

**AGENDA PLACEMENT FORM**

(Submission Deadline – Monday, 5:00 PM before Regular Court Meetings)

Date: 8-18-2025

Meeting Date: 8-25-2025

Submitted By: Joy Adams

Department: Elections

Signature of Elected Official/Department Head:

Joy Adams

<b>Court Decision:</b> <small>This section to be completed by County Judge's Office</small>
 <b>8/25/2025</b>

**Description:**

Consider approval for the Election Agreement between Johnson County and the Southard Farm MUD No. 2 of Johnson County for the November 4, 2025 Election.

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(May attach additional sheets if necessary)

Person to Present: Joy Adams

(Presenter must be present for the item unless the item is on the Consent Agenda)

Supporting Documentation: (check one)     PUBLIC     CONFIDENTIAL

(PUBLIC documentation may be made available to the public prior to the Meeting)

Estimated Length of Presentation: 3 minutes

Session Requested: (check one)

Action Item     Consent     Workshop     Executive     Other \_\_\_\_\_

Check All Departments That Have Been Notified:

County Attorney     IT     Purchasing     Auditor

Personnel     Public Works     Facilities Management

Other Department/Official (list) \_\_\_\_\_

**Please List All External Persons Who Need a Copy of Signed Documents  
In Your Submission Email**

**ELECTION AGREEMENT**  
**FOR JOHNSON COUNTY AND SOUTHARD FARM MUD NO. 2 OF**  
**JOHNSON COUNTY**  
**NOVEMBER 4, 2025**

THIS AGREEMENT is made and entered into this 5<sup>th</sup> day of August 2025, by and between the COUNTY OF JOHNSON, TEXAS, acting by and through the Johnson County Elections Administrator (hereinafter referred to as "COUNTY") and SOUTHARD FARM MUD NO. 2 OF JOHNSON COUNTY, acting by and through its designee (hereinafter referred to as "SPECIAL DISTRICT").

WHEREAS, the COUNTY will be conducting the "SPECIAL DISTRICT" General/Special Election on November 4, 2025, for registered voters of Johnson County, Texas residing within Special District; and

WHEREAS, pursuant to Sec. 31.093, Texas Elections Code, the County Elections Administrator is required to enter a contract with SPECIAL DISTRICT to conduct and furnish election services for November 4, 2025, General/Special Election of SPECIAL DISTRICT: and

WHEREAS, SPECIAL DISTRICT desires that the Johnson County Elections Administrator conduct and coordinate this election; NOW THEREFORE,

FOR AND IN CONSIDERATION of the mutual project referenced herein, the parties hereto agree to hold an election on November 4, 2025, from 7:00 a.m. until 7:00 p.m., in accordance with Section 271.002, Texas Election Code, and that said election to be conducted pursuant to the terms of this agreement.

**I. AGREEMENT**

**GENERAL TERMS:**

- 1.01 On November 4, 2025, the election shall be held from 7:00 AM until 7:00 PM, that day, at the location listed on Exhibit B.
- 1.02 The political subdivision participating in the election on November 4, 2025, shall have and use the election Judges and ES&S Express Vote voting equipment.

## **II. JOHNSON COUNTY**

**2.01** The COUNTY agrees to coordinate, supervise, and conduct the Election, pursuant to the provisions of the Texas Election Code unless specifically provided otherwise in this Agreement with the understanding that the Election is only for the registered voters of Johnson County, Texas residing within the SPECIAL DISTRICT.

**2.02** The Elections Administrator shall perform the following duties:

- a. Designate voting locations and contact the owners or custodians of public (or if unavailable, private) buildings and arrange for their use. Such voting locations shall be furnished to SPECIAL DISTRICT as soon as possible.
- b. Appoint, notify with the writ of election, and train the presiding judges and alternate judges and clerks.
- c. Compensate election judges, alternate judges and clerks.
- d. Transport voting equipment to and from each polling location.
- e. Rent, if necessary, voting locations.
- f. Provide the election judges with lists of registered voters.
- g. Preparation of programs and test materials for tabulation of the ballots to be used with electronic voting equipment in accordance with the provisions of the Texas Election Code and of this Agreement.
- h. Publish notice of the date, time, and place of the testing of the electronic tabulation equipment and conduct such testing.

## **III. EARLY VOTING AND ELECTION DAY VOTING**

**3.01** Early Voting by Personal Appearance

- a. The Elections Administrator, Joy Adams, shall serve as Early Voting Judge for the SPECIAL DISTRICT General/Special Election and other judges and clerks shall be appointed by her as needed.

- b. **Early Voting by personal appearance shall be conducted at the locations listed on Exhibit A.**
- c. **Early Voting by personal appearance will begin on October 20, 2025, and will end on October 31, 2025, there will be early voting on Saturday. There will be no early voting on Sunday, or legal holidays, unless otherwise agreed to by the parties.**
- d. **Temporary extended hours at those sites listed as in sec: 85.005 of the Election Code.**

**3.02 Early Voting by Mail:**

- a. **The COUNTY shall be responsible for early voting ballot requests by mail.**
- b. **The SPECIAL DISTRICT shall forward any requests by mail applications to the COUNTY.**
- c. **The COUNTY shall be responsible for all preparation of mail ballots including mailing ballots to voters.**

**3.03 The Ballot Board Judge for the SPECIAL DISTRICT shall be designated by the COUNTY. The Early Voting Ballot Board's duties will include:**

- (1) **Serve as Signature Verification Committee**
- (2) **Prepare the mail ballots for tabulation.**
- (3) **Convene to count provisional ballots and late ballots from out of the country, if any. (9<sup>th</sup> day after Election Day).**

**3.04 Election Day Voting:**

**The COUNTY shall be responsible for the following:**

- a. **Procure, prepare, and distribute supplies and the ES&S Express Vote and other election equipment for personal appearance on Election Day.**
- b. **Procure, prepare, and distribute Election Day supplies, tables, chairs if needed, and equipment, including ballots.**
- c. **Supervise the handling and disposition of election returns, tabulate unofficial returns, and assist in preparing the tabulation for the official canvass.**

- d. Prepare the canvass report after all precincts have been counted and make available a copy of the appropriate part of the tabulation report.
  - e. Conduct the manual count.
- 3.05 Serve as custodian of election records and store election records as provided by Section 66.058 of the Texas Election Code for a period of 22 months.

#### **IV. SPECIAL DISTRICT**

The SPECIAL DISTRICT shall have the following responsibilities in conducting this election on November 4, 2025.

- 4.01 Prepare any election orders, resolutions, notices, writ of election, and other pertinent documents for adoption for execution by the appropriate officer; and take all actions required by law for calling the election, handling contests, canvassing the returns, and declaring the results of the election.
- 4.02 Prepare and publish information for the required election notice.
- 4.03 Deliver to the Elections Administrator the official wording, including Spanish translation, to be printed on the optical scan ballot. All documents must be delivered to the County Elections office by the 18th day of August 2025
- 4.04 Approve final optical scan ballot wording for content, form, and spelling.
- 4.05 Prepare and publish the Notice of Election, which is the required and described method of giving notice in accordance with the Texas Election Code (Sec 4.003(a) (1).
- 4.06 Provide maps and other reference guides.
- 4.07 Assist the Election Administrator with providing Election Personnel.
- 4.08 Pursuant to Texas Election Code Sec. 67.003, canvass the official results between the 3<sup>rd</sup> and 11<sup>th</sup> day following the election.

## **V. PAYMENT FOR SERVICES**

- 5.01 In consideration for the services and expenses provided by the County for conducting this election, the County shall be reimbursed for the optical scan ballots, ballot layout, media, coding the ES&S Express Vote equipment, DS950 tabulator, voting supplies, Election Judges, Clerks, Central Count, Ballot Board, a 10 % administration fee, and any other expenses listed on Exhibit C.
- 5.02 Should a recount be required, those costs associated with the recount, if any, shall be in accordance with the provisions of the Texas Election Code.
- 5.03 The official for parties to contact for all purposes shall be listed at the end of the Agreement. All notices and other deliveries under the Agreement shall be delivered to said individual so listed.

## **VI. RUN-OFF ELECTION**

- 6.01 In the event there is a run-off election, this Agreement shall be extended for the time necessary to conduct the run-off election and the SPECIAL DISTRICT and COUNTY agree to continue to perform their respective responsibilities as set forth in this Agreement as are applicable to a run-off election. SPECIAL DISTRICT will be responsible for all additional costs associated with the run-off election incurred by COUNTY. Any additional costs owed to COUNTY by SPECIAL DISTRICT will be invoiced by COUNTY and SPECIAL DISTRICT agrees to pay said invoiced amount within thirty (30) days of receipt of the invoice from COUNTY.

## **VII. TERMINATION IF ELECTION IS CANCELED**

- 7.01 In the event that the election is canceled due to all candidates being unopposed, County and SPECIAL DISTRICT agree that this Agreement will be terminated, and SPECIAL DISTRICT will owe a cancellation fee of \$75.00 to be paid by SPECIAL DISTRICT within thirty (30) days of said cancellation.

**ACCEPTANCE:**

On behalf of Johnson County Elections Administration, I hereby accept the terms of the Agreement.

Signed the 25<sup>th</sup> day of August, 2025.



Joy Adams  
Elections Administrator  
Johnson County, Texas

On behalf of the Southard Farm MUD No. 2 of Johnson County, I hereby accept the terms of this Agreement.

Signed the 12<sup>th</sup> day of August, 2025.



Southard Farm MUD No. 2 of Johnson County  
Print Name: Amanda Scott

IN WITNESS WHEREOF, the above Agreement was adopted at a meeting of the Commissioner's Court of Johnson County on the 25<sup>th</sup> day of August, 2025.

COUNTY OF JOHNSON



County Judge  
Johnson County Commissioners  
Court

**Officials for notice:**

Joy Adams  
Elections Administrator  
Johnson County  
P.O. Box 895  
Cleburne, Texas 76033

Jake W. Burton  
Coats/Rose  
16000 North Dallas Parkway, Suite 350  
Dallas, Texas 75248

Southard Farm of Johnson County  
MUD No.2 Special Election  
November 4, 2025  
Early Voting Locations

*(Elecciones especial del MUD N.º 2 del condado de Johnson de Southard Farm  
4 de noviembre del 2025 ubicaciones de votación anticipada)*

October 20, 2025, through October 31, 2025, is the period for early voting by personal appearance (Sec. 85.001). Any voter qualified to vote in November 4, 2025, Southard Farm of Johnson County MUD No. 2 Special Election is eligible for early voting by personal appearance.

Monday, October 20, 2025 - Friday, October 24, 2025; hours: 8:00 am until 5:00 pm

Monday, October 27, 2025 - Wednesday, October 29, 2025; hours: 8:00 am until 5:00 pm

Thursday, October 30, 2025 – Friday, October 31, 2025; hours: 7:00 am until 7:00 pm

*(Del 23 de octubre del 2025 al 31 de octubre del 2025 es el período para la votación anticipada por*

*aparición personal (Sec. 85.001). Cualquier votante calificado para votar en las elecciones especial del MUD N.º 2*

*condado del Johnson de Southard Farm del 4 de noviembre del 2025 es elegible para la votación anticipada en aparición personal.*

*lunes, 20 de octubre del 2025 – viernes, 24 de octubre, del 2025; horas: de 8:00 am a 5:00 pm*

*lunes, 27 de octubre del 2025 – miércoles, 29 de octubre, del 2025; horas: de 8:00 am a 5:00 pm*

*jueves, 30 de octubre del 2025 - viernes, 31 de octubre, del 2025; horas: 7:00 am a 7:00 pm)*

**Hours for additional weekend early voting will be extended at all early voting locations to include:**

**Saturday October 25, 2025, 8:00 am to 4:00 pm.**

*(Las horas adicionales para la votación adelantada durante el fin de semana serán extendidas en todas las esta-*

*ubicaciones para votación adelantada incluyendo:*

*sábado, 25 de octubre del 2025, 8:00 am hasta 4:00 pm)*

**Voters may choose to vote in any one of the below locations regardless of where they reside in Johnson County.**

*(Los votantes pueden elegir votar en cualquiera de las siguientes lugares, independientemente de dónde residen en el condado de Johnson).*

<b>Comm. Pct. 1:</b>	<b>Johnson County Elections</b>
<b>Main:</b>	<i>(Elecciones del condado de Johnson)</i>
<i>(Comisario, Recinto 1 )</i>	103 S. Walnut St.
<i>(Primario)</i>	Cleburne, Texas 76033
<b>Comm. Pct. 2:</b>	<b>Burleson Sub-Courthouse</b>
<i>(Comisario, Recinto 2)</i>	<i>(Tribunal secundario de Burleson)</i>
	247 Elk Dr. Rm. 212
	Burleson, Texas 76028
<b>Comm. Pct. 3:</b>	<b>Alvarado Sub-Courthouse</b>
<i>(Comisario, Recinto 3)</i>	<i>(Tribunal secundario de Alvarado)</i>
	206 N. Baugh St.
	Alvarado, Texas 76009
<b>Comm. Pct. 3:</b>	<b>Pct. 3 Maintenance Facility</b>
<i>(Comisario, Recinto 3)</i>	<i>(Instalación de mantenimiento del Pct. 3)</i>
	10420 E. FM 917
	Alvarado, Texas 76009
<b>Comm. Pct. 4:</b>	<b>Keene City Hall</b>
<i>(Comisario, Recinto 4)</i>	<i>(Ayuntamiento de Keene)</i>
	1000 N. Old Betsy Rd.
	Cleburne, Texas 76031

**Sec. 85.062 Texas Election Code**

(21)The Commissioners court of a county with a population of 120,000 or more but less than 400,000 shall establish one or more early voting polling places other than the main early voting polling place in each Commissioners precinct containing territory covered by the election.

Southard Farm MUD No. 2  
of Johnson County  
Special Election  
November 4, 2025  
7:00 am -7:00 pm  
Election Day Location

*(Elecciones especial de la MUD N.º 2 del condado de Johnson de Southard Farm  
4 de noviembre del 2025 7:00 a.m. a 7:00 p.m. lugar de las elecciones)*

<b>Voting Pct.</b>	<b>Name &amp; Address</b>
<b>38</b>	<b>Chisholm Summit Community Church</b> <i>(Iglesia Comunitaria Chisholm Summit)</i> 9705 CR 1016 Burleson, Texas 76028

**Exhibit C**

COST OF SERVICE. Southard Farm MUD No.2 of Johnson County shall pay for services, supplies, and equipment in accordance with the following estimated cost schedule. Southard Farm MUD No.2 of Johnson County will be liable to pay all the expense that have endured; and a 10% administration fee.

**SOUTHARD FARM MUD NO. 2 OF JOHNSON COUNTY: 2025 NOVEMBER 4TH**  
**Contracted Election with Johnson County/Shared Ballot 5 EV & 1 ED Location.**  
**Pct. 38**

<b>1. VOTING EQUIPMENT, TABULATION NOTICE, AND BUILDING RENTAL</b>	<b>Estimated Cost</b>
<u>(X) Rental ES&amp;S DS950 Tabulator</u>	\$500.00
<u>(X) Rental ES&amp;S Express Vote for HAVA</u>	\$500.00
<u>(X) Programming Charges/Coding/Media/ shipping for DS950 Central Count &amp; Express Vote</u>	\$2,000.00
<u>(X) Printing Ballots/Layout/Spanish Coding/Shipping</u>	\$3,000.00
<u>(X) Publish Notice of Tabulation Test</u>	\$75.00
<u>(X) Building Rental/Mileage Reimbursement</u>	\$200.00
<b>2. CENTRAL COUNT EXPENSES</b>	
<u>(X) CCS Personnel</u>	\$750.00
<u>(X) Early Voting Ballot Board Personnel</u>	\$500.00
<u>(X) Provisional/Late Ballot Board Personnel</u>	\$100.00
<u>(X) Security</u>	\$400.00
<b>3. ESTIMATED EARLY VOTING COSTS</b>	
<u>(X) Ballot by Mail SF MUD NO 2</u>	\$50.00
<u>(X) Early Voting Personnel</u>	\$6,000.00
<u>(X) Early Voting Supplies</u>	\$200.00
<b>4. ESTIMATED ELECTION DAY COSTS</b>	
<u>(X) Election Day Personnel</u>	\$200.00
<u>(X) Election Day Supplies</u>	\$100.00
Subtotal .....	\$14,575.00
<b>5. CONTRACT ADMINISTRATIVE FEE &amp; TOTAL COST</b>	
10% of Subtotal	\$1,457.50
 <b>TOTAL COST .....</b>	 <b>\$16,032.50</b>

\*Please note that the cost provided is an estimate and may vary based on final services rendered.