

A RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS APPROVING A JOINT ELECTION AGREEMENT AMONG THE CITY OF FAIR OAKS RANCH, KENDALL COUNTY ELECTIONS, AND OTHER GOVERNMENTAL ENTITIES RELATING TO CONDUCTING A JOINT ELECTION ON MAY 7, 2022 AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS IN CONNECTION THEREWITH ON BEHALF OF THE CITY OF FAIR OAKS RANCH

WHEREAS, Section 271.002 of the Elections Code provides that if the elections ordered by the authorities of two or more political subdivisions are to be held on the same day in all or part of the same county, the governing bodies of the political subdivisions may enter into an agreement to hold the elections jointly in the election precincts that can be served by common polling places; and

WHEREAS, the City of Fair Oaks Ranch along with several other political subdivisions all located within Kendall County desire to enter in a joint election agreement setting forth each entity's individual obligations with respect to conducting their respective elections on May 7, 2022; and

WHEREAS, the City Council finds that entering into a Joint Election Agreement with these political subdivisions will provide a simple, convenient and cost saving election which will benefit the voters within the City of Fair Oaks Ranch and that the terms set forth in the Joint Election Agreement, attached hereto as ***Exhibit A***, are in the city's best interest and should be adopted.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIR OAKS RANCH, TEXAS:

Section 1. Approval of Joint Election Agreement. The City Council hereby approves the Joint Election Agreement attached as ***Exhibit A - C***.

Section 2. Authority to Execute Agreement. The City Manager is hereby authorized to execute the Joint Election Agreement on behalf of the City and any other documents in connection with said Agreement.

Section 3. This Resolution shall be in full force and effect from and after its passage by the City Council.

PASSED, APPROVED, AND ADOPTED on this 3rd day of February, 2022.

Gregory C. Maxton, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Picioccio, TRMC, City Secretary

Denton Navarro Rocha Bernal & Zech, P.C.,
City Attorney

EXHIBIT A

JOINT ELECTION AGREEMENT

between **Kendall County** and the following Local Political Subdivision (LPS):

City of Boerne
City of Fair Oaks Ranch
Boerne Independent School District
Comal Independent School District
Cow Creek Groundwater Conservation District
Kendall County Municipal Utility District No. 1

This Agreement is entered into by and between the Kendall County Elections Administrator “ADMINISTRATOR” and the entities listed above. They may be referred to, individually, as an “Entity” or, collectively, as the “Entities,” acting by and through their duly appointed and qualified representatives, pursuant to Texas Election Code Section 271.002(a).

It is agreed that the Entities will hold an election on **Saturday, May 7th, 2022** (the “Joint Election”) under the following terms and conditions:

I.

Each Entity shall share the expense of the Main Early Voting and Election Day polling locations consisting of on-site voting equipment, payroll of election workers, and other costs common to each Entities election, as applicable to the specific Entity and agreed upon by the election services contract. Each Entity understands they will appear on a joint ballot and use joint forms and election materials, which will better serve the voters.

II.

The Entities agree that the Kendall County Elections Administrator, Staci L. Decker, will serve as the Early Voting Clerk and the Central Count Station Manager for the **May 7th, 2022** election.

III.

The Entities agree that a single ballot, containing all the measures and offices to be voted on at a particular polling place, shall be used in this Joint Election.

IV.

Each Entity is responsible for giving notice of their election pursuant to Section 4.003 of the Texas Election Code.

V.

ADMINISTRATOR will tabulate the ballots and provide each entity a Certification of Election Results along with the returns of the election.

VI.

Each Entity will be responsible for canvassing its respective precinct returns for the Joint Election.

VII.

If an Entity cancels its election pursuant to section 2.053 of the election code, that Entity shall promptly notify ADMINISTRATOR. Cancellation of an Entities election shall not void this agreement for any remaining Entity conducting an election on **Saturday, May 7th, 2022.**

VIII.

The undersigned persons are the duly authorized signatories of their Entities, and their signatures represent acceptance of the terms and conditions of this Agreement, as passed and approved by their respective governing bodies.

IX.

This Agreement may be executed in two or more counterparts. Together the counterparts shall be deemed an executed original instrument. An original signed copy of this agreement shall be provided to each entity who enters into contract with ADMINISTRATOR.

**THIS IS THE SIGNATURE PAGE AFFIXED TO THE MAY 7, 2022 JOINT ELECTION AGREEMENT BETWEEN
KENDALL COUNTY AND LOCAL POLITICAL SUBDIVISIONS**

Administrator:

(SEAL)

BY: _____
STACI L. DECKER, ELECTIONS ADMINISTRATOR
KENDALL COUNTY ELECTIONS OFFICE

Signed and agreed to this ____ day of _____, 2022.

The Local Political Subdivision "LPS":

Approved by the _____ in its meeting held the _____ day of
_____, 2022, and executed by its authorized representative.

BY: _____

Printed Name: _____

Official Title: _____

Name of Entity: _____

Signed and agreed to this ____ day of _____, 2022.

Exhibit B

[illegible]

Exhibit B

[illegible]

May 7, 2022 Joint Election
(Estimate of Election Expenses)

Postage	(Mail Media to ES&S)	\$200.00	\$200.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Personal Vehicle Mileage (Setup/Opening/Closing)	<i>**No Charge to LPS**</i>	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
	SUBTOTAL	\$200.00	\$200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sections A-D Total		\$57,379.00	\$20,363.50	\$5,568.50	\$6,543.50	\$6,695.50	\$3,915.50	\$6,233.50	\$4,143.50	\$3,915.50
Section E. Administrative Fee										
Elections Services Contract Administrative Fee	(Election Total x 10%)	\$5,737.90		\$556.85	\$654.35	\$669.55	\$391.55	\$623.35	\$414.35	\$391.55
	SUBTOTAL	\$5,737.90		\$556.85	\$654.35	\$669.55	\$391.55	\$623.35	\$414.35	\$391.55
TOTAL ESTIMATED COST OF ELECTION:		\$63,116.90	\$20,363.50	\$6,125.35	\$7,197.85	\$7,365.05	\$4,307.05	\$6,856.85	\$4,557.85	\$4,307.05

Exhibit C

MAY, 2022 JOINT ELECTION

KENDALL COUNTY, TEXAS

Division of Expenses

Item to be Divided	Special Notes
Ballot Printing Costs	To be divided equally among entities conducting an election.
Publication of Notices <ul style="list-style-type: none">○ Notice of Public Test of Equipment○ Early Voting Notices○ Election Day Notices (to include polling locations)	To be divided equally among entities conducting an election.
Programming Media: Election Systems and Software	To be divided equally among entities conducting an election.
Supplies: Ballot By Mail, Early Voting, Election Day & Central Count	To be divided equally among entities conducting an election.
Early Voting Clerks (Main location)	To be divided equally among entities conducting an election.
Early Voting Clerks (Branch location)	To be paid for by the requesting entity.
Election Day Judges & Clerks	This will be split according to the precincts your jurisdiction falls within.
Training of Election Workers	This will be paid for by the County. (Only when it's a County ORDERED Election)
Pickup & Delivery of Election Equipment and Supplies	This will be split according to the precincts your jurisdiction falls within.
Early Voting Ballot Board Personnel	To be divided equally among entities conducting an election.
Central Count Station Personnel	To be divided equally among entities conducting an election.
Provisional & Late Ballot Board Personnel	To be divided equally among entities conducting an election.
Election Day Site Support Personnel (Including Vendor Support)	This will be paid for by the County. (Only when it's a County ORDERED Election)
Postage	To be divided equally among entities conducting an election.
Vehicle Mileage (Employees)	To be paid for by the requesting entity.