

**CITY OF UHLAND TEXAS
ORDINANCE NO 80.**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UHLAND, TEXAS, CALLING FOR A GENERAL ELECTION TO BE HELD ON MAY 10, 2008; AND ESTABLISHING PROCEDURES FOR THAT ELECTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Uhland, Texas, is a Type A general law municipality located in Hays and Caldwell counties, created in accordance with Chapter 6 of the Local Government Code, and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, the regular election for City Council members of the City of Uhland is required to be held on May 10, 2008, at which time the voters will elect persons to fill the offices of Mayor and Two Aldermen; and

WHEREAS, it is the intention of the City Council to designate a polling place for the election, to appoint the necessary election officers to establish and set forth procedures for conducting the election, and authorize the Mayor to execute a contract with Hays County for conducting the election.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF UHLAND, TEXAS, THAT:

Section 1. General Election Called. An election is hereby called to elect the offices of Mayor and Two Aldermen to serve a two (2) year term from May of 2008 until May of 2010 or until their successors are duly elected and qualified. The election shall be held on May 10, 2008 between the hours of 7:00 a.m. and 7:00 p.m. at the Uhland Community Center located at 15 N. Old Spanish Trail, Uhland Texas 78640.

Section 2. Contract for Election Services Approved. The Contract for Election Services for Hays County and the City of Uhland (the "Agreement") is attached hereto as Exhibit "A" and incorporated herein for all purposes is hereby approved and the Mayor is authorized to execute the Agreement. In the event of conflict between this Ordinance and the Agreement, the Agreement shall control.

Section 3. Application for Place on Ballot. Qualified persons may file as candidates by filing an application in the office of the City Secretary located at 15 N. Old Spanish Trail, Uhland, Texas 78640. The first date of filing is **February 9, 2008**. Applications for filing as a candidate will be accepted during normal business hours through 5:00 p.m. on Monday, March 10, 2008. **Filing deadline is 5:00 p.m. on March 10, 2008. Applications must be RECEIVED by the above mentioned time and date.**

Section 4. Early Voting.

a. Early voting by personal appearance. Early voting by personal appearance shall commence April 28, 2008 and shall continue until May 6, 2008 at the location and times designated in the Agreement. On at least two days during the early voting period, the location for early voting shall be open for at least twelve (12) hours.

b. Early voting by mail. Diana T. Woods, the City Administrator/City Secretary for the City of Umland is hereby designated as Early Voting Clerk for the general election. The following are designated as deputy early voting clerks: Priscilla Chapa, Municipal Clerk, City of Umland, Joyce Cowan, and Hays County Elections Administrator. Applications for early voting by mail may be delivered to the Early Voting Clerk at the following address: Early Voting Clerk, 15 N. Old Spanish Trail, Umland Texas 78640 not earlier than March 11, 2008 and not later than close of business on May 2, 2008. Early voting by ballots shall be mailed to the Early Voting Clerk at the same address.

c. Early voting by Ballot Board. Early voting, both by personal appearance and by mail shall be canvassed by the Early Voting Ballot Board, which is hereby created. The Presiding Election Judge and Alternate Presiding Election Judge, appointed herein, shall serve as the presiding officer and alternate presiding officer, respectively, of the Early Voting Ballot Board. The other election officers serving at the election shall serve as the other members of the Early Voting Ballot Board.

Section 5. Appointment of Election Judge and Alternate Election Judge. The Presiding Election Judge and Alternate Presiding Judge shall be appointed by the Hays County Elections Administrator as authorized by Chapter 271 of the Code.

Section 6. Method of Voting. The Hart InterCivic eSlate (Direct Recording Electronic Voting System) shall be used for voting by personal appearance on Election Day and the Hart InterCivic eSlate (Direct Recording Electronic Voting System) for early voting by personal appearance. The City Council hereby adopts The Hart InterCivic eSlate (Direct Recording Electronic Voting System) DRE for early voting and Election Day. The voting systems are being provided by Hays County under the terms of the agreement. All expenditures necessary for the conduct of the election, the purchase of materials therefore, and the employment of all election officials are hereby authorized, and shall be conducted in accordance with the Texas Election Code.

Section 7. Governing Law and Qualified Voters. The election shall be held in accordance with the Constitution of the State of Texas and the Texas Election Code, and all resident qualified voters of the City shall be eligible to vote at the election.

Section 8. Publication and Posting of Notice of Election. Notice of the election shall be given as required by the Texas Election Code.

Section 9. Submissions to the United States Justice Department. The City Secretary of the City of Umland or her designee is authorized to make such submissions as are necessary to

the United States Justice Department to seek pre-clearance for any changes in voting practices. The City Secretary shall prepare a submission, on behalf of the City of Uhland, to the United States Department of Justice for preclearance of the election procedures and polling places, pursuant to the Voting Rights Act of 1965, as amended.

Section 10. Delivery of Returns. The counting station manager or his representative shall deliver timely cumulative reports of the election results as tabulated. The manager shall be responsible for releasing unofficial cumulative totals from the election to the City of Uhland, candidates, press, and general public by distribution of hard copies at the central counting station.

Section 11. Necessary Actions. The Mayor and the City Secretary of the City of Uhland, in consultation with the City Attorney, are hereby authorized and directed to take any and all actions necessary to comply with the provisions of the Code in carrying out and conducting the election, whether or not expressly authorized herein.

Section 12. Effective Date. This Ordinance shall be effective upon its adoption.

PASSED AND APPROVED this 9th day of January, 2008.

CITY OF UHLAND

Daniel R. Heideman

Daniel R. Heideman, Mayor

ATTEST:

Diana T. Woods

Diana T. Woods, City Administrator/City Secretary

APPROVED AS TO FORM:

Cary Bovey

Cary Bovey, City Attorney

EXHIBIT "A"

**STATE OF TEXAS }
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COUNTY OF HAYS} **CONTRACT FOR ELECTION SERVICES****

KNOW ALL PERSONS BY THESE PRESENTS:

THIS CONTRACT, made this ___ day of January, 2008, by and between the City of Umland (the "**CITY**"), a political subdivision located in Hays County, Texas, and the Hays County Elections Officer, (the "**OFFICER**"). The City and the Officer are sometimes hereinafter collectively referred to as the "**Parties**".

WITNESSETH:

WHEREAS, the Officer and the City, both of which are situated in Hays 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 Umland General Election to be held on May 10, 2008; and

WHEREAS, the City and the Officer 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 Officer furnish to the City certain election services and equipment needed for the City's 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 perform the following duties:

1. Prepare lists of persons to recommend for appointment as presiding election judges, alternate judges; recruit 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. Assemble and edit lists of registered voters to be used in conducting the election, in conformity with the boundaries of the City and election precincts 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 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 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 a detailed listing of expenses incurred to conduct the election for payment.

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'S 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 Officer as soon as possible, but not later than legally required before the election, the issues 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 the City is Diana T. Woods, City Administrator/City Secretary.

Article 4. COST OF SERVICES. The City shall reimburse the Officer for all expenses incurred for any election conducted by the Officer and, in addition, the City shall pay an administrative fee of 10% of the total cost of that election. 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 Officer shall submit a statement to the City listing all of the expenses and the administrative fee. The City shall pay the total amount within 45 days of the election.

Article 5. LIABILITY. The Officer can hold the City responsible for any actual expenses for repairs for any damage that occurs while the DRE machines are in the City's possession that are not covered under the vendor's warranty.

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.
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 Hays 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, the City or the Officer, or to create any legal rights or claim on behalf of any third party. Neither the County, the City, nor the Officer waive 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:

Hays County
Elections Administrator
401-C Broadway St.
San Marcos, TX 78666

City Administrator/Secretary
15 N. Old Spanish Trail
Uhland, TX 78640

SIGNED AND AGREED UPON THIS THE ____ DAY OF _____, 2008.

Hays County Elections Administrator

City of Uhland

JOYCE A. COWAN


Mayor, Daniel R. Heideman

ATTEST:

City Administrator/City Secretary