

ORDINANCE NO. 399

AN ORDINANCE OF THE CITY OF SUNRISE BEACH VILLAGE, TEXAS CALLING FOR A SPECIAL ELECTION TO BE HELD ON 5th DAY OF NOVEMBER, 2024 ON A PROPOSITION TO INCREASE THE CITY'S GENERAL PURPOSE SALES AND USE TAX RATE PURSUANT TO CHAPTER 321 OF THE TEXAS TAX CODE; PROVIDING FOR EARLY VOTING AND FOR NOTICE OF THE SPECIAL ELECTION; MAKING PROVISIONS FOR THE CONDUCT OF THE SPECIAL ELECTION; AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING (MOU) TO SERVE AS A PLANNING DOCUMENT FOR THE PREPARATION AND IMPLEMENTATION OF A JOINT AGREEMENT FOR ELECTION SERVICES WITH LLANO COUNTY, TEXAS; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO SUCH SPECIAL ELECTION.

WHEREAS the current sales and use tax rate within the City of Sunrise Beach Village (the "City") is 1.00% and comprised of the following: the State of Texas sales and use tax (1.00%), the City's general-purpose sales and use tax (1.00%); and

WHEREAS the combined rate of all sales and use taxes levied by the City currently equals one percent (1.00%), which allows the City to increase its general-purpose sales and use tax rate by one percent (1.00%) before reaching the maximum amount of two percent (2.00%) for local taxing entities; and

WHEREAS, Chapter 321 of the Texas Tax Code provides that a municipality may call an election on the question of increasing the sales and use tax rate to a total maximum tax rate of two percent (2.00%) in any given location; and

WHEREAS, the City Council has determined that an election should be held on a proposed increase of one percent (1.00%) on the City's general-purpose sales and use tax rate for the betterment of the City by funding such projects like infrastructure improvements, public safety initiatives, and beautification of public facilities; and

WHEREAS, upon approval of the increase in the City's general-purpose sales and use tax rate, the total combined rate of all taxes levied by the City shall equal two percent (2.00%).

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SUNRISE BEACH VILLAGE, TEXAS, THAT:

SECTION ONE. ORDER OF ELECTION. An election is hereby ordered to be held on Tuesday, November 5, 2024, from 7:00 a.m. to 7:00 p.m. in the City of Sunrise Beach Village to submit to the qualified voters of the City a proposition allowing such voters to vote for or against an increase in the general purpose sales and use tax rate, pursuant to Chapter 321 of the Texas Tax Code, by one percent (1.00%), and upon approval of the increase, the City's general purpose sales and use tax rate shall equal two percent (2.00%),

SECTION TWO. BALLOT. For the Special Election, the ballot shall be printed to provide voting for or against the said proposition, which shall appear on the ballot substantially as follows:

City of Sunrise Beach Village, Texas Special Election
Ciudad de Sunrise Beach Village, Tejas Eleccion Especial
November 5, 2024 (5 de noviembre de 2024)

INSTRUCTION NOTE: Vote for the statement of your choice in each race by darkening in the oval provided to the left of the statement.

(NOTA DE INSTRUCCION: Vota por la declaracion de su preferencia en cada carrera llenando completamente el espacio ovalado al la izquierda de declaraci6n.)

PROPOSITION A

The adoption of an additional General-Purpose sales and use tax in the rate of one percent (1.00%) in the City of Sunrise Beach Village which will result in a total rate of two percent (2.00%) which does not exceed the maximum authorized rate.

(PROPUESTA A)

(La adopci6n de un impuesto local adicional sobre las ventas y el uso a una tasa del uno por ciento (1.00%) en la ciudad de Sunrise Beach Village, lo que resultara en una tasa total del dos por ciento (2.00%) que no excede la tasa m6xima autorizada.)

For (*A Favor*)

Against (*En Contra*)

SECTION THREE. ADMINISTRATION OF ELECTION. The City of Sunrise Beach Village shall enter into an Elections Contract with Llano County Elections Office. The Contract is for the Llano County Clerk, as the County's Election Office, to conduct the City's elections, including for the City's use of the County's current or future acquired election equipment for any voting system that the County adopts, as authorized under Title 8 of the Election Code, for all City elections. The Elections Administrator of Llano County, Texas, shall act as the Contracting Officer and shall appoint election judges, alternate judges, and clerks. The mayor is authorized to negotiate and execute said Agreement, once received by the city.

SECTION FOUR. APPLICATIONS FOR BALLOT. The Contracting Officer shall receive ALL applications for a ballot to be voted by mail until the close of business on Friday, October 25, 2024, no matter if delivered in person or if delivered by mail. Requests for applications should be mailed to:

Andrea Wilson,
Elections Administrator

Mailing Address:

P.O. Box 787
Llano, Texas 78643

Physical Address:

1447 E. St. Hwy 71, Ste A
Llano, Texas 78643

SECTION FIVE. EARLY VOTING. The main early voting location shall be the Llano County Library located at 102 E. Haynie St. Llano, TX 78643. The main early voting location and other early voting locations for the election will be established by the Llano County Elections Administrator.

The dates and times for early voting by personal appearance shall be as follows:

Monday, October 21 thru Friday, November 1, 2024, with times TBD by Llano County Elections Administrator. *(Subject to change.)*

SECTION SIX. POLLING PLACE. The polling place for the voting precincts in the City of Sunrise Beach Village for this election shall be established by the Llano County Elections Administrator. Polling places will be publicly posted on the Llano County Elections Department and City of Sunrise Beach Village municipal internet sites.

SECTION SEVEN. VOTING SYSTEM. Voting at the election, including early voting, shall be by a method to be determined by the Llano County Elections Office at the foregoing election polling places and for counting the ballots at said election. The voting system provided will be set forth in the Joint Agreement with Llano County Elections Administrator Andrea Wilson and having been duly approved by the State of Texas Secretary of State.

SECTION EIGHT. CUSTODIAN. The Council appoints the City Secretary as the Custodian of Records ("Custodian") and agent to the Council to perform the duties related to the conduct and maintenance of records of the Election, as required under the Texas Election Code during the period ending not earlier than the sixtieth (60th) day after the Election.

SECTION NINE. NOTICE. Notice of the Special Election, attached hereto as Exhibit "B," stating in substance the contents of this Order, shall be published one time in the English and Spanish languages, in a newspaper published within the City's territory at least 10 days and no more than 30 days before the Election and as otherwise may be required by the Texas Election Code. Notice of the Election shall also be posted on the bulletin board located at Sunrise Beach Village City Hall and the City of Sunrise Beach Village municipal internet site used by the City to post notices of the City's meetings no later than the 21st day before the Election, or if the 21st day before the Election falls on a weekend or holiday, on the first business day thereafter. The Mayor shall issue all necessary orders and writs for the election.

SECTION TEN. VOTERS. All resident, qualified voters of the City of Sunrise Beach Village shall be permitted to vote in said Special Election. In addition, the election materials, as outlined in Section 272.005, Texas Election Code, shall be printed in both English and Spanish for use at the polling places and for early voting for said election.

SECTION ELEVEN. CANVASS. The returns of said election shall be made in accordance with the State Election Code and shall be canvassed by the City Council at a regular or special City Council Meeting to be held between November 8th and 16th, 2024.

SECTION TWELVE. AUTHORIZATION. The Mayor is authorized to sign an Order of Election and a Notice of Special Municipal Election, as prescribed by the State of Texas, and on behalf of the City Council. The Notice of Special Municipal Election shall be published in accordance with the provisions of the Texas Election Code. Additionally, the Mayor is authorized to sign the Contract for Election attached hereto as Exhibit "C".

SECTION THIRTEEN. SEVERABILITY. Should any part, section, subsection, paragraph, sentence, clause, or phrase contained in this Ordinance be held to be unconstitutional or of no force and effect, such holding shall not affect the validity of the remaining portion of this Ordinance, but in all respects said remaining portion shall be and remain in full force and effect.

SECTION FOURTEEN. EFFECTIVE DATE. This Ordinance shall be effective immediately upon adoption.

PASSED AND APPROVED this 18th day of July 2024.

Attest:

CITY OF SUNRISE BEACH VILLAGE, TEXAS


Janie Crumpler, City Secretary

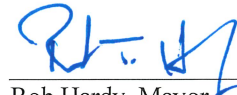

Rob Hardy, Mayor

Exhibit A

ORDER OF SPECIAL ELECTION FOR MUNICIPALITIES

ORDER OF SPECIAL ELECTION FOR MUNICIPALITIES

(ORDEN DE ELECCIÓN ESPECIAL PARA MUNICIPIOS)

An election is hereby ordered to be held on November 5th, 2024 for the purpose of voting on:

(Por la presente se ordena celebrar una elección el November 5th, 2024 con el propósito de votar sobre.)

Applications for a place on the ballot shall be filed by: **August 19, 2024 at 5:00 pm**

A deadline is required to be stated for a special election.

Las solicitudes para un lugar en la boleta se presentaran antes del: 19/08/2024 a las 17:00 horas.

Se require que se indique una fecha limite en la orden para una eleccion especial.

List Offices/Propositions/Measures on the ballot

(Enúmere los puestos/proposiciones/medidas oficiales en la boleta)

PROPOSITION A

The adoption of an additional general-purpose sales and use tax in the rate of one percent (1.00%) in the City of Sunrise Beach Village which will result in a total rate of two percent (2.00%) which does not exceed the maximum authorized rate.

Early voting by personal appearance will be conducted each WEEKDAY at:

(La votación adelantada en persona se llevará a cabo de lunes a viernes en:)

The Main Early Voting Location *(sitio principal de votación adelantada)*

Location <i>(sitio)</i>	Hours <i>(horas)</i>
Llano County Library (102 E. Haynie, Llano, TX)	TBD by Elections Administrator

Branch Early Voting Locations *(sucursal sitios de votación adelantada)*

Location <i>(sitio)</i>	Hours <i>(horas)</i>
Kingsland Public Library (125 W. Polk, Kingsland, TX)	TBD by Elections Administrator
City of Horseshoe Bay Chamber Room (1 Community Drive HSB)	TBD by Elections Administrator

Early voting by personal appearance will be conducted each WEEKEND at:

(La votación adelantada en persona se llevará a cabo en el fin de semana en:)

The Main Early Voting Location *(sitio principal de votación adelantada)*

Location <i>(sitio)</i>	Hours <i>(horas)</i>
Llano County Library	TBD by Elections Administrator

Branch Early Voting Locations *(sucursal sitios de votación adelantada)*

Location <i>(sitio)</i>	Hours <i>(horas)</i>
Kingsland Public Library (125 W. Polk, Kingsland, TX)	TBD by Election Administrator
City of Horseshoe Bay Chamber Room (1 Community Drive HSB)	TBD by Election Administrator

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

(El Día de Elección, los votantes deberán votar en el precinto donde están inscritos para votar, a menos que el programa de sitios de votación del condado se está utilizando en la elección.)

Precinct	Address
101	Llano County Ag & Health Bldg. 1447 E. State Hwy 71 Ste B Llano, TX 78643

204	Bluffton Lakeshore Branch Library 7346 RR 261 Buchanan Dam, TX 78609
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102	Blue Lake Community Center 214 W. Bluebonnet Rd Horseshoe Bay, Texas 78657
108	Sunrise Beach City Hall Civic Center Complex 124 Sunrise Beach Sunrise Beach, TX 78643
109	CHANGED- Horseshoe Bay City of Horseshoe Bay Council Chambers 1 Community Dr. Horseshoe Bay, TX 78657
203	East Llano Llano County East Annex Bldg 8347 Rural Route 1431 West Buchanan Dam, TX 78609

205	Tow Tow Community Building 135 CR 221 Tow, TX 78643
307	Kingsland Kingsland Public Library 125 W. Polk Kingsland, TX 78639
410	West Llano Llano County Library 102 E. Haynie Llano, TX 78643

Applications for ballot by mail shall be mailed to:

Andrea Wilson, Early Voting Clerk (*Nombre del Secretario/a de la Votación Adelantada*),
PO Box 787, Llano, Texas 78643 (*Dirección*)
325-247-5425 (*Número de teléfono*),
elections@co.llano.tx.us (*Dirección de Correo Electrónico*)

Applications for Ballots by Mail (ABBMs) must be received no later than the close of business on: October 25, 2024.
(*Las solicitudes para boletas que se votarán adelantada por correo deberán recibirse no más tardar de las horas de negocio el:*)

Federal Post Card Applications (FPCAs) must be received no later than the close of business on: October 25, 2024
(*La Tarjeta Federal Postal de Solicitud deberán recibirse no más tardar de las horas de negocio el:*)

Issued this 18th day of July, 20 24.
(*Emitida este día*) (month) (*mes*) (year) (*año*)

Signature of Mayor (*Firma del Alcalde*)

Signature of Mayor Pro Tem (*Firma del Concejal*)

Signature of Councilperson (*Firma del Concejal*)

Signature of Councilperson (*Firma del Concejal*)

Signature of Councilperson (*Firma del Concejal*)

Signature of Councilperson (*Firma del Concejal*)

**NOTICE OF SPECIAL ELECTION FOR OTHER POLITICAL SUBDIVISIONS
 (AVISO DE ELECCIÓN ESPECIAL PARA OTRAS SUBDIVISIONES POLÍTICAS)**

An election is hereby ordered to be held on November 5th, 2024 for the purpose of voting on:
(Por la presente se ordena celebrar una elección el November 5th, 2024 con el propósito de votar sobre.)

Applications for a place on the ballot shall be filed by: **August 19, 2024 at 5:00 pm**
 A deadline is required to be stated for a special election.
 Las solicitudes para un lugar en la boleta se presentaran antes del: 19/08/2024 a las 17:00 horas.
 Se require que se indique una fecha limite en la orden para una eleccion especial.

List Offices/Propositions/Measures on the ballot
(Enúmere los puestos/proposiciones/medidas oficiales en la boleta)

PROPOSITION A
The adoption of an additional general-purpose sales and use tax in the rate of one percent (1.00%) in the City of Sunrise Beach Village which will result in a total rate of two percent (2.00%) which does not exceed the maximum authorized rate.

Early voting by personal appearance will be conducted each WEEKDAY at:
La votación adelantada en persona se llevará a cabo de lunes a viernes en:

The Main Early Voting Location *(sitio principal de votación adelantada)*

Location <i>(sitio)</i>	Hours <i>(horas)</i>
Llano County Library (102 E. Haynie, Llano, TX)	TBD by Elections Administrator

Branch Early Voting Locations *(sucursal sitios de votación adelantada)*

Location <i>(sitio)</i>	Hours <i>(horas)</i>
Kingsland Public Library (125 W. Polk, Kingsland, TX)	TBD by Elections Administrator
City of Horseshoe Bay Chamber Room (1 Community Drive HSB)	TBD by Elections Administrator

Early voting by personal appearance will be conducted each WEEKEND at:
(La votación adelantada en persona se llevará a cabo en el fin de semana en:

The Main Early Voting Location *(sitio principal de votación adelantada)*

Location <i>(sitio)</i>	Hours <i>(horas)</i>
Llano County Library	TBD by Elections Administrator

Branch Early Voting Locations *(sucursal sitios de votación adelantada)*

Location <i>(sitio)</i>	Hours <i>(horas)</i>
Kingsland Public Library (125 W. Polk, Kingsland, TX)	TBD by Election Administrator
City of Horseshoe Bay Chamber Room (1 Community Drive HSB)	TBD by Election Administrator

On Election Day, voters must vote in the precinct where registered to vote.
(El Día de Elección, los votantes deberán votar en el precinto donde están inscritos para votar, a menos que el programa de sitios de votación del condado se está utilizando en la elección.)

Precinct	Address
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elections@co.llano.tx.us (*Dirección de Correo Electrónico*)

Applications for Ballots by Mail (ABBMs) must be received no later than the close of business on: October 25, 2024.
(*Las solicitudes para boletas que se votarán adelantada por correo deberán recibirse no más tardar de las horas de negocio el:*)

Federal Post Card Applications (FPCAs) must be received no later than the close of business on: October 25, 2024.
(*La Tarjeta Federal Postal de Solicitud deberán recibirse no más tardar de las horas de negocio el:*)

Issued this 31 day of July, 2024.
(*Emitida este día*) (month) (*mes*) (year) (*año*)

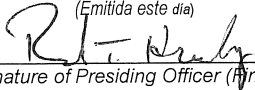

Signature of Presiding Officer (*Firma del Dirigente que Preside*)

Exhibit C
CONTRACT FOR ELECTION

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 7:00 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 will be 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. 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 Sunrise Beach
124 Sunrise Dr.
Sunrise Beach Village, TX 78643
P- 325-388-6438

* * *

WITNESS BY MY HAND THIS THE _____ DAY OF _____, 2023.

CONTRACTING OFFICER:

Andrea Wilson, Elections Administrator
Llano County, Texas

WITNESS BY MY HAND THIS THE 31ST DAY OF July, 2024.

THE LOCAL POLITICAL SUBDIVISION:

City of Sunrise Beach

Rob Hardy
Rob Hardy, Mayor

ATTEST: Janie Crumpler
Janie Crumpler, City Secretary

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 2024 to June 2025; 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 2024 to June 2025; 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 to 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 to June 2024.
- III. **Early Voting Polling Locations.** The Early Voting locations for most elections will be at the (subject to change based on availability):
Main Location:
1. Llano Library- 102 E. Haynie, Llano, Texas 78643
Branch Locations:
2. Kingsland Library-125 W. Polk, Kingsland, Texas 78639
3. City of Horseshoe Bay Council Chambers at City Hall- #1 Community Drive, Horseshoe Bay, Texas 78657 or if unavailable Oak Ridge Estates- 404 Lake Point 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 (if applicable), 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 LPS's holding an election: the newspaper notice for the Logic and Accuracy Test of the ballots, consumable election supplies, and 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. Early voting and Election Day estimated Itemized Cost Reports will be submitted to you once we receive your Order of Election.

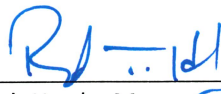
- II. Only political subdivisions holding an election during a given election period and contracting with Llano Election Administration will share in the election costs.
- III. All contracting entities will share in the costs of early voting based on your cost share percentage. Election Day cost sharing 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 Election Administration. 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 will be submitted upon request during the LPS's scheduled election period.

Scheduled Election Period: Joint General and Special Election on November 5, 2024

APPROVED BY THE GOVERNING BODY OF CITY OF SUNRISE BEACH in its meeting held the 18th day of July, 2024, and executed by its authorized representative.

City of Sunrise Beach



Rob Hardy, Mayor

ACKNOWLEDGED on _____, _____, 2024

BY:

Andrea Wilson
Elections Administrator, Llano County, Texas

JOINT RESOLUTION

WHEREAS, the City of Horseshoe Bay, Texas, The City of Sunrise Beach Village, Deerhaven Water District and the County of Llano, Texas, desire to enter into a 2024-2025 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, The City of Sunrise Beach Village, Deerhaven Water District and Llano County, Texas, and Andrea Wilson, Llano County Elections Administrator of Llano County, Texas, for the conduct and supervision of the Joint General and Special Election on November 5, 2024.

PASSED AND APPROVED, THIS _____ DAY OF JULY, 2024.

Ron Cunningham, Llano County Judge

Peter Jones
Commissioner, Precinct 1

Linda Raschke
Commissioner, Precinct 2

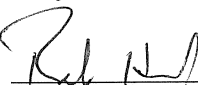
Mike Sandoval
Commissioner, Precinct 3

Jerry Don Moss
Commissioner, Precinct 4

City Of Horseshoe Bay, Tx

City Of Sunrise Beach Village, Tx

Cynthia Clinesmith, Mayor



Rob Hardy, Mayor

Deerhaven Water District

Llano County Elections

Tim Dykes, Board President

Andrea Wilson
Llano County Elections Administrator

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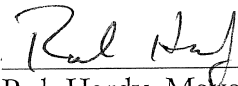
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