

## ORDINANCE 2019-14

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, ORDERING A GENERAL ELECTION ON NOVEMBER 5, 2019 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 POLLING PLACES; 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 5, 2019 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 5, 2019, which is seventy eight (78) or more days from the date of the adoption of this order (the "Order") within the entire territory of CITY at which all resident, qualified voters of CITY shall be entitled to vote to fill two (2) Councilmember At-Large positions. A general election shall be held also in CITY 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 at 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 Pamela Ohlendorf, 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 5, 2019 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. Voting Precincts.** Except as otherwise provided herein, the presently existing boundaries and territory of the respective Caldwell County Election Precincts, that are wholly or partially within the territorial boundaries of the CITY are hereby designated as the voting precincts of CITY for the Election.

The COUNTY has the following Election Precincts within the City limits and said election shall be held at the following polling places in said City on election day:

County Precinct Numbers	City District Number	Polling Location/Address
105 109 110 401 407 410 411	1	St. Marks Methodist Church Hall 602 East Live Oak St. Lockhart, TX 78644
107 108 115 402	2	St. Mary's Catholic Church Hall 205 West Pecan Lockhart, TX 78644
103 112 113 117 400 412	3	City Hall – Glosserman Room 308 West San Antonio Street Lockhart, TX 78644
100 101 111 408	4	First Lockhart Baptist Church Hall 315 West Prairie Lea St. Lockhart, TX 78644

Section 271.003 of the Texas Election Code provides that voters of a particular election precinct or a political subdivision may be served in a joint election by a common polling place located outside the boundary of the election precinct or political subdivision if the location can adequately and conveniently serve the affected voters and will facilitate the orderly conduct of the elections and the CITY hereby finds that the polling places established for the Elections adequately and conveniently serve the voters of the CITY.

**Section 5. Appointment of Custodian of Records.** To the extent not otherwise provided for in the Joint Election Agreement, the CITY appoints Pamela Ohlendorf, 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 Pamela Ohlendorf 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 6. 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 7. Early Voting by Mail.** The Council appoints Pamela Ohlendorf 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

**Section 8. Early Voting.** The Joint Early Voting Clerk for all purposes other than accepting applications for ballots by mail shall be Pamela Ohlendorf under the terms of the Joint Election Agreement.

**Main Early Voting Polling Place**

The Main Early Voting Polling Place is hereby designated as:

Caldwell County Elections Administrator's Office  
1403 Blackjack St.  
Lockhart, Texas 78644

**Temporary Early Voting Branch Polling Place**

The Temporary Branch Polling Place is hereby designated as:

Luling Civic Center  
300 East Austin Street  
Luling, TX 78648

Early voting by personal appearance at the Main Early Voting location shall be conducted from October 21, 2019 through November 1, 2019 with a minimum of two days being the hours of 7:00 a.m. until 7:00 p.m. and on Saturday, October 26, 2019. The Caldwell County Elections Administrator will determine the early voting hours during the early voting period.

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 9. 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 10. 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 11. 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 21<sup>st</sup> day

before the Elections, or if the 21<sup>st</sup> day before the Elections falls on a weekend or holiday, on the first business day thereafter.

**Section 12. 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 13. 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 14. Effective Date.** This Ordinance is effective immediately upon its passage and approval.

**PASSED AND APPROVED** on July 16, 2019.

**CITY OF LOCKHART**

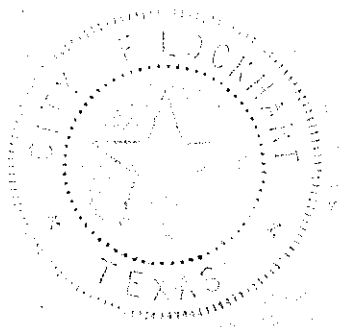
  
\_\_\_\_\_  
Lew White, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Connie Constancio, TRMC, City Secretary

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Monte Akers, City Attorney



**“EXHIBIT A”**

STATE OF TEXAS                    §

COUNTY OF CALDWELL           §

**CONTRACT FOR ELECTION SERVICES**

**KNOW ALL PERSONS BY THESE PRESENTS:**

**THIS CONTRACT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the City of Lockhart, a political subdivision located in Caldwell County, Texas, and the Caldwell County Elections Administrator, (the “**OFFICER**”). The City of Lockhart and the OFFICER are sometimes hereinafter collectively referred to as the “Parties”.

**WITNESSETH:**

**WHEREAS**, the OFFICER and the City of Lockhart, 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 General Election to be held on November 5, 2019; and

**WHEREAS**, the City of Lockhart and the OFFICER have determined that it is in the public interest of the inhabitants of the City of Lockhart that the following contract be made and entered into for the purpose of having the OFFICER furnish to the City of Lockhart certain election services and equipment needed for the City of Lockhart 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. OFFICER’S DUTIES AND SERVICES.** The OFFICER agrees to undertake certain responsibilities and perform the following services for the City of Lockhart in connection with the General Election to be held on November 5, 2019 (the “Election”):

1. Recruit and appoint qualified persons to serve as presiding election judges, 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 of Lockhart who are responsible for holding the Election.
7. Other incidental related services as may be necessary to effectuate the Election.
8. Remit to the City of Lockhart a detailed listing of expenses incurred to conduct the Election for payment within the time period set forth in Article 4. (Cost of Services).

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

**Article 2. CITY OF LOCKHART DUTIES AND SERVICES.** The City of Lockhart 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 OFFICER 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 OFFICER if a recount for said Election is required, or the election is contested in any manner.
6. Provide technical assistance requested by the OFFICER.

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

**Article 4. COST OF SERVICES.** City of Lockhart shall reimburse the OFFICER expenses for the 2019 City of Lockhart General election at a percentage that is dependent upon the number of entities participating in the November 5, 2019 Election. The costs/percentage shall be equally prorated between the participating entities. In addition, City of Lockhart shall pay an administrative fee of **10%** of the total cost of the election. An itemized list of estimated elections expenses is attached as Exhibit "A" and incorporated by reference for all purposes. A runoff election shall be treated as a separate election. Within 20 days of the completion of the election, the OFFICER shall submit a statement to City of Lockhart listing all of the expenses and the administrative fee. City of Lockhart shall pay the total amount within 45 days of receiving the statement of expenses.

**Article 5. LIABILITY.** City of Lockhart shall be responsible for any actual expenses for repairs for any damage that occurs to the DRE machines by City of Lockhart to the extent that any such repairs are not covered under the vendor's warranty. City of Lockhart shall not be liable for any damage to a DRE machine that is caused by a third party outside of the control of City of Lockhart.

**Article 6. GENERAL CONDITIONS.** The following general conditions shall apply:

1. Nothing contained in this contract shall authorize or permit a change in the office 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 OFFICER may assign deputies to perform any of the contracted services.
3. The OFFICER may contract with third persons for Election services and supplies; and the OFFICER 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.

**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, City of Lockhart or the OFFICER, or to create any legal rights or claim on behalf of any third party. Neither the County, City of Lockhart, nor the OFFICER 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 Blackjack St., Suite C  
 Lockhart, TX 78644

City of Lockhart  
 City Secretary  
 308 W. San Antonio St.  
 Lockhart, TX 78644

**CALDWELL COUNTY ELECTIONS ADMINISTRATOR**

SIGNED AND AGREED UPON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2019.

\_\_\_\_\_  
 Pamela Ohlendorf  
 Caldwell County Elections Administrator

**CITY OF LOCKHART**

SIGNED AND AGREED UPON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2019.

\_\_\_\_\_  
 Lew White, Mayor





Pamela Ohlendorf  
 Elections Administrator / Voter Registrar  
 Caldwell County Elections Office  
 1403 Blackjack St  
 Lockhart, Texas 78644

EXHIBIT "A"

ESTIMATED COST FOR ELECTION EXPENSES

<b>1. Rental of voting equipment (Election Day &amp; Early Voting)</b>							
<b>A. General</b>							
<b>1. Number of ExpressVotes</b>							
_____ rental units		X		\$75.00			\$0.00
<b>2. Number of DS200</b>							
_____ rental units		X		\$75.00			\$0.00
<b>2. Election kits</b>							\$0.00
<u>0</u>	For Early Voting		\$38.04	X		\$0.00	
<u>0</u>	For Regular Voting		\$34.13	X		\$0.00	
<u>0</u>	For Central Counting		\$11.61	X		\$0.00	
<b>3. Cost of General ES&amp;S:</b>							\$0.00
	Ballots		\$0.00				
	Pollbook		\$0.00				
	Abst Kits		\$0.00				
	Coding		\$0.00				
	Layout		\$0.00				
	Site Support		\$0.00				
	Supplies		\$0.00				
<b>4. Cost of Rental polling locations (____ locations X \$100.00)</b>							\$0.00
<b>5. Election Workers for Early Voting and Election Day Voting</b>							
<b>County Payroll</b>							
Total Clerks	Straight Hrs	OT Hours	ST-Rate	OT-Rate	SS/MC=7.65%		
<u>7</u>			\$9.00	\$13.50	\$0.00		\$0.00
Total Judges	Straight Hrs	OT Hours	ST-Rate	OT-Rate	SS/MC=7.65%		
<u>7</u>			\$11.00	\$16.50	\$0.00		\$0.00
<b>Accounts Payable</b>							
<b>A. Election Day</b>							
Total Clerks	Straight Hrs	OT Hours	ST-Rate	OT-Rate			
<u>16</u>			\$9.00				\$0.00
Total Judges	Straight Hrs	OT Hours	ST-Rate	OT-Rate			
<u>18</u>			\$11.00				\$0.00
<b>9. Central Counting Station Personnel (*81.121)</b>							
<u>2</u>	workers	w/total	7.75		X	\$9.00	\$0.00
<b>7. Election Day Clerks' fee for pickup &amp; delivery of supplies</b>							
<u>13</u>	workers	X	\$25	Delivery			\$0.00
<b>10. Miscellaneous election costs</b>							
	Newspaper - ID certification					\$0.00	
	Additional Supplies					\$0.00	
	Polling envelopes/Ballots					\$0.00	
<b>Additional county employees:</b>							
<u>1</u>	whor/Full Time	w/total	ST	OT			
				<u>0</u>	X	\$23.39	\$0.00
PT Office	Straight Hrs	OT Hours	ST-Rate	OT-Rate	SS/MM=7.65%		
<u>1</u>		<u>0</u>	11.25	9	\$0.00		\$0.00
<b>GRAND TOTAL:</b>							<u>TBD</u>