



**CITY OF DOUBLE HORN
MINUTES
REGULAR MEETING CITY COUNCIL
THURSDAY, AUGUST 10, 2023
7:00PM
CITY OF DOUBLE HORN OFFICE
Located at 103 VISTA VIEW TRAIL, SUITE 100
DOUBLE HORN, TEXAS 78669**

In compliance with the Americans with Disabilities Act, the City of Double Horn will provide for reasonable accommodations for persons attending City Council Meetings. To better serve you, requests should be received 24 hours prior to the meeting. Please contact Karen Maxwell, City Secretary at (830) – 201-4042.

Citizens will be given an opportunity to provide comments on any item listed on the regular agenda when the agenda item is called. Comments should be limited to (3) three minutes.

1. Call Meeting to Order: Time 7:00 PM
2. Rollcall to Confirm Quorum
Aldermen Jim Millard, Tom King, John Osborne, Bob Schmitz, Glen Stafford and Mayor Sereno were present.
A quorum was met.
City Secretary Karen Maxwell recorded the minutes.
3. Invocation: Alderman King
4. Pledge of Allegiance – U.S. & Texas
Texas Pledge: *Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible.*
5. Approval of Minutes – July 13, 2023, Regular Council Meeting

Motion: Alderman Millard moved to approve the minutes with the typo correction.
Second: Alderman Osborne seconded the motion.
Vote: The vote was unanimous, and the motion carried.
6. Citizen Comments – This is an opportunity for the citizens to address the City Council concerning an issue of community interest not on the agenda. Any deliberation of an issue raised during Citizen Comments is limited to a statement of fact regarding the item; a statement concerning the policy regarding the item or a proposal to place the item on a future agenda. Each citizen will be allowed 3 minutes to speak and must sign up before the meeting begins and indicate the subject the speaker wishes to address.
No one signed up to speak to non-agenda items.
7. Regular Agenda – the Council will individually discuss, consider, and possibly take action on any or all of the following items:
 - A. **Safety & Security Recommendations and Q&A**
Guest Speaker: Sheriff Calvin Boyd
Sheriff Calvin Boyd spoke to 24 visitors attending Burnet County Sheriff's presentation.

- B. Treasurer's Report: The Mayor presented the financial report and budget updates.

1) Monthly Financial Reports

Motion: Alderman Schmitz made a motion to sweep \$461.98 from the Property Tax Account to the Operating Account.

Second: Alderman Millard seconded the motion.

Vote: The vote was unanimous, and the motion carried.

Action Item: Mayor will sweep the money from the Property Tax Account to the Operating Account.

2) Budget Schedule and Updates

Aug. 14th Proposed Budget submitted by Mayor and posted to the website.

Sept 14th Public Hearing

- C. Emergency Management Team Update:

Emergency Management Coordinator Harry Brunner presented his update.

- D. Zoning & Ordinance Committee:

Discuss and consider approving Ordinance **No. 2023-ORD038 an Ordinance of the City of Double Horn Adopting Regulations Related to Solicitors, Peddlers, and Canvassers and Creating Licensing Requirements & Fees**

Alderman Millard asked to continue the discussion on this ordinance to the next meeting.

- E. Joint Double Horn Improvement Association /City of Double Horn Security Committee Update

The mayor requested further research regarding the installation of cameras within the city from the recommendation of the Sheriff's talk.

Action Item: Alderman Stafford will get with DHIA and research recommendations for cameras within the city.

- F. Discuss and consider action on projects suggested by the Water Conservation Partnership Committee, a joint project between the City of Double Horn, Double Horn Creek Water Supply Corporation, and the Double Horn Improvement Association to promote water conservation and protect water service.

-Discuss and consider approving up to \$1000 from City Improvement Projects budget to fund Water Conservation Signage

Alderman King presented the coordinated joint project and request up to \$1,000.

Motion: Alderman King made a motion to approve up to \$1000 from City Improvement Projects budget to fund Water Conservation Signage.

Second: Alderman Schmitz seconded the motion.

Vote: The vote was unanimous, and the motion carried.

- G. Discuss and consider approving **Resolution 2023-RES021 a Resolution of Nomination to the Directors for the Burnet Central Appraisal District (BCAD) for the Year 2024-2025**

Mayor explained request for nomination to the BCAD ballot. No one had a nomination.

- H. Discuss and consider approving the **Contract for Election Services** between the City of Double Horn and Election Administrator of Burnet County, Texas

Motion: Alderman Millard made a motion to approve the **Contract for Election Services** between the City of Double Horn and Election Administrator of Burnet County, Texas.

Second: Alderman Schmitz seconded the motion.

Vote: The vote was unanimous, and the motion carried.

- I. Discuss and consider approving the **Joint Election Agreement 2023-2024 for Burnet County Local Political Subdivision**

Motion: Alderman Millard made a motion to approve the **Joint Election Agreement 2023-2024 for Burnet County Local Political Subdivision**.

Second: Alderman Schmitz seconded the motion.

Vote: The vote was unanimous, and the motion carried.

- J. Discuss and consider approving **Ordinance No. 2023-ORD039** an ordinance of the City of Double Horn **Ordering a General Election on November 7, 2023**

Motion: Alderman Stafford made a motion to approve the **Ordinance No. 2023-ORD039** an ordinance of the City of Double Horn **Ordering a General Election on November 7, 2023**.

Second: Alderman Millard seconded the motion.

Vote: The vote was unanimous, and the motion carried.

- K. Discuss and consider action on hiring for City staff positions including Treasurer and City Secretary
The mayor discussed the job description for the treasurer. The mayor reviewed the qualifications of Angie Wardlow for the City Secretary position.

Motion: Alderman Osborne made a motion to approve the hiring of Angie Wardlow for City Secretary.

Second: Alderman Stafford seconded the motion.

Vote: The vote was unanimous, and the motion carried.

Action Item: Mayor and City Secretary will work with new hire for City secretary training.

- L. Distribute Monthly Office Hours Sign Up Sheet & DHIA/DHCWSC Meeting Sign Up Sheet – Confirm assignments

- M. Discuss and consider other matters for inclusion on the agenda for the next regular meeting of the City Council

8. Adjournment: Time 8:32 PM

Motion: Alderman Millard made a motion to adjourn.

Second: Alderman Schmitz seconded the motion.

Vote: The vote was unanimous, and the motion carried. The Council will reconvene on September 14th at 7pm in the City Hall Meeting room.

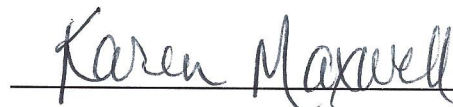
The City Council reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any matters listed on the agenda, as authorized by the Texas Government Code, including, but not limited to, Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), 551.087 (Economic Development), 418.183 (Deliberations about Homeland Security Issues) and as authorized by the Texas Tax Code, Section 321.3022 (Sales Tax Information)."

I certify that the above notice of meeting was posted at 103 Vista View Trail, Suite 100, Double Horn, Texas by the 7th day of August 2023 by 7PM.



Cathy Sereno, Mayor

Attest to:



Karen Maxwell, City Secretary

7B1

July
FINANCIAL AGENDA PACKET
CITY OF DOUBLE HORN
REGULAR MEETING of CITY COUNCIL
8/10/2023



City of Double Horn

Balance Sheet As of July 31, 2023

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
1000 Operating	54,911.37
1005 Property Tax	461.98
1010 Reserve Account	12,040.99
Total Bank Accounts	\$67,414.34
Other Current Assets	
1100 Uncategorized Asset	0.00
1150 Prepaid Expenses	0.00
Total Other Current Assets	\$0.00
Total Current Assets	\$67,414.34
TOTAL ASSETS	\$67,414.34
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2100 Accounts payable	28,392.13
Total Accounts Payable	\$28,392.13
Credit Cards	
2301 TCM Bank Visa Credit Card	179.29
2302 Costco CitiBank Credit Card	155.83
Total Credit Cards	\$335.12
Other Current Liabilities	
2160 Payroll Tax Payable	0.00
2161 FICA Taxes Payable	0.00
2164 SUTA payable	0.00
Total 2160 Payroll Tax Payable	0.00
2171 Accrued Expenses	99.00
Direct Deposit Payable	0.00
Total Other Current Liabilities	\$99.00
Total Current Liabilities	\$28,826.25
Total Liabilities	\$28,826.25
Equity	
3000 Retained Earnings	11,923.06
3001 Opening Balance Equity	0.00
Net Income	26,665.03
Total Equity	\$38,588.09
TOTAL LIABILITIES AND EQUITY	\$67,414.34

City of Double Horn

Budget vs. Actuals: City of Double Horn 22-23 - FY23 P&L

July 2023

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Income				
4000 Ad Valorem Taxes	461.98	6,784.21	-6,322.23	6.81 %
4002 Permits and Fees		83.33	-83.33	
Total Income	\$461.98	\$6,867.54	\$ -6,405.56	6.73 %
GROSS PROFIT	\$461.98	\$6,867.54	\$ -6,405.56	6.73 %
Expenses				
6000 Salaries & Wages	359.91	479.11	-119.20	75.12 %
6010 Taxes - payroll	27.53	36.73	-9.20	74.95 %
6020 Workmen's Comp Insurance		8.75	-8.75	
6100 Computer Equipment		41.67	-41.67	
6110 Office Equipment		166.67	-166.67	
6130 Office Supplies		84.71	-84.71	
6140 Software	99.00	156.23	-57.23	63.37 %
6220 Email Maintenance		52.70	-52.70	
6230 Website Maintenance		19.52	-19.52	
6240 Rent or Lease of Buildings	1,850.00	1,850.00	0.00	100.00 %
6250 Internet/Phone	138.48	148.12	-9.64	93.49 %
6260 Insurance - TML		208.33	-208.33	
6270 Utilities	40.81	100.00	-59.19	40.81 %
6280 Legal & Professional Fees		1,000.00	-1,000.00	
6290 Consulting Services		250.00	-250.00	
6300 Accounting	285.00	400.00	-115.00	71.25 %
6400 Membership Fees	160.00	81.75	78.25	195.72 %
6410 Legal Posting		125.00	-125.00	
6411 Advertising/Promotional		41.67	-41.67	
6430 Tax Collection Fees		108.65	-108.65	
6440 Municipal Court Costs		41.67	-41.67	
6450 Code Enforcement		41.67	-41.67	
6460 Election Fees		6.25	-6.25	
6500 Training and Travel		83.33	-83.33	
6610 City Improvement Projects	10,000.00	2,416.67	7,583.33	413.79 %
Total Expenses	\$12,960.73	\$7,949.20	\$5,011.53	163.04 %
NET OPERATING INCOME	\$ -12,498.75	\$ -1,081.66	\$ -11,417.09	1,155.52 %
NET INCOME	\$ -12,498.75	\$ -1,081.66	\$ -11,417.09	1,155.52 %

City of Double Horn

Budget vs. Actuals: City of Double Horn 22-23 - FY23 P&L

October 2022 - September 2023

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Income				
4000 Ad Valorem Taxes	82,947.19	81,410.53	1,536.66	101.89 %
4002 Permits and Fees	1,000.00	1,000.00	0.00	100.00 %
4003 Other	200.00		200.00	
Total Income	\$84,147.19	\$82,410.53	\$1,736.66	102.11 %
GROSS PROFIT	\$84,147.19	\$82,410.53	\$1,736.66	102.11 %
Expenses				
6000 Salaries & Wages	3,506.25	5,749.31	-2,243.06	60.99 %
6010 Taxes - payroll	268.23	440.76	-172.53	60.86 %
6020 Workmen's Comp Insurance	102.90	105.00	-2.10	98.00 %
6100 Computer Equipment		500.00	-500.00	
6110 Office Equipment	3,257.24	2,000.00	1,257.24	162.86 %
6130 Office Supplies	364.38	1,016.52	-652.14	35.85 %
6140 Software	1,317.78	1,874.80	-557.02	70.29 %
6220 Email Maintenance	795.04	632.38	162.66	125.72 %
6230 Website Maintenance		234.26	-234.26	
6240 Rent or Lease of Buildings	20,350.00	22,200.00	-1,850.00	91.67 %
6250 Internet/Phone	1,206.12	1,777.48	-571.36	67.86 %
6260 Insurance - TML	2,168.74	2,500.00	-331.26	86.75 %
6270 Utilities	290.20	1,200.00	-909.80	24.18 %
6280 Legal & Professional Fees	6,722.45	12,000.00	-5,277.55	56.02 %
6290 Consulting Services		3,000.00	-3,000.00	
6300 Accounting	3,427.50	4,800.00	-1,372.50	71.41 %
6400 Membership Fees	842.00	981.00	-139.00	85.83 %
6410 Legal Posting	351.00	1,500.00	-1,149.00	23.40 %
6411 Advertising/Promotional		500.00	-500.00	
6430 Tax Collection Fees	875.67	1,303.76	-428.09	67.16 %
6440 Municipal Court Costs		500.00	-500.00	
6450 Code Enforcement		500.00	-500.00	
6460 Election Fees		75.00	-75.00	
6500 Training and Travel		1,000.00	-1,000.00	
6610 City Improvement Projects	13,660.01	29,000.00	-15,339.99	47.10 %
Total Expenses	\$59,505.51	\$95,390.27	\$ -35,884.76	62.38 %
NET OPERATING INCOME	\$24,641.68	\$ -12,979.74	\$37,621.42	-189.85 %
NET INCOME	\$24,641.68	\$ -12,979.74	\$37,621.42	-189.85 %

City of Double Horn Legal Expense & Payment Detail FY2022-2023

7/31/2023

Invoice #	Date	Invoice Amount	Payment Recipient	Payment Amount	Balance	Check #	Paid from Account
AKERS & AKERS							
	Total Akers & Akers	\$ 21,232.25		\$ (21,232.25)		Remaining Balance	\$ - Paid in Full

MESSER, FORT, McDONALD (start-up legal w/ payment plan)**							
Invoice #	Date	Invoice Amount	Payment Recipient	Payment Amount	Balance	Check #	Paid from Account
13334	1/12/2021	\$ 750.00	Messer, Fort, McDonald		\$ 27,441.50		
	1/18/2021		Messer, Fort, McDonald	\$ (5,000.00)	\$ 22,441.50	2057	Operating Account
13455	2/8/2021	\$ 5,335.80	Messer, Fort, McDonald		\$ 27,777.30		
	2/23/2021		Messer, Fort, McDonald	\$ (5,000.00)	\$ 22,777.30	2065	Operating Account
13735	3/12/2021	\$ 3,474.00	Messer, Fort, McDonald		\$ 26,251.30		
	3/12/2021		Messer, Fort, McDonald	\$ (2,500.00)	\$ 23,751.30	2071	Operating Account
13871	4/7/2021	\$ 6,852.25	Messer, Fort, McDonald		\$ 30,603.55		
	4/9/2021		Messer, Fort, McDonald	\$ (2,500.00)	\$ 28,103.55	2079	Operating Account
14118	5/12/2021	\$ 7,722.00	Messer, Fort, McDonald		\$ 35,825.55		
	5/20/2021		Messer, Fort, McDonald	\$ (10,000.00)	\$ 25,825.55	2091	Operating Account
14338	6/14/2021	\$ 7,119.96	Messer, Fort, McDonald		\$ 32,945.51		
	6/14/2021		Messer, Fort, McDonald	\$ (2,500.00)	\$ 30,445.51	2096	Operating Account
	7/12/2021		Messer, Fort, McDonald	\$ (5,277.30)	\$ 25,168.21	2100	Operating Account
14610	7/14/2021	\$ 4,366.96	Messer, Fort, McDonald		\$ 29,535.17		
14774	8/13/2021	\$ 8,556.96	Messer, Fort, McDonald		\$ 38,092.13		
	9/14/2021		Messer, Fort, McDonald	\$ (500.00)	\$ 37,592.13	2117	Operating Account
14966	9/14/2021	\$ 1,800.00	Messer, Fort, McDonald		\$ 39,392.13		
	10/7/2021		Messer, Fort, McDonald	\$ (500.00)	\$ 38,892.13	2127	Operating Account
	11/2/2021		Messer, Fort, McDonald	\$ (500.00)	\$ 38,392.13	2135	Operating Account
	12/7/2021		Messer, Fort, McDonald	\$ (500.00)	\$ 37,892.13	2150	Operating Account
	1/11/2022		Messer, Fort, McDonald	\$ (500.00)	\$ 37,392.13	2163	Operating Account
	2/1/2022		Messer, Fort, McDonald	\$ (500.00)	\$ 36,892.13	2170	Operating Account
	3/1/2022		Messer, Fort, McDonald	\$ (500.00)	\$ 36,392.13	2178	Operating Account
	4/11/2022		Messer, Fort, McDonald	\$ (500.00)	\$ 35,892.13	2195	Operating Account
	5/3/2022		Messer, Fort, McDonald	\$ (500.00)	\$ 35,392.13	2200	Operating Account
	6/1/2022		Messer, Fort, McDonald	\$ (500.00)	\$ 34,892.13	2215	Operating Account
	7/11/2022		Messer, Fort, McDonald	\$ (500.00)	\$ 34,392.13	2226	Operating Account
	8/3/2022		Messer, Fort, McDonald	\$ (500.00)	\$ 33,892.13	2233	Operating Account
	9/14/2022		Messer, Fort, McDonald	\$ (500.00)	\$ 33,392.13	2244	Operating Account
	10/1/2022		Messer, Fort, McDonald	\$ (500.00)	\$ 32,892.13	2251	Operating Account
	11/15/2022		Messer, Fort, McDonald	\$ (500.00)	\$ 32,392.13	2261	Operating Account
	12/8/2022		Messer, Fort, McDonald	\$ (500.00)	\$ 31,892.13	2264	Operating Account
	12/29/2022		Messer, Fort, McDonald	\$ (500.00)	\$ 31,392.13	2269	Operating Account
	2/6/2023		Messer, Fort, McDonald	\$ (500.00)	\$ 30,892.13	2274	Operating Account
	3/24/2023		Messer, Fort, McDonald	\$ (500.00)	\$ 30,392.13	2285	Operating Account
	5/8/2023		Messer, Fort, McDonald	\$ (500.00)	\$ 29,892.13	2292	Operating Account
	5/31/2023		Messer, Fort, McDonald	\$ (500.00)	\$ 29,392.13	2296	Operating Account
	6/12/2023		Messer, Fort, McDonald	\$ (500.00)	\$ 28,892.13	2300	Operating Account
	7/5/2023		Messer, Fort, McDonald	\$ (500.00)	\$ 28,392.13	2303	Operating Account
		\$ 125,439.18		\$ (97,047.05)		Remaining Balance	\$ 28,392.13

MESSER, FORT, McDONALD (new legal expenses)							
Invoice #	Date	Invoice Amount	Payment Recipient	Payment Amount	Balance	Check #	Paid from Account
17841	10/19/2022	\$ 1,287.80	Messer, Fort, McDonald		\$ 1,287.80		
	10/27/2022		Messer, Fort, McDonald	\$ (1,287.80)	\$ -	2256	Operating Account
18271	11/30/2022	\$ 3,225.05	Messer, Fort, McDonald		\$ 3,225.05		
	12/5/2022		Messer, Fort, McDonald	\$ (3,225.05)	\$ -	2263	Operating Account
18434	12/28/2022	\$ 1,556.00	Messer, Fort, McDonald		\$ 1,556.00		
	12/29/2022		Messer, Fort, McDonald	\$ (1,556.00)	\$ -	2268	Operating Account
18794	1/28/2023	\$ 1,278.00	Messer, Fort, McDonald		\$ 1,278.00		
	2/6/2023		Messer, Fort, McDonald	\$ (1,278.00)	\$ -	2275	Operating Account
482	3/21/2023	\$ 486.00	Messer, Fort, McDonald		\$ 486.00		
	3/24/2023		Messer, Fort, McDonald	\$ (486.00)	\$ -	2284	Operating Account
8988	4/25/2023	\$ 162.00	Messer, Fort, McDonald		\$ 162.00		
	5/8/2023		Messer, Fort, McDonald	\$ (162.00)	\$ -	2291	Operating Account
17746	5/17/2023	\$ -	Messer, Fort, McDonald	\$ -	\$ -	n/a	No New Charges
19243	5/31/2023	\$ 90.00	Messer, Fort, McDonald		\$ 90.00		
	6/12/2023		Messer, Fort, McDonald	\$ (90.00)	\$ -	2298	Operating Account
19486	6/28/2023	\$ -	Messer, Fort, McDonald		\$ -		No New Charges
		\$ 8,084.85		\$ (8,084.85)		Remaining Balance	\$ -

ALL LEGAL EXPENSES							
Total Legal Fees	\$ 154,756.28	Total Payments	\$ (126,364.15)			Remaining Balance	\$ 28,392.13

** NOTE: See prior reports for additional start-up legal detail prior to January 2021**

BURNET CENTRAL APPRAISAL DISTRICT
P. O. BOX 908 / 223 SOUTH PIERCE
BURNET, TEXAS 78611
PHONE (512) 756-8291
FAX (512) 756-7873

7G

Rec'd 7/8/23
BZ

July 6, 2023

City of Double Horn
103 Vista View Trl, Ste 100
Double Horn TX 78669

Number of Votes: 3

Dear Sir:

The terms of all five members of the board of directors of the Burnet Central Appraisal District will expire at the end of this year. Therefore, we must proceed with the selection process of a board to serve from January 1, 2024 through December 31, 2025. Each voting unit may nominate one candidate, for each of the five positions to be filled, by written resolution on or before October 15, 2023. A resolution and a nomination form are enclosed.

I have provided a list of the current Board members. They have indicated that they are willing to serve another term. If you submit names other than those listed below, please provide addresses and phone numbers for each name, and attach that information to the written resolution.

Ms. Gene	Broadway	830-613-0277	
Mr. Cary	Johnson	830-265-8427	
Mr. Bruce	Jones	832-283-3233	
Mr. Phillip	Thurman	512-656-9957	
Ms Darlene	Oostermeyer	830-693-7025	512-470-0813

To be eligible to serve on the board of directors, an individual must be a resident of the district and must have resided in the district for at least two years immediately preceding the date the individual takes the office. An individual who is otherwise eligible to serve on the board is not ineligible because of membership on the governing body of a taxing unit. An employee of a taxing unit that participates in the district is not eligible to serve on the board unless the individual is also a member of the governing body or an elected official of a taxing unit that participates in the district.

Later this year ballots will be sent to each participating taxing unit with the names of the nominees. If you have any questions, please let me know.

Sincerely yours,


Stan Hemphill
Chief Appraiser

City of Double Horn
**RESOLUTION OF NOMINATION TO THE DIRECTORS FOR THE
BURNET CENTRAL APPRAISAL DISTRICT FOR THE YEAR
2024– 2025**

WHEREAS, SB621, Section 6.03 (h) allows that each taxing unit entitled to vote, nominate by resolution and to submit to the Chief Appraiser of the Burnet Central Appraisal District by October 15, 2023.

THEREFORE, the City of Double Horn submits the attached list of nominees, for candidates for election of the Board of Directors for Burnet Central Appraisal District for 2024 – 2025.

ACTION TAKEN, _____ day of _____, 2023 in Open Session of the Board of the above-mentioned taxing unit, which is entitled under SB 621 to nominate the Board of Directors of the Burnet Central Appraisal District of Burnet County.

By : _____

TITLE

ATTEST:

By: _____

TITLE

BURNET CENTRAL APPRAISAL DISTRICT
Board of Directors Nomination Form
For the 2024-2025 Term

Submitted by:
City of Double Horn
103 Vista View Trl, Ste 100
Double Horn TX 78669

The City of Double Horn has nominated by Resolution (here attached) the following person(s) for consideration to serve on the Board of Directors of the Burnet Central Appraisal District.

1.

name

address

city, state, zip

phone

2.

name

address

city, state, zip

phone

3.

name

address

city, state, zip

phone

4.

name

address

city, state, zip

phone

5.

name

address

city, state, zip

phone

Authorizing Signature

CONTRACT FOR ELECTION SERVICES

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

RECITALS

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

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

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

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

I. GENERAL PROVISIONS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

M. **Election Day Activities.**

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

election workers.

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

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

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

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

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

R. *Recount.*

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

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

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

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

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

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

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

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

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

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

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

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

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

IV. SPECIAL PROVISIONS RELATING TO ELECTION WORKERS

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

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

V. PAYMENT

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

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

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

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

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

VI. TERM AND TERMINATION

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

VII. MISCELLANEOUS PROVISIONS

- A. *Nontransferable Functions.*** In accordance with Section 31.096 of the Texas Election Code, nothing in this Contract shall authorize or permit a change in:

 - 1. The authority with whom or the place at which any document or record relating to the election is to be filed;
 - 2. The officers who conduct the official canvass of the election returns;
 - 3. The authority to serve as custodian of voted ballots or other election records; or
 - 4. Any other nontransferable function specified under Section 31.096 or other provisions of Texas law.
- B. *Cancellation of Election.*** If the LPS cancels its election pursuant to Section 2.053 of the Texas Election Code, the Contracting Officer shall be entitled to receive an administrative fee of \$75. The Contracting Officer shall submit an invoice for the administrative fee as soon as reasonably possible after the cancellation, and the LPS shall make payment therefore in a manner similar to that set forth in **V. PAYMENT** above.
- C. *Contract Copies to Treasurer and Auditor.*** In accordance with Section 31.099 of the Texas Election Code, the Contracting Officer agrees to file copies of this Contract with the County Treasurer and the County Auditor of Burnet County, Texas.
- D. *Election to Resolve a Tie.*** In the event that an election is necessary to resolve a tie vote, the terms of this Contract shall extend to the second election, except:

 - 1. The LPS and the Contracting Officer will agree upon the date of the election and the early voting schedule subject to provisions of the Election Code and with regard to other elections conducted by the Contracting Officer.
 - 2. The LPS will be responsible for any Department of Justice preclearance submission under Section 5 of the Federal Voting Rights Act.

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

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

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

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

For the Contracting Officer:

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

For the LPS:

* * *

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

CONTRACTING OFFICER:



Doug Ferguson, Elections Administrator
Burnet County, Texas

WITNESS BY MY HAND THIS THE _____ DAY OF _____, 20____.

THE LOCAL POLITICAL SUBDIVISION:

Name of Entity: _____

By: _____

Printed Name: _____

Official Capacity: _____

ATTEST: _____

JOINT ELECTION AGREEMENT 2023-2024

FOR BURNET COUNTY LOCAL POLITICAL SUBDIVISIONS

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

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

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

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

NOW THEREFORE, the LPSs agree as follows:

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

COST SHARING – NOVEMBER UNIFORM ELECTION DATE

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

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

COST SHARING – MAY UNIFORM ELECTION DATE

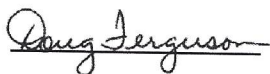
- I. The following expenses will be shared equally by all LPSs holding an election including Burnet County: the newspaper notice for the Logic and Accuracy Test of the ballots, consumable election supplies, and ballot programming.
- II. The user fees for the voting equipment, election worker payroll,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

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

APPROVED BY THE GOVERNING BODY OF _____ in its meeting held the
____ day of _____, 202_, and executed by its authorized representative.

By: _____
Name: _____
Title: _____

ACKNOWLEDGED BY:



Doug Ferguson
Elections Administrator, Burnet County, Texas

May 24, 2023

Date

DHIA Meetings

Council Sign Ups

March 23rd _____

April 27th _____

May 25th _____

June 22nd _____

July 27th Cathy Sereno

August 24th Tom King

September 28th Jim Millard

October 26th Tom King

November 16th _____

December 21st Glen Stafford

