

AUG 22 2022

Approved

REQUEST FOR AGENDA PLACEMENT FORM

Submission Deadline - Tuesday, 12:00 PM before Court Dates

SUBMITTED BY: Patty Bourgeois
TODAY'S DATE: 08-16-22

DEPARTMENT: Elections

SIGNATURE OF DEPARTMENT HEAD: *Patty Bourgeois*

REQUESTED AGENDA DATE: 08-22-22

SPECIFIC AGENDA WORDING: Consideration to approve the Contracted Election Agreement including Exhibit A, B, & C between Johnson County and Cresson Crossroads MUD No. 2 for the November 8, 2022 Election.

PERSON(S) TO PRESENT ITEM: Patty Bourgeois

SUPPORT MATERIAL: (Must enclose supporting documentation)

TIME: 2	ACTION ITEM: _____
	WORKSHOP _____
(Anticipated number of minutes needed to discuss item)	CONSENT: _____
	EXECUTIVE: _____

STAFF NOTICE:

COUNTY ATTORNEY: <input checked="" type="checkbox"/> _____	IT DEPARTMENT: _____
AUDITOR: _____	PURCHASING DEPARTMENT: _____
PERSONNEL: _____	PUBLIC WORKS: _____
BUDGET COORDINATOR: _____	OTHER: _____

*****This Section to be Completed by County Judge's Office*****

ASSIGNED AGENDA DATE: _____

REQUEST RECEIVED BY COUNTY JUDGE'S OFFICE _____

COURT MEMBER APPROVAL _____ Date _____

**ELECTION AGREEMENT
FOR JOHNSON COUNTY AND CRESSON CROSSROADS MUD NO. 2
NOVEMBER 8, 2022**

THIS AGREEMENT is made and entered into this 16 day of Aug. 2022, by and between the COUNTY OF JOHNSON, TEXAS, acting by and through the JOHNSON COUNTY ELECTIONS ADMINISTRATOR (hereinafter referred to as "COUNTY") and CRESSON CROSSROADS MUD NO. 2, acting by and through its Executive Director or his designee (hereinafter referred to as "CRES. MUD No.2").

WHEREAS, the COUNTY will be conducting the "CRES. MUD No.2" Special Election on November 8, 2022 for registered voters of Johnson County, Texas residing within CRES. MUD No.2; and

WHEREAS, pursuant to Sec. 31.093, Texas Elections Code, the County Elections Administrator is required to enter into a contract with CRES. MUD No.2 to conduct and furnish election services for this November 8, 2022 Special Election of CRES. MUD No.2: and

WHEREAS, CRES. MUD No.2 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 8, 2022 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 8, 2022, 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 8, 2022, shall have and use the election Judges and ES&S AutoMark 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 CRES. MUD No.2.

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 CRES. MUD No.2 as soon as possible.
- b. Appoint, notify, and train the presiding judges and alternate judges and clerks. The names and addresses of each judge and alternate judge and clerk shall be furnished to the CRES. MUD No.2 at a later date.
- 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 lists of registered voters to the election judges.
- 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, Patty Bourgeois shall serve as Early Voting Judge for the CRES. MUD No.2 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 location listed on Exhibit A. All eligible voters in the CRES. MUD No.2 of Johnson County may vote early at the City Park Pavilion of Godley; 104 E. Allen Ave., Godley, Texas 76044.
- c. Early Voting by personal appearance will begin on October 24, 2022, and will end on November 4, 2022. There will be early voting on Saturdays, Sundays, 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. CRES. MUD No.2 shall forward any requests by mail applications to the COUNTY.
- c. The COUNTY shall be responsible for all preparation of mail ballots including mailing ballot to voter.

3.03 The Ballot Board Judge for the CRES. MUD No.2 shall be as 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. (7th day or earlier 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 AutoMark 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. CRES. MUD No.2

CRES. MUD No.2 shall have the following responsibilities in conducting this election on November 8, 2022

- 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 11th day of August 2022. If the documents are not received by the above date this Election Agreement will be terminated and County will have no obligations regarding the above referenced election.
- 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 to 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 3rd and 11th 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 AutoMark equipment, M650 optical scan equipment, 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 CRES. MUD No.2 and COUNTY agree to continue to perform their respective responsibilities as set forth in this Agreement as are applicable to a run-off election. CRES. MUD No.2 will be responsible for any and all additional costs associated with the run-off election incurred by COUNTY. Any additional costs owed to COUNTY by CRES. MUD No.2 will be invoiced by COUNTY and CRES. MUD No.2 agrees to pay said invoiced amount within thirty (30) days of receipt of the invoice from COUNTY.

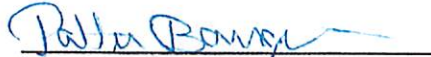
VII. TERMINATION IF ELECTION IS CANCELED

- 7.01 In the event that the election is canceled due to all candidates being unopposed, County and CRES. MUD No.2 agree that this Agreement will be terminated and CRES. MUD No.2 will owe a cancellation fee of \$75.00 to be paid by CRES. MUD No.2 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 18th day of August, 2022.


Patty Bourgeois
Elections Administrator
Johnson County, Texas


On behalf of Cresson Crossroads MUD No.2, I hereby accept the terms of this Agreement.

Signed the 17th day of August, 2022.


Bill Cherry, Cresson Crossroads MUD No. 2

IN WITNESS WHEREOF, the above Agreement was adopted at a meeting of the Commissioner's Court of Johnson County on the 22 day of August, 2022.

COUNTY OF JOHNSON


County Judge
Johnson County Commissioners
Court

Officials for notice:
Patty Bourgeois
Elections Administrator
Johnson County
P.O. Box 895
Cleburne, Texas 76033

Amy R. Bieber, Cresson Crossroads
MUD No. 2
2728 N Harwood St.
Dallas Texas 75201

EXHIBIT A/B

**CRESSON CROSSROADS MUD NO.2
SPECIAL ELECTION
NOVEMBER 8, 2022
EARLY VOTING POLLING LOCATION
(ELECCIÓN ESPECIAL CRESSON CROSSROADS MUD NO.2
8 DE NOVIEMBRE DEL 2022
CENTRO PARA VOTACIÓN ADELANTADA)**

October 24, 2022 through November 4, 2022 is the period for early voting by personal appearance (Sec. 85.001). Any voter qualified to vote in the November 8, 2022, Cresson Crossroads MUD No. 2 Special Election is eligible for early voting by personal appearance.

Early voting by personal appearance will be conducted at the following location:

Monday, October 24, 2022 - Friday, October 28, 2022 hours: 8:00 am until 5:00 pm

Monday, October 31, 2022 - Friday, November 4, 2022 hours: 7:00 am until 7:00 pm

(Del 24 de octubre de 2022 al 4 de noviembre de 2022 es el periodo de votación anticipada en persona (Art. 85.001) Cualquier votante calificado para votar en las Elecciones Especial de la

Cresson Crossroads MUD No. 2 del 8 de noviembre de 2022 es elegible para la votación anticipada en persona. La votación anticipada en persona se llevará a cabo en el siguiente

lugar: Martes, 24 de Octubre del 2022 – viernes, 28 de Octubre del 2022; horas: 8:00 am hasta 5:00 pm Martes 31 de Octubre del 2022 – viernes, 4 de Noviembre del 2022; horas: 7:00 am

hasta 7:00 pm.)

Hours for additional weekend early voting will be extended at the early voting location to include:

Saturday October 29, 2022, 7:00 am to 7:00 pm.

Sunday October 30, 2022, 10:00 am to 4:00 pm

(Las horas adicionales para la votación adelantada durante el fin de semana serán extendidas en la ubicación para votación adelantada incluyendo:

Sábado, 29 de Octubre del 2022, 7:00 am hasta 7:00 pm

Domingo, 30 de Octubre del 2022, 10:00 am hasta 4:00 pm)

Early Voting

**City Park Pavilion of Godley
(Pabellón del parque de la ciudad de Godley)
104 E. Allen Ave.
Godley, Texas 76044**

EXHIBIT B

**CRESSON CROSSROADS MUD NO.2
SPECIAL ELECTION
NOVEMBER 8, 2022
POLLING LOCATIONS
7:00am -7:00pm
(ELECCIÓN ESPECIAL CRESSON CROSSROADS MUD NO.2
8 DE NOVIEMBRE DEL 2022
CENTRO PARA VOTACIÓN ADELANTADA)**

Pct. 1

**Chisholm Summit Community Church
(Iglesias Comunitaria Chisholm Summit)
9705 CR 1016
Burleson, Texas 76028**

Exhibit C

COST OF SERVICE. The Cresson Crossroads MUD #2 shall pay for services , supplies, and equipment in accordance with the following estimated cost schedule. The Cresson Crossroads MUD #2 will be liable to pay all the expense that have endured; and a 10% administration fee.

CRESSON CROSSROADS MUD #2: 2022 NOVEMBER 8TH

Contracted Election with Johnson County/Separate Ballots 1 EV & 1 ED Locations.

Pct. 1

1. VOTING EQUIPMENT, TABULATION NOTICE, AND BUILDING RENTAL	Estimated Cost
<u>(X) Rental M650 Optical Scanner</u>	\$0.00
<u>(X) Rental ES&S Auto-Mark for HAVA</u>	\$0.00
<u>(X) Programming Charges/Coding/Media/ shipping for 650 Central count & Auto-marks</u>	\$100.00
<u>(X) Printing Ballots/Layout/Spanish Coding/ shipping</u>	\$50.00
<u>(X) Publish Notice of Tabulation Test</u>	\$0.00
<u>(X) Building Rental</u>	\$0.00
2. CENTRAL COUNT EXPENSES	
<u>(X) CC Station Manager</u>	\$62.50
<u>(X) Tabulation Supervisor</u>	\$75.00
<u>(X) Assistant Tabulation Supervisor</u>	\$75.00
<u>(X) ENR Manager</u>	\$50.00
<u>(X) ENR Assistant</u>	\$37.50
<u>(X) ENR Assistant</u>	\$37.50
<u>(X) CC Station Clerks</u>	\$264.00
<u>(X) Early Voting Ballot Board Judge</u>	\$208.00
<u>(X) Early Voting Ballot Board Personnel</u>	\$1,056.00
<u>(X) Provisional/Late Ballot Board Judge</u>	\$52.00
<u>(X) Provisional/Late Ballot Board Clerks</u>	\$132.00
<u>(X) Security</u>	\$600.00
3. ESTIMATED EARLY VOTING COSTS	
<u>(X) Judge's Kit Early Voting</u>	\$40.00
<u>(X) Ballot by Mail CCM#2</u>	\$25.00
<u>(X) Early Voting Judge</u>	\$910.00
<u>(X) Early Voting Clerks</u>	\$2,145.00
<u>(X) Early Voting Mileage Reimbursement</u>	\$50.00
<u>(X) Early Voting Pick up & delivery fee</u>	\$12.50

Exhibit C

4. ESTIMATED ELECTION DAY COSTS

<u>(X) Judge's Kit Election Day</u>	\$40.00
<u>(X) Election Day Judge</u>	\$104.00
<u>(X) Election Day Clerks</u>	\$231.00
<u>(X) Election Day Pick up & delivery fee</u>	\$12.50
<u>(X) Supplies</u>	\$100.00

Subtotal \$6,469.50

5. CONTRACT ADMINISTRATIVE FEE & TOTAL COST

<u>10% of Subtotal</u>	\$646.95
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TOTAL COST \$7,116.45

*** Per section: 7.01**

If the Election is canceled there will be a fee of \$75.00 to be paid by MUD within (30) days of said cancellation.