

ORDINANCE NO. 2025-02-02

ORDERING A SPECIAL ELECTION (EXHIBIT A) TO BE HELD ON MAY 3, 2025, FOR THE PURPOSE OF ELECTING ONE (1) COUNCIL MEMBER, PLACE ONE (1) FOR A ONE (1) YEAR UNEXPIRED TERM ENDING MAY 2026; DESIGNATING LOCATIONS AND HOURS OF POLLING; ORDERING NOTICES OF ELECTION TO BE GIVEN AS PRESCRIBED BY LAW IN CONNECTION WITH SUCH ELECTION; AUTHORIZING THE MAYOR AND CITY SECRETARY TO TAKE ALL ACTIONS NECESSARY TO COMPLY WITH APPLICABLE ELECTION LAWS; AUTHORIZING EXECUTION OF AN ELECTION CONTRACT (EXHIBIT B) FOR ELECTION SERVICES; PROVIDING THE LOCATION OF THE EARLY POLLING PLACE; PROVIDING FOR NOTICE OF ELECTIONS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

TO BE HELD ON THE 3rd DAY OF MAY 2025;

WHEREAS, the City of Quinlan, Texas ("City") is a Type A general-law municipality of the State of Texas; and;

WHEREAS, Chapter 41 of the Texas Election Code provides that the first Saturday in May, being May 3, 2025, is an authorized uniform election date for municipal elections; and

WHEREAS, the Texas Election Code requires that the governing body of the City is responsible for ordering the special election of elected officials of the City; and

WHEREAS, by this Ordinance, it is the intention of the City Council to call for said election to be held on said date and establish and set forth procedures for conducting said election.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF QUINLAN, TEXAS, AS FOLLOWS.

SECTION 1. That a Special Election is hereby ordered to be held jointly with other jurisdictions as possible in and throughout the City on Saturday, May 3, 2025, for the purpose of electing one (1) Council Member, Place One (1), for a one (1) year unexpired term ending May 2026, and that notice be provided in accordance with the Code.

SECTION 2. That in accordance with Section 143.007 of the Code, any eligible and qualified person may have his/her name printed upon the official ballot as a candidate for the offices herein before set forth by filing his/her sworn application with the City Secretary not earlier than 7:30 am, February 14, 2025 and not later than 5:30 pm, March 3, 2025. Each such application shall be on a form as prescribed by Section 141.031 of the Code. The order in which the names of the candidates are to be printed on the ballot shall be determined by a drawing by the City Secretary. Notice of the time and place for such drawing shall be given in accordance with the Election Code.

SECTION 3. The City agrees to conduct a joint election with the political subdivisions designated by the County Elections Officer and the election will be conducted by the County pursuant to the terms of the election services contract between the City and the County, with

Election Day polling location(s) and times for the voters in the City to be determined by the County, along with all early voting matters, in accordance with the laws of the State of Texas.

SECTION 4. In accordance with Section 31.097 of the Texas Election Code, the following named person is hereby appointed as the Early Voting Clerk for the purpose of conducting said Election:

Jeannie Ash, Hunt County Election Administrator
Application for early voting ballots should be forwarded as follows:
Mailing Address: Jeannie Ash, Early Voting Clerk
Hunt County Voter Administration
2217A Washington St.
Greenville, TX 75401
Phone: (903) 454-5467
Email: Elections@huntcounty.net

SECTION 5. Early Voting and Voting Day shall take place during the dates and times and at voting locations as prescribed by the Hunt County Elections Administrator and the State of Texas. Early Voting by personal appearance shall be conducted at the following:

Locations:

Main: Voter Administration (Meeting Room), 2217 Washington, Greenville, 75401

Branch Location: Hunt Regional Medical Center (Hospital), 4215 Joe Ramsey Blvd E, Greenville 75401

Hours of Early Voting will be:

Tuesday – Friday, April 22nd – April 25th from 8:00am – 5:00pm

Monday – Tuesday, April 28th – April 29th from 7:00am – 7:00pm (extended hours)

SECTION 6. This election shall be held in accordance with, and shall be governed by, the elections laws of the State of Texas. The Mayor, City Secretary or City Council shall perform each act as is required to be performed, in connection with the holding and consummation of such election, and to give effect to the intent of this Ordinance and the City's election contract with the County.

SECTION 7. The official ballots for said election shall be prepared in accordance with Texas Election Code as to permit electors to vote for one (1) Council Member, Place 1 for a One (1) year unexpired term; with the ballots to contain such provision, markings, and language as required by law.

SECTION 8. All registered, qualified voters of the City shall be permitted to vote at the election. In addition, the election materials enumerated in the Texas Election Code, as amended, shall be printed in English and Spanish for use at the polling places and for early voting for the election.

SECTION 9. That the Mayor is hereby authorized to execute an Election Contract, Exhibit "B" made by and between Hunt County, Texas, acting by and through Jeannie Ash, Hunt County Elections Administrator and City of Quinlan, a governmental entity organized under the laws of the State of Texas and by the authority of Section 31.092(a) of the Texas Election Code for the conduct and supervision of the Entity's May 3, 2025 Special Election for the election of its officers.

Prescribed by Secretary of State

Sections 3.004, 3.006, 85.004, 85.007, 201.054 Texas Election Code

9/2023

ORDER OF SPECIAL ELECTION FOR MUNICIPALITIES
(ORDEN DE ELECCIÓN ESPECIAL PARA MUNICIPIOS)

An election is hereby ordered to be held on Date: 05/03/2025 for the purpose of voting on:
 (Por la presente se ordena celebrar una elección el Fecha: 05 / 03 / 2025 con el propósito de votar sobre.)

Electing One (1) Council Member for a one (1) year unexpired term to the City Council for The City of Quinlan.

Elección de un (1) miembro del consejo, Lugar lugar uno (1) por un período ininterrumpido de un (1) año para el Concejo Municipal de la ciudad de Quinlan.

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>):
Voter Administration (Meeting Room)	Tuesday – Friday, April 22nd – April 25th from 8:00am –
2217 Washington, Greenville, 75401	5:00pm
	Monday - Tuesday, April 28th – April 29th from 7:00am –
	7:00pm (extended hours)

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

Location (<i>sitio</i>):	Hours (<i>horas</i>):
Hunt Regional Medical Center	Tuesday – Friday, April 22nd – April 25th from 8:00am –
(Hospital)	5:00pm
4215 Joe Ramsey Blvd E, Greenville	Monday - Tuesday, April 28th – April 29th from 7:00am –
75401	7:00pm (extended hours)

Applications for ballot by mail shall be mailed to:
 (Las solicitudes para boletas que se votarán adelantada por correo deberán enviarse a:)

Jeannie Ash, Early Voting Clerk - Hunt County Voter Administration
 Name of Early Voting Clerk (*Nombre del Secretario/a de la Votación Adelantada*)

<u>2217A Washington St.,</u>	<u>Greenville, TX</u>	<u>75401</u>
Address (<i>Dirección</i>),	City (<i>Ciudad</i>),	Zip Code (<i>Código Postal</i>)

(903) 454-5467
 Telephone Number (*Número de teléfono*)

Elections@huntcounty.net
 Email Address (*Dirección de Correo Electrónico*)

Prescribed by Secretary of State

Sections 3.004, 3.006, 85.004, 85.007, 201.054 Texas Election Code

9/2023

<https://www.huntcounty.net/page/hunt.election>

Early Voting Clerk's Website (*Sitio web del Secretario/a de Votación Adelantada*)

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

04 / 22 / 2025

(date) (*fecha*)

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

04 / 22 / 2025

(date) (*fecha*)

PASSED AND APPROVED in a meeting of the City Council of the City of Quinlan, Texas held on the 10th day of February, 2025.

Jacky Goleman, Mayor

ATTEST

Laura Kennemer, City Secretary

SECTION 10. The City Secretary is hereby authorized to give Notice of the Election by posting a notice of election in both English and Spanish at Quinlan City Hall located at 105 W Main St., Quinlan, Texas, on the bulletin board, on the City's website not later than twenty-one (21) days prior to the date upon which the Election is to be held, and by publication of said notice at least once in the official newspaper of the City not less than ten (10) days nor more than thirty (30) days prior to the date set for the election.

SECTION 11. That should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said resolution, which shall remain in full force and effect.

SECTION 12. That this ordinance shall become effective immediately from and after its passage.

PASSED AND APPROVED in a meeting of the City Council of the City of Quinlan, Texas held on the 10th day of February, 2025.


Jacky Goleman, Mayor

ATTEST


Laura Kennemer, City Secretary

THE STATE OF TEXAS

COUNTY OF HUNT

Election Services Contract

CONTRACT FOR ELECTION SERVICES BETWEEN THE HUNT COUNTY ELECTIONS ADMINISTRATOR OFFICE AND THE CITY OF CADDO MILLS, CITY OF CAMPBELL, CITY OF CELESTE, CITY OF GREENVILLE, CITY OF JOSEPHINE, CITY OF HAWK COVE, CITY OF LONE OAK, CITY OF QUINLAN, CITY OF UNION VALLEY, CITY OF WEST TAWAKONI, CITY OF WOLFE CITY, TOWN OF NEYLANDVILLE, TOWN OF POETRY, BLAND ISD, BOLES ISD, CADDO MILLS ISD, CAMPBELL ISD, CELESTE ISD, COMMUNITY ISD, CUMBY ISD, GREENVILLE ISD, LONE OAK ISD, QUINLAN ISD, ROYSE CITY ISD, TERRELL ISD, WOLFE CITY ISD, CADDO BASIN SUD, CASH SUD, COMBINED CONSUMERS SUD, HICKORY CREEK SUD, MACBEE SUD, SHADY GROVE WATER, SUNRISE MUNICIPAL UTILITY DISTRICT, HUNT COUNTY APPRAISAL DISTRICT AND HUNT MEMORIAL HOSPITAL DISTRICT.

THIS CONTRACT made by and between Hunt County, Texas, acting by and through Jeannie Ash, Hunt County Elections Administrator, hereinafter referred to as the "Elections Administrator" and the CITY OF CADDO MILLS, CITY OF CAMPBELL, CITY OF CELESTE, CITY OF GREENVILLE, CITY OF JOSEPHINE, CITY OF HAWK COVE, CITY OF LONE OAK, CITY OF QUINLAN, CITY OF UNION VALLEY, CITY OF WEST TAWAKONI, CITY OF WOLFE CITY, TOWN OF NEYLANDVILLE, TOWN OF POETRY, BLAND ISD, BOLES ISD, CADDO MILLS ISD, CAMPBELL ISD, CELESTE ISD, COMMUNITY ISD, CUMBY ISD, GREENVILLE ISD, LONE OAK ISD, QUINLAN ISD, ROYSE CITY ISD, TERRELL ISD, WOLFE CITY ISD, CADDO BASIN SUD, CASH SUD, COMBINED CONSUMERS SUD, HICKORY CREEK SUD, MACBEE SUD, SHADY GROVE WATER, SUNRISE MUNICIPAL UTILITY DISTRICT, HUNT COUNTY APPRAISAL DISTRICT AND HUNT MEMORIAL HOSPITAL DISTRICT, a governmental entity organized under the laws of the State of Texas, hereinafter referred to as the "Entity" and by the authority of Section 31.092(a) of the Texas Election Code for the conduct and supervision of the Entity's Jurisdiction Election on May 3, 2025.

RECITALS

The Entity is holding an election for the purpose of selection of certain elected officers of the Entity and any propositions noted at the expense of the Entity on May 3, 2025.

The election precincts of the Entity, which lie within the jurisdictional limits of Hunt County (the "County"), have been established and may be re-established by the Entity as its election precincts pursuant to Section 42.061 of the Texas Election Code.

The County owns an electronic voting system which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and the Entity desires to use the County's electronic voting system in its election and to compensate the County for such use.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, **IT IS AGREED** as follows:

I. ADMINISTRATION

The Hunt County Elections Administrator shall assist, coordinate, supervise, and handle all aspects of administering the election as provided in this Contract in a manner consistent with all relevant law, codes, rules 3.9d regulations, including, without limitations, those functions set forth in Exhibit A1. The Entity agrees to pay Hunt County Elections Administrator for equipment, supplies, services, and administrative costs as provided in this Contract. The Hunt County Elections Administrator shall serve as the administrator for the election; however, the Entity shall remain responsible for the lawful conduct of its election including, without limitation, those functions reserved to the Entity and set forth in Exhibit A2 and any functions which cannot be lawfully delegated to the Hunt County Elections Administrator. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of the Entity; however, it shall be the responsibility of the Entity to obtain whatever legal opinions it deems necessary, from the Entity's chosen legal counsel and at the Entity's sole cost and expense. The Hunt County Elections Administrator will not provide legal advice to the Entity.

II. LEGAL DOCUMENTS

The Entity shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or its governing bodies.

Preparation of the necessary bilingual materials for notices and the language of the official ballot shall also be the responsibility of the Entity. The Entity shall provide a copy of its election order and notice to the Hunt County Elections Administrator not later than sixty (60) days before the election, as provided for by Section 4.008 of the Texas Election Code.

The Entity shall be responsible for making the submission, if any is required or desired, to the United States Department of Justice, pursuant to the Voting Rights Act of 1965, as amended.

III. VOTING LOCATIONS

It is agreed that Election Day voting shall be held at the locations shown in the Election Order and Notice duly adopted by the Entity. In the event that any of these voting locations are not available, the Elections Administrator will arrange for use of an alternate location with the approval of the Entity and at the Entity's expense.

This Contract shall be deemed an agreement for a joint election with other governmental units in Hunt County holding an election on the same day in all or part of the same territory and whose governing bodies have authorized said joint election by order, resolution or other official action.

IV. ELECTION JUDGES, CLERKS AND OTHER ELECTION PERSONNEL

Hunt County shall be responsible for the initial selection of the presiding election judges and

alternate election judges for the Entity's election. The Elections Administrator shall provide to the Entity a list of presiding judges and alternate judges for its election who shall be appointed by the Entity as required by law.

The Elections Administrator shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code and will take the necessary steps to ensure that all election judges appointed for the Entity's election are eligible to serve.

The Elections Administrator shall arrange for the training and compensation of all election judges and clerks. The Elections Administrator shall arrange for the date, time, and place for presiding election judges to pick up their election supplies. Each presiding election judge will be sent a letter (not later than the 15th day before election day, as required by Section 4.007 of the Texas Election Code) by the Elections Administrator notifying him of his appointment, the time and location of distribution of election supplies, and the number of election clerks that the presiding judge may appoint, including the required number of bilingual clerks.

Each Presiding Election Judge and Election Clerk will receive \$15 per hour for a maximum of 15 hours. The Presiding Election Judge or Election Clerk will receive an additional \$25 as flat-rate compensation for delivering election returns and supplies to the Hunt County Elections Administrator's Office after the polls close. Election judges, alternate judges and clerks will receive \$60 for attending the election school.

It is agreed by the Entity that at all times and for all purposes hereunder, all election judges, clerks, and all other employees involved in this election are independent Contractors and are not employees or agents of Hunt County or the Entity. No statement contained in this Contract shall be construed so as to find any judge, clerk, or any other election personnel an employee or agent of the County or the Entity, and all election personnel shall be entitled to none of the rights, privileges, or benefits of County employees or Entity employees except as otherwise may be stated herein, nor shall any election personnel hold himself out as an employee or agent of the County or the Entity, unless considered a County or Entity employee as determined by the policies of Hunt County or the Entity.

V. SUPPLIES AND PRINTING

The Elections Administrator shall arrange for the use of the electronic voting machines and supporting supplies and equipment and all other election supplies and related printing including, but not limited to, official ballots, sample ballots, ballot boxes, voter registration lists, and all forms, signs, maps and other materials used by the election workers at the Early Voting and Election Day voting locations.

The Entity shall furnish to the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner in which the names or proposition(s) are to appear on the official ballot (including bilingual titles and text). This list shall be delivered to the Elections Administrator as soon as possible after the Entity has determined ballot positions. The Entity shall be responsible for proofreading and approving the official ballot before printing as well as approving the ballot screen prompts and audio recordings for the electronic voting devices in both English and Spanish.

VI. EARLY VOTING

The Entity agrees that the Election Administrator shall serve as the Early Voting Clerk in accordance with Section 31.097 of the Texas Election Code and agrees to designate the Office of the Elections Administrator as the main Early Voting polling location. The Entity also agrees that the Elections Administrator's permanent county employees, during regular office hours, shall serve as deputy early voting clerks, without additional compensation; and that the Elections Administrator may appoint other deputy early voting clerks to assist in the conduct of early voting as necessary.

It is agreed that Early Voting by personal appearance will be held at the locations, times and days as determined by the Election Administrator. In the event that any of these voting locations are not available, the Elections Administrator will arrange for use of an alternate location with the approval of the Entity and at the Entity's expense.

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Requests for early voting ballots to be voted by mail received by the Entity shall be forwarded immediately to the Elections Administrator for processing. Persons voting by mail will send their marked ballots to the Elections Administrator's Office.

Pursuant to Section 84.007 (b) of the Texas Election Code, as the Early Voting Clerk, the Elections Administrator shall also accept submission of applications for ballot by mail by electronic submission. Persons wishing to apply by electronic transmission must email their scanned application containing an original signature to the following address: jash@huntcounty.net

The Elections Administrator will be responsible for payment to all parties who have provided services, supplies and voting locations for the election. A contracting Entity shall not be liable to any third party by default of the Elections Administrator's Office in connection with holding the election, including failure by Hunt County or its Elections Administrator's Office to pay for services, supplies and voting locations for this election.

The Elections Administrator's Office will set the dates for early voting to be:

Tuesday, April 22 – Friday, April 25, 2025 from 8:00 am – 5:00 pm *and*
Monday, April 28 - Tuesday, April 29, 2025 from 7:00 am – 7:00 pm

If a run-off is required by any contracting Entity that election date will be:

Saturday, June 7, 2025 from 7:00am – 7:00pm

VII. EARLY VOTING BALLOT BOARD

An Early Voting Ballot Board shall be created to process early voting results from the Entity's election. The Elections Administrator shall appoint the Presiding Judge of the Early Voting Ballot Board. The Presiding Judge, with the assistance of the Elections Administrator, shall appoint two or more additional members to constitute the Early Voting Ballot Board members to efficiently process the early voting ballots.

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

The Elections Administrator shall be responsible for establishing and operating the Central Counting Station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this Contract.

The Entity hereby appoints the following central counting station officials in accordance with Sections 127.002 and 127.005 of the Texas Election Code:

Counting Station Manager:	Jeannie Ash, Elections Administrator
Tabulation Supervisor:	Brenda Weston
Presiding Judge:	Larry Mayo

The Elections Administrator or her representative shall deliver timely cumulative reports of the election results as precincts report to the Central Counting Station and are tabulated. The Election Administrator shall be responsible for providing cumulative totals and precinct returns from the election to the Entity, prior to releasing the information to the candidates, press, or general public, by distribution of hard copies at the Central Counting Station or electronic transmittals by facsimile (when so requested.)

IX. ELECTION RESULTS

The Elections Administrator will prepare the unofficial canvass reports after all ballots have been counted and will deliver a copy of the unofficial canvass to the Entity as soon as possible after all returns have been tabulated, but in no event later than 5:00 p.m. of the seventh day following the election date. The Entity shall be responsible for the official canvass of its election.

The Elections Administrator shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to the Entity and the Secretary of State's Office.

X. ELECTION EXPENSE AND ALLOCATION OF COSTS

The Entity agrees to reimburse Hunt County for the actual costs of administering its election including, but not limited to, the actual costs of supplies, printing, programming, personnel, and polling place rental fees. The Entity agrees to reimburse Hunt County for overtime wages and benefits paid to the permanent employees of The Elections Administrator for Contractual duties performed outside the normal business hours of Hunt County in accordance with Section 31.100(e) of the Texas Election Code. The Entity further agrees to pay Hunt County an administrative fee equal to ten percent (10%) of its total billable costs in accordance with Section 31.100(d) of the Texas Election Code. The fee may not be less than \$75.00.

XI. TERMINATION

The Elections Administrator's Office and each contracting Entity each have the right to terminate this agreement at any time upon written notice to the other party with payment of all outstanding bills for election services incurred prior to the date of the notice. In no case will a contract be terminated less than sixty (60) days prior to an election or after receipt of the below mentioned partial payment as discussed in paragraph XVIII.

XII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

The Entity may withdraw from this Contract should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code.

XIII. RECORDS OF THE ELECTION

The Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the election as authorized by Section 31.043 of the Texas Election Code.

Access to the election records shall be available to the Entity as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the Elections Administrator, who shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. **It is the responsibility of the Entity to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation, or open records request which may be filed with the Entity.**

The Elections Administrator shall notify the Entity of the planned destruction of any records of the election prior to the record's destruction.

XIV. SPECIAL ELECTIONS

The Entity understands and agrees that the cost estimates provided within this contract are for the Entity's general election and that any special election(s) called may increase the cost of the election.

XV. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. The Entity agrees that any recount shall take place at the offices of the Elections Administrator, and that the Elections Administrator shall serve as Recount Supervisor and the official of the Entity performing the duties of a secretary under the Texas Election Code, or its lawful designee, shall serve as Recount Coordinator.

The Elections Administrator agrees to provide advisory services to the Entity as necessary

to conduct a proper recount.

XVI. COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT

The Elections Administrator will assist the Entity in securing adequate polling places, rent free if available; however, it is the responsibility of the Entity to ensure that the polling places comply with current accessibility standards as set forth in the Americans With Disabilities Act and any state or local laws or ordinances. Accessibility compliance shall be at the Entity's expense. In the event that compliance cannot be achieved, the Entity agrees to indemnify the Elections Administrator and Hunt County, Texas from any resulting liability, whether civil or criminal.

XVII. MISCELLANEOUS PROVISIONS

- (37030) It is understood that to the extent space is available, that other political subdivisions may wish to participate in the use of the County's election equipment, and it is agreed that the Elections Administrator may contract with such other political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.
- (37031) The Elections Administrator shall file copies of this document with the Hunt County Treasurer and the Hunt County Auditor in accordance with Section 31.099 of the Texas Elections Code.
- (37032) In the event that legal action is filed challenging the Entity's election, each party hereto shall defend its own actions, officials, and employees. If it is determined that the actions of the Entity resulted in legal action against Hunt County or the Hunt County Elections Administrator or any additional election personnel, then the Entity shall provide, at its own expense, legal representation for the County, the Elections Administrator, and additional election personnel as necessary save and except in any instance whereby an unlawful or otherwise improper act or omission of the Count, the Election Administrator or another Entity participating in the election has precipitated such legal action.
- (37033) The County and the Entity agree that under the Constitution and laws of the State of Texas, neither the County nor the Entity can enter into an agreement whereby either party agrees to indemnify or hold harmless another party; therefore, all references of any kind, if any, to indemnifying or holding or saving harmless for any reason are hereby deleted.
- (37034) This Contract shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hunt County, Texas.

(37035) In the event one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

(37036) All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.

(37037) The waiver by any party of a breach of any provision of this Contract shall not operate as or be construed as a waiver of any subsequent breach.

(37038) Any amendment of this Contract shall be of no effect unless in writing and signed by all parties hereto.

XVIII. COST ESTIMATES AND DEPOSIT OF FUNDS

The estimated cost for such services will be computed by the Elections Administrator and delivered to each contracting Entity within sixty (60) days prior to the election. Each contracting Entity shall pay the Elections Administrator twenty-five (25) percent of the total cost within ten (10) days after ordering the election, and no more than forty-five (45) days prior to the election, as partial payment for contract election services. After the date of the election and completion of all duties required by the Elections Administrator, the Elections Administrator shall then compute the final statement for all services rendered, together with administrative fees, less any partial payments and bill each contracting Entity, as applicable, such sum. Each contracting Entity shall be responsible for paying this amount within thirty (30) days from the date of billing. **It is understood by the Entity that the actual expenses for this election may exceed the estimate. It is further understood by the Entity that this estimate is based on the participation of other Entities in this election. If one or more of these other Entities chooses not to participate, or if they cancel their election as allowed by law, their share of the total election expenses will be distributed among the other participating Entities.** In the event that the Entity disputes any portion of the charges, fees or costs payable under this Contract, the Entity agrees to promptly pay the undisputed amounts when due.

XIX. MODIFICATION OF ESTIMATED COSTS FOR ELECTION

The Estimated Costs of Election attached to this agreement may be modified once a year, upon agreement of both the Elections Office and each contracting Entity.

Signatures of the Elections Office Administrator and the Entity Official on the modified costs shall evidence such modification.

XX. JOINT ELECTIONS

Each contracting Entity agrees to jointly hold an election, if necessary, with another contracting Entity such as City, School, Hospital, etc.

XXI. EXPRESS AUTHORITY REPRESENTED

Each person signing below acknowledges their signature as acting on behalf of the Entity they represent.

XXII. WITHDRAWAL

If a contracting Entity certifies their election in accordance with §2.051, 2.052, and 2.053 of the Texas Election Code, they may withdraw from this contract by informing the Elections Office in writing.

EXHIBIT AI

Functions Delegated to the Hunt County Elections Administrator

1. Arrange for the notification, including writs of Election, training, and compensation for all presiding judges and alternate judges.
2. Provide training of all election workers and personnel.
3. Provide training materials for each election worker.
4. The Elections Administrator will be responsible for notifying each election judge and alternate judge of his or her appointment and for determining the number of clerks or other election workers authorized to work at each voting location.
5. Arrange for the use and compensation of polling locations.
6. Pay cost of election judges and clerks: Each election judge and clerk will receive \$15 per hour (for a maximum of 15 hours). The election judge or his designated clerk will receive an additional \$25 for delivering election returns and supplies to the Elections Administrator's Office after the polls close. Election judges, alternate judges and clerks will receive \$60 for attending the election school. (See attached Estimated Costs for Election).
7. Procure, prepare, proof, and distribute ballots. (See attached Estimated Costs for Election).
8. Procure, prepare, and distribute election judge kits. (See attached Estimated Costs for Election).
9. Prepare the list of registered voters to be used in conducting the election at no cost.
10. Conduct the testing of the electronic tabulation equipment if this equipment will be used.
11. Supervise the handling and disposition of election returns, voted ballots, and tabulate unofficial returns and assist in preparing the tabulation for the official canvass. (See attached Estimated Costs for Election).
12. Provide at no cost for the storage of election records as provided by law.
13. Provide at no cost, copies of all invoices received by the Elections Administrator's Office for payment of services or supplies of which each contracting Jurisdiction, as applicable, is to reimburse the Elections Office for payment.
14. Supervise the conduct of early voting in person and by mail and supply personnel to serve as deputy early voting clerks. (See attached Estimated Costs for Elections).
15. All requests for early voting ballots by mail that are received by each contracting Jurisdiction will be transported by the Jurisdiction on the day of receipt to the Elections Office for processing. Persons voting by mail will send their marked ballots to the Elections Office. (See attached Estimated Costs for Election).
16. An Early Voting Ballot Board appointed by the Elections Office will prepare all early voting ballots (those cast by mail and those cast by personal appearance) for count. (See attached Estimated Costs for Elections).
17. Hire and train early voting ballot board central count personnel.
18. The Elections Office will be responsible for payment to all parties who have provided services, supplies and voting locations for the election. A contracting Jurisdiction shall not be liable to any third parties by default of the Elections Office in connection with holding the election, including failure by Hunt County or its Elections Office to pay for services, supplies and voting locations for this election.
19. Set the dates required by Entities to be open for two (2) twelve-hour days during early voting, which will benefit the other contracting Jurisdictions for hours available for early vote.
20. The Elections Office will be responsible for delivering and picking up voting equipment.
21. The Elections Office will be responsible for the handling of mail in ballots.
22. The Elections Office will be responsible for tabulating votes.

23. The Elections Office will be responsible for programming ballots.
24. The Elections Office will be responsible for providing phone bank workers (early voting and Election Day).
25. The Elections Office will assist with the translations of orders, notices, and submissions (entities will be charged actual cost).
26. The Elections Office will be responsible for programming and predefining Early Voting and Election Day equipment.
27. The Elections Office will be responsible for Logic and Accuracy Testing.
28. The Elections Office will be responsible for Public Testing.
29. The Elections Office will be responsible for compiling and mailing writs and orders of the election to the Presiding Judge and Alternate Judge of each precinct.
30. The Elections Administrator will prepare the unofficial tabulation report after all precincts have been counted and will provide a report to each Jurisdiction as soon as possible after all returns have been tabulated either by e-mail or by phone, as agreed by each Jurisdiction. Each Jurisdiction will be responsible for the official canvass of its elections. (See attached Estimated Costs for Election).

EXHIBIT A2

Functions Reserved to the Entity.

1. Accept valid applications.
2. Will provide Candidate Names and/or and Measures for ballot.
3. Will provide order of Candidates and/or Measures.
4. Translate ballot unless entity ask for assistance.
5. Will provide an ADA compliant facility.
6. Will publish all legal notices and documents that are required by law in English and Spanish.
7. Preparation of election orders, resolutions, notices and other pertinent documents for adoption or execution by the appropriate office or body.
8. Posting or publication of election notices.
9. Deliver the names of the candidates, candidate order, and official wording and spelling that is to be used for the ballot as soon as possible, but no later than the day after closing of candidate filing deadline, after the order of the ballot is determined during a drawing to be held by the Entity.
10. Pay any additional costs incurred by the Elections Office if a recount for the election is required, or the election is contested in any manner by a contracting Jurisdiction as applicable.
11. Provide services as listed in Sec. 31.096 of the Texas ElectionCode. (Accept applications from candidates).
12. Provide to the Elections Office a copy of the election notices and orders and any Department of Justice submissions.
13. Provide to the Secretary of State a precinct-by-precinct report of the election returns in an electronic format.

IN WITNESS WHEREOF, the parties hereto have made and entered into this agreement

this day of , 202

/S/ Jeannie Ash

Jeannie Ash,
Hunt County Elections Administrator

Mayor, Town of Neylandville

/S/ Jeannie Ash

Jeannie Ash,
Hunt County Elections Administrator

Mayor, Town of Poetry

/S/ Jeannie Ash

Jeannie Ash,
Hunt County Elections Administrator

Superintendent, Bland I.S.D.

/S/ Jeannie Ash

Jeannie Ash,
Hunt County Elections Administrator

Superintendent, Boles Home I.S.D.

/S/ Jeannie Ash

Jeannie Ash,
Hunt County Elections Administrator

Superintendent, Caddo Mills I.S.D.

/S/ Jeannie Ash

Jeannie Ash,
Hunt County Elections Administrator

Superintendent, Campbell I.S.D.

/S/ Jeannie Ash

Jeannie Ash,
Hunt County Elections Administrator

Superintendent, Celeste I.S.D.

/S/ Jeannie Ash

Jeannie Ash,
Hunt County Elections Administrator

Superintendent, Community I.S.D.

/S/ Jeannie Ash

Jeannie Ash,
Hunt County Elections Administrator

Superintendent, Cumby I.S.D.

/S/ Jeannie Ash

Jeannie Ash,
Hunt County Elections Administrator

Superintendent, Greenville I.S.D.

/S/ Jeannie Ash

Jeannie Ash,
Hunt County Elections Administrator

Superintendent, Lone Oak, I.S.D.

IN WITNESS WHEREOF, the parties hereto have made and entered into this agreement
this 10 day of February, 2025.

/S/ Jeannie Ash
Jeannie Ash,
Hunt County Elections Administrator

Mayor, City of Caddo Mills, TX

/S/ Jeannie Ash
Jeannie Ash,
Hunt County Elections Administrator

Mayor, City of Campbell, TX

/S/ Jeannie Ash
Jeannie Ash,
Hunt County Elections Administrator

Mayor, City of Celeste, TX

/S/ Jeannie Ash
Jeannie Ash,
Hunt County Elections Administrator

Mayor, City of Greenville, TX

/S/ Jeannie Ash
Jeannie Ash,
Hunt County Elections Administrator

Mayor, City of Hawk Cove, TX

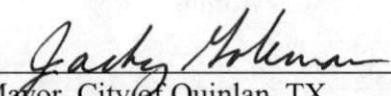
/S/ Jeannie Ash
Jeannie Ash,
Hunt County Elections Administrator

Mayor, City of Josephine, TX

/S/ Jeannie Ash
Jeannie Ash,
Hunt County Elections Administrator

Mayor, City of Lone Oak, TX

/S/ Jeannie Ash
Jeannie Ash,
Hunt County Elections Administrator



Mayor, City of Quinlan, TX

/S/ Jeannie Ash
Jeannie Ash,
Hunt County Elections Administrator

Mayor, City of Union Valley, TX

/S/ Jeannie Ash
Jeannie Ash,
Hunt County Elections Administrator

Mayor, City of West Tawakoni, TX

/S/ Jeannie Ash
Jeannie Ash,
Hunt County Elections Administrator

Mayor, City of Wolfe City, TX

IN WITNESS WHEREOF, the parties hereto have made and entered into this agreement
this day of , 2025.

/S/ Jeannie Ash
Jeannie Ash,
Hunt County Elections Administrator

Superintendent, Quinlan I.S.D.

/S/ Jeannie Ash
Jeannie Ash,
Hunt County Elections Administrator

Superintendent, Royse City I.S.D.

/S/ Jeannie Ash
Jeannie Ash,
Hunt County Elections Administrator

Superintendent, Terrell I.S.D.

/S/ Jeannie Ash
Jeannie Ash,
Hunt County Elections Administrator

Superintendent, Wolfe City I.S.D.

/S/ Jeannie Ash
Jeannie Ash,
Hunt County Elections Administrator

Board President, Caddo Basin S.U.D.

/S/ Jeannie Ash
Jeannie Ash,
Hunt County Elections Administrator

Board President, Cash S.U.D.

/S/ Jeannie Ash
Jeannie Ash,
Hunt County Elections Administrator

Board Pres., Combined Consumers S.U.D.

/S/ Jeannie Ash
Jeannie Ash,
Hunt County Elections Administrator

Board President, Hickory Creek S.U.D.

/S/ Jeannie Ash
Jeannie Ash,
Hunt County Elections Administrator

Board President, Macbee S.U.D.

/S/ Jeannie Ash
Jeannie Ash,
Hunt County Elections Administrator

Board President, Shady Grove S.U.D.

/S/ Jeannie Ash
Jeannie Ash,
Hunt County Elections Administrator

CEO, Hunt Memorial Hospital Dist.

/S/ Jeannie Ash
Jeannie Ash,
Hunt County Elections Administrator

President, Hunt County Appraisal Dist.



City Council Agenda Item Report

Item VI – G

Meeting Date February 10, 2025

Item Contact Laura Kennemer, City Secretary
lkennemer@cityofquinlan.net
(903) 356-3306

Subject: Consideration and possible action on an Ordinance, ordering a special election for the purpose of electing one (1) Council Member, Place 1 for a one (1) year unexpired term, to be held on the 3rd day of May 2025, authorizing execution of an election services contract with the Hunt County Elections Administrator; providing the location of the polling place; providing for the notice of elections', providing for a repealing clause; providing for a severability clause; providing for an effective date; and, ordaining other related matters.

1. Background/History

City Ordinance is required for the city to Order the May 3, 2025 Special Election.

2. Findings/Current Activity

A resignation was received by the City Secretary, on January 16, 2025 for Place 1 – Dwayne Bowman.

City Council will need to call for a Special Election in order to fill a vacancy for Place 1, unexpired term, until May 2026.

3. Financial Impact

City Staff believes this will have no impact on the City of Quinlan budget.

4. Recommendations

City Staff recommends approving this ordinance, ordering a special election for City Council Place 1.