

**CITY OF KERRVILLE, TEXAS
RESOLUTION NO. 01-2024**

A RESOLUTION ORDERING THAT A GENERAL ELECTION BE HELD ON MAY 4, 2024, FOR THE ELECTION OF MAYOR, AND TWO COUNCILMEMBERS FOR PLACE 3 AND PLACE 4; PROVIDING DETAILS RELATING TO THE HOLDING OF SUCH ELECTION; AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE KERR COUNTY ELECTIONS OFFICER FOR SERVICES REQUIRED FOR THE ELECTION AND WITH THE KERRVILLE INDEPENDENT SCHOOL DISTRICT FOR THE HOLDING OF A JOINT ELECTION BETWEEN THOSE TWO ENTITIES; AND PROVIDING OTHER MATTERS RELATED TO THE SUBJECT

WHEREAS, Section 2.03 of the City Charter establishes a two-year term of office for each Councilmember, which includes the Mayor, and until a successor is elected; and

WHEREAS, the terms of office for the Mayor, and Councilmembers Place Three and Place Four will expire in May 2024; and

WHEREAS, Section 41.001 of the Texas Election Code (the “Code”) specifies that Saturday, May 4, 2024, will serve as the general election date for the State of Texas and that a general election of a city may be held on such date; and

WHEREAS, City Council finds it to be in the public interest to call a general election to be held on May 4, 2024, for the election of persons to the offices of Mayor, Councilmember Place Three and Councilmember Place Four (the “Election”); and

WHEREAS, City Council is ordering the Election for the City of Kerrville, Texas, not later than 78 days before the election day pursuant to Section 3.005(c) of the Code; and

WHEREAS, City Council, pursuant to the Code, will contract with the Kerr County Elections Officer, who is the Kerr County Clerk (the “Elections Officer”), to conduct all aspects of the Election; and

WHEREAS, the Kerrville Independent School District (“KISD”) is also holding an election on May 4, 2024, and like the City, is entering into an agreement with the Elections Officer for services related to holding the election; and

WHEREAS, City Council, pursuant to Chapter 271 of the Code, will contract with KISD to jointly hold the Election under the authority of this law; and

WHEREAS, the Council hereby finds and determines that the actions described above are in the best interests of the residents of the City;

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

SECTION ONE. The facts and matters contained in the preamble above are found to be true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION TWO. City Council orders that a general election be held for the City of Kerrville, Texas, on Saturday, May 4, 2024, for the purpose of electing the following officials of the City:

Mayor
Councilmember, Place Three
Councilmember, Place Four

SECTION THREE. City Council hereby approves the *Joint Election Agreement between the City and Kerr County* (the "Agreement") and authorizes the Mayor to sign same, such Agreement as authorized by Section 31.092 of the Code. The Agreement is attached as **Exhibit A**.

SECTION FOUR. City Council approves the *Interlocal Agreement for a Joint Election between the City and KISD* and authorizes the Mayor to sign same, such Agreement as authorized by Chapter 271 of the Code. The Agreement is attached as **Exhibit B**.

SECTION FIVE. Qualified persons may file for a place on the ballot by filing an application in the Office of the City Secretary during regular business hours from 8:00 AM to 5:00 PM each weekday beginning Wednesday, January 17, 2024, and continuing until 5:00 PM on Friday, February 16, 2024.

SECTION SIX. The present boundaries of the City, constituting one election precinct, the polls shall be open for voting on **Election Day, Saturday May 4, 2024, from 7:00 AM until 7:00 PM** at the following polling place:

POLLING PLACE
Cailloux City Center for the Performing Arts (Municipal Auditorium)
910 Main Street
Kerrville, Texas 78028

SECTION SEVEN. All resident qualified electors of the City shall be permitted to vote at said election. This election shall be held and conducted in

accordance with the Agreement; the Code; the Federal Voting Rights Act of 1965, as amended; the City Charter; and as may be required by law. All election materials and proceedings shall be printed in both English and Spanish. Kerr County will utilize its voting equipment for this election.

SECTION EIGHT. The Elections Officer is hereby appointed as Early Voting Clerk and the City Secretary shall serve as the Deputy Early Voting Clerk. Applications for ballot by mail must be received by mail no later than the close of business on Monday, April 15, 2024, at the following Mailing Address: Elections Officer, Attn: Early Voting Clerk, 700 Main Street, Kerrville, Texas, 78028.

SECTION NINE. The Elections Officer shall appoint the Election Judge and officers for the polling place and the Early Voting Ballot Board in accordance with the provisions of the Code and the Agreement. The City authorizes the Elections Officer to make changes, substitutions, or additions as to any voting official in accordance with the Code and the Agreement.

SECTION TEN. Early voting by personal appearance shall be conducted by Elections Officer in accordance with the Agreement. In accordance with the Code, the Elections Officer may appoint one or more deputy early voting clerks. Early voting shall be conducted at the Cailloux City Center for the Performing Arts (Municipal Auditorium), 910 Main Street, Kerrville, Texas, 78028, April 22, 2024 through April 30, 2024, and in accordance with the Code, as follows:

- **Monday, April 22, 2024, through Wednesday, April 24, 2024:** 8:00 AM to 6:00 PM
- **Thursday, April 24, 2024:** 8:00 AM to 5:00 PM
- **Friday, April 25, 2024:** 8:00 AM to 6:00 PM
- **Monday, April 29, 2024, and Tuesday, April 30, 2024:** 8:00 AM to 6:00 PM

SECTION ELEVEN. City Council will conduct the official canvass of the election at a special meeting on Tuesday, May 14, 2024, in the Council Chambers, City Hall, 701 Main Street, Kerrville, Texas, where official notice of this election shall comply with state law, to include the Open Meetings Act.

SECTION TWELVE. City Council hereby gives the City Secretary the authority to take any action(s) to ensure that the election is conducted in accordance with the Code and the Agreement. Should the City Secretary be required to take such action, she shall provide written notice of the action to Council as soon as possible.

PASSED AND APPROVED ON this the 09 day of JANUARY A.D.,
2024.

Judy Eychner
Judy Eychner, Mayor

APPROVED AS TO FORM:

Michael C. Hayes
Michael C. Hayes, City Attorney

ATTEST:

Shelley McElhannon
Shelley McElhannon, City Secretary

CIUDAD DE KERRVILLE, TEXAS
RESOLUCIÓN NO. 01-2024

UNA RESOLUCIÓN ORDENANDO QUE SE CELEBRAR ELECCIÓN GENERAL EL 4 DE MAYO DE 2024, PARA LA ELECCIÓN DE ALCALDE, Y DOS CONCEJALES PARA EL LUGAR 3 Y EL LUGAR 4; PROPORCIONANDO DETALLES RELACIONADOS CON LA CELEBRACIÓN DE DICHA ELECCIÓN; AUTORIZANDO AL ALCALDE A CELEBRAR UN ACUERDO CON EL FUNCIONARIO ELECTORAL DEL CONDADO DE KERR PARA LOS SERVICIOS REQUERIDOS PARA LA ELECCIÓN Y CON EL DISTRITO ESCOLAR INDEPENDIENTE DE KERRVILLE PARA LA REALIZACIÓN DE UNA ELECCIÓN CONJUNTA ENTRE LAS DOS ENTIDADES; Y DISPONER OTROS ASUNTOS RELACIONADOS CON LA MATERIA

CONSIDERANDO que la Sección 2.03 de los Estatutos de la Ciudad establece un mandato de dos años para cada Concejal, que incluye al Alcalde, y hasta que se elija un sucesor; y

CONSIDERANDO que los mandatos del alcalde y de los concejales de los puestos tres y cuatro expirarán en mayo de 2024; y

POR CUANTO, la Sección 41.001 del Código Electoral de Texas, según enmendado (el “Código”) especifica que el sábado 4 de mayo de 2024 servirá como fecha de las elecciones generales para el Estado de Texas y que se pueden llevar a cabo elecciones generales de una ciudad. en tal fecha; y

POR CUANTO, el Concejo Municipal de la Ciudad de Kerrville, Texas (“Concejo Municipal”) considera de interés público convocar elecciones generales que se llevarán a cabo el 4 de mayo de 2024, para la elección de personas para los cargos de alcalde., Concejal Lugar Tres y Concejal Lugar Cuarto (la “Elección”); y

POR CUANTO, el Concejo Municipal ordena la Elección para la Ciudad de Kerrville, Texas, a más tardar 78 días antes del día de las elecciones de conformidad con la Sección 3.005(c) del Código; y

POR CUANTO, el Concejo Municipal, de conformidad con el Código, contratará al Oficial de Elecciones del Condado de Kerr, quien es el Secretario del Condado de Kerr (el “Oficial de Elecciones”), para llevar a cabo todos los aspectos de la Elección; y

CONSIDERANDO que el Distrito Escolar Independiente de Kerrville (“KISD”) también celebrará elecciones el 4 de mayo de 2024 y, al igual que la Ciudad, celebrará un acuerdo con el Oficial de Elecciones del Condado de Kerr para servicios relacionados con la celebración de las elecciones; y

POR CUANTO, el Concejo Municipal, de conformidad con el Capítulo 271 del Código, contratará a KISD para realizar conjuntamente la Elección bajo la autoridad de esta ley; y

POR CUANTO, el Concejo por la presente encuentra y determina que las acciones descritas anteriormente son lo mejor para los residentes de la Ciudad;

AHORA, POR LO TANTO, SE RESUELVE POR EL CONCEJO MUNICIPAL DE LA CIUDAD DE KERRVILLE, CONDADO DE KERR, TEXAS:

SECCION UNO. Los hechos y asuntos contenidos en el preámbulo anterior se consideran verdaderos y correctos y se incorporan al presente y forman parte del mismo para todos los propósitos.

SECCIÓN SEGUNDA. El Concejo Municipal ordena que se celebren elecciones generales para la ciudad de Kerrville, Texas, el sábado 4 de mayo de 2024, con el fin de elegir a los siguientes funcionarios de la ciudad:

**Alcalde
Concejal, lugar tres
Concejal, lugar cuatro**

SECCIÓN TERCERA. Por la presente, el Concejo Municipal aprueba el *Acuerdo de Elección Conjunta entre la Ciudad y el Condado de Kerr* (el “Acuerdo”) y autoriza al Alcalde a firmar el mismo, dicho Acuerdo según lo autorizado por la Sección 31.092 del Código. El Acuerdo se adjunta como **Anexo A**.

SECCIÓN CUARTA. El Concejo Municipal aprueba el *Acuerdo Interlocal para una Elección Conjunta entre la Ciudad y KISD* y autoriza al Alcalde a firmar el mismo, dicho Acuerdo según lo autorizado por el Capítulo 271 del Código. El Acuerdo se adjunta como **Anexo B**.

SECCIÓN QUINTA. Las personas calificadas pueden solicitar un lugar en la boleta presentando una solicitud en la Oficina de la Secretaría de la Ciudad durante el horario comercial habitual de 8:00 a. m. a 5:00 p. m. todos los días laborables a partir del miércoles 17 de enero de 2024 y hasta las 5:00 p. m.: 00 p. m. del viernes 16 de febrero de 2024.

SECCIÓN SEXTA. En los límites actuales de la Ciudad, que constituyen un recinto electoral, las urnas estarán abiertas para la votación el **día de las elecciones, el sábado 4 de mayo de 2024, de 7:00 a. m. a 7:00 p. m.** en el siguiente lugar de votación:

COLEGIO ELECTORAL
Centro de Artes Escénicas de la Ciudad de Cailloux (Auditorio Municipal)
910 calle principal
Kerrville, Texas 78028

SECCIÓN SIETE . A todos los electores residentes calificados de la Ciudad se les permitirá votar en dicha elección. Esta elección se llevará a cabo y se llevará a cabo de conformidad con el Acuerdo; el código; la Ley Federal de Derecho al Voto de 1965, según enmendada; la Carta de la Ciudad; y según lo exija la ley. Todos los materiales y actas electorales se imprimirán tanto en inglés como en español. El condado de Kerr utilizará su equipo de votación para esta elección.

SECCIÓN OCHO . Por la presente se nombra al Oficial de Elecciones como Secretario de Votación Anticipada y el Secretario de la Ciudad actuará como Secretario Adjunto de Votación Anticipada. Las solicitudes de boleta por correo deben recibirse por correo a más tardar al cierre de operaciones del lunes 15 de abril de 2024, en la siguiente dirección postal: Oficial de Elecciones, a la atención de: Early Voting Clerk, 700 Main Street, Kerrville, Texas, 78028.

SECCIÓN NUEVE . El Oficial de Elecciones designará al Juez Electoral y a los oficiales del lugar de votación y de la Junta de Votación Anticipada de conformidad con las disposiciones del Código y el Acuerdo. La Ciudad autoriza al Oficial de Elecciones a realizar cambios, sustituciones o adiciones a cualquier funcionario electoral de conformidad con el Código y el Acuerdo.

SECCIÓN DIEZ . La votación anticipada en persona será realizada por el Oficial de Elecciones de conformidad con el Acuerdo. De conformidad con el Código, el Oficial de Elecciones puede nombrar uno o más secretarios adjuntos de votación anticipada. La votación anticipada se llevará a cabo en el Cailloux City Center for the Performing Arts (Auditorio Municipal), 910 Main Street, Kerrville, Texas, 78028, del 22 de abril de 2024 al 30 de abril de 2024, y de acuerdo con el Código, de la siguiente manera:

- **lunes 22 de abril de 2024 al miércoles 24 de abril de 2024** : 8:00 a. m. a 6:00 P. M .
- **Jueves 24 de abril de 2024** : 8:00 A. M. a 5:00 p. M .
- **Viernes, 25 de abril de 2024** : 8:00 a. m. a 6:00 p. m.
- **Lunes 29 de abril de 2024 y martes 30 de abril de 2024** : 8:00 a. m. a 6:00 p. m.

SECCIÓN UNDÉCIMA . El Concejo Municipal llevará a cabo el escrutinio oficial de las elecciones en una reunión especial el martes 14 de mayo de 2024, en la Cámara del Concejo, Ayuntamiento, 701 Main Street, Kerrville, Texas, donde el aviso oficial de esta elección deberá cumplir con la ley estatal. incluir la Ley de Reuniones Abiertas.

SECCIÓN DOCE . Por la presente, el Concejo Municipal otorga al Secretario de la Ciudad la autoridad para tomar cualquier acción para garantizar que la elección se lleve a cabo de acuerdo con el Código y el Acuerdo. Si se requiere que la Secretaría de la Ciudad tome tal acción, deberá notificar por escrito la acción al Consejo lo antes posible.

APROBADO Y APROBADO EN este 09 día de Januari ANUNCIO, 2024 .

Judy Eychner, alcaldesa

APROBADO EN FORMA:

DA FE:

Michael C. Hayes, abogado municipal

Shelley McElhannon, secretaria municipal

**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 Ian Collum, Kerr County Clerk (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 _____, 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.

Ian Collum, Kerr County Clerk (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 Count 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

Ian Collum Kerr County Clerk (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 4, 2024, 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 Ian Collum, Kerr County Clerk (or designated employee). **In addition, the County Elections Officer shall perform the services herein in accordance with Ch. 271, Texas Elections Code.** Ian Collum, Kerr County Clerk (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 Ian Collum, Kerr County

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Clerk (or designated employee). This responsibility will be set 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 2.4) and DAU Verity Touch w/Access (Version Number 2.4 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. Ian Collum, Kerr County Clerk (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.

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 Ian Collum, Kerr County Clerk (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 Ian Collum 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 Ian Collum, Kerr County Clerk 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.

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- h. Pay any additional costs incurred by Ian Collum, Kerr County Clerk 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.
- 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 Kerr County Clerk (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 _____ day of _____, _____.

Ian Collum, Kerr County Clerk
Or Designated Employee
Kerr County, Texas

Mayor
CITY OF KERRVILLE

Michael Hayes
APPROVED AS TO FORM
Michael C. Hayes, City Attorney

ESTIMATED COST of May 2024 Election for the CITY OF KERRVILLE					
County Election Services Contract Costs					
1	Ballot Printing Cost				Estimate
	First 1000 Ballots Free				Actual
2	Electronic Voting System Programming			\$ 1,500.00	
	Ballots			\$ 1,600.00	
	Test and Sample Ballots			\$70.00	
	Shipping of Ballots			\$ 100.00	
* 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 - Early voting	1	\$91.50		\$ 91.50
	Verity Scan - Election Day	1	\$91.50		\$ 91.50
	Verity Scan Mail	1	\$91.50		\$ 91.50
	Verity Controller	1	\$69.75		\$ 69.75
	Verity Controller - ED	1	\$69.75		\$ 69.75
	Verity Touch w/Access - ED	2	\$78.75		\$ 157.50
	Verity Touch w/Access - ED	2	\$78.75		\$ 157.50
	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	
* 7	Early Ballot Board Clerks		5 5 hours	\$ 250.00	
* 8	Tabulation Supervisor & Personnel		4 3 hours	\$ 120.00	
	Election Night Workers		3 3 hours	\$ 120.00	
	Signature Verification Committee				
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		2 \$ 58.00	\$ 116.00	
	Central Counting Station Kit		1 \$ 21.00	\$ 21.00	
	Shipping of Election Kits & Central Count kit			\$ 20.00	
	Shipping of vDrives for programming			\$ 60.00	
	Postage - Appointment of Judges & Clerks		15 \$ 0.60	\$ 9.00	
	Postage - Writ of Election to Judge		1 \$ 0.60	\$ 0.60	
* 9	Postage - Mail Ballots Application		600 \$ 0.60	\$ 360.00	
	Postage- Mail Ballots		600 \$ 0.60	\$ 360.00	
* 10	Mail Ballot Kits		600 \$ 2.00	\$ 1,200.00	
	SUBTOTAL EXPENSES - Cost of the Election			\$ 11,275.60	

10	Election Service Contract Fee (10% of Cost)					\$ 1,127.56	
	Administrative Fee					\$ 50.00	
11	TOTAL COST OF ELECTION					\$ 12,453.16	
	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						

DRAFT 01/03/24

INTERLOCAL AGREEMENT FOR A JOINT ELECTION BETWEEN THE CITY OF KERRVILLE, TEXAS AND KERRVILLE INDEPENDENT SCHOOL DISTRICT

This Interlocal Agreement for a Joint Election (the "Agreement") is entered into by and between the City of Kerrville ("City"), a municipal corporation situated in Kerr County, Texas, and Kerrville Independent School District ("KISD"), a Texas Independent School District situated in Kerr County, Texas, pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code; and Chapter 271 of the Texas Election Code. The City and KISD may be referred to as "Party" or collectively as "Parties".

WITNESSETH

WHEREAS, the City and KISD will each hold elections on Saturday, May 4, 2024; and

WHEREAS, Section 271.002 of the Texas Election Code authorizes two or more political subdivisions holding elections on the same day in all or part of the same county to enter into an agreement to hold their elections jointly in the election precincts that can be served by common polling places; and

WHEREAS, the City and KISD believe it to be in the public interest to enter into this Agreement, which authorizes the parties, in conjunction with the Kerr County Clerk, to hold a joint election pursuant to Chapter 271, Texas Election Code;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I - PURPOSE. The purpose of this Agreement is to authorize the City and KISD to hold a joint election on May 4, 2024, pursuant to Chapter 271 of the Texas Election Code, and to share those common polling places that serve the voters of both jurisdictions. The Parties have each entered into separate agreements with the Kerr County Clerk who has agreed to conduct the elections. Each Party will continue to work with the Kerr County Clerk and each other to conduct their elections as productively and efficiently as possible. This Agreement shall also apply to any runoff election.

ARTICLE II - TERM. The term of this Agreement is to commence upon final execution of this Agreement by the Parties and shall end upon the final canvassing conducted by each Party pursuant to its election.

ARTICLE III - LOCATION OF COMMON POLLING PLACES. The voters of particular election precincts may be served in this joint election by a common polling place located outside the boundary of the election precinct, inasmuch as the parties hereto have determined that the locations of such polling places, as recommended by the Kerr County Clerk, will adequately and conveniently serve the affected voters and will facilitate the orderly conduct of the elections, pursuant to Section 271.003 of the Texas Election Code.

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ARTICLE IV - ALLOCATION OF EXPENSES. City and KISD shall provide to the Kerr County Clerk, from current revenues available to the paying party, their respective share of costs, as determined by the Kerr County Clerk, pursuant to Section 271.004 of the Texas Election Code. If a Party cancels an election, then its share of the costs shall be adjusted accordingly.

ARTICLE V - EARLY VOTING. The parties hereto agree to conduct early voting jointly, pursuant to Section 271.006 of the Texas Election Code.

ARTICLE VI - AMENDMENTS. This Agreement may be amended by mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.

ARTICLE VII - LEGAL CONSTRUCTIONS. In case any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE VIII- ENTIRE AGREEMENT. This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

(Signatures follow on next page)

DRAFT 01/03/24

EXECUTED THIS ____ day of _____, 2024.

THE CITY OF KERRVILLE:

Judy Eychner, Mayor

ATTEST:

Shelley McElhannon, City Secretary

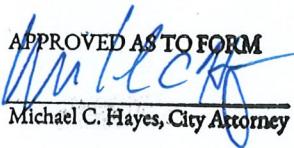
EXECUTED THIS ____ day of _____, 2024.

**KERRVILLE INDEPENDENT
SCHOOL DISTRICT:**

David Sprouse, M.D., President
KISD Board of Trustees

ATTEST:

Greg Peschel, Secretary
KISD Board of Trustees

APPROVED AS TO FORM

Michael C. Hayes, City Attorney