

RESOLUTION 2025-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS, CALLING FOR A GENERAL ELECTION TO BE HELD ON MAY 3, 2025 FOR THE ELECTION OF CERTAIN CITY OFFICERS; PROVIDING PROCEDURES AND DEADLINES FOR THE FILING OF CANDIDATE APPLICATIONS TO BE PLACED ON THE BALLOT; FOR THE LOCATION AND TIME FOR EARLY VOTING; AUTHORIZING CONTRACTS WITH THE ELECTION ADMINISTRATOR OF KENDALL COUNTY, TEXAS TO CONDUCT THE ELECTIONS; AUTHORIZING THE ELECTIONS TO BE HELD AS A JOINT ELECTION; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS IN CONNECTION THEREWITH ON BEHALF OF THE CITY OF FAIR OAKS RANCH; AND PROVIDING FOR NOTICE OF SAID ELECTIONS TO THE PUBLIC AS REQUIRED BY LAW

WHEREAS, the laws of the State of Texas provide that on May 3, 2025, there shall be a general election for municipal officers; and

WHEREAS, the City of Fair Oaks Ranch is a Home Rule municipality located in Bexar County, Comal County, and Kendall County, adopted as authorized by Article XI, Section 5, of the Texas Constitution; and

WHEREAS, Section 4.01 of the City's Charter requires the City of Fair Oaks Ranch to conduct an election for city officers annually on an authorized uniform election date; and

WHEREAS, pursuant to Chapter 3 of the Texas Election Code, the City Council of the City of Fair Oaks Ranch, Texas hereby calls for the above general election for municipal officers and hereby sets forth the procedures and requirements for the conduct of said election as prescribed by the Texas Election Code; and

WHEREAS, pursuant to Chapter 271 of the Texas Election Code, the City will contract with the Kendall County Elections Administrator to conduct this election.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS:

SECTION 1. The City of Fair Oaks Ranch hereby orders a Municipal General Election to be held on May 3, 2025, an authorized uniform election date, for the purpose of:

- a. Electing Council Members Place 3, Place 4, and Place 5.
 - i. The Council Members elected to Place 3, 4, and 5 shall serve a term of three years, with their terms terminating in 2028, or when their successors are duly elected;
 - ii. That at said election each of the aforementioned named City Council positions shall be voted upon separately and that the candidate receiving the majority votes for each said City Council position shall be elected to that office;
 - iii. That qualified persons desiring to be candidates in the aforementioned City Council Places shall file applications for candidacy with the City Secretary beginning at 8 AM on the 15th day of January and not later than 5:00 PM on the 14th day of February, 2025.

SECTION 2. All qualified voters of the City of Fair Oaks Ranch shall be entitled to vote in said election.

SECTION 3. Early voting in said elections shall be conducted during the early voting period designated as April 21 through April 29, 2025. The Kendall County Election Administrator is hereby charged with the duty of conducting early voting in said election, as required by law. Applications for ballot by mail shall be mailed to:

Staci L. Decker, REO, Elections Administrator elections@co.kendall.tx.us
Kendall County Elections Office Number: 830-331-8701
221 Fawn Valley Dr., STE 100
Boerne, TX 78006
<https://www.co.kendall.tx.us/page/Elections>

SECTION 4. The main early polling place for the holding of said election shall be at the Kendall County Courthouse Annex, 221 Fawn Valley, Boerne, Texas. Early voting will also be conducted in the Public Safety Training Room of the City of Fair Oaks Ranch Police Department, 7286 Dietz Elkhorn, Fair Oaks Ranch, Texas 78006. The following dates and times apply to both locations; and the entire City of Fair Oaks Ranch, Texas, for the purpose of holding said election shall be and constitute one Municipal election precinct.

Mon. April 21 Holiday
Tues April 22 – Fri. April 25..... 8:00 AM to 6:00 PM
Sat. April 26 10:00 AM to 4:00 PM
Sun. April 27 Closed
Mon. April 28 – Tue. April 29..... 7:00 AM to 7:00 PM

SECTION 5. The polling place on Election Day shall be open from 7:00 AM to 7:00 PM. The election day polling place by personal appearance shall be at the Kendall County Courthouse Annex, 221 Fawn Valley, Boerne, Texas 78006 and the City of Fair Oaks Ranch Police Station, Public Safety Training Room, 7286 Dietz Elkhorn, Fair Oaks Ranch, TX 78015.

SECTION 6. Pursuant to Section 61.012, Texas Election Code, as amended, the City shall provide at least one accessible voting system in each polling place used in the election. Such voting system shall comply with Texas and federal laws establishing the requirement for voting systems that permit voters with physical disabilities to cast a secret ballot. Touch screen machines may be used for early voting and Election Day voting by personal appearance. Certain early voting may be conducted by mail. The Elections Administrator shall also utilize a Central Counting Station (the "**Station**") as provided by Section 127.001, et seq., Texas Election Code, as amended. Kendall County Election Administrator Staci L. Decker, serving as the Elections Official Manager and Presiding Judge of the Stations, will appoint the Election Judges and Station Clerks for each Station location, and will establish a written plan for the orderly operation of the Station locations in accordance with the provisions of the Texas Election Code. The

Elections Administrator will appoint the Tabulation Supervisors which will also serve as the Programmers for the Stations. Lastly, the Elections Administrator will publish notice and conduct testing on the automatic tabulation equipment relating to the Stations and conduct instruction for the officials and clerks for the Stations in accordance with the provisions of the Texas Election Code. Voting by Mail ballot and Provisional Voting shall be done on paper ballot.

- SECTION 7.** The City Secretary shall serve as the election officer of the May 3, 2025, General Election of the City of Fair Oaks Ranch as required and authorized by law.
- SECTION 8.** The City Secretary is hereby authorized and directed to post notice of said election, in both English and Spanish, on a bulletin board used for posting notices of the City Council meetings of the City of Fair Oaks Ranch at 7286 Dietz Elkhorn, City of Fair Oaks Ranch, Texas (the polling places for the holding of said election) not later than the twenty-first (21) day before Election Day. Said notice shall remain posted through the end of Election Day.
- SECTION 9.** The City Secretary is further authorized and directed to cause notice of said election to be published in a newspaper of general circulation in the City of Fair Oaks Ranch at least once, not earlier than the thirtieth (30th) day nor later than the tenth (10th) day before Election Day.
- SECTION 10.** The City Secretary shall send a copy of the notice of said election to the County Clerk and Voter Registrar of Bexar, Comal, and Kendall County no later than the 60th day before Election Day.
- SECTION 11.** The Council authorizes the City Manager to negotiate and enter into one or more joint election agreements with other governmental organizations in accordance with the provisions of the Texas Election Code in such form as shall be approved by the City Manager, or his/her designee, and the City Attorney.
- SECTION 12.** The Council authorizes the City Manager to negotiate and enter into contracts with the Elections Administrator to conduct the elections in accordance with the provisions of the Texas Election Code in such form as shall be approved by the City Manager and the City Attorney.
- SECTION 13.** That the recitals contained in the preamble hereto are hereby found to be true and such recitals are hereby made a part of this resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.
- SECTION 14.** If any provision of this resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this resolution would have been enacted without such invalid provision.

SECTION 15. That it is officially found, determined, and declared that the meeting at which this resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 16. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this resolution are hereby repealed to the extent of such conflict, and the provisions of this resolution shall be and remain controlling as to the matters resolved herein.

SECTION 17. This resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 18. This resolution shall be in force and effect from and after its final passage, and it is so resolved.

APPROVED on this the 6th day of February 2025.



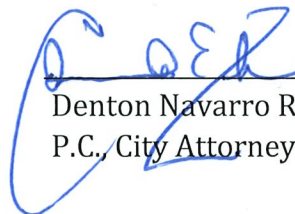
Gregory C. Maxton, Mayor

ATTEST:

APPROVED AS TO FORM:



Christina Picioccio, TRMC
City Secretary



Denton Navarro Rodriquez Bernal Santee & Zech
P.C., City Attorney

ATTACHMENT B

JOINT ELECTION AGREEMENT

between **Kendall County** and the following Local Political Subdivision (LPS):

Boerne Independent School District
City of Boerne
City of Fair Oaks Ranch

This Agreement is entered into by and between the Kendall County Elections Administrator “ADMINISTRATOR” and the entities of Kendall County, and The City of Fair Oaks Ranch. They may be referred to, individually, as an “Entity” or, collectively, as the “Entities,” acting by and through their duly appointed and qualified representatives, pursuant to Texas Election Code Section 271.002(a).

It is agreed that the Entities will hold an election on **Saturday, May 3rd, 2025** (the “Joint Election”) under the following terms and conditions:

I.

Each Entity shall share the expense of the Main Early Voting and Election Day polling locations consisting of on-site voting equipment, payroll of election workers, and other costs common to each Entity’s election, as applicable to the specific Entity and agreed upon by the election services contract. Each Entity understands they will appear on a joint ballot and use joint forms and election materials, which will better serve the voters.

II.

The Entities agree that the Kendall County Elections Administrator, Staci L. Decker, will serve as the Early Voting Clerk and the Central Count Station Manager for the **May 3rd, 2025** election.

III.

The Entities agree that a single ballot, containing all the measures and offices to be voted on at a particular polling place, shall be used in this Joint Election.

IV.

Each Entity is responsible for giving notice of their election pursuant to Section 4.003 of the Texas Election Code.

V.

ADMINISTRATOR will tabulate the ballots and provide each entity a Certification of Election Results along with the returns of the election.

VI.

Each Entity will be responsible for canvassing its respective precinct returns for the Joint Election.

VII.

If an Entity cancels its election pursuant to section 2.053 of the election code, that Entity shall promptly notify ADMINISTRATOR. Cancellation of an Entities election shall not void this agreement for any remaining Entity conducting an election on **Saturday, May 3rd, 2025.**

VIII.

The undersigned persons are the duly authorized signatories of their Entities, and their signatures represent acceptance of the terms and conditions of this Agreement, as passed and approved by their respective governing bodies.

IX.

This Agreement may be executed in two or more counterparts. Together the counterparts shall be deemed an executed original instrument. An original signed copy of this agreement shall be provided to each entity who enters into contract with ADMINISTRATOR.

May 3rd, 2025 Joint General and Special Election (Estimate of Election Expenses)

Estimate of Election Expenses	Additional Info	Election Summary	City of Boerne	City of Fair Oaks Ranch	Boerne ISD
Section A. Estimated Cost of Election					
Ballot printing costs		\$750.00	\$250.00	\$250.00	\$250.00
Electronic Voting Systems Programming		\$7,500.00	\$2,500.00	\$2,500.00	\$2,500.00
	Coding				
	Audio				
	Layout				
Publication of Notices	(Public Test/EV/ED)	\$1,500.00	\$500.00	\$500.00	\$500.00
SUPPLIES: Election Kits	2 x \$50	\$100.00	\$34.00	\$33.00	\$33.00
SUPPLIES: Ballot By Mail		\$1,000.00	\$333.00	\$334.00	\$333.00
SUPPLIES: Ballot Activation Cards		\$4,000.00	\$1,333.00	\$1,333.00	\$1,334.00
Transportation of Equipment and Supplies	(UHAUL & Gas Re-fill)	\$150.00	\$50.00	\$50.00	\$50.00
COMMUNICATION: Hotspots	2 x \$37.50	\$75.00	\$25.00	\$25.00	\$25.00
Polling Place Rental		n/a	n/a	n/a	n/a
Postage	(Mail Media to ES&S)	\$100.00	\$34.00	\$33.00	\$33.00
	SUBTOTAL	\$15,175.00	\$5,059.00	\$5,058.00	\$5,058.00
Section B. Early Voting Workers					
Main Early Voting Site	MAIN EV				
MONDAY IS CLOSED Tues - Fri (8am-6pm)	6 x 40hrs x \$12	\$2,880.00	\$960.00	\$960.00	\$960.00
Sat (10am-4pm)	6 x 6hrs x \$12	\$432.00	\$144.00	\$144.00	\$144.00
Sun (--am---pm)	CLOSED	n/a	n/a	n/a	n/a
Mon - Fri (7am-7pm)	6 x 50hrs x \$12	\$3,600.00	\$1,200.00	\$1,200.00	\$1,200.00
Branch Early Voting Site	BRANCH EV				
MONDAY IS CLOSED Tues - Fri (8am-6pm)	4 x 44hrs x \$12	\$2,112.00	n/a	\$1,056.00	\$1,056.00
Sat (10am-4pm)	4 x 7hrs x \$12	\$336.00	n/a	\$168.00	\$168.00
Sun (--am---pm)	CLOSED	n/a	n/a	n/a	n/a
Mon - Fri (7am-7pm)	4 x 55hrs x \$12	\$2,640.00	n/a	\$1,320.00	\$1,320.00
Branch Early Voting Judge	1 x 80hrs x \$14	\$1,120.00	n/a	\$560.00	\$560.00
Branch Early Voting Judge (Overtime)	1 x 26hrs x \$21	\$546.00	n/a	\$273.00	\$273.00
	SUBTOTAL	\$9,024.00	\$2,304.00	\$3,360.00	\$3,360.00

May 3rd, 2025 Joint General and Special Election (Estimate of Election Expenses)

Estimate of Election Expenses	Additional Info	Election Summary	City of Boerne	City of Fair Oaks Ranch	Boerne ISD
Section C. Election Day Workers					
Election Day Judges & Clerks					
Vote Center # 1 (City Hall)	2 x 15 x \$14 / 4 x 15 x \$12	\$1,140.00	\$380.00	\$380.00	\$380.00
Vote Center # 2 (Fair Oaks Ranch)	2 x 15 x \$14 / 4 x 15 x \$12	\$1,140.00	n/a	\$570.00	\$570.00
DELIVERY FEE - Presiding/Alternate Judges	2 x \$25	\$50.00	\$16.00	\$17.00	\$16.00
Early Voting Ballot Board Personnel					
Judges	4 x 5hrs x \$14	\$560.00	\$186.67	\$186.66	\$186.67
Clerks	4 x 5hrs x \$12	\$480.00	\$160.00	\$160.00	\$160.00
Central Count Station Personnel					
Judges	4 x 6hrs x \$14	\$336.00	\$112.00	\$112.00	\$112.00
Clerks	6 x 4hrs x \$12	\$288.00	\$96.00	\$96.00	\$96.00
Provisional and Late Ballot Board Personnel					
Judges	2 x 2hr x \$14	\$56.00	\$18.66	\$18.67	\$18.67
Clerks	2 x 2hr x \$14	\$56.00	\$18.67	\$18.67	\$18.66
Tech Support					
Vendor Site Support	(ES&S)	n/a	n/a	n/a	n/a
Election Day Site Support Personnel	1 x 15 x \$18	\$270.00	\$90.00	\$90.00	\$90.00
County Employees Miscellaneous					
Chief Deputy Elections Administrator *Beyond 40 hrs*	Rate: \$44.11 x 30hrs	\$1,323.30	\$441.10	\$441.10	\$441.10
Deputy Elections Administrator *Beyond 40 hrs*	Rate: \$36.62 x 30hrs	\$1,098.60	\$366.20	\$366.20	\$366.20
Deputy Elections Administrator *Beyond 40 hrs*	Rate: \$35.19 x 30hrs	\$1,055.70	\$351.90	\$351.90	\$351.90
Reimburse County for Mileage for personal vehicle use		\$250.00	\$83.33	\$83.33	\$83.34
Training - Election Workers					
Early Voting Personnel	20 x \$30	\$600.00	\$200.00	\$200.00	\$200.00
Election Day Personnel	10 x \$30	\$300.00	\$100.00	\$100.00	\$100.00
	SUBTOTAL	\$9,003.60	\$2,620.53	\$3,191.53	\$3,190.54
	Sections A-C Total	\$33,202.60	\$9,983.53	\$11,609.53	\$11,608.54
Section D. Administrative Fee					
Elections Services Contract Administrative Fee	(Election Total x 10%)	\$3,320.26	\$998.35	\$1,160.95	\$1,160.85
	SUBTOTAL	\$3,320.26	\$998.35	\$1,160.95	\$1,160.85

**May 3rd, 2025 Joint General and Special Election
(Estimate of Election Expenses)**

Section D Rental of Electronic Voting Equipment						
Early Voting (Main Location)	ExpressVotes/DS200	\$6,168.00	\$1,542.00	\$1,542.00	\$1,542.00	\$1,542.00
Early Voting (Branch Location)	ExpressVotes/DS200	\$6,168.00	\$1,542.00	\$1,542.00	\$1,542.00	\$1,542.00
Election Day (Vote Center 1)	ExpressVotes/DS200	\$771.00	\$192.75	\$192.75	\$192.75	\$192.75
Election Day (Vote Center 2)	ExpressVotes/DS200	\$771.00	\$192.75	\$192.75	\$192.75	\$192.75
SUBTOTAL		\$13,878.00	\$3,469.50	\$3,469.50	\$3,469.50	\$3,469.50
TOTAL ESTIMATED COST OF ELECTION:		\$50,400.86	\$14,451.38	\$16,239.98	\$16,239.98	\$16,238.89

Exhibit C

MAY 3, 2025 JOINT GENERAL AND SPECIAL ELECTION

KENDALL COUNTY, TEXAS

Division of Expenses

Item to be Divided	Special Notes
Ballot Printing Costs	To be divided equally among entities conducting an election.
Publication of Notices <ul style="list-style-type: none">○ Notice of Public Test of Equipment○ Early Voting Notices○ Election Day Notices (to include polling locations)	To be divided equally among entities conducting an election.
Programming Media: Election Systems and Software	To be divided equally among entities conducting an election.
Supplies: Ballot By Mail, Early Voting, Election Day & Central Count	To be divided equally among entities conducting an election.
Early Voting Clerks (Main location)	To be divided equally among entities conducting an election.
Early Voting Clerks (Branch location)	To be paid for by the requesting entity.
Election Day Judges & Clerks	This will be split according to the precincts your jurisdiction falls within.
Training of Election Workers	This will be paid for by the County. (Only when it's a County ORDERED Election)
Pickup & Delivery of Election Equipment and Supplies	This will be split according to the precincts your jurisdiction falls within.
Early Voting Ballot Board Personnel	To be divided equally among entities conducting an election.
Central Count Station Personnel	To be divided equally among entities conducting an election.
Provisional & Late Ballot Board Personnel	To be divided equally among entities conducting an election.
Election Day Site Support Personnel (Including Vendor Support)	This will be paid for by the County. (Only when it's a County ORDERED Election)
Postage	To be divided equally among entities conducting an election.
Vehicle Mileage (Employees)	To be paid for by the requesting entity.

Exhibit D

MAY 3, 2025 JOINT GENERAL AND SPECIAL ELECTION

KENDALL COUNTY, TEXAS

Main Early Voting Location and Hours

Polling Place		Address				City/State	
Kendall County Courthouse Annex		221 Fawn Valley Dr				Boerne, Texas 78006	
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
<i>Apr. 20</i>	<i>Apr. 21</i>	<i>Apr. 22</i>	<i>Apr. 23</i>	<i>Apr. 24</i>	<i>Apr. 25</i>	<i>Apr. 26</i>	
CLOSED	HOLIDAY SAN JACINTO DAY	8:00 am – 6:00 pm	8:00 am – 6:00 pm	8:00 am – 6:00 pm	8:00 am – 6:00 pm	10:00 am – 4:00 pm	
<i>Apr. 27</i>	<i>Apr. 28</i>	<i>Apr. 29</i>	<i>Apr. 30</i>	<i>May 1</i>	<i>May 2</i>	<i>May 3</i>	
CLOSED	7:00 am – 7:00 pm	7:00 am – 7:00 pm	CLOSED	CLOSED	CLOSED	ELECTION DAY	

Branch Early Voting Location and Hours

Polling Place		Address				City/State	
Fair Oaks Ranch Police Department		7286 Dietz Elkhorn				Fair Oaks Ranch, TX 78015	
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
<i>Apr. 20</i>	<i>Apr. 21</i>	<i>Apr. 22</i>	<i>Apr. 23</i>	<i>Apr. 24</i>	<i>Apr. 25</i>	<i>Apr. 26</i>	
CLOSED	HOLIDAY SAN JACINTO DAY	8:00 am – 6:00 pm	8:00 am – 6:00 pm	8:00 am – 6:00 pm	8:00 am – 6:00 pm	10:00 am – 4:00 pm	
<i>Apr. 27</i>	<i>Apr. 28</i>	<i>Apr. 29</i>	<i>Apr. 30</i>	<i>May 1</i>	<i>May 2</i>	<i>May 3</i>	
CLOSED	7:00 am – 7:00 pm	7:00 am – 7:00 pm	CLOSED	CLOSED	CLOSED	ELECTION DAY	

Exhibit E

MAY 3, 2025 JOINT GENERAL AND SPECIAL ELECTION

KENDALL COUNTY, TEXAS

Election Day Vote Centers

Vote Center	Location	Address	City/State/Zip
1	City Hall	447 N. Main Street	Boerne, Texas 78006
2	Fair Oaks Ranch Police Department (Training Room)	7286 Dietz Elkhorn	Fair Oaks Ranch, Texas 78015

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

THIS CONTRACT is made and entered into as of the last date of signatures on the Agreement, by and between the Local Political Subdivision of The City of Fair Oaks Ranch, hereinafter referred to as “LPS,” and Staci L. Decker, County Election Officer of Kendall County, Texas, hereinafter referred to as “Contracting Authority”, under the authority of section 31.092(a), Texas Election Code, for the conduct and supervision of the General Election to be held on May 3rd, 2025 and the runoff election if necessary.

THIS AGREEMENT is entered into for and in consideration of the mutual covenants and promises hereinafter set out:

1. **DUTIES AND SERVICES OF THE CONTRACTING AUTHORITY.** The contracting authority shall be responsible for performing the following duties for **Early Voting** and/or **Election Day** and shall furnish the following services and equipment.
 - 1.1 Determine all polling locations for Early Voting and Election Day and contact the owners or custodians of designated polling places and arrange for their use in the election and runoff election if necessary.
 - 1.2 Contact the owner or custodian of some other public place (or if unavailable, private) building in the election precinct and arrange for its use as a polling place if the designated polling place in the precinct is unavailable for use in the election.
 - 1.3 Procure and distribute all necessary election supplies, including without limitation, ballots, election kits, office supplies such as paperclips, pens, etc., ballots boxes and voting booths.
 - 1.4 Program, or arrange to have programmed, the ballot.
 - 1.5 Procure all necessary voting machines and equipment, and prepare the voting machines and equipment for use at the early voting and election day polling locations, and transport them (or arrange to have them transported) to and from the polling locations.
 - 1.6 Recruit and notify election judges of duty to hold election (Writ of Election) and recruit election clerks, as needed, for Early Voting and Election Day for this election and any runoff thereafter.
 - 1.7 Conduct one or more election training schools, and notify the election judges of the date(s), time(s), and place(s) of such schools. Training includes, but is not limited to: election procedures, state mandated photo id training, and use of all electronic equipment. Election judges and clerks may be paid for attending such schools.
 - 1.8 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.

- 1.9 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 Arrange for the use of a central counting station and for the tabulating personnel and equipment needed at the counting station and assist in the preparation of programs and the test materials for the tabulation of the ballots to be used with electronic voting equipment.
- 1.11 Publish the legal notice of the date, time, and place of the test of the electronic tabulating equipment and/or the legal notice of 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 tabulation equipment under Sections 127.096-127.098, Texas Election Code, the voting system that uses DRE voting machines under Section 129-021-129.023, Texas Election Code, or the voting system that uses other electronic voting systems in accordance with advisories issued by the Texas Secretary of State's Office (hereinafter referred to as "SOS").
- 1.12 Publish notices promoting election.
- 1.13 Supervise the overall conduct of the election and provide advisory services in connection with the decisions to be made and the actions to be taken by the officers of the political subdivision who are responsible for holding the election.

2. COMPENSATION, BILLING and PAYMENT

- 2.1 The Contracting Authority is the agent of the political subdivision for the purposes of contracting with third parties with respect to the election expenses within the scope of the Contracting Authorities duties and the Contracting Authority is not liable for the political subdivision's failure to pay a claim.
- 2.2 The Contracting Authority Will pay invoices for supplies, ballots, and the programming of electronic voting equipment and then will invoice the LPS for reimbursement according to the percentages set forth in Exhibit B.
- 2.3 The Contracting Authority Will be responsible for paying election workers and then will invoice the LPS according to the percentages set forth in Exhibit B.
- 2.4 Only the actual expenses directly attributable to the Contract may be charged. (Section 31.100(b), Texas Election Code). The Contracting Authority must submit the actual costs incurred pursuant to this Contract to the LPS no later than the 45th day after the final election and/or all invoices have been received from the vendors.

- 2.5 The rate for the Electronic Voting Equipment has been set to 4% of the actual cost of purchase price to be charged per machine, per day, with the exception of EMS, and the Licensing & Support fee which will be a set rate for the entire election. Commissioners Court reserves the right to review and change this fee on a yearly basis.
- 2.6 The LPS assumes responsibility for any loss, damage or other harm to said equipment while in use by the election officials for the LPS's election and, to the extent permitted and authorized by Texas law, agrees to indemnify (PAY) the County for any loss, damage or other harm to said equipment that is not covered under the vendor's warranty.
- 2.7 The Contracting Authority may collect 10% above of the actual costs as administrative fee for duties and services performed.
- 2.8 If the LPS cancels its election pursuant to Section 2.053 of the Texas Election Code, the Contracting Authority shall only be entitled to receive (1) the actual expenses incurred by the Contracting Authority before the date of cancellation in connection with the election, and (2) an administrative fee of \$75. The Contracting Authority agrees to use reasonable diligence not to incur major costs in connection with election preparations until it is known that the election will be held, unless the LPS authorizes such major costs in advance in writing.
3. **EARLY VOTING.** In accordance with Section 83.002(2), Texas Election Code, the Contracting Officer is the early voting clerk for the election, and if necessary, the runoff election, both with respect to early voting in person and voting by mail.
4. **VOTING SYSTEM.** The voting system to be used in the election and any runoff election is the ES&S EVS 6.0.4.0 Voting System that is comprised of the ExpressVote ballot marking device, and the DS200 precinct scanner.
5. **GENERAL CONDITIONS.**
- 5.1 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 related to the election or 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 of the Texas Election Code or other provisions of Texas law.
- 5.2 The Contracting Authority **Will NOT** be responsible for preparing submissions, if any, to the U. S. Department of Justice.
- 5.3 The Contracting Authority will recruit election officials and persons serving as election officials will be REQUIRED to attend Election Training, if such person refuses to attend training; the Contracting Authority, Reserves the Right to replace such official. *(Will replace official according to requirements under Texas Election Law Code Sec. 32 and notify the LPS of the change.)*

5.4 For purposes of implementing this contract and coordinating activities hereunder, the Contracting Authority and the LPS designate the following individuals, and whenever the contract requires submission of information or documents or notice to the Contracting Authority or the LPS, respectively, submission or notice shall be these individuals:

	For the Contracting Authority:	For the LPS:
Name and Title	Staci L. Decker, Elections Administrator	Scott Huizenga, City Manager
Political Subdivision	Kendall County	City of Fair Oaks Ranch (FOR)
Street Address	221 Fawn Valley Drive, Boerne, TX 78006	7286 Dietz Elkhorn, FOR, TX 78015
Mailing Address	P.O. Box 2384, Boerne, TX 78006	7286 Dietz Elkhorn, FOR, TX 78015
Telephone No.	(830) 331-8701	210-698-0900
Fax No.	(830) 331-8295	
Email	staci.decker@co.kendall.tx.us	shuizenga@fairoaksranchtx.org

Neither of these individuals has authority to amend this contract or vary its terms.

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6. GENERAL PROVISIONS

- 6.1 The Contracting Authority shall file copies of this contract with the County Treasurer and the County Auditor of Kendall County, Texas.
- 6.2 This contract shall be construed under and in accordance with applicable Federal and State Laws, and all obligations of the parties created hereunder are performable in Kendall County, Texas.
- 6.3 In case any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal, or unenforceability in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 6.4 It is understood that in the case of an election contest solely challenging this LPS's election results, the cost of such contest, challenge, or litigation will be borne by the LPS.
- 6.5 It is further understood that in the case of a runoff election due to undecided races on the election, the cost of such runoff election will also be borne by the LPS and will be contracted for at such time.
- 6.6 It is also further understood that in a joint election all participating parties share in the cost of such joint election. If one party withdraws, has unopposed candidates, or has circumstances which change the precincts or districts involved in the election, the cost to the other parties will be affected.
- 6.7 This contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding of written or oral agreement between the parties respecting the written subject matter.
- 6.8 No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by the parties hereof.
- 6.9 By their signatures below, the Contracting Authority and the LPS warrant and represent that they are authorized to enter into this contract.

WITNESS the following signatures and seals on the respective dates shown be:

The Contracting Authority:

BY: _____

**STACI L. DECKER
ELECTIONS ADMINISTRATOR, KENDALL COUNTY**

DATE: _____

The Local Political Subdivision "LPS":

BY: _____

**SCOTT HUIZENGA
CITY MANAGER, CITY OF FAIR OAKS RANCH**

DATE: _____