

**CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 17-2021**

**A RESOLUTION APPOINTING ELECTION JUDGES FOR THE
GENERAL ELECTION TO BE HELD ON MAY 1, 2021; SAID
JUDGES PROVIDED BY THE COUNTY ELECTIONS OFFICER**

WHEREAS, City Council, through its adoption of Resolution No. 29-2020, previously called a general election to be held on May 1, 2021, for the election of persons to the offices of Councilmember Place One and Councilmember Place Two; and

WHEREAS, City Council also approved a *Joint Election Agreement between the City of Kerrville and Kerr County*, wherein the County Election Officer would provide the City with a list of election officials for conducting such election; and

WHEREAS, the County Election Officer has now provided the City with a list of election officials for City Council approval; and

WHEREAS, City Council, in accordance with its agreement with the County and Section 32.005 of the Texas Election Code, finds it in the public interest to appoint the election officials submitted by the County Election Officer;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF KERRVILLE, KERR COUNTY, TEXAS:**


City Council appoints the Election Judge and other officials as provided for by the Kerr County Election Officer, such officials as specified on the document attached as **Exhibit A**. City Council appoints such officials for the election to be held on May 1, 2021.

**PASSED AND APPROVED ON this the 23 day of March A.D.,
2021.**




Bill Blackburn, Mayor

APPROVED AS TO FORM:



Michael C. Hayes, City Attorney

ATTEST:



Shelley McElhannon, City Secretary

EXHIBIT A

City of Kerrville	
Early Voting Workers	
	Bill Fitch
	Emma Crespin-Crews
	Laurie Ingalls
Election Day Workers	
Judge	Paul Zohlen
Alternate Judge	Bill Fitch
Early Voting Ballot Board Workers	
Judge	Linda Bowman
Alternate Judge	Bunny Bond
Clerk	Gail Brown
Clerk	Cheryl Fitch
Central Count Station	
Manager	Nadene Alford
Judge	Jamie McClintock
Clerk	Sierra Kinsel
Clerk	Jana Cay Henderson

**THE STATE OF TEXAS
COUNTY OF KERR**

**JOINT ELECTION AGREEMENT
BETWEEN
CITY OF KERRVILLE AND KERR COUNTY**

THIS AGREEMENT is made and entered into by and between Bob Reeves Tax Assessor/Collector (or designated employee) on behalf of Kerr County, Texas duly constituted and acting as County Elections Officer and the City of Kerrville by and through Bill Blackburn, its Mayor, hereinafter referred to as “CITY OF KERRVILLE” and by authority of Section 31.092, Vernon’s Texas Civil Statutes, Election Code for conducting and supervision of the election for the CITY OF KERRVILLE in conjunction with the Election.

Bob Reeves, Tax Assessor/Collector (or designated employee) shall order all supplies for the election and distribute those supplies to the election personnel. Election forms and all records of the election shall be combined for use in this election on the Tally Equipment.

THIS AGREEMENT is entered into in consideration of the mutual covenants and agreement hereinafter set out. IT IS AGREED AS FOLLOWS:

I. DUTIES AND SERVICES OF KERR COUNTY

Bob Reeves Tax Assessor/Collector (or designated employee) agrees to coordinate, supervise, and handle all aspects in administering the CITY OF KERRVILLE elections in accordance with the provisions of the Texas Election Code and as outlined in this Agreement. Said election is scheduled to occur on May 1, 2021, to include early election dates and times required by state law. Should the City reschedule the election pursuant to state law, order, or otherwise, this Agreement shall remain valid for the rescheduled date, to include early voting, unless terminated by Bob Reeves, Tax Assessor/Collector (or designated employee).

Bob Reeves, Tax Assessor/Collector (or designated employee) in connection with the holding and supervision of said election shall assume the following responsibilities:

- a. Shall be responsible for notifying each election judge and alternate judge of his or her appointment and for determining the number of clerks and other election workers authorized to work at each voting location. Arrange for the notification, including writ of election, and compensation of all presiding judges and alternate judges.
- b. Election judges shall be responsible for picking up election supplies and materials at the time and place determined by Bob Reeves, Tax Assessor/Collector (or designated employee). This responsibility will be set

Election Contract – CITY OF KERRVILLE

forth in the election judges' letter notifying the judge of his/her appointment.

- c. Procure, prepare, proof, and distribute ballots.
- d. Procure, prepare, and distribute election judges' kits.
- e. Arrange for the use and compensation of polling locations.
- f. Use Optical scanning Verity Scan (Version Number 2.02) and DAU Verity Touch w/Access (Version Number 2.0.3 for counting of ballots as certified by the Secretary of State to comply with election laws (to include the Help America Vote Act or "HAVA" for early voting and election day.
- g. Assemble the list of registered voters to be used in conducting the election in conformity with the election precincts established for the election.
- h. Publish the legal notice of the date, time and place of the testing of the electronic tabulation equipment and conduct such testing.
- i. Supervise the handling and disposition of election returns, voted ballots, etc., and tabulate unofficial returns and assist in preparing the tabulation for the official canvass.
- j. Bob Reeves, Tax Assessor/Collector (or designated employee) will prepare the unofficial tabulation report after all precincts have been counted, and will provide a copy of the report to the CITY OF KERRVILLE as soon as possible after all returns have been tabulated, but in no event later than 2:00 p.m. on the 10th day following the election. CITY OF KERRVILLE will be responsible for the official canvass of its General Election.
- k. All early voting ballots (those cast by mail and those cast by personal appearance) will be prepared for counting by an Early Voting Ballot Board.
- l. Handle all aspects of Early Voting including those voting by mail.
- m. Prepare the results of the election for CITY OF KERRVILLE to conduct its own canvass of the election as prescribed by law.
- n. Provide at no cost for the storage of all election records as provided by law
- o. As the general custodian of election records shall conduct a criminal background check for relevant election officials, staff, and temporary workers upon hiring.

Election Contract – CITY OF KERRVILLE

- p. Will ensure that Hart Intercivic certifies that a criminal background check on all employees, including temporary employees that may program, test, perform maintenance, transport equipment, or perform technical support on the voting system equipment for KERR COUNTY has been performed. The Company has determined there are no findings that would prevent the employees from performing their assigned duties.

II. DUTIES AND SERVICES OF CITY OF KERRVILLE

CITY OF KERRVILLE in connection with the holding and supervision of said election shall assume the following responsibilities and shall directly bear any cost for the same:

- a. Shall receive from their candidates all documents filed under Title 15 of the Texas Election Code relating to campaign contributions and expenditures.
- b. Preparation of election orders, resolutions, notices, and other pertinent documents for adoption or execution by the appropriate office or body and post or publish in the required time frame.
- c. Prepare and send out “Notice of Drawing” for a place on the Ballot to all eligible candidates.
- d. Election Officers with a list provided by Bob Reeves Tax Assessor/Collector (or designated employee) shall be appointed and approved thru the governing body of the CITY OF KERRVILLE. The Election Officers are as follows: Election Day Judge, Election Day Alternate Judge, Central Counting Station Manager, Tabulation Supervisor, Presiding Judge, and Early Voting Ballot Board Judge.
- e. Shall appoint and approve thru the governing body of the CITY OF KERRVILLE appoint Bob Reeves as the Early Voting Clerk.
- f. Polling Location shall be appointed and approved thru the governing body of the CITY OF KERRVILLE.
- g. Deliver to Bob Reeves, Tax Assessor/Collector or designated employee as soon as possible, a list showing the official wording for the Election titles that is to be printed on the ballot with the exact form, orders, wording, and spelling that is to be used.
- h. Pay any additional costs incurred by Bob Reeves, Tax Assessor/Collector or designated employee if a recount for the election is required, or the election is contested in any manner.
- i. Shall issue “Certificates of Election” to candidates elected after the Official Canvass.

Election Contract – CITY OF KERRVILLE

- j. CITY OF KERRVILLE will be responsible for the official canvass of its Election.

III. PAYMENT FOR SERVICES

- a. CITY OF KERRVILLE shall pay to Kerr County the actual expenses directly attributable to the Contract including ten percent (10%) of the budget cost for Election Service Contract Fee pursuant to the Texas Election Code, Section 31.100 and the administrative fee of \$50.00 per election. (See attached Estimated Cost Sheet.)
- b. After the date of election and completion of all duties required, the Tax Assessor/Collector (or designated employee) shall then compute the final statement for all expenses including ten percent (10%) of the budget cost for Election Service Contract Fee, the \$50.00 Administration Fee and mail payment for the election services to Kerr County. CITY OF KERRVILLE shall be responsible for paying this amount within thirty (30) days from the Final Cost Report.
- c. If Election is cancelled a \$75.00 administration fee is due.

IN WITNESS WHERE OF, the parties hereto have made and entered into this agreement this 08 day of December, 2020.



Bob Reeves, Tax Assessor/Collector
Or Designated Employee
Kerr County, Texas



Bill Blackburn, Mayor
CITY OF KERRVILLE

ESTIMATED COST of May 2021 Election							
for the CITY OF KERRVILLE							
County Election Services Contract Costs							
1	Ballot Printing Cost					Estimate	Actual
	First 1000 Ballots Free						
2	Electronic Voting System Programming					\$ 1,500.00	
	Ballots	1000 free + 4000 ballots				\$ 800.00	
	Test and Sample Ballots					\$20.00	
	Shipping of Ballots					\$ 75.00	
* 3	Publication of Test of Electronic Voting Equipment						
	Newspaper-Kerrville Daily Times					\$ 75.00	
	Other Newspapers as requested per their fees						
4	Charge for Wireless Internet					\$ -	
* 5	Lease of Voting Machines						
	Early Voting and Election Day						
		# of Units	Lease Cost				
	Verity Scan	2	\$91.50			\$ 183.00	
	Verity Controller	2	\$69.75			\$ 139.50	
	Verity Touch w/Access	3	\$78.75			\$ 236.25	
* Count computer		1	\$180.00			\$ 180.00	
* 6	Precinct Election Judges and Clerks						
	\$10.00 per Hour						
	Early Voting Clerks			4	84 hours	\$ 3,360.00	
	Election Day Judge & Alternate Judge			2	15 hours	\$ 300.00	
	Election Day Clerks			5	14 hours	\$ 700.00	
* Early Ballot Board Clerks				5	5 hours	\$ 250.00	
* Tabulation Supervisor & Personnel				4	3 hours	\$ 120.00	
	Election Night Workers					\$ -	
7	Fee for Pickup of Supplies before Election Day and						
	Delivery of Supplies after Polls Close Per Election Day Judge					\$ 25.00	
8	Technical Support Personnel					\$ -	
9	Miscellaneous Election Costs						
	Elections Kits			1	\$ 58.00	\$ 58.00	
	Central Counting Station Kit			1	\$ 21.00	\$ 21.00	
	Shipping of vDrives for programming					\$ 60.00	
	Postage - Appointment of Judges & Clerks			19	\$ 0.60	\$ 11.40	
	Postage - Writ of Election to Judge			1	\$ 0.60	\$ 0.60	
* Postage - Mail Ballots Application				100	\$ 0.60	\$ 60.00	
* Postage- Mail Ballots				100	\$ 0.60	\$ 60.00	
* Mail Ballot Kits				100	\$ 2.00	\$ 200.00	
	SUBTOTAL EXPENSES - Cost of the Election					\$ 6,134.75	

CONTRACT 2020-77

10	Election Service Contract Fee (10% of Cost)					\$ 613.48	
	Administrative Fee					\$ 50.00	
11	TOTAL COST OF ELECTION					\$ 6,798.23	
	Balance due 30 days after Final Cost Report						
* The following items may be divided with the different entities having the election							
3	Publication - Newspaper			shared costed with all Entities			
5	Lease - Election Machines			shared costed of Talley & Lap Top Computer w/all Entities			
6	Cost - Election Judge-Clerks			City of Kerrville & KISD share /City of Ingram & Ingram ISD share			
9	Shipping on MBB, Election Kits, & Ballots - Shared with all Entities						
9	Postage - Applications, Ballots, Mail Ballot Kits Shared with City of Kerrville & KISD						

Name City of Kerrville

Address: 701 Main St.

City Kerrville,

State TX

ZIP

78028

Phone

Order No.

Rep

FOB

Description	Unit Price
City of Kerrville - May 4, 2019 Election	
Ballots - Programming	\$1,500.00
2,000 Ballots	\$695.00
Test Ballots	\$3.48
Sample Ballots	\$13.85
Shipping of Ballots	\$61.63
Shipping of Vdrives for programming	\$12.96
Subtotal	\$2,286.92
10% of Cost of Election	0.00
Total Due to Kerr County	\$2,286.92

CONTRACT 2020-77