts of ordinances in force when the provisions of this Ordinance become effective which are inconsistent or in conflict with the terms and provisions contained in this Ordinance are hereby repealed only to the extent of such conflict.

IX. SEVERABILITY

Should any part, sentence or phrase of this Ordinance be determined to be unlawful, void or unenforceable, the validity of the remaining portions of this Ordinance shall not be adversely affected. No portion of this Ordinance shall fail or become inoperative by reason of the invalidity of any other part. All provisions of this Ordinance are declared to be severable.

X. PROPER NOTICE AND MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

XI. EFFECTIVE DATE

This Ordinance is effective immediately upon its passage and approval.

ADOPTED AND APPROVED on this 18th day of July, 2023 by a vote of the City Council of the City of Horseshoe Bay, Texas.

CITY OF HORSESHOE BAY, TEXAS

ATTEST:



Kerri Craig, City Secretary



Cynthia Clinesmith, Mayor

EXHIBIT A

CONTRACT FOR ELECTION SERVICES

THIS CONTRACT FOR ELECTION SERVICES (this "Contract") is made and entered into by and between the ELECTIONS ADMINISTRATOR OF LLANO COUNTY, TEXAS ("Contracting Officer") and the Local Political Subdivision set forth on the signature page of this Contract (the "LPS") pursuant to the authority under Section 31.092(a) of the Texas Election Code.

RECITALS

WHEREAS, the LPS expects to order an election during the term of this Contract and during any renewal term of this Contract (the "Election");

WHEREAS, the LPS desires that certain election services for the Election be provided by the Contracting Officer pursuant to Chapter 31, Subchapter D of the Texas Election Code and;

WHEREAS, the Contracting Officer and the LPS desire to enter into a contract setting out the respective responsibilities of the parties;

NOW, THEREFORE, the parties to this Contract agree as follows with respect to the coordination, supervision, and conduct of the Election.

I. GENERAL PROVISIONS.

- A. The purpose of this Contract is to maintain consistency and accessibility in voting practices, polling places, and election procedures to best assist the voters of the LPS. For purposes of this Contract the term "Election" will include any resulting recount or election contest. It will also apply to any election to resolve a tie.
- B. The Contracting Officer is hereby appointed to serve as the LPS's Election Officer and Early Voting Clerk to conduct the Election for those areas of the LPS located in Llano County. As Election Officer and Early Voting Clerk, the Contracting Officer will coordinate, supervise and conduct all aspects of administering voting in connection with the Election in compliance with all applicable law except as otherwise provided in this Contract.
- C. The LPS agrees to commit the funds necessary to pay for election-related expenses for the LPS's election.
- D. The Contracting Officer has the right to enter into agreements with other entities at any time and may require that authorities of LPSs holding elections on the same day in all or part of the same territory to enter into a joint election agreement as authorized in Chapter 271 of the Texas Election Code. The LPS agrees to enter into a joint election agreement required by Llano County.

II. **RESPONSIBILITIES OF CONTRACTING OFFICER.** The Contracting Officer shall be responsible for performing the following services and furnishing the following materials and equipment in connection with the election:

- A. ***Nomination of Presiding Judges and Alternate Judges.*** The Contracting Officer shall recruit and appoint Election Day presiding and alternate judges, central counting station judges, and

the Early Voting Ballot Board (EVBB) presiding judge, all of which shall meet the eligibility requirements in Subchapter C of Chapter 32 of the Texas Election Code.

B. *Notification to LPS.* The Contracting Officer shall provide the LPS the names of the presiding judge and alternate judge as soon as reasonably available and such judge and presiding judge shall be qualified of the voters of the precinct in which they serve or otherwise eligible to serve pursuant to the Texas Election Code.

C. *Notification to Presiding and Alternate Judges; Appointment of Clerks.*

1. The Contracting Officer shall notify each presiding and alternate judge of his or her appointment. The notification will also include the assigned polling location, the date of the election training(s), the date and time of the election, the rate of compensation, the number of clerks the judge may appoint, the eligibility requirements for election workers, and the name of the presiding or alternate judge as appropriate.
2. The election judge will make the clerk appointments in consultation with the Contracting Officer. If a presiding judge or the alternate judge does not speak both English and Spanish, and the election precinct is one subject to Sections 272.002 and 272.009 of the Texas Election Code, the presiding judge shall ensure that a bilingual election clerk is appointed. The Contracting Officer shall notify the clerks of the same information that the judges receive under this section.

D. *Election Training.* The Contracting Officer shall be responsible for conducting election training for the presiding judges, alternate judges, clerks, and Early Voting deputies in the operation and troubleshooting of the voting equipment and the conduct of elections, including qualifying voters, issuing ballot style codes, maintaining order at the polling location, conducting provisional voting and counting votes.

E. *Logic and Accuracy Testing.* In advance of Early Voting (including the sending out of any mail ballots), the Contracting Officer, the tabulation supervisor, and other members the Contracting Officer designates for the testing board shall conduct all logic and accuracy testing in accordance with the procedures set forth by the Texas Election Code and under guidelines provided by the Secretary of State's office. The Contracting Officer shall also be responsible for the publication of the required notice of such testing.

F. *Election Supplies.* The Contracting Officer shall procure, prepare, and distribute to the presiding judges for use at the polling locations on Election Day (and to the Early Voting clerks during Early Voting) the following election supplies: election and early voting kits (including the appropriate envelopes, lists, forms, name tags, posters, and signage described in Chapters 51, 61, and 62, and Subchapter B of Chapter 66 of the Texas Election Code) seals, sample ballots, thermal paper rolls for use in the controller and scanner, paper rolls for the e-Pollbook and all consumable-type office supplies necessary to hold an election.

G. *Registered Voter List.* The Contracting Officer shall provide lists of registered voters required by law for use on Election Day and for the Early Voting period.

H. *Notice at Previous Polling Place.* The Contracting Officer shall post notices of a change in a polling place at the entrance to the previous polling location. Section 43.062 of the Texas

Election Code provides that the notice shall state the location has changed and give the location of the new polling place.

I. **Election Equipment.** The Contracting Officer shall prepare and distribute the voting system components from Hart InterCivic, Inc. ("Hart"), a voting system certified for use in Texas Elections by the Secretary of State for the election. This voting system includes the equipment referred to as controllers, scanners & Duo's. Each polling location will have at least one voting machine that is accessible to disabled voters and provides a practical and effective means for voters with disabilities to cast a secret ballot.

J. **Ballots.** The Contracting Officer or designee shall be responsible for the preparation, printing, programming and distribution of English/Spanish ballots and sample ballots, including the mail ballots, based on the information provided by the LPS, including names of the candidates, names of the offices sought, order of names on the ballot, propositions on the ballot, and the Spanish translation of the offices and any propositions. The ballot will be prepared in these formats: electronic, paper and auditory.

K. **Early Voting.** In accordance with Sections 31.096 and 32.097(b) of the Texas Election Code, the Contracting Officer shall serve as Early Voting Clerk for the election.

1. The Contracting Officer shall supervise and conduct early voting by mail and by personal appearance and shall secure personnel to serve as Early Voting Deputies.
2. Early Voting by personal appearance for the election shall be conducted during the hours and time period and at the locations as determined by the Contracting Officer.
3. The Contracting Officer shall receive mail ballot applications on behalf of the LPS. All applications for mail ballots shall be processed in accordance with Title 7 of the Texas Election Code by the Contracting Officer or deputies at the Elections Office, located at 1447 E. State Hwy 71 Ste. A., Llano, TX. Applications for mail ballots erroneously sent to the LPS shall be faxed promptly to the Contracting Officer for timely processing then the original application shall be forwarded to the Contracting Officer for proper retention.
4. Early voting ballots shall be secured and maintained at the Elections Office, located at 1447 E. State Hwy 71 Ste. A., Llano, TX and in accordance with Chapter 87 of the Texas Election Code. The Early Voting Ballot Board shall meet at the same location unless posted differently.

L. **Election Day Polling Locations.** The Election Day polling locations are determined by the Contracting Officer in consultation with the LPS and in accordance with the Texas Election Code. The Contracting Officer shall arrange for the use of all Election Day polling places and shall arrange for the setting up of the polling location including tables, chairs and voting booths.

M. **Election Day Activities.**

1. The Contracting Officer and staff shall be available from 6:00 am until the completion of vote counting on Election Day to render technical support and assistance to voters and election workers.

2. The Contracting Officer and staff shall prepare and conduct Election Night intake of election equipment, supplies and records.
3. The Contracting Officer and designee shall serve as central counting station manager and tabulation supervisor, counting the votes in conjunction with the Early Voting Ballot Board and the Central Counting Station judges.

N. Election Night Reports. The Contracting Officer shall prepare the unofficial and official tabulation of precinct results under Section 66.056(a) of the Texas Election Code. The unofficial tabulation of Early Voting precinct results and Election Day precinct results shall be made available to the LPS via e-mail as soon as they are prepared and may be released under law, but no earlier than 7:05 pm on Election Day. The tabulation reports may also be provided to other counties as necessary for the election.

O. Provisional Votes/Determination of Mail Ballots Timely Received under Section 86.007(d) of the Texas Election Code. The Contracting Officer, serving as voter registrar, shall retain the provisional voting affidavits and shall provide factual information on each of the provisional voters' status. The Contracting Officer shall reconvene the EVBB after the election within the time set forth in Section 65.051 of the Texas Election Code for the purpose of determining the disposition of the provisional votes. At the same time, the EVBB will review mail ballots timely received under Section 86.007(d) of the Texas Election Code to determine whether such will be counted and to resolve any issues with such ballots.

P. Canvass Material Preparation. Promptly after determination of the provisional votes and resolution of any mail ballots, the Contracting Officer shall work with the EVBB to tally the accepted provisional votes and resolved mail ballots, amend the unofficial tabulations, and submit new unofficial tabulations to the LPS. The reports will serve as the canvass materials for the LPS.

Q. Custodian of Election Records. The election records will be submitted to the LPS except for those records that must be maintained by the Contracting Officer as Voter Registrar in accordance with Section 66.051 of the Texas Election Code. The Contracting Officer is hereby appointed the custodian of voted ballots and shall preserve them in accordance with Chapter 66 of the Texas Election Code and other applicable law. The Contracting Officer shall also maintain custody of the records pertaining to the operation of the controller's, scanner's and Duo's.

R. Recount.

1. If required by law, the Contracting Officer shall perform a partial manual count of electronic voting system ballots in accordance with section 127.201 of the Texas Election Code. A recount may also be requested in accordance with Chapter 212 of the Texas Election Code.
2. The LPS shall advise the Contracting Officer if a recount is required by law or requested and the Contracting Officer and the LPS shall discuss how such recount is to be conducted. The LPS shall reimburse the Contracting Officer for the cost of such count which is not included in the original invoice.

S. *Schedule for Performance of Services.* The Contracting Officer shall perform all election services in accordance and compliance with the time requirements set out in the Texas Election Code.

T. *Contracting with Third Parties.* In accordance with Section 31.098 of the Texas Election Code, the Contracting Officer is authorized to contract with third parties for election services and supplies. The cost of such third-party services and supplies will be paid by the Contracting Officer and reimbursed by the LPS.

U. *Department of Justice Preclearance for General Elections.* If required by law, any changes to the general conduct of voting in Llano County will be pre-cleared through the United States Department of Justice by the Contracting Officer with copies of the submission and response e-mailed to the LPS.

III. RESPONSIBILITIES OF THE LPS. The LPS shall perform the following responsibilities:

A. *Election School(s).* At the request of the Contracting Officer, and at no cost to the Contracting Officer, the LPS will make available space in a LPS building to hold the election school(s).

B. *Polling Locations.* The LPS shall pay the cost of all employee services required to provide access, security, or custodial services for the polling locations.

C. *Applications for Mail Ballots.* The LPS shall date stamp and then as promptly as possible fax to the Contracting Officer all applications for mail ballots that it receives. Promptly thereafter, the LPS shall deliver or send by mail the original mail ballot applications to the Contracting Officer.

D. *Election Orders, Election Notices, and Canvass.* The LPS shall be responsible for preparing, adopting, publishing, and posting all required election orders, resolutions, notices and other documents, including bilingual materials, evidencing action by the governing authority of the LPS necessary to the conduct of the election. The LPS shall be responsible for conducting the official canvass of the election.

E. *Map/ Annexations.* The LPS shall provide the Contracting Officer with an updated map and street index of its jurisdiction in an electronic or printed format and shall advise the Contracting Officer of any annexations or de-annexations. The LPS shall do so within such time as to enable the Contracting Officer to obtain the appropriate voter registration lists from the Voter Registrar(s) in time for the processing of early voting by mail.

F. *Department of Justice Preclearance for Special Elections.* If required by law, the LPS shall be individually responsible for obtaining appropriate preclearance from the United States Department of Justice for any special elections.

G. *Ballot Information.* The LPS shall prepare the text for the LPS's official ballot in English and Spanish and provide to the Contracting Officer as soon as possible at the end of the period for ordering the election or filing for candidacy. The ballot information shall include a list of propositions showing the order and the exact manner in which the candidates' names and the propositions are to appear on the ballot. The LPS shall promptly review for correctness the ballot

when requested by the Contracting Officer to do so prior to finalization and shall approve by e-mail or by signature in person.

H. **Precinct Reports to the Texas Secretary of State.** Based on information provided by the Contracting Officer, the LPS shall prepare and file all required precinct reports with the Texas Secretary of State.

I. **Annual Voting Report.** The LPS shall be responsible for filing its annual voting system report to the Texas Secretary of State as required under Chapter 123 *et seq.* of the Texas Election Code.

IV. SPECIAL PROVISIONS RELATING TO ELECTION WORKERS

A. **Number of Election Workers at Election Day Polling Locations.** It is agreed by the Contracting Officer and the LPS that there will be at least three election workers at each Election Day polling location: the presiding judge, an alternate judge, and at least one election clerk appointed by the presiding judge. The number of necessary clerks is derived from the number of elections at the poll and the number of registered voters for that poll.

B. **Compensation for Election Workers.** The Contracting Officer shall compensate all election workers in accordance with the Contracting Officer's established compensation policies, in accordance with the Texas Election Code and using the rates set by Llano County Commissioners Court for county elections. All election workers will be compensated for hours actually worked, including the time to set up the polling location and the time to complete the counting and to wrap up the paper work, but not to exceed one hour before polls are opened, and one hour after the last voter votes. The presiding judge, or an election worker designated by the presiding judge, who picks up the election supplies prior to election day, from the election office and who returns the remaining supplies, ballot boxes, and all other election records from the polling location to the central count will receive a fee not to exceed \$25 at the same time that payment is made for the hours worked.

V. PAYMENT

A. **Charges and Distribution of Costs.** In consideration of the joint election services provided by the Contracting Officer, the LPS will be charged a share of election costs and an administrative fee. The costs distribution is set forth in the Joint Election Agreement. A cost estimate shall be provided upon request only after all entities participating in the election are identified.

B. **Administrative Fee.** The Contracting Officer shall charge a fee equal to 10% of the LPS's share of the cost of the election or a minimum of \$75.00.

C. **Equipment Rental Fee.** Per Section 123.032(d) of the Texas Election Code, the Llano County Commissioners Court has set the equipment rental fee at 2% per day, of the cost of each piece of equipment used. If the County acquires additional equipment, different voting equipment, or upgrades existing equipment during the term of this Contract, the charge for the use of the equipment may be reset by the Llano County Commissioners Court.

D. **Payment.** The Contracting Officer's invoice shall be due and payable to the address set forth in the invoice within 30 days from the date of receipt by the LPS. If the LPS disputes any

portion of the invoice, the LPS shall pay the undisputed portion of the invoice, and the parties will discuss in good faith a resolution of the disputed portion.

- E. **Expense Item Larger than \$500.** If a single election expense exceeds \$500, the Contracting Officer reserves the right to invoice the LPS for such expense at the time it is incurred, supported by an invoice or receipt, rather than waiting until after Election Day. The LPS shall pay such invoice within 30 days from the date of receipt.

VI. TERM AND TERMINATION

- A. **Initial Term.** The initial term of this Contract shall commence upon the last party's execution hereof and shall continue thereafter in full force and effect for one year, subject to the termination rights set forth herein.
- B. **Renewal.** Subject to the termination rights set forth herein, this Contract shall automatically renew for a one-year term.
- C. **Termination.** If either party wishes to terminate this Contract for convenience or for cause the party must provide thirty (30) business days' written notice to the other party and allow for discussion of the desired outcome and options to reach the desired outcome. In the event of termination, it is understood and agreed that only the amounts due to the Contracting Officer for services provided and expenses incurred will be due and payable.

VII. MISCELLANEOUS PROVISIONS

- A. **Nontransferable Functions.** In accordance with Section 31.096 of the Texas Election Code, nothing in this Contract shall authorize or permit a change in:
 - 1. The authority with whom or the place at which any document or record relating to the election is to be filed;
 - 2. The officers who conduct the official canvass of the election returns;
 - 3. The authority to serve as custodian of voted ballots or other election records; or
 - 4. Any other nontransferable function specified under Section 31.096 or other provisions of Texas law.
- B. **Joint Election.** The parties acknowledge that the Election Administrator may contract with other entities holding elections at the same time as the LPS on November 8, 2022. They also acknowledge that the LPS may share the early voting locations as well as Election Day locations pursuant to Texas Election Code Chapter 271.

The parties acknowledge that other local political subdivisions may be holding an election at the same time as the LPS and may enter into a contract for election services with the Contracting Officer under Section 271.002 of the Texas Election Code.

- C. **Cancellation of Election.** If the LPS cancels its election pursuant to Section 2.053 of the Texas Election Code, the Contracting Officer shall be entitled to receive an administrative

fee of \$75. The Contracting Officer shall submit an invoice for the administrative fee as soon as reasonably possible after the cancellation, and the LPS shall make payment therefore in a manner similar to that set forth in **V. PAYMENT** above.

C. Contract Copies to Treasurer and Auditor. In accordance with Section 31.099 of the Texas Election Code, the Contracting Officer agrees to file copies of this Contract with the County Treasurer and the County Auditor of Llano County, Texas.

D. Election to Resolve a Tie. In the event that an election is necessary to resolve a tie vote, the terms of this Contract shall extend to the second election, except:

1. The LPS and the Contracting Officer will agree upon the date of the election and the early voting schedule subject to provisions of the Election Code and with regard to other elections conducted by the Contracting Officer.
2. The LPS will be responsible for any Department of Justice preclearance submission under Section 5 of the Federal Voting Rights Act.
3. An attempt will be made to use election workers that worked in the first election; those poll workers will not have additional training provided by the Contracting Officer.
4. The cost of the election will be borne by the LPS; the Contracting Officer will work with the LPS on cost management.

E. Amendment/ Modification. Except as otherwise provided, this Contract may not be amended, modified, or changed in any respect except in writing, duly executed by the parties hereto. Both the Contracting Officer and the LPS may propose necessary amendments or modifications to this Contract in writing in order to conduct the election smoothly and efficiently, except that any such proposals must be approved by the Contracting Officer and the governing body of the LPS or its authorized agent, respectively.

F. Severability. If any provision of this Contract is found to be invalid, illegal, or unenforceable a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Contract and parties to this Contract shall perform their obligations under this Contract in accordance with the intent of the parties to this Contract as expressed in the terms and provisions.


G. Representatives. For purposes of implementing this Contract and coordinating activities, the Contracting Officer and the LPS designate the following individuals for submission of information, documents and notice:

For the Contracting Officer:
Andrea Wilson
Elections Administrator, Llano County
1447 E. State Hwy 71 Ste. A
Llano, TX 78643
Tel: (325) 247-5425
Fax: (325) 247-5624
Email: elections@co.llano.tx.us

For the LPS:
City of Horseshoe Bay
1 Community Drive
Horseshoe Bay, TX 78657
P - 830-598-9943

WITNESS BY MY HAND THIS THE 19th DAY OF JUNE, 2023.

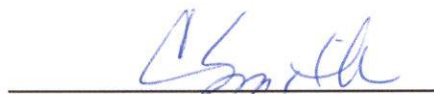
CONTRACTING OFFICER:


Andrea Wilson, Elections Administrator
Llano County, Texas

WITNESS BY MY HAND THIS THE 18th DAY OF July, 2023.

THE LOCAL POLITICAL SUBDIVISION:

City of Horseshoe Bay


Cynthia Clinesmith, Mayor

ATTEST: 
Kerri Craig,
City of Horseshoe Bay City Secretary

"EXHIBIT A"

**EARLY VOTING LOCATIONS AND TIME PERIOD
Monday, October 23, 2023 through Friday, November 3, 2023**

EARLY VOTING HOURS SUBJECT TO CHANGE DUE TO LEGISLATIVE CHANGES

Main location:

Llano County Library, 102 E. Haynie, Llano, Texas 78643
Hours 8:00 A.M. – 5:00 P.M. Monday through Friday

Branch Locations:

Kingsland Public Library, 125 W. Polk, Kingsland, Texas 78639
Hours 8:00 A.M. – 5:00 P.M. Monday through Friday

Horseshoe Bay City Council Chambers at City Hall
#1 Community Drive, Horseshoe Bay, Texas 78657
Hours 8:00 A.M. – 5:00 P.M. Monday through Friday

**ELECTION DAY POLLING LOCATIONS
Tuesday, November 7, 2023
7:00 A.M. – 7:00 P.M.**

Precinct	Name and Address (site)
109 & 102	Horseshoe Bay Horseshoe Bay City Office 1 Community Drive Horseshoe Bay, TX 78656
204 & 205	Bluffton Lakeshore Branch Library 7346 RR 261 Buchanan Dam, TX 78609
108, 307 & 203	Kingsland Kingsland Public Library 125 W. Polk Kingsland, TX 78639
410 & 101	West Llano Llano County Library 102 E. Haynie Llano, TX 78643

**JOINT ELECTION AGREEMENT 2023-2024
FOR LLANO COUNTY LOCAL POLITICAL SUBDIVISIONS**

Whereas, the undersigned local political subdivisions, collectively referred to hereafter as the "LPSs", each anticipate holding election(s) from July 2023 to June 2024; and

Whereas, each of the LPSs is located partially or entirely within Llano County, Texas (the "County"); and

Whereas, the County has contracted or is contracting with each LPS to conduct and provide election services for such LPSs election(s) from July 2023 to June 2024; and

Whereas, the LPSs all desire to enter into a joint election agreement for the purpose of sharing election equipment, costs, services of election officials, and sharing precinct polling locations and election ballots where appropriate.

NOW THEREFORE, the LPSs agree as follows:

- I. **Scope of Joint Election Agreement.** The LPSs enter this Joint Election Agreement ("Agreement") for the conduct of the elections to be held from July 2023 through June 2024.
- II. **Appoint Election Officer.** The LPSs appoint the Llano County Elections Administrator to serve as the Election Officer for each LPS in order to perform and supervise the duties and responsibilities of the Election Officer for any election from July 2023 through June 2024.
- III. **Early Voting Polling Locations.** The Early Voting locations for most elections will be at the:
Main location:
 1. Llano County Library, 102 E. Haynie, Llano, Texas 78643
Branch Locations:
 1. Kingsland Public Library, 125 W. Polk, Kingsland, Texas 78639
 2. Horseshoe Bay City Council Chambers at City Hall, #1 Community Drive, Horseshoe Bay, Texas 78657
- IV. **Election Day Polling Locations.** Election Day voting shall be held in common precincts where appropriate at the dates, times, and locations recommended by the Election Officer and authorized and ordered by the governing body of each LPS.
- V. **Cost Sharing.** The LPSs agree to the cost sharing provisions below. This includes Llano County, the school districts of the county (if applicable), the cities of the county (if applicable), and other local political subdivisions of Llano County (if applicable).
- VI. **Effective Date.** This Agreement becomes effective upon execution by the participating LPSs.
- VII. **Amendments.** This Agreement may not be amended or modified except in writing and executed by each LPS.

COST SHARING

- I. The following expenses will be shared based on the percentage of voters in representative districts by all Political Subdivisions holding an election, including but not limited to: newspaper notices, election kits and consumable election supplies, ballot programming, usage fees for the voting equipment, election worker payroll, and delivery payments to

election judges or designated poll workers, onsite tech support, any polling location rental fees (if applicable), transport of election equipment. A cost estimate for the LPS election is included in "Exhibit A".

- II. Only political subdivisions holding an election during the given election period and contracting with Llano County will share in the election costs.
- III. All contracting entities will share in the costs of early voting based on your cost share percentage. Election day cost sharing will be based on the polling locations or precincts used and your cost sharing percentage for each political subdivision sharing that location.
- IV. It is acknowledged that cost sharing expenses will fluctuate depending upon the number of required polling locations and poll workers required, and how many political subdivisions are contracting with Llano County. As well, General Elections, held on even-numbered years, typically require more resources than Constitutional Amendment elections, held on odd-numbered years and elections held in May.

A cost estimate for the LPS election is included in "Exhibit A". A breakdown will be provided upon request.

APPROVED BY THE GOVERNING BODY OF THE COUNTY OF LLANO in its meeting held the _____ day of _____, 2023, and executed by its authorized representative.

Ron Cunningham, Llano County Judge

Peter Jones, Commissioner Precinct 1

Linda Raschke, Commissioner Precinct 2

Mike Sandoval, Commissioner Precinct 3

Jerry Don Moss, Commissioner Precinct 4

APPROVED BY THE GOVERNING BODY OF THE CITY OF HORSESHOE BAY in its meeting held the 18th day of July, 2023, and executed by its authorized representative.

CITY OF HORSESHOE BAY

Cynthia Clinesmith
Cynthia Clinesmith, Mayor

ACKNOWLEDGED on June 1, 2023

BY: Andrea Wilson, Llano County Elections Administrator

Andrea Wilson

EXHIBIT A
TOTAL ELECTION COST

	Total	Llano Co.	City of HSB	Entity	Entity	Entity	Entity
Election Prep, Early Voting, Central Count Subtotal	\$31,034.85	\$25,636.85	\$5,398.00	\$0.00	\$0.00	\$0.00	\$0.00
Election Day Subtotal	\$5,483.85	\$4,795.80	\$688.05	\$0.00	\$0.00	\$0.00	\$0.00
Combined Subtotal	\$36,518.70	\$30,432.65	\$6,086.05	\$0.00	\$0.00	\$0.00	\$0.00
10% Administrative Fee	\$3,651.87	\$3,043.27	\$608.60	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL DUE TO LLANO COUNTY	\$40,170.57	\$33,475.92	\$6,694.65	\$0.00	\$0.00	\$0.00	\$0.00

An Election Equipment Discount of 50%
has been calculated for 2023

Equipment Rental Fee of 2% per day breakdown		2%
Controller	\$3,850.00	\$77.00
Scanner	\$6,100.00	\$122.00
Duo	\$3,950.00	\$79.00
Duo Go	\$520.00	\$10.40
ePollpad	\$310.00	\$6.20
Central Count Scanner	\$6,100.00	\$122.00

Duo - Ballot Marking Device
Scanner - Ballot Reader
Controller - Judges Booth Controller
DuoGo - Curbside Ballot Marking Device
ePollpad- electronic OLRV

ITEMIZED BREAKDOWN OF ELECTION PREP, EARLY VOTING COSTS & CENTRAL COUNT

Date of Election 6-May-23
 # of Early Voting Polling Locations 3
 Days of Early Voting 7

LEGAL NOTICE PUBLICATION

Item	Vendor				Subtotal
Public L & A Test	Llano News				\$99.00
Notice of Election	Llano News				
Total Notices Cost					\$99.00

ELECTION DAY DELIVERY FEES

Location					Subtotal
Delivery to Central Count	Election Judges	4		\$25.00	\$100.00
Total Rental Cost					\$100.00

TRANSPORT OF VOTING EQUIPMENT

Item	Vendor	Gallons		Cost/Gallon	Subtotal
Fuel for Elections Dept. Truck	Llano Co.	22		\$3.00	\$66.00
Total Transport Cost					\$66.00

POSTAGE

Item	Vendor	Units		Cost/Unit	Subtotal
Postage for Ballot by Mail	Pitney Bowes	600		\$0.81	\$486.00
					\$0.00
					\$0.00
Total Professional Services Cost					\$486.00

FIELD TECH MILEAGE

Item	Name	Miles		Per Mile	Subtotal
Mileage for FT Staff	Rachel	200		0.625	\$125.00
	Andrea	200		0.625	\$125.00
Total Field Tech Cost					\$250.00

ELECTION SUPPLIES

Item	Vendor	Units		Cost/Unit	Subtotal
Thermal Ballot Stock	Hart	1000		\$0.185	\$185.00
Thermal Ballot Stock Central Count	Hart	10		\$0.185	\$1.85
Flat Fee Supply Kits Central Count	Hart	1		\$75.00	\$75.00
Flat Fee Supply Kits EV	Llano Co	3		\$75.00	\$225.00
Ballot By Mail Kits	AMG Printing	600		\$2.49	\$1,494.00
Total Election Supplies Cost					\$1,980.85

INTERNET SERVICE FOR ELECTRONIC POLL BOOKS

Item	Vendor				Subtotal
Total Internet Cost					\$0.00

PRINTING FEES

Item	Vendor	Units		Cost/Unit	Subtotal
Sample Ballots	Llano Co	250		\$0.10	\$25.00
L&A Control	Hart	1		\$350.00	\$350.00
Test Deck	Hart	1		\$100.00	\$100.00
					\$0.00
Total Printing Cost					\$475.00

EQUIPMENT RENTAL FEES

(2% of full price per day/per unit)

Item	Vendor	Units	Days	Units*Days	2% Cost/Unit	Subtotal
Duo GO	Hart	3	10	30	\$77.00	\$2,310.00
Controller	Hart	3	10	30	\$122.00	\$3,660.00
Scanner	Hart	3	10	30	\$79.00	\$2,370.00
Duo	Hart	15	10	150	\$10.40	\$1,560.00
Central Count Scanner	Hart	1	10	10	\$122.00	\$1,220.00
ePollbook	Knowink	3	10	30	\$6.20	\$186.00
Total Equipment Rental Cost						\$11,306.00

Equipment Rental Fee of 2% per day breakdown		2%
Controller	\$3,850.00	\$77.00
Scanner	\$6,100.00	\$122.00
Duo	\$3,950.00	\$79.00
Duo Go	\$520.00	\$10.40
ePollpad	\$310.00	\$6.20
Central Count Scanner	\$6,100.00	\$122.00

Subtotal	\$14,762.85
Early Voting Personnel	\$16,272.00
Total Early Voting	\$31,034.85

Election Day Totals

Precinct 101	Total	Llano Co	0	Entity	Entity	Entity	Entity
Number of Registered Voters	313	313	0	0	0	0	0
Percent Share	0	1	0	0	0	0	0
Total Cost Share	\$84.75	\$84.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Precinct 102	Total	Llano CO	City of HSB	Entity	Entity	Entity	Entity
Number of Registered Voters	831	635	196	0	0	0	0
Percent Share	0	0.764139591	0.235860409	0	0	0	0
Total Cost Share	\$89.35	\$68.28	\$21.07	\$0.00	\$0.00	\$0.00	\$0.00

Precinct 108	Total	Llano CO	0	0	Entity	Entity	Entity
Number of Registered Voters	1057	1057	0	0	0	0	0
Percent Share	0	1	0	0	0	0	0
Total Cost Share	\$97.40	\$97.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Precinct 109	Total	Llano ISD	City of HSB	Entity	Entity	Entity	Entity
Number of Registered Voters	7277	3788	3489	0	0	0	0
Percent Share	0	0.52054418	0.47945582	0	0	0	0
Total Cost Share	\$1,391.10	\$724.13	\$666.97	\$0.00	\$0.00	\$0.00	\$0.00

Precinct 203	Total	Llano Co	Entity	Entity	Entity	Entity	Entity
Number of Registered Voters	2603	2603	0	0	0	0	0
Percent Share	0	1	0	0	0	0	0
Total Cost Share	\$107.75	\$107.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Precinct 204	Total	Llano Co	Entity	Entity	Entity	Entity	Entity
Number of Registered Voters	875	875	0	0	0	0	0
Percent Share	0	1	0	0	0	0	0
Total Cost Share	\$1,117.30	\$1,117.30	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Precinct 205	Total	Llano ISD	Entity	Entity	Entity	Entity	Entity
Number of Registered Voters	778	778	0	0	0	0	0
Percent Share	0	1	0	0	0	0	0
Total Cost Share	\$51.00	\$51.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Precinct 307	Total	Llano Co	Entity	Entity	Entity	Entity	Entity
Number of Registered Voters	33054	33054	0	0	0	0	0
Percent Share	0	1	0	0	0	0	0
Total Cost Share	\$1,217.00	\$1,217.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Precinct 410	Total	Llano Co	Entity	Entity	Entity	Entity	Entity
Number of Registered Voters	4133	4133	0	0	0	0	0
Percent Share	0	1	0	0	0	0	0
Total Cost Share	\$1,328.20	\$1,328.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Subtotals	\$5,483.85	\$4,795.80	\$688.05	\$0.00	\$0.00	\$0.00	\$0.00
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ITEMIZED BREAKDOWN OF ELECTION DAY COSTS

Date of Election 7-Nov-23
 # of Election Day Polling Locations 4
 Precinct 102
 Number of Political Subdivisions 1

	Total	Llano CO	City of HSB	Entity	Entity	Entity	Entity
Number of Registered Voters	831	635	196				
Percent Share		0.764140	0.235860	-	-	-	-
Total Cost Share	\$89.35	\$68.28	\$21.07	\$0.00	\$0.00	\$0.00	\$0.00

POLLING LOCATION SITE RENTAL

Location						Subtotal
						\$0.00
Total Rental Cost						\$0.00

ELECTION SUPPLIES

Item	Vendor	Units	Cost/Unit	Subtotal
Thermal Ballot Stock	Hart	45	\$0.230	\$10.35
Flat Fee Supply Kits	Llano Co	0	\$75.00	\$0.00
				\$0.00
Total Election Supplies Cost				\$10.35

INTERNET SERVICE FOR ELECTRONIC POLL BOOKS

Item	Vendor	Units	Cost/Unit	Subtotal
				\$0.00
Total Internet Cost				\$0.00

EQUIPMENT RENTAL FEES

Item	Vendor	Units	2% Cost/Unit	Subtotal
Duo GO	Hart	0	\$10.40	\$0.00
Controller	Hart	0	\$77.00	\$0.00
Scanner	Hart	0	\$122.00	\$0.00
Duo	Hart	1	\$79.00	\$79.00
ePollbook	Knowink		\$6.20	\$0.00
Total Equipment Rental Cost				\$79.00

Election Day Payroll

Gross Wages Judges/Poll Workers				\$0.00
Total Gross Wages Election Day				

Subtotal	\$89.35
TOTAL COST=	\$89.35

ITEMIZED BREAKDOWN OF ELECTION DAY COSTS

Date of Election 7-Nov-23
 # of Election Day Polling Locations 4
 Precinct 109
 Number of Political Subdivisions 1

	Total	Llano ISD	City of HSB	Entity	Entity	Entity	Entity
Number of Registered Voters	7277	3788	3489				
Percent Share		0.520544	0.479456				
Total Cost Share	\$1,391.10	\$724.13	\$666.97	\$0.00	\$0.00	\$0.00	\$0.00

POLLING LOCATION SITE RENTAL

Location						Subtotal
						\$0.00
Total Rental Cost						\$0.00

ELECTION SUPPLIES

Item	Vendor	Units	Cost/Unit	Subtotal
Thermal Ballot Stock	Hart	250	\$0.230	\$57.50
Flat Fee Supply Kits	Llano Co	1	\$75.00	\$75.00
				\$0.00
Total Election Supplies Cost				\$132.50

INTERNET SERVICE FOR ELECTRONIC POLL BOOKS

Item	Vendor	Cost/Unit	Subtotal
			\$0.00
Total Internet Cost			\$0.00

EQUIPMENT RENTAL FEES

Item	Vendor	Units	2% Cost/Unit	Subtotal
Duo GO	Hart	1	\$10.40	\$10.40
Controller	Hart	1	\$77.00	\$77.00
Scanner	Hart	1	\$122.00	\$122.00
Duo	Hart	5	\$79.00	\$395.00
ePollbook	Knowink	1	\$6.20	\$6.20
Total Equipment Rental Cost				\$610.60

Election Day Payroll

Gross Wages Judges/Poll Workers				\$648.00
Total Gross Wages Election Day				

Subtotal	\$1,391.10
TOTAL COST=	\$1,391.10

JOINT RESOLUTION

WHEREAS, the City of Horseshoe Bay, Texas and the County of Llano, Texas, desire to enter into a 2023-2024 Joint Election Contract with the Llano County Elections Administrator, as the County Election Officer.

AND WHEREAS, the Commissioners Court of Llano County, Texas desires to give authorization for said contract.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSIONERS' COURT OF LLANO COUNTY, TEXAS, THAT:

Said Commissioners' Court authorizes a Joint Contract by and among, the City of Horseshoe Bay, Texas and Llano County, Texas, and Andrea Wilson, Llano County Elections Administrator of Llano County, Texas, for the conduct and supervision of the Joint Election on November 7, 2023.

PASSED AND APPROVED, THIS _____ DAY OF AUGUST, 2023.

Ron Cunningham, Llano County Judge


Peter Jones
Commissioner, Precinct 1

Linda Raschke
Commissioner, Precinct 2

Mike Sandoval
Commissioner, Precinct 3

Jerry Don Moss
Commissioner, Precinct 4

CITY OF HORSESHOE BAY, TX



Cynthia Clinesmith, Mayor

Andrea Wilson
Llano County Elections Administrator

EXHIBIT B

CONTRACT FOR ELECTION SERVICES

THIS CONTRACT FOR ELECTION SERVICES (this "Contract") is made and entered into by and between the ELECTIONS ADMINISTRATOR OF BURNET COUNTY, TEXAS ("Contracting Officer") and the Local Political Subdivision set forth on the signature page of this Contract (the "LPS") pursuant to the authority under Section 31.092(a) of the Texas Election Code.

RECITALS

WHEREAS, the LPS expects to order an election during the term of this Contract and during any renewal term of this Contract (the "Election");

WHEREAS, the LPS desires that certain election services for the Election be provided by the Contracting Officer pursuant to Chapter 31, Subchapter D of the Texas Election Code and;

WHEREAS, the Contracting Officer and the LPS desire to enter into a contract setting out the respective responsibilities of the parties;

NOW, THEREFORE, the parties to this Contract agree as follows with respect to the coordination, supervision, and conduct of the Election.

I. GENERAL PROVISIONS.

- A. The purpose of this Contract is to maintain consistency and accessibility in voting practices, polling places, and election procedures to best assist the voters of the LPS. For purposes of this Contract the term "Election" will include any resulting recount or election contest. It will also apply to any election to resolve a tie.
- B. The Contracting Officer is hereby appointed to serve as the LPS's Election Officer and Early Voting Clerk to conduct the Election for those areas of the LPS located in Burnet County. As Election Officer and Early Voting Clerk, the Contracting Officer will coordinate, supervise and conduct all aspects of administering voting in connection with the Election in compliance with all applicable law except as otherwise provided in this Contract.
- C. The LPS agrees to commit the funds necessary to pay for election-related expenses for the LPS's election.
- D. The Contracting Officer has the right to enter into agreements with other entities at any time and may require that authorities of LPSs holding elections on the same day in all or part of the same territory to enter into a joint election agreement as authorized in Chapter 271 of the Texas Election Code. The LPS agrees to enter into a joint election agreement required by Burnet County.

II. RESPONSIBILITIES OF CONTRACTING OFFICER. The Contracting Officer shall be responsible for performing the following services and furnishing the following materials and equipment in connection with the election:

- A. *Nomination of Presiding Judges and Alternate Judges.* The Contracting Officer shall recruit and appoint Election Day presiding and alternate judges, central accumulation station

judges, and the Early Voting Ballot Board (EVBB) presiding judge, all of which shall meet the eligibility requirements in Subchapter C of Chapter 32 of the Texas Election Code.

B. *Notification to LPS.* The Contracting Officer shall provide the LPS with the most up-to-date list of presiding and alternate judges three weeks before the statutory deadline to order the election and again three weeks before Election Day. LPS acknowledges that the information provided may not be final or complete.

C. *Notification to Presiding and Alternate Judges; Appointment of Clerks.*

1. The Contracting Officer shall notify each presiding and alternate judge of his or her appointment. The notification will also include the assigned polling location, the date of the election training(s), the date and time of the election, the rate of compensation, the number of clerks the judge may appoint, the eligibility requirements for election workers, and the name of the presiding or alternate judge as appropriate.
2. The election judge will make the clerk appointments in consultation with the Contracting Officer. If a presiding judge or the alternate judge does not speak both English and Spanish, and the election precinct is one subject to Sections 272.002 and 272.009 of the Texas Election Code, the Contracting Officer shall ensure that a bilingual election clerk is appointed. The Contracting Officer shall notify the clerks of the same information that the judges receive under this section.

D. *Election Training.* The Contracting Officer shall be responsible for conducting election training for the presiding judges, alternate judges, clerks, and Early Voting deputies in the operation and troubleshooting of the direct record electronic (DRE) voting system and the conduct of elections, including qualifying voters, issuing ballot style codes, maintaining order at the polling location, conducting provisional voting and counting votes.

E. *Logic and Accuracy Testing.* In advance of Early Voting (including the sending out of any mail ballots), the Contracting Officer, the tabulation supervisor, and other members the Contracting Officer designates for the testing board shall conduct all logic and accuracy testing in accordance with the procedures set forth by the Texas Election Code and under guidelines provided by the Secretary of State's office. The Contracting Officer shall also be responsible for the publication of the required notice of such testing.

F. *Election Supplies.* The Contracting Officer shall procure, prepare, and distribute to the presiding judges for use at the polling locations on Election Day (and to the Early Voting clerks during Early Voting) the following election supplies: election and early voting kits (including the appropriate envelopes, lists, forms, name tags, posters, and signage described in Chapters 51, 61, and 62, and Subchapter B of Chapter 66 of the Texas Election Code) seals, sample ballots, thermal paper rolls for use in the Judge's Booth Controllers (JBCs), batteries for use in the JBCs and eSlates, labels for the electronic poll books, and all consumable-type office supplies necessary to hold an election.

G. *Registered Voter List.* The Contracting Officer shall provide lists of registered voters required by law for use on Election Day and for the Early Voting period.

H. Notice at Previous Polling Place. The Contracting Officer shall post notices of a change in a polling place at the entrance to the previous polling location. Section 43.062 of the Texas Election Code provides that the notice shall state the location has changed and give the location of the new polling place.

I. Election Equipment. The Contracting Officer shall prepare and distribute the Direct Record Electronic (DRE) voting system components from Hart InterCivic, Inc. ("Hart") for the election. This voting system includes the equipment referred to as "eSlates" and "Judge's Booth Controllers" (JBCs). Each polling location will have at least one voting machine that is accessible to disabled voters and provides a practical and effective means for voters with disabilities to cast a secret ballot.

J. Ballots. The Contracting Officer or designee shall be responsible for the preparation, printing, programming and distribution of English and Spanish ballots and sample ballots, including the mail ballots, based on the information provided by the LPS, including names of the candidates, names of the offices sought, order of names on the ballot, propositions on the ballot, and the Spanish translation of the offices and any propositions. The ballot will be prepared in these formats: DRE, paper and auditory.

K. Early Voting. In accordance with Sections 31.096 and 32.097(b) of the Texas Election Code, the Contracting Officer shall serve as Early Voting Clerk for the election.

1. The Contracting Officer shall supervise and conduct early voting by mail and by personal appearance and shall secure personnel to serve as Early Voting Deputies.
2. Early Voting by personal appearance for the election shall be conducted during the hours and time period and at the locations as determined by the Contracting Officer.
3. The Contracting Officer shall receive mail ballot applications on behalf of the LPS. All applications for mail ballots shall be processed in accordance with Title 7 of the Texas Election Code by the Contracting Officer or deputies at the Elections Office, located at 106 W. Washington St., Burnet, TX. Applications for mail ballots erroneously sent to the LPS shall be faxed promptly to the Contracting Officer for timely processing then the original application shall be forwarded to the Contracting Officer for proper retention.
4. Early voting ballots shall be secured and maintained at the Elections Office, located at 106 W. Washington St., Burnet, TX and in accordance with Chapter 87 of the Texas Election Code. The Early Voting Ballot Board shall meet at the same location unless posted differently.

L. Election Day Polling Locations. The Election Day polling locations are determined by the Contracting Officer in consultation with the LPS and in accordance with the Texas Election Code. The Contracting Officer shall arrange for the use of all Election Day polling places and shall arrange for the setting up of the polling location including tables, chairs and voting booths.

M. Election Day Activities.

1. The Contracting Officer and staff shall be available from 6:00 am until the completion of vote counting on Election Day to render technical support and assistance to voters and

election workers.

2. The Contracting Officer and staff shall prepare and conduct Election Night intake of election equipment, supplies and records.
3. The Contracting Officer and designee shall serve as central counting station manager and tabulation supervisor, counting the votes in conjunction with the Early Voting Ballot Board and the Central Counting Station judges.

N. *Election Night Reports.* The Contracting Officer shall prepare the unofficial and official tabulation of precinct results under Section 66.056(a) of the Texas Election Code. The unofficial tabulation of Early Voting precinct results and Election Day precinct results shall be made available to the LPS via e-mail as soon as they are prepared and may be released under law, but no earlier than 7:05 pm on Election Day. The tabulation reports may also be provided to other counties as necessary for the election.

O. *Provisional Votes/Determination of Mail Ballots Timely Received under Section 86.007(d) of the Texas Election Code.* The Contracting Officer, serving as voter registrar, shall retain the provisional voting affidavits and shall provide factual information on each of the provisional voters' status. The Contracting Officer shall reconvene the EVBB after the election within the time set forth in Section 65.051 of the Texas Election Code for the purpose of determining the disposition of the provisional votes. At the same time, the EVBB will review mail ballots timely received under Section 86.007(d) of the Texas Election Code to determine whether such will be counted and to resolve any issues with such ballots.

P. *Canvass Material Preparation.* Promptly after determination of the provisional votes and resolution of any mail ballots, the Contracting Officer shall work with the EVBB to tally the accepted provisional votes and resolved mail ballots, amend the unofficial tabulations, and submit new unofficial tabulations to the LPS. The reports will serve as the canvass materials for the LPS.

Q. *Custodian of Election Records.* The election records will be submitted to the LPS except for those records that must be maintained by the Contracting Officer as Voter Registrar in accordance with Section 66.051 of the Texas Election Code. The Contracting Officer is hereby appointed the custodian of voted ballots (which in the case of the ballots cast on the DRE voting system consists of the DVD backup) and shall preserve them in accordance with Chapter 66 of the Texas Election Code and other applicable law. The Contracting Officer shall also maintain custody of the records pertaining to the operation of the JBCs and eSlates.

R. *Recount.*

1. If required by law, the Contracting Officer shall perform a partial manual count of electronic voting system ballots in accordance with section 127.201 of the Texas Election Code. A recount may also be requested in accordance with Chapter 212 of the Texas Election Code.
2. The LPS shall advise the Contracting Officer if a recount is required by law or requested and the Contracting Officer and the LPS shall discuss how such recount is

to be conducted. The LPS shall reimburse the Contracting Officer for the cost of such count which is not included in the original invoice.

S. *Schedule for Performance of Services.* The Contracting Officer shall perform all election services in accordance and compliance with the time requirements set out in the Texas Election Code.

T. *Contracting with Third Parties.* In accordance with Section 31.098 of the Texas Election Code, the Contracting Officer is authorized to contract with third parties for election services and supplies. The cost of such third-party services and supplies will be paid by the Contracting Officer and reimbursed by the LPS.

U. *Department of Justice Preclearance for General Elections.* If required by law, any changes to the general conduct of voting in Burnet County will be pre-cleared through the United States Department of Justice by the Contracting Officer with copies of the submission and response e-mailed to the LPS.

III. RESPONSIBILITIES OF THE LPS. The LPS shall perform the following responsibilities:

A. *Applications for Mail Ballots.* The LPS shall date stamp and then as promptly as possible fax to the Contracting Officer all applications for mail ballots that it receives. Promptly thereafter, the LPS shall deliver or send by mail the original mail ballot applications to the Contracting Officer.

B. *Election Orders, Election Notices, and Canvass.* The LPS shall be responsible for preparing, adopting, publishing, and posting all required election orders, resolutions, notices and other documents, including bilingual materials, evidencing action by the governing authority of the LPS necessary to the conduct of the election. The LPS shall be responsible for conducting the official canvass of the election.

C. *Map/ Annexations.* The LPS shall provide the Contracting Officer with an updated map and street index of its jurisdiction in an electronic or printed format and shall advise the Contracting Officer of any annexations or de-annexations.

D. *Department of Justice Preclearance for Special Elections.* If required by law, the LPS shall be individually responsible for obtaining appropriate preclearance from the United States Department of Justice for any special elections.

E. *Ballot Information.* The LPS shall prepare the text for the LPS's official ballot in English and Spanish and provide to the Contracting Officer as soon as possible at the end of the period for ordering the election or filing for candidacy. The ballot information shall include a list of propositions showing the order and the exact manner in which the candidates' names and the propositions are to appear on the ballot. The LPS shall promptly review for correctness the ballot when requested by the Contracting Officer to do so prior to finalization and shall approve by e-mail or by signature in person.

F. *Precinct Reports to the Texas Secretary of State.* Based on information provided by the Contracting Officer, the LPS shall prepare and file all required precinct reports with the Texas Secretary of State.

G. **Annual Voting Report.** The LPS shall be responsible for filing its annual voting system report to the Texas Secretary of State as required under Chapter 123 *et seq.* of the Texas Election Code.

IV. SPECIAL PROVISIONS RELATING TO ELECTION WORKERS

A. **Number of Election Workers at Election Day Polling Locations.** It is agreed by the Contracting Officer and the LPS that there will be at least three election workers at each Election Day polling location: the presiding judge, an alternate judge, and at least one election clerk appointed by the presiding judge. The number of necessary clerks is derived from the number of elections at the poll and the number of registered voters for that poll.

B. **Compensation for Election Workers.** The Contracting Officer shall compensate all election workers in accordance with the Contracting Officer's established compensation policies, in accordance with the Texas Election Code and using the rates set by Burnet County Commissioners Court for county elections. The Contracting Officer shall pay the workers and be reimbursed by the entities sharing the polling location unless a polling place is open for only one LPS holding an election. In this case, the LPS shall pay the election workers directly.

V. PAYMENT

A. **Charges and Distribution of Costs.** In consideration of the joint election services provided by the Contracting Officer, the LPS will be charged a share of election costs and an administrative fee. The costs distribution is set forth in the Joint Election Agreement. A cost estimate shall be provided upon request only after all entities participating in the election are identified.

B. **Administrative Fee.** The Contracting Officer shall charge a fee equal to 10% of the LPS's share of the cost of the election or a minimum of \$75.00.

C. **Equipment Rental Fee.** Per Section 123.032(d) of the Texas Election Code, the Burnet County Commissioners Court has set the equipment rental fee at \$150 per JBC and per eSlate. There is no charge for Early Voting rental of equipment. If the County acquires additional equipment, different voting equipment, or upgrades existing equipment during the term of this Contract, the charge for the use of the equipment may be reset by the Burnet County Commissioners Court.

D. **Fixed Lump Sum Price for Districts other than Cities, School Districts and Central Texas Groundwater Conservation District.** A LPS that is not a city, school district or the Central Texas Groundwater Conservation District shall pay the Contracting Officer a fixed lump sum price to administer its election. The only item not included in the lump sum price is the cost of any recount.

E. **Payment.** The Contracting Officer's invoice shall be due and payable to the address set forth in the invoice within 30 days from the date of receipt by the LPS.

VI. TERM AND TERMINATION

- A. **Initial Term.** The initial term of this Contract shall commence upon the last party's execution hereof and shall continue thereafter in full force and effect for one year, subject to the termination rights set forth herein.
- B. **Renewal.** Subject to the termination rights set forth herein, this Contract shall automatically renew for a one-year term.
- C. **Termination.** If either party wishes to terminate this Contract for convenience or for cause the party must provide thirty (30) business days' written notice to the other party and allow for discussion of the desired outcome and options to reach the desired outcome. In the event of termination, it is understood and agreed that only the amounts due to the Contracting Officer for services provided and expenses incurred will be due and payable.

VII. MISCELLANEOUS PROVISIONS

- A. **Nontransferable Functions.** In accordance with Section 31.096 of the Texas Election Code, nothing in this Contract shall authorize or permit a change in:
 - 1. The authority with whom or the place at which any document or record relating to the election is to be filed;
 - 2. The officers who conduct the official canvass of the election returns;
 - 3. The authority to serve as custodian of voted ballots or other election records; or
 - 4. Any other nontransferable function specified under Section 31.096 or other provisions of Texas law.
- B. **Cancellation of Election.** If the LPS cancels its election pursuant to Section 2.053 of the Texas Election Code, the Contracting Officer shall be entitled to receive an administrative fee of \$75. The Contracting Officer shall submit an invoice for the administrative fee as soon as reasonably possible after the cancellation, and the LPS shall make payment therefore in a manner similar to that set forth in V. PAYMENT above.
- C. **Contract Copies to Treasurer and Auditor.** In accordance with Section 31.099 of the Texas Election Code, the Contracting Officer agrees to file copies of this Contract with the County Treasurer and the County Auditor of Burnet County, Texas.
- D. **Election to Resolve a Tie.** In the event that an election is necessary to resolve a tie vote, the terms of this Contract shall extend to the second election, except:
 - 1. The LPS and the Contracting Officer will agree upon the date of the election and the early voting schedule subject to provisions of the Election Code and with regard to other elections conducted by the Contracting Officer.
 - 2. The LPS will be responsible for any Department of Justice preclearance submission under Section 5 of the Federal Voting Rights Act.

3. An attempt will be made to use election workers that worked in the first election; those poll workers will not have additional training provided by the Contracting Officer.
4. The cost of the election will be borne by the LPS; the Contracting Officer will work with the LPS on cost management.

E. *Amendment/ Modification.* Except as otherwise provided, this Contract may not be amended, modified, or changed in any respect except in writing, duly executed by the parties hereto. Both the Contracting Officer and the LPS may propose necessary amendments or modifications to this Contract in writing in order to conduct the election smoothly and efficiently, except that any such proposals must be approved by the Contracting Officer and the governing body of the LPS or its authorized agent, respectively.

F. *Severability.* If any provision of this Contract is found to be invalid, illegal, or unenforceable a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Contract and parties to this Contract shall perform their obligations under this Contract in accordance with the intent of the parties to this Contract as expressed in the terms and provisions.

G. *Representatives.* For purposes of implementing this Contract and coordinating activities, the Contracting Officer and the LPS designate the following individuals for submission of information, documents and notice:

For the Contracting Officer:

Doug Ferguson
Elections Administrator, Burnet County
220 S. Pierce
Burnet, TX 78611
Tel: (512) 715-5288
Fax: (512) 715-5287
Email: electadmin@burnetcountytexas.org

For the LPS:

Kerri Craig
Chief Elections Officer, City of Horseshoe Bay
1 Community Drive, PO Box 7765
Horseshoe Bay, TX 78657
Tel: (830) 598-9943
Fax: n/a
Email: kcraig@horseshoe-bay-tx.gov

* * *

WITNESS BY MY HAND THIS THE 24th DAY OF May, 2023.

CONTRACTING OFFICER:

Doug Ferguson

Doug Ferguson, Elections Administrator
Burnet County, Texas

WITNESS BY MY HAND THIS THE 18th DAY OF July, 2023.

THE LOCAL POLITICAL SUBDIVISION:

Name of Entity: City of Horseshoe Bay

By: Cynthia Clinesmith

Printed Name: Cynthia Clinesmith

Official Capacity: Mayor

ATTEST:

Kerri Craig
Kerri Craig, Chief Elections Officer

JOINT ELECTION AGREEMENT 2023-2024

FOR BURNET COUNTY LOCAL POLITICAL SUBDIVISIONS

Whereas, the undersigned local political subdivisions, collectively referred to hereafter as the “LPSs”, each anticipate holding election(s) from August 2023 to July 2024; and

Whereas, each of the LPSs is located partially or entirely within Burnet County, Texas (the “County”); and

Whereas, the County has contracted or is contracting with each LPS to conduct and provide election services for such LPS’s election(s) from August 2023 to July 2024; and

Whereas, the LPSs all desire to enter into a joint election agreement for the purpose of sharing election equipment, costs, services of election officials, and sharing precinct polling locations and election ballots where appropriate.

NOW THEREFORE, the LPSs agree as follows:

- I. **Scope of Joint Election Agreement.** The LPSs enter this Joint Election Agreement (“Agreement”) for the conduct of the elections to be held from August 2023 through July 2024.
- II. **Appoint Election Officer.** The LPSs appoint the Burnet County Elections Administrator to serve as the Election Officer for each LPS in order to perform and supervise the duties and responsibilities of the Election Officer for any election from August 2023 through July 2024.
- III. **Early Voting Polling Locations.** The Early Voting locations for most elections will be at the AgriLife Auditorium, 607 N. Vandevener St., Burnet, TX 78611 and Texas Tech in Marble Falls, 806 Steve Hawkins Pkwy., Marble Falls, TX 78654. In November of even years, the county will also use Granite Shoals Community Center, 1208 North Phillips Ranch Rd, Granite Shoals, TX 78654, and Bertram Library, 170 North Gabriel St., Bertram, TX 78605.
- IV. **Election Day Polling Locations.** Election Day voting shall be held in common precincts where appropriate at the dates, times, and locations recommended by the Election Officer and authorized and ordered by the governing body of each LPS. Those will be decided within one week after the last day to order an election.
- V. **Cost Sharing.** The LPSs agree to the cost sharing provisions below. This includes Burnet County, the school districts of the county, the cities of the county, and the Central Texas Groundwater Conservation District. Other entities pay a lump sum of \$1,000 for their election.
- VI. **Effective Date.** This Agreement becomes effective upon execution by the participating LPSs.
- VII. **Amendments.** This Agreement may not be amended or modified except in writing and executed by each LPS.

COST SHARING – NOVEMBER UNIFORM ELECTION DATE

- I. The following expenses will be shared equally by all LPSs holding an election including Burnet County: the newspaper notice for the Logic and Accuracy Test of the ballots, consumable election supplies, and ballot programming.
- II. The user fees for the voting equipment, election worker payroll, and mileage payments to poll workers will follow these cost sharing arrangements:

- a. The county will bear at least 70% of these election costs at each voting location. The remaining 30% will be shared so that 20% is paid by the Independent School District (ISD) or CTGCD associated with the polling place and the remaining 10% is paid by any/all cities equally sharing the costs. If both the ISD and CTGCD are holding elections, they each pay 10%, with any/all cities equally sharing the remaining 10%.
 - b. If there is no city election, the ISD or CTGCD associated with the polling place pays 20% or 10% each and the county the remaining 80%. Subsequently, if there is no ISD or CTGCD election, any/all cities pay 10% of the costs associated with the polling place and the county pays 90%.
 - c. If there is no city, no ISD and no CTGCD election, the county pays 100% of the costs.
- III. It is acknowledged that cost sharing expenses will fluctuate depending upon the number of required polling locations and poll workers required as General Elections, held on even-numbered years, typically require more resources than Constitutional Amendment elections, held on odd-numbered years.

COST SHARING – MAY UNIFORM ELECTION DATE

- I. The following expenses will be shared equally by all LPSs holding an election including Burnet County: the newspaper notice for the Logic and Accuracy Test of the ballots, consumable election supplies, and ballot programming.
- II. The user fees for the voting equipment, election worker payroll, and mileage payments to poll workers will follow these cost sharing arrangements:
 - a. For polling locations conducting elections of the county: the county will bear 50% of the election costs at each voting location. The remaining 50% will be shared so that 40% is paid by the Independent School District (ISD) associated with the polling place and the remaining 10% is paid by any/all cities equally sharing the costs.
 - b. If there is no city election, the ISD associated with the polling place pays 50%. Subsequently, if there is no ISD election, any/all cities pay 50% of the costs equally.
 - c. If there is no city or ISD election the county pays 100%.
 - d. For polling locations NOT conducting elections of the county: the ISD pays 80% and any/all cities pay 20% equally.
 - e. If there is no city election, the ISD pays 100%.
 - f. If there is no ISD election, any/all cities pay 100% equally.

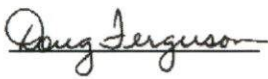
A cost estimate for the LPS election will be submitted upon request.

APPROVED BY THE GOVERNING BODY OF Horseshoe Bay in its meeting held the 18th day of July, 2023, and executed by its authorized representative.

By: 
Cynthia Clinesmith
Mayor

Date: July 18, 2023

ACKNOWLEDGED BY:


Doug Ferguson
Elections Administrator, Burnet County, Texas

May 24, 2023

Date

Estimated Election Expenses
City of Horseshoe Bay, Texas
November 7, 2023 General & Special Election *

Payroll:

Early Voting Workers	\$ 441.00
Election Day Judges and Clerks (includes mileage)	\$ 123.00
Early Voting Ballot Board	\$ 100.00
Testing Board Members (other than the Elections Administrator and assistants)	\$ 50.00
Central Counting Station judges and clerks	\$ 50.00
<u>User Fee for DRE equipment **</u> Election Day only; no charge for Early Voting	\$ 90.00
<u>Newspaper notice for L & A Testing</u>	\$ 117.00
<u>Consumable Supplies</u>	\$ 100.00
<u>Ballot Programming</u>	\$ 200.00
Subtotal	\$ 1,271.00

10% Administrative Fee Payable to Burnet County Elections Administrator: \$ 127.10

Grand Total Estimated Election Expenses: \$ 1,398.10

*Assumes cost sharing with Burnet County and perhaps other local political subdivisions.

** User fee as established by commissioners court is \$150.00/unit.

Exhibit C

