

ORDINANCE 2022-27

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, ORDERING A GENERAL ELECTION ON NOVEMBER 8, 2022 FOR THE PURPOSE OF ELECTING ONE COUNCILMEMBER DISTRICT 1; ONE COUNCILMEMBER DISTRICT 2; AND TWO COUNCILMEMBERS AT-LARGE; PROVIDING FOR JOINT ELECTION WITH CALDWELL COUNTY; ESTABLISHING EARLY VOTING LOCATIONS AND HOURS; ORDERING NOTICE OF ELECTION TO BE GIVEN AS PRESCRIBED BY LAW; AND MAKING PROVISIONS FOR THE CONDUCT OF THE ELECTION.

WHEREAS, state and city law provide that on November 8, 2022 there shall be a general election for the purpose of electing one (1) Councilmember District 1; one (1) Councilmember District 2; and two (2) Councilmembers At-Large.

WHEREAS, state law further provides that the Election Code of the State of Texas is applicable to said election, and in order to comply with said Code, a city Ordinance should be passed designating the voting places for said election.

WHEREAS, the City Council also has the authority pursuant to Chapter 271, Texas Election Code, to enter into a joint election agreement with Caldwell County, which is a political subdivision that is also holding an election on the same date.

NOW, THEREFORE, BE IT ORDERED BY THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, THAT:

Section 1. Call of Elections: Date: Eligible Electors: and Hours. A General Election shall be held on Tuesday, November 8, 2022, which is seventy eight (78) or more days from the date of the adoption of this order (the "Order") within the entire territory of the City of Lockhart ("CITY") at which all resident, qualified voters of the CITY shall be entitled to vote to fill two (2) Councilmember At-Large positions. A general election shall be held also in CITY for Single-member Council Districts One (1) and Two (2) for the election of council members from these Single-member districts, at which all resident, qualified voters of each single-member district shall be entitled to vote for candidates for City Council Member from their respective districts. The City Council hereby finds that holding these elections (collectively referred to herein as "Elections") on such date, which is a uniform election date, is in the public interest. The hours during which the polling places are to be open for the Elections shall be from 7 a.m. to 7 p.m.

Section 2. Ballots. The ballot for Elections shall conform to the requirements of the Texas Election Code so as to permit the electors to vote on the aforesaid candidates.

Section 3. Conduct of Elections. Joint Election Agreement and Appointment of Election Officers. The Elections shall be conducted by election officers, in accordance with the Texas Election Code and the Constitution and laws of the State of Texas and the United States of America. A ballot shall be utilized for the Elections as administered by Caldwell County (the "COUNTY") and it is specifically sufficient that the races in the City Elections may appear on a ballot combined with the races involved in the Joint Election with the other participating entity for Caldwell County Precincts within the city limit boundaries.

Pursuant to Chapter 271 of the Texas Election Code, the Council orders that this Election be conducted 'under the terms and conditions of the Agreement to Conduct Joint Elections between City of Lockhart and Caldwell County. Chapter 271 of the Texas Election Code provides that the authorities of two or more political subdivisions that have ordered elections for the same day in all or part of the same territory, may enter into an agreement to hold the elections jointly in election precincts that can be served by common polling places, and the City Council is expressly authorizing this action. As authorized by Chapter 271 of the Texas Election Code, the CITY appoints Kimber Daniel, COUNTY Elections Administrator, as the Joint Election Officer to perform the duties set forth therefore in the Joint Election Agreement ("Exhibit A") for conducting the November 8, 2022 Election.

The COUNTY further appoints the presiding election judges and alternate presiding election judges identified in and on the terms set forth in the Joint Election Agreement.

Section 4. Appointment of Custodian of Records. To the extent not otherwise provided for in the Joint Election Agreement, the CITY appoints Kimber Daniel, Caldwell County Elections Administrator of the COUNTY, as the Custodian of Records ("Custodian") to perform the duties related to the conduct and maintenance of records of the Elections as required under the Texas Election Code.

The Custodian shall maintain an office open for election duties for at least three hours each day, during regular office hours, on regular business days during the period designated in this section. The Custodian shall post notice of the location and hours of her office as required by the Texas Election Code. The Custodian shall maintain in her office, the documents, records and other items relating to the election and shall be the person designated to receive documents on behalf of CITY that are required by the Texas Election Code.

Notwithstanding the foregoing, pursuant to Sections 66.058 and 271.010 of the Texas Election Code, the city council appoints Kimber Daniel as the Joint Custodian of Records ("Joint Custodian") for the sole purpose of preserving all voted ballots securely in a locked room in the locked ballot boxes for the period for preservation required by the Texas Election Code.

Section 5. Election Information to be provided in Spanish. Each entity shall be responsible for the preparation of notices, instructions, orders, ballot language and other written material pertaining to the Elections to be translated into and furnished to voters in both the English language and the Spanish language in order to aid and assist voters speaking Spanish as a primary or an alternative language to properly participate in the election process. In addition, the Custodian is hereby authorized and directed to make available to the voters having the need, an individual capable of acting as a translator and speaking both English and Spanish languages who will assist Spanish speaking voters in understanding and participating in the election process.

Section 6. Early Voting by Mail. The Council appoints Kimber Daniel as the Early Voting Clerk. Ballot applications and ballots voted by mail shall be addressed to the Early Voting Clerk at the address indicated immediately below:

Early Voting Clerk
Caldwell County Elections Administrator 1403
Blackjack St., Suite C
Lockhart, Texas 78644
(512) 668-4347
Email Address: kimber.daniel@co.caldwell.tx.us
Website Address: <https://www.co.caldwell.tx.us/>

Section 7. Early Voting. The Joint Early Voting Clerk for all purposes other than accepting applications for ballots by mail shall be Kimber Daniel under the terms of the Joint Election Agreement.

Early Voting Polling Places

The Main Early Voting Polling Place is hereby designated as:

Scott Annex Building
1403 Blackjack St.
Lockhart, Texas 78644

Early voting by personal appearance at the Early Voting Polling locations shall be conducted as follows:

Monday, October 24, 2022	8:00 a.m. - 5:00 p.m.
Tuesday, October 25, 2022	8:00 a.m. – 5:00 p.m.
Wednesday, October 26, 2022	8:00 a.m. – 5:00 p.m.
Thursday, October 27, 2022	8:00 a.m. – 5:00 p.m.
Friday, October 28, 2022	8:00 a.m. – 5:00 p.m.
Saturday, October 29, 2022	9:00 a.m. – 5:00 p.m.
Sunday, October 30, 2022	Closed
Monday, October 31, 2022	8:00 a.m. – 5:00 p.m.
Tuesday, November 1, 2022	8:00 a.m. – 5:00 p.m.
Wednesday, November 2, 2022	8:00 a.m. – 5:00 p.m.
Thursday, November 3, 2022	8:00 a.m. – 5:00 p.m.
Friday, November 4, 2022	7:00 a.m. – 7:00 p.m.

The Temporary Early Voting Polling Place is hereby designated as:

Luling Civic Center
333 E. Austin St.
Luling, TX 78648

The Main Early Voting Polling Place shall also remain open on the day of the Election during the hours the polls are required to be open for voting by the Texas Election Code.

Section 8. Delivery of Voted Ballots: Counting. In accordance with the requirements of the Texas Election Code, after the close of voting on Election Day, the presiding election judges for each respective precinct shall deliver the ballot boxes and returns for their respective precinct to the Return Center. The early voting ballot board, at a time and in the manner permitted under the Texas Election Code, shall deliver the early voting ballots and returns to the Return Center.

Section 9. Canvassing of Returns: Declaring Results. The Joint Election Officer, as CITY's designated election officer under the Joint Election Agreement, shall make a written return of the Election results to CITY in accordance with the Texas Election Code. The City Council shall canvass the returns and declare the results of the Election.

Section 10. Notice of Election. Notice of the Election, stating in substance the contents of this Ordinance, shall be published in the English and Spanish languages at least once in a newspaper published within CITY's territory at least 10 days and no more than 30 days, prior to the election, and as otherwise may be required by the Texas Election Code and Texas Local Government Code. Notice of the Elections shall also be posted on the bulletin board used by the Council to post notices of the Council's meetings no later than the 21st day before the Elections, or if the 21st day before the Elections falls on a weekend or holiday, on the first business day thereafter.

Section 11. Training of Election Officials. Pursuant to the Texas Election Code, a public school of instruction for all election officers shall be held as arranged or contracted by the Joint Election Officer.

Section 12. Authorization to Execute. The Mayor of the CITY is authorized to execute and the City Secretary of the CITY is authorized to attest this Ordinance on behalf of the City Council; and the Mayor of the City Council is authorized to do all other things legal and necessary in connection with the holding and consummation of the Elections.

Section 13. Effective Date. This Ordinance is effective immediately upon its passage and approval.

PASSED AND APPROVED on July 5, 2022.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Constancio, TRMC
City Secretary

Monte Akers
City Attorney

"EXHIBIT A"

STATE OF TEXAS

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COUNTY OF CALDWELL

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CONTRACT FOR ELECTION SERVICES

KNOW ALL PERSONS BY THESE PRESENTS:

This Contract, by and between The City of Lockhart (the “City”), a political subdivision of the State of Texas located in Caldwell County, Texas, and Caldwell County, a political subdivision of the State of Texas (the “County”), through its Elections Administrator, Kimber Daniel (the “Administrator”). The City of Lockhart and the Administrator are sometimes hereinafter collectively referred to as the “Parties”.

WITNESSETH:

WHEREAS, the Administrator and the City, both of which are situated in Caldwell County, Texas, are authorized to execute this Contract pursuant to the provisions of the Texas Election Code, Chapter 31, Subchapter D, for the conduct and supervision of the City of Lockhart City Council General Election to be held on November 8, 2022 (the “Election”); and

WHEREAS, The Administrator and the City have determined that it is in the public interest of the inhabitants of the City that the following contract be made and entered into for the purpose of having the Administrator furnish the City certain services and equipment needed for the Election.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the Parties hereby contract, covenant and agree as follows:

Article 1. Administrator’s Duties and Services. The Administrator agrees to undertake certain responsibilities and perform the following services for the City in connection with the City Council Election to be held on November 8, 2022:

1. Recruit and appoint qualified persons to serve as presiding election judges and alternate judges and train the judges and clerks; and arrange for the use of polling places.
2. Procure and distribute election supplies, including preparation, printing and distribution of ballots.
3. Compile lists of eligible registered voters to be used in conducting the Election, including lists for early voting and for each precinct established for the Election.
4. Procure, prepare and distribute election equipment, transport equipment to and from the polling places, and issue election supplies to the precinct judges.
5. Supervise the conduct of early voting by personal appearance and by mail, and supply personnel to serve as deputy early voting clerks.
6. Assist in providing general overall supervision of the Election and provide advisory services in connection with the decisions to be made and actions to be taken by officers of the City.
7. Other incidental related services as may be necessary to effectuate the Election.

NOTHING IN THIS AGREEMENT IS INTENDED TO LIMIT THE DISCRETION OF THE ADMINISTRATOR IN THE EXECUTION OF HER DUTIES. IT IS FOR THE ADMINISTRATOR, IN THE EXERCISE OF REASONABLE DISCRETION, TO DETERMINE HOW THE EFFORTS OF HER OFFICE SHOULD BE ALLOCATED THROUGHOUT THE COUNTY.

Article 2. City Duties and Services. The City agrees to perform the following duties:

1. Prepare and adopt all orders and resolutions necessary to conduct the Election.
2. Prepare and publish all required Election notices.
3. Deliver to the Administrator as soon as possible, but not later than legally required before the Election, the ballot language including the list of candidates, or any measures that are to be printed on the ballot with the exact form, wording and spelling that is to be used.
4. Provide the services necessary to translate any Election documents into Spanish.
5. Pay any additional costs incurred by the Administrator if a recount for said Election is required, or the election is contested in any manner.
6. Provide technical assistance requested by the Administrator.

Article 3. Administration. The Administrator will be responsible for administering this agreement and providing supervisory control and command over all the agents, officers, and other personnel performing services pursuant to this Agreement. The contact person and representative for the Elections Office is the Administrator, or her designee, and the contact person and representative for the City is Connie Constancio, City Secretary.

Article 4. Cost of Services. The City of Lockhart shall reimburse the County for all expenses incurred for any Election, or any runoff Election that may be required and which is conducted by the Administrator and, in addition, the City of Lockhart shall pay an administrative fee of 10% of the total cost of the Election and any runoff Election or \$500, whichever is greater. In the event the services are provided for a joint election, the cost shall be equally prorated between the participating entities. A runoff Election shall be treated as a separate election. Within 20 days of the completion of the Election, the Administrator shall submit a statement to the City of Lockhart listing all of the expenses and the administrative fee. The City of Lockhart shall pay the total amount within 45 days of the Election or any runoff Election. The City shall remit payment directly to the County for costs incurred.

The County shall remit payment directly to the Vendor, any costs associated with ballots, programming, coding and any other expenses incurred. The County shall remit payment directly to the Election judges, alternate judges and clerks including their delivery fees.

Article 5. Liability. The City shall be responsible for any actual expenses for repairs for any damage that occurs to the DS200 or ExpressVote systems and related voting equipment to the extent that any such repairs are not covered under the vendor's warranty. The City shall not be liable for any damage to the Election equipment or related voting equipment that is caused by a third party outside of the control of the City.

Article 6. General Conditions.

1. Nothing contained in this contract shall authorize or permit a challenge in the officer with whom or the place at which any document or record relating to the Election is to be filed, or place at which any function of the canvass of the Election returns is to be performed, or the officer to serve as custodian of voted ballots or other Election Records.
2. The Administrator may assign deputies to perform any of the contracted services.
3. The Administrator may contract with third persons for the Election services and supplies; and the Administrator will pay the claims for those election expenses, and shall remain responsible for the supervision and conduct of such third parties.
4. This contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Caldwell County, Texas.

5. In case any one or more of the provisions contained in this contract shall for any reason 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 contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
6. No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the parties hereof.
7. The parties acknowledge that the Contracting Officer may contract with other entities holding elections at the same time as the City on November 8, 2022.

Article 7. Miscellaneous. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defenses available at law or in equity to the County, the City or the Administrator, or to create any legal rights or claim on behalf of any third party. Neither the County, the City, nor the Administrator waives any defenses whatsoever, including, but not limited to, governmental immunity.

Article 8. Notice. Any notice provided for under this Agreement shall be forwarded to the following addresses:

Caldwell County Elections Administrator
1403-C Blackjack St
Lockhart, TX 78644

The City of Lockhart
308 West San Antonio Street
PO Box 239
Lockhart, TX 78644

Signed and Agreed Upon this the 2nd day of March, 2022.

Caldwell County Elections Administrator

Kimber Daniel, PhD

The City of Lockhart

Lew White, Mayor

ATTEST:

Connie Constancio, TRMC, City Secretary