

NOTICE OF GENERAL ELECTION

To the Registered Voters of the County of Duval, Texas:

Notice is hereby given that the polling places listed below will be open from **7:00 a.m. to 7:00 p.m. MAY 3, 2025**, for voting in a Uniform election for the The Benavides ISD Regarding a Bond Election For the Benavides ISD

On Election Day, voters must vote in their precinct where registered to vote.

Location of Election Day Polling Places Include Name of Building and Address	Precinct Numbers
Benavides Civic Center, 131 W Main St, Benavides, TX 78341	3,4,6

For Early Voting, a voter may vote at the location listed below:

Location for Early Voting Polling Places Include Name of Building and Address	Day and Hours of Operation
Duval County Courthouse, 400 E. Gravis (BASEMENT FLOOR), San Diego, Texas	(1,9) April 22, 2025 – April 29, 2025 (8:00 a.m.-5:00 p.m.)
Freer Civic Center, 608 Carolyn St, Freer, TX 78357	(7,8) April 22, 2025 – April 29, 2025 (8:00 a.m.-5:00 p.m.)
Benavides Civic Center, 131 W Main St, Benavides, TX 78341	(3,4,6) April 22, 2025 – April 29, 2025 (8:00 a.m.-5:00 p.m.)

Applications for ballot by mail shall be mailed to:

Bobby J. Gonzalez
P.O. Box 308
San Diego, TX 78384

Applications for ballots by mail must be received no later than close of business: April 22, 2025

**FILED FOR RECORD
AT 11 O'CLOCK 11 M**

MAR 12 2025

**ARASELI B. LICHTENBERGER
CLERK COUNTY COURT, DUVAL COUNTY, TEXAS
BY [Signature] DEPUTY**

00010E

FILED FOR RECORD
AT 10 O'CLOCK 11 M

MAR 12 2025

APASELI B. LICHTENBERGER
CLERK COUNTY COURT, DUVAL COUNTY, TEXAS
BY [Signature] DEPUTY

Election Cost Invoice

Supply Costs:

Early Voting Kits Hart Intercivic plus

Shipping

Extra Early Voting Combination Forms Hart

Intercivic plus shipping

Election Day Kits Hart Intercivic

plus shipping

Early Voting Mail Kits Hart Intercivic

Plus shipping

Early Voting By Mail Applications

Misc. office supplies (paper for mail ballots, letter envelopes for MBBs, manila envelopes for reconciliation logs, yellow paper for sample ballots, blue paper for voter instructions, printer cartridge, US postage stamps, county clerk mailing envelopes to send notices to election workers, pens, pencils, nametags, seals, labels for MBBs, file folders, etc.)

Total Estimated Supply Costs:

\$ 1500.00

Newspaper Notice Publication Expense:

\$ 360.00

000107

(Includes notice of election and notice of L&A

testing)

Early Voting Payroll Expense: \$ 5832.00

3 workers x 9 hrs x \$12.00/hr x 6 days x 3 locations

Election Day Payroll Expense: \$ 504.00

3 workers x 14 hrs. x \$12.00/hr x 1 locations

Ballot Production by Hart Intercivic: \$ 5,500.00

Duval County User Fee for DRE Voting Equipment: \$ 1,250.00

Payroll for Early Voting Ballot Board: \$ 648.00

3 workers x 9 hrs. x \$12.00/hr x 2 days

Transportation of Voting Equipment to/from Polling Locations: \$ 54.80

50.4 miles X 4(Early Voting and Election Day delivery & pickup)

x .50=\$100.80

1 workers x 6 hrs. x \$12.00 = \$72.00

10% Administrative Fee Payable to Duval

County - Elections Administrator: \$ 1 622.00

Grand Total Estimated Election Expenses: \$ 17,342.80

000108

**UNIFORM ELECTION SERVICES CONTRACT
WITH THE COUNTY ELECTIONS OFFICER STATE OF TEXAS,
COUNTY OF Duval**

THIS CONTRACT is made and entered into this 19 day of FEBRUARY, 2024 by and between the BENAVIDES I.S.D, acting by and through the Chair of its Executive Committee, (name), hereinafter referred to as "Party," and Bobby J. Gonzalez (name), County Election Officer of Duval County, Texas, hereinafter referred to as the "Contracting Officer," under the authority of Section 31.092(b), Texas Election Code and relating to the conduct and supervision of Uniform Election on May 3rd, 2024 (hereinafter referred to as the "election"), and the Uniform Election, if necessary, on May 3rd 2024 (hereinafter referred to as the "runoff election"), such Runoff Election having been approved in accordance with Section 172.126(a), Texas Election Code, by Duval County Commissioners
Court on , 2025.

THIS CONTRACT is entered into for and in consideration of the mutual covenants and promises hereinafter set out, and for the purpose of ensuring that the Contracting Officer and the Party understand the tasks each is to perform in connection with the election and the runoff election:

1. ***Duties and Services of the Contracting Officer.*** The Contracting Officer shall be responsible for performing the following duties and furnishing the following services and equipment (~~strike out any not being performed by the C.O., except those required by Section 172.126, Texas Election Code~~) in connection with the election and the runoff election. Pursuant to Chapter 173 of the Texas Election Code, election services, equipment, and materials ordered from a Texas-certified voting system vendor shall be reported to the Office of the Secretary of State ("SOS") by the vendor and the SOS shall pay the vendor directly. Election services, equipment, and materials described in this contract provided by the contracting officer shall be reported to the SOS via the SOS-prescribed primary finance system by the contracting officer and the SOS shall pay the contracting officer directly. Any statutory duties required of the contracting officer shall be a cost borne by the county. Costs not payable with state-appropriated primary funds, including candidate filing fees, shall be paid from non-state funded sources.

- 1.1 In accordance with Section 172.126(b), Texas Election Code, determine whether to consolidate election precincts under Section 42.009, Texas Election Code, and designate the location of the polling place in a consolidated precinct. In the event that the county is approved to use countywide polling places in accordance with Section 43.007(a)(4), Texas Election Code, and if the county chairs of both political parties agree in writing to the use of such countywide polling places, the Contracting Officer shall use the county methodology described in Section 43.007(f), Texas Election Code, to determine the countywide polling places for the election and runoff election.

- 1.2 In accordance with Section 172.126(c), Texas Election Code, and rules prescribed by the Texas Secretary of State, appoint one set of election judges and election clerks (not to exceed the maximum number set by the SOS) for each voting precinct from the names submitted by the parties. The presiding judge of each party for each election day precinct shall serve as a co-judge. There will be one early voting ballot board and one set of central counting station judges and clerks, the members of whom will be chosen from the names submitted by the parties. The Contracting Officer must ensure party balance among the polling place election workers, early voting ballot board members, and central counting station judges and clerks.
- 1.3 Notify the election judges of the election and the runoff election in accordance with Section 4.007, Texas Election Code.
- 1.4 Contact the owners or custodians of the designated polling places and arrange for their use in the election and runoff election.
- 1.5 Conduct one or more election schools, and notify the election judges of the date(s), time(s), and place(s) of such schools. (This does not imply that election judges or clerks will be paid for attending such schools. See 1 T.A.C. §§ 81.120(a) & 81.121(c).)
- 1.6 In accordance with Section 172.1112, Texas Election Code, post a notice of the election (and of any runoff election) and a notice of any consolidated precincts, if applicable, on the county's Internet websites. If a county does not maintain a website, the notice must be posted on the bulletin board used for posting notices of meetings of commissioners court. The notice must contain the information set forth in Section 4.004, Texas Election Code and be posted within the time frame set forth in Section 4.003(b), Texas Election Code.
- 1.7 In accordance with Section 172.126(f), Texas Election Code, determine the ballot format and voting system for each election precinct.
- 1.8 Program, or arrange to have programmed, the ballot.
- 1.9 Post on the county's internet website and Arrange to have published the legal notice of the first test of the electronic tabulating equipment as provided in Section 127.096, Texas Election Code, and/or the legal notice of the logic and accuracy test of the direct recording electronic ("DRE") voting machines as provided in Section 129.023(b), Texas Election Code, as applicable, and conduct all required tests of the electronic tabulating equipment under Sections 127.096-127.098, Texas Election Code, the voting system that uses DRE voting machines under 129.021-129.023, Texas Election Code, or the voting system that uses other electronic voting systems in accordance with advisories issued by the SOS, respectively.
- 1.10 Procure and distribute all necessary election supplies, including without limitation, ballots, election kits, office supplies such as paperclips, pens, etc., ballot boxes, and voting booths.
- 1.11 Procure all necessary voting machines and equipment, prepare them for use at the early voting and election day polling places, and transport them (or

arrange to have them transported) to and from the early voting and election day polling places.

- 1.12 Arrange for the use of a central counting/central accumulation station and for the central counting station manager and tabulating personnel and equipment needed at the counting/accumulation station and assist in the preparation of programs and the test materials for the tabulation of ballots to be used with electronic voting equipment.
- 1.13 Obtain voter registration lists from the voter registrar to be used during early voting and on election day.
- 1.14 In accordance with Section 172.126(a), Texas Election Code, supervise the overall conduct of the joint primary election.
- 1.15 Prepare the unofficial tabulation of precinct results on election night in accordance with Section 172.113, Texas Election Code. Separate election returns must be prepared for each party's primary election.
- 1.16 Submit Election Night Returns ("ENR") electronically to the SOS in the form requested by the SOS in accordance with Chapter 68, Texas Election Code.
- 1.17 Prepare and submit to the SOS an electronic report of the number of votes, including early voting votes, received in each county election precinct by each candidate for the offices of President and Vice-President of the United States (if applicable), statewide offices, the offices of U.S. Representative, state senator, or state representative, district offices, county or precinct offices in accordance with Sections 67.017 and 172.124, Texas Election Code.

2. Duties and Services of the Party. The Party shall be responsible for performing the following duties in connection with the election and the runoff election:

- 2.1 In accordance with Section 172.126(c), Texas Election Code, not later than the second Monday in December preceding the election, deliver to the Contracting Officer a list of the election judges and clerks for the Party, including judges and clerks for the early voting ballot board and the central counting station.
- 2.2 Appoint in accordance with Sections 127.002, 127.003, and 127.004, Texas Election Code, the counting station manager, tabulation supervisor, and assistants to the tabulation supervisor that usually perform these functions in the county for elections ordered by the governor, the county judge or commissioners court.
- 2.3 As soon as possible after the final candidate filing deadline (or in the case of a runoff election, after the canvass of the election), certify in writing to the Contracting Officer (i) the candidates' names (as they are to appear on the ballot) and offices, and (ii) any referenda under Section 172.087, Texas Election Code (in English, Spanish, and any other required languages) that are to appear on the ballot, to allow sufficient time to prepare the ballot and to conduct any necessary logic and accuracy testing.

3. Compensation, Billing, and Payment.

000111

- 3.1 For the performance of duties and services and the providing of equipment and supplies under Paragraph 1 above, the Contracting Officer shall report to the SOS via the SOS-prescribed primary finance system the actual expenses he/she incurs in accordance with Section 31.100, Texas Election Code and the leasing fees allowed under Section 123.033 (e) and (f), Texas Election Code, including without limitation, the costs and expenses of election supplies; newspaper publication of the testing notice only; use of voting machines and equipment; wages and salaries of the precinct election judges, alternate judges, and election clerks, members of the early voting ballot board, and central counting station personnel; programming the ballot; logic and accuracy testing, and voting machines and equipment transportation. Provided, that nothing herein shall be construed as permitting the Contracting Officer to be paid for costs or expenses for which reimbursement is not allowed under Section 31.100 or other sections of the Texas Election Code or under the SOS administrative rules or advisories relating to primary funds.
- 3.2 For the performance of duties and services and the providing of equipment and supplies under Paragraph 1 above, SOS shall pay the Contracting Office a fee of 10% of the total amount of the contract (but not less than \$75) in accordance with Section 31.100(d), Texas Election Code.
- 3.3 Notwithstanding anything to the contrary in this Contract, the Contracting Officer may require that money be paid in advance to conduct the election and the runoff election from SOS, which must be paid into a separate county fund in accordance with Section 31.100(a), Texas Election Code, from which the Contracting Officer may make expenditures for the election and runoff election.
- 3.4 Notwithstanding anything to the contrary in this Contract, the Contracting Officer will receive direct payment of actual expenses incurred by the Contracting Officer in connection with the election or runoff election and in accordance with this Contract from the SOS in accordance with rules and procedures established by the SOS and Section 173.0832, Texas Election Code.
- 3.5 Notwithstanding anything to the contrary in this Contract, the Contracting Officer may request the Party to pay directly to the precinct election and alternate judges and election clerks, members of the early voting ballot board, and the presiding and alternate judges and clerks of the central counting station the wages and salaries earned by them in connection with the election and runoff election. In this instance, the costs will not be considered election services contracted with the Contracting Authority for purposes of calculating the 10% fee described in Paragraph 3.2 above.
- 3.6 A cost estimate for the services, equipment, and supplies provided by the Contracting Officer for the election and the runoff election is attached to and made a part of this Contract as Exhibit A. The cost estimate should express costs in the categories set forth in the Party's Primary Cost Estimate and the Party's Primary Runoff Cost Estimate and shall be reported to the SOS via the SOS-prescribed primary finance system. The Party and the Contracting Officer acknowledge that the cost of the election and the runoff election is paid for from the state-appropriated primary funds, including candidate filing fees, with

the county paying for the cost of early voting in accordance with Section 173.003, Texas Election Code. The Contracting Officer and the Party also acknowledge their responsibility to comply with the administrative rules issued by the SOS relative to primary financing, 1 T.A.C. §§ 81.101-81.157.

- 3.7 As soon as reasonably possible after the election or the runoff election, the Contracting Officer will submit an itemized invoice to the Party (i) for the actual expenses he/she incurred as described in Paragraph 3.1 above and (ii) for the Contracting Officer's fee as described in Paragraph 3.2 above and shall be reported to the SOS via the SOS-prescribed primary finance system. The invoice shall reflect any advance monies paid under Paragraphs 3.3 and 3.4.

4. **Early Voting.** In accordance with Section 83.002(2), Texas Election Code, the Contracting Officer is the early voting clerk for the election and the runoff election, both with respect to early voting in person and voting by mail. The county shall not be entitled to reimbursement from the Party for the cost of early voting, except for the cost of the ballots and the ballot programming for use of the voting system, as set forth in the administrative rules promulgated by the SOS.

5. **Voting System.** The voting system to be used in the election and runoff election is Veirty 2.5 system by Hart Intercivic

6. **Acknowledgement of Shared Election.** The Party acknowledges that the election is a Joint Primary under Section 172.126, Texas Election Code and that the Contracting Officer, in accordance with Section 31.092(e), Texas Election Code, may enter into a similar Joint Primary Election Services Contract with any other political party in the same county that nominates its candidates for office by primary election. In such event, the Party agrees to share common polling places, the cost of ballot programming, voting equipment, and the common set of election workers with the other political party.

7. General Provisions.

- 7.1 Nothing contained in this Contract shall authorize or permit a change in the officer with whom or the place at which any document or record relating to the election or to the runoff election is to be filed, the place at which any function is to be carried out, the officers who conduct the official canvass of the election returns, the officer to serve as custodian of the voted ballots or other election records, or any other nontransferable functions specified by Section 31.096, Texas Election Code or other provisions of Texas law.

- 7.2 The Contracting Officer is the agent of the Party for purposes of contracting with third parties with respect to the election expenses within the scope of the Contracting Officer's duties, and the Contracting Officer is not liable for the Party's failure to pay a claim.

- 7.3 The Contracting Officer shall file copies of this Contract with the County Treasurer (County Judge, if there is not a County Treasurer) and the County Auditor.

- 7.4 Only the actual expenses directly attributable to the Contract may be charged to the Party by the Contracting Officer, including administrative fees, Section 31.100, Texas Election Code.

7.5 Except for statutory duties required of the Contracting Officer, such as those described in Paragraph 4 above, both parties acknowledge that the Party should not request the Contracting Officer to incur expenses in connection with the election and runoff election that are not reimbursable with primary funds under the SOS administrative rules or Texas Statutes and that the Contracting Officer should not incur expenses in connection with the election and runoff election that are not reimbursable with primary funds under the SOS administrative rules or Texas Statutes.

7.6 For purposes of implementing this Contract, the Contracting Officer and the Party designate the following individuals, and whenever the Contract requires submission of information or notice to the Contracting Officer or the Party, submission or notice shall be made to these individuals:

For the Contracting Officer:

Name:	Duval County Election Administrator
Mailing Address:	PO BOX 308 San Diego, Texas 78384
Phone #:	361-279-6278
Fax:	361-279-6297
Email:	Bobby.gonzalez@co.duval.tx.us

Name:	
Mailing Address:	
Phone#:	
Email:	

7.7 By their signatures below, the Contracting Officer and the Chair of the Party's County Executive Committee warrant and represent that they are authorized to enter into this Contract.

The Contracting Officer

By:	
Title:	Duval County Election Administrator
Date:	

By:	
Title:	
Date:	

Election Cost Invoice

Supply Costs:

Early Voting Kits Hart Intercivic plus Shipping
Extra Early Voting Combination Forms Hart Intercivic plus shipping
Election Day Kits Hart Intercivic plus shipping
Early Voting Mail Kits Hart Intercivic Plus shipping
Early Voting By Mail Applications
Misc. office supplies (paper for mail ballots, letter envelopes for MBBs, manila envelopes for reconciliation logs, yellow paper for sample ballots, blue paper for voter instructions, printer cartridge, US postage stamps, county clerk mailing envelopes to send notices to election workers, pens, pencils, nametags, seals, labels for MBBs, file folders, etc.)

Total Estimated Supply Costs: \$ 1500.00

Newspaper Notice Publication Expense:
(Includes notice of election and notice of L&A testing)

\$ 360.00

Early Voting Payroll Expense:
3 workers x 9 hrs x \$12.00/hr x 6 days x 3 locations
Election Day Payroll Expense:
3 workers x 14 hrs. x \$12.00/hr x 2 locations

\$ 5832.00

\$ 1008.00

Ballot Production by Hart Intercivic:

\$ 5,500.00

Duval County User Fee for DRE Voting Equipment:

\$ 1,250.00

Payroll for Early Voting Ballot Board:
3 workers x 9 hrs. x \$12.00/hr x 2 days \$ 648.00

Transportation of Voting Equipment to/from Polling Locations: \$ 54.80
50.4 miles X 4(Early Voting and Election Day delivery & pickup)
x .50=\$100.80
1 workers x 6 hrs. x \$12.00 = \$72.00

10% Administrative Fee Payable to Duval
County - Elections Administrator: \$ 1 622.00

Grand Total Estimated Election Expenses: \$ 17,846.80

Total cost split by two entities in a joint cost your grand total is \$ 8,923.40

FILED FOR RECORD
AT O'CLOCK M

MAR 12 2025

ARASELI B. LICHTENBERGER
CLERK COUNTY COURT, DUVAL COUNTY, TEXAS
BY  DEPUTY

000116