

**CITY OF GONZALES, TEXAS
SPECIAL CALLED CITY COUNCIL MEETING
GONZALES MUNICIPAL BUILDING 820 ST. JOSEPH STREET
AGENDA –SEPTEMBER 2, 2021 5:00 P.M.**

CALL TO ORDER, INVOCATION, AND PLEDGES OF ALLEGIANCE

HEARING OF RESIDENTS

This time is set aside for any person who wishes to address the City Council. Each person should fill out the speaker's register prior to the meeting. Presentations should be limited to no more than 3 minutes.

All remarks shall be addressed to the Council as a body, and not to any individual member thereof. Any person making personal, impertinent, or slanderous remarks while addressing the Council may be requested to leave the meeting.

Discussion by the Council of any item not on the agenda shall be limited to statements of specific factual information given in response to any inquiry, a recitation of existing policy in response to an inquiry, and/or a proposal to place the item on a future agenda. The presiding officer, during the Hearing of Residents portion of the agenda, will call on those persons who have signed up to speak in the order they have registered.

ACTION ITEMS

- 1.1 Discuss, Consider and Possible Action Approving **Resolution #2021-** Authorizing the City Manager to Execute an Agreement for Election Services with Gonzales County for the November 2, 2021 Special Election to fill a vacancy.

PUBLIC HEARING

Citizens are invited to provide public comments on the following matters:

The City Council of the City of Gonzales has approved a preliminary tax rate of \$0.3252, which exceeds the lower of the no-new revenue or voter-approval tax rate, and that if adopted, would increase the total tax revenues from properties on the tax roll in the preceding year by 5.39% or \$88,200, but would decrease the total tax rate from the preceding tax year by \$0.0259, or 7.38%.

Public Hearing for citizen input regarding the use of City Funds for Fiscal Year beginning October 1, 2021 and ending September 30, 2022. This budget will raise more total property taxes than last year's budget by \$88,200 or 5.39% and of that amount \$8,176 is tax revenue to be raised from new property added to the tax roll this year.

Public Hearing for citizen input regarding the proposed Rate Fee Schedule for Fiscal Year beginning October 1, 2021 and ending September 30, 2022.

WORKSHOP

- 2.1 Presentation, discussion and deliberation on the Proposed Budget for the Fiscal Year Beginning October 1, 2021 and Ending on September 30, 2022.

ADJOURN

EXECUTIVE SESSION: The City Council reserves the right to discuss any of the above items in Executive Closed Session if they meet the qualifications in Sections 551.071, 551.072, 551.073, 551.074, 551.076, 551.087, of Chapter 551 of the Government Code of the State of Texas.

I certify that a copy of the September 2, 2021, agenda of items to be considered by the Gonzales City Council was posted on the City Municipal Building bulletin board on the 30th day of August, 2021 at 5:00 p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of the meeting. I further certify that the above agenda was removed on _____ day of _____, 2021 at _____ am/pm. I further certify that the following News Media were properly notified of the above stated meeting: Gonzales Inquirer.

Kristina Vega, City Secretary

The meeting facility is wheelchair accessible and accessible parking spaces are available. Request for accommodations or interpretive services must be made 48 hours prior to this meeting. Please Contact the City Secretary's office at (830)672-2815 for further information.

COUNCIL AGENDA ITEM BRIEFING DATA



AGENDA ITEM

Discuss, Consider and Possible Action on Resolution #2021-68 Authorizing the City Manager to Execute an Agreement for Election Services with Gonzales County for the November 2, 2021 Special Election to fill a vacancy

DATE: September 2, 2021

TYPE AGENDA ITEM:

Resolution

BACKGROUND:

At the August 12, 2021 City Council meeting, the council accepted the resignation of Council District 4, declared the vacancy and ordered a Special Election to fill a vacancy for the expired term. The election had to be ordered as soon as practicable after the vacancy occurs and city staff felt it practical to contract with the County for this special election. After many discussions with the County Clerk's office, it would be best for the City Council to take action on the agreement prior to the Commissioner's Court considering the agreement at their September 7th meeting.

FISCAL IMPACT:

The estimated cost to the City of Gonzales is currently \$2,562.43, however, the price could change based on factors including the amount of time the election workers spend on their required duties.

ATTACHMENTS:

Contract

STAFF RECOMMENDATION:

Staff recommends approval of the resolution.

RESOLUTION NO. 2021-68

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE A JOINT ELECTION AGREEMENT WITH GONZALES COUNTY OR THE NOVEMBER 2, 2021 SPECIAL ELECTION TO FILL A VACANCY AND A CONTRACT FOR ELECTION SERVICES BETWEEN THE CITY OF GONZALES AND GONZALES COUNTY FOR THE NOVEMBER 2, 2021 GENERAL ELECTION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council has ordered a Special Election to fill a vacancy in District 4 to be held on November 2, 2021; and

WHEREAS, the joint election will be administered by the Gonzales County Clerk's office in accordance with Chapter 271 of the Texas Election Code; and

WHEREAS, the Joint Election Agreement outlines each party's responsibility during the election process; and

WHEREAS, the terms of the Agreement allow for amendments to be made upon written approval of the Parties; and

WHEREAS, the City finds that entering into a Joint Election Agreement for the November 2, 2021 Special Election to fill a vacancy with Gonzales County is in the best interest of the City of Gonzales.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GONZALES, TEXAS:

Section 1. The City Council of the City of Gonzales hereby authorizes the City Manager to execute an agreement with Gonzales County for a joint election as specified in Exhibit "A".

Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

Section 3. All resolutions or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City

Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 6. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 7. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND APPROVED this 2nd day of September, 2021.

Mayor, Connie L. Kacir

ATTEST:

Kristina Vega, City Secretary

THE STATE OF TEXAS
COUNTY OF Gonzales

THIS CONTRACT for election services is made by and between Gonzales COUNTY and the CITY OF GONZALES, located entirely or partially inside the boundaries of Gonzales County.

This contract is made pursuant to Texas Election Code Sections 31.092 and 271.002 a for a Joint November 2, 2021 General Election to be administered by Lona Ackman, Gonzales County Clerk, hereinafter referred to as "County Clerk."

RECITALS

The participating authority, enters into agreement with the Gonzales County Clerk who will conduct its Constitutional Amendment Election on Tuesday, November 2, 2021, held for the purpose of electing to pass certain constitutional amendments. Gonzales County agrees to conduct joint election services for the CITY OF GONZALES a political subdivision located entirely or partially inside the boundaries of Gonzales County, for the purpose of voting on candidates elected to serve in the political subdivision's governing body.

Gonzales County owns an electronic voting system, ES&S Express Vote/DS200 equipment, which has been duly approved by the Texas Secretary of State pursuant to Texas Election Code Chapter 122, as amended, and is compliant with the accessibility requirements for persons with disabilities set forth by Texas Election Code Section 61.012.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, IT IS AGREED as follows:

I. ADMINISTRATION

The parties agree to hold a "November 2021 JOINT GENERAL ELECTION" with Gonzales County in accordance with Chapter 271 of the Texas Election Code and this agreement. The Gonzales County Clerk shall coordinate, supervise, and handle all aspects of administering the November 2021 JOINT GENERAL ELECTION as provided in this agreement. Each participating authority agrees to pay the Gonzales County Clerk for equipment, supplies, services, and administrative costs as provided in this agreement. The Gonzales County Clerk shall serve as the Administrator for the Joint Election; however, **the participating authority shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election.** The County Clerk shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of each participating authority as necessary.

It is understood that other political subdivisions may wish to participate in the use of the County's electronic voting system and polling places, and it is agreed that the County may enter into other contracts for election services for those purposes on terms and conditions generally similar to those set forth in this contract. In such cases, costs shall be pro-rated among the participants according to Section XI of this contract.

At each polling location the participating parties shall share a mutual ballot in those polling places where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available to those shared polling places where jurisdictions do not overlap.

II. LEGAL DOCUMENTS

Each participating authority shall be responsible for the preparation, adoption and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or the participating authority's governing body, charter or ordinances, except that the County Clerk shall be responsible for the preparation and publication of all voting system testing notices that are required by the Texas Election Code.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of each participating authority, including translation to languages other than English, unless otherwise contracted with County Clerk for such services. Each participating authority shall provide a copy of their respective election orders to the Gonzales County Clerk within compliance of the Election Law Calendar for the November 2, 2021 General Election (August 16th for election orders).

III. VOTING LOCATIONS

The County Clerk shall select and arrange for the use of and payment for all Election Day voting locations. Voting locations will be, whenever possible, the usual voting location for each election precinct in elections conducted by the County, and shall be compliant with the accessibility requirements established by Election Code Section 43.034 and the American's with Disabilities Act (ADA). The proposed voting locations are listed in Attachment A of this Agreement. In the event that a voting location is not available or appropriate, the County Clerk will arrange for use of an alternate location with the approval of the affected authorities. The County Clerk shall notify the participating authorities of any changes from the locations listed in Attachment A.

If a polling place for the November 2021 JOINT GENERAL ELECTION is different from the polling place used by the participating authority in its most recent election, the authority agrees to post a notice at the entrance to any previous polling place in the jurisdiction stating that the polling location has changed and stating the political subdivision's polling place name and address in effect for the November 2, 2021 Election. This notice shall be written in both English and Spanish languages.

IV. ELECTION JUDGES, CLERKS AND OTHER ELECTION PERSONNEL

Gonzales County shall be responsible for the appointment of the presiding judge and alternate presiding judge for each polling location. The County Clerk shall make emergency appointments of elections judges and clerks, if necessary.

If necessary, upon the request of the County Clerk, each participating authority agrees to assist in recruiting polling place officials who are bilingual (fluent in both English and Spanish). If a Presiding Judge is not bilingual, and is unable to appoint a bilingual clerk, the County Clerk may recommend a bilingual worker for the polling place. The County Clerk will effect an emergency appointment of a bilingual clerk, utilizing available staff, if necessary and, if applicable will serve as a bilingual translator, when possible. The participating authority or authorities served by that polling place shall assist in recruitment of a bilingual worker for translation services at that polling place.

The County Clerk shall notify all election judges of the eligibility requirement of Subchapter C of Chapter 32 of the Texas Election Code, and will take the necessary steps to ensure that all election judges appointed for the Joint Election are eligible to serve.

The County Clerk shall arrange for the training and compensation of all election judges and clerks. The County Clerk shall arrange for the date, time and place for presiding election judges to meet and sign for their election supplies. Each presiding election judge will be sent a letter from the County Clerk notifying him/her of their appointment, the time and location of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

Each election judge and clerk will receive compensation at the hourly rate established by Gonzales County pursuant to Texas Election Code 32.091. The election judge will receive an additional sum of \$25.00 for returning election records, supplies and equipment to the Central Counting Station after the polls close, when applicable.

The County Clerk may employ other personnel necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of supplies and performance of duties during early voting and on Election Day, and for the efficient tabulation of ballots at the Central Counting Station. Part-time personnel working as members of the Early Voting Ballot Board and/or Central Counting Station on election night will be compensated at the hourly rate set by Gonzales County in accordance with Election Code Sections 87.005, 127.004, and 127.006.

V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The County Clerk shall arrange for all election supplies and voting equipment including, but not limited to, official ballots, sample ballots, and all forms, signs, maps, and other materials used by the election judges at the voting locations.

The County Clerk shall ensure availability of tables and chairs at each polling place and shall procure rented tables and chairs for those polling places that do not have tables and/or chairs. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap. The County Clerk shall provide the necessary maps, instructions, and other information needed to enable election judges in the voting locations that have more than one ballot style to conduct a proper election.

Each participating authority (political subdivision) shall furnish the County Clerk a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or propositions are to appear on the official ballot (including titles and text in each language in which the authority's ballot is to be printed) September 7, 2021 . Each participating authority shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions. Each authority will proofread ballot content such as: candidate name, races, titles, election headers, district-precinct-ward, and other details. The County Clerk will proofread all ballots' content for formatting errors before and after participating authority has given final approval of the final ballots' content.

Early Voting by Personal Appearance and Election Day voting shall be conducted exclusively on Gonzales County's electronic voting system. Voters will be provided provisional ballots when determined applicable by the presiding judge and verified by the voter registrar.

The County Clerk shall be responsible for the preparation, testing, and delivery of the voting equipment for the election as required by the Election Code.

VI. EARLY VOTING

The participating authorities agree to conduct joint early voting and to appoint the County Clerk as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 of the Texas Election Code. Each participating authority agrees to appoint the County Clerk's permanent County employees as deputy early voting clerks. Participating authorities further agree that the County Clerk may appoint other Deputy Early Voting Clerks to assist in the conduct of early voting as necessary, and that these additional deputy early voting clerks shall be compensated at an hourly rate set by Gonzales County pursuant to Section 83.052 of the Texas Election Code. deputy early voting clerks who are permanent employees of the Gonzales County Clerk or any participating authority shall serve in that capacity without additional compensation. deputy early voting clerks will be governed by state regulations.

Early Voting by personal appearance will be held at the locations, dates and times listed in Attachment A of this document. Any qualified voter of the November 2021 JOINT GENERAL ELECTION may vote early by personal appearance at any of the joint early voting locations.

As Early Voting Clerk, the County Clerk shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the participating authorities shall be forwarded within twenty-four hours by email to the County Clerk at GCC@CO.GONZALES.TX.US for processing. The County Clerk will be responsible for managing the Annual Ballot by Mail voters, as well.

The County Clerk shall provide each participating authority a copy of the early voting report (Signature Rosters or Combination Forms) on a daily basis and a cumulative final early voting report following the election. In accordance with Section 87.121(g) of the Election Code, the daily reports showing the previous day's early voting activity will be distributed to each participating authority no later than 9 a.m. each business day. Each participating authority shall provide the County Clerk with a valid e-mail address where these reports can be sent every day.

VII. EARLY VOTING BALLOT BOARD

Gonzales County shall appoint an Early Voting Ballot Board (EVBB) to process early voting results from the Joint Election. The Presiding Judge, with the assistance of the County Clerk, shall appoint two or more additional members to constitute the Early Voting Ballot Board. The County Clerk shall determine the number of Early Voting Ballot Board members required to efficiently process the early voting ballots.

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

The County Clerk shall be responsible for establishing and operating the central and remote counting stations to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this agreement.

The participating authorities hereby, in accordance with Section 127.002, 127.003, and 127.005 of the Texas Election Code appoint the following central counting station officials:

Counting Station Manager:	Lona Ackman, Gonzales County Clerk
Tabulation Supervisor:	Christy Horstman, Deputy Clerk
Assistant Tabulation Supervisor:	Deana Malatek, Deputy Clerk

The County Clerk will prepare the unofficial canvass reports that are necessary for compliance with Election Code Section 67.004 after all wards, districts and precincts have been counted, and will deliver a copy of these unofficial canvass reports to each participating authority as soon as possible after all returns have been tabulated. Each participating authority shall be responsible for the official canvass of its respective election(s).

The County Clerk will prepare the electronic precinct-by-precinct results reports for uploading to the Secretary of State as required by Section 67.017 of the Election Code. The County Clerk agrees to upload these reports for each participating authority unless requested otherwise.

The County Clerk shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to each participating authority and to the Secretary of State's Office.

IX. RUNOFF ELECTIONS

Each participating authority shall be responsible for their own respective Runoff Elections, if one is necessary.

XI. ELECTION EXPENSES AND ALLOCATION OF COSTS

The participating authorities agree to share the costs of administering the November 2021 JOINT GENERAL ELECTION. Allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared according to a formula which is based on the average cost per election day polling place (unit cost) as determined by adding together the overall expenses and dividing the expenses equally among the total number of polling places. Costs for polling places shared by more than one participating authority shall be pro-rated equally among the participants utilizing that polling place.

Charges for Election Day judges and clerks and Election Day polling place rental fees shall be facilitated by the County Clerk, and included in the invoice to participating authorities, and costs will be averaged among participating authorities.

If a participating authority's election is conducted at more than one Election Day polling place, the expense of those polling places shall be divided amongst the entities using said locations. Each entity will be responsible for a percentage of the overall cost of each polling location they are using. The percentage paid will be equivalent to the percentage of total registered voters in Gonzales County who are also registered to vote in that entities election.

Costs for Early Voting by Personal Appearance shall be allocated based upon the actual costs associated with each early voting site. Each participating authority shall be responsible for a pro-rated portion of the actual costs associated with the early voting sites located within their jurisdiction. Participating authorities that do not have a regular (nontemporary) early voting site within their jurisdiction shall pay a pro-rated portion of the nearest regular early voting site.

The CITY OF GONZALES and participating authorities agree to be responsible for costs associated with its Council/Board of Directors/Trustees elections to be held jointly with other participating authorities, and in

tandem with Gonzales County. Costs for Early Voting by Mail shall be allocated according to the actual number of ballots mailed to each participating Authority's voters. The CITY OF GONZALES and participating authorities agree(s) to share cost of election equipment repairs in the event of a breakdown. Cost will be assessed on charges imposed by ES&S for repairs and any parts replacements. Cost will be evenly distributed amongst the participating authorities and Gonzales County.

Each participating authority agrees to pay the Gonzales County Clerk an administrative fee up to ten percent (10%) of its total billable costs but not less than \$75 in accordance with Section 31.100(d) of the Texas Election Code. The Gonzales County Clerk shall deposit all funds payable under this contract into the appropriate fund (Election Services Contract Fund) within the County treasury in accordance with Election Code Section 31.100.

XII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Any participating authority may withdraw from this agreement and the Joint Election should it cancel its election in accordance with Sections 2.051 – 2.053 of the Texas Election Code. The withdrawing authority is fully liable for any expenses incurred by the Gonzales County Clerk on behalf of the authority plus an administrative fee of ten percent (10%) of such expenses.

XIII. RECORDS OF THE ELECTION

The County Clerk is hereby appointed General Custodian of the voted ballots and all records of the November 2021 JOINT GENERAL ELECTION as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each participating authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the County Clerk or at an alternate facility used for storage of county records. The County Clerk shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the County Clerk shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each participating authority to bring to the attention of the County Clerk any notice of pending election contest, investigation, litigation, open records which may be filed with the participating authority. It is also the responsibility of the participating authority to notify the County Clerk of any public records requests, within twenty-four hours of a request for information related to the election being conducted by the County Clerk.

XIV. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. By signing this document, the presiding officer of the contracting participating authority agrees that any recount shall take place at the offices of the County Clerk, and that the County Clerk shall serve as Recount Supervisor and the participating authority's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

XV. MISCELLANEOUS PROVISIONS

1. It is understood that, to the extent space is available, other districts and political subdivisions may wish to participate in the use of the County's election equipment and voting places, and it is agreed that the County Clerk may contract with such other districts or political subdivisions for such purposes and that, in such event there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.
2. The County Clerk shall file copies of this document with the Gonzales County Judge and the Gonzales County Auditor in accordance with Section 31.099 of the Texas Election Code.
3. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code.
4. This agreement 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 Gonzales County, Texas.
5. In the event that one or more of the provisions contained in this Agreement 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 hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
6. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.
7. The waiver by any party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.
8. Any amendments of this agreement shall be of no effect unless in writing and signed and dated by all parties hereto.

XVI. COST ESTIMATES AND DEPOSIT OF FUNDS

The total estimated obligation for each participating authority under the terms of this agreement is listed below. The exact amount of each participating authority's final obligation under the terms of this agreement shall be calculated after the November 2, 2021, election (or recount, if applicable), and the authority shall pay to the County Clerk the balance due within 30 days after the receipt of the final invoice from the County Clerk.

