CITY OF GRAND SALINE ORDINANCE NO. 2022-103

AN AMENDMENT OF ORDINANCE 2022-101 OF THE CITY COUNCIL OF THE CITY OF GRAND SALINE, TEXAS ORDERING A GENERAL ELECTION TO BE HELD ON MAY 7, 2022, FOR THE PURPOSE OF ELECTING THREE COUNCIL MEMBERS AND ONE CITY COUNCILMEMBER TO FILL A ONE-YEAR UNEXPIRED TERM.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND SALINE:

To Elect three (3) City Council members and one (1) City Councilmember to fill a one-year unexpired term. Each of the three positions shall be for a two (2) year term and the one-year unexpired term.

The current positions are held by Councilmember July Cato, Councilmember Jason Ivy and Councilmember Ridge Tardy.

The first day to file for a place on the General Election Ballot is Wednesday, January 19, 2022, and the last day to file for a place on the general election ballot will be Friday, February 18, 2022, at 5:00 p.m. The last day for a write-in candidate to declare candidacy will be Tuesday, February 22, 2022, by 5:00 p.m.

The first day to accept applications for voting by mail ballot will be Saturday, January 1, 2022. The last day to receive an application by mail for a ballot to be voted by mail, is April 26, 2022.

Early voting by personal appearance will be conducted each weekday at 290 E Tyler Street, Canton Texas between the hours of 8 am -5 pm beginning on <u>April 25, 2022</u> and ending on <u>May 3, 2022</u>. There will be (2) twelve-hour days for early voting on <u>May 2, 2022</u>, and <u>May 3, 2022</u> from 7:00 AM to 7:00 PM

Election day is May 7, 2022. Polls will open at 7:00 a.m. and close at 7:00 p.m. at:

THE CHAMBER OF COMMERCE 203 NE PACIFIC STREET GRAND SALINE, TEXAS 75140

For election information call Dana Clair, City Secretary, (903) 962-3122 or come to City Hall, 132 East Frank Street, Grand Saline, Texas.

PASSED, APPROVED AND ADOPTED on this the 8th day of March 2022

Dana Clair

City Secretary

Jeremy Gunnels

Mayor

ELECTION SERVICES CONTRACT BETWEEN VAN ZANDT COUNTY AND THE CITY OF WILLS POINT, TEXAS; THE CITY OF GRAND SALINE, TEXAS; GRAND SALINE ISD; MABANK ISD; EDGEWOOD ISD FOR ELECTIONS TO BE HELD ON MAY 7, 2022

The State of Texas

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County of Van Zandt

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This Election Services Contract is made and entered into pursuant to 31.02, Texas Election Code, by and between the VAN ZANDT COUNTY CLERK, Susan Strickland (the "COUNTY"), the City of WILLS POINT, Texas ("CITY"), the City of GRAND SALINE, Texas ("CITY"), GRAND SALINE INDEPENDENT SCHOOL DISTRICT ("ISD"), EDGEWOOD INDEPENDENT SCHOOL DISTRICT ("ISD"), MABANK INDEPENDENT SCHOOL DISTRICT ("ISD") and is based upon the following terms and conditions:

1.

Van Zandt County will provide the following supplies and services:

- Arrange for the use of polling places for Early Voting and Election Day.
- ☑ Procure and distribute election supplies and distribution of ballots.
- ☑ Provide and prepare electronic pollbooks by ordering Pollbook Coding with lists of registered voters to be used in conducting the election, in conformity with the boundaries of each CITY, ISD and COLLEGE in Van Zandt County.
- ☑ Procure, prepare and distribute election supplies and equipment (if allocated), transport equipment to and from the polling places.
- Supervise Early Voting.
- Supervise Election Day Voting.
- Arrange for use of a central counting station and for the tabulating personnel and equipment needed at the central counting station and assist in preparation of programs and test materials for tabulation of the ballots to be used with electronic voting equipment.
- ☑ Publish notice of the date, time and place of the testing of the electronic tabulating equipment and conduct such testing as required by law.

- ☑ Provide for the storage of election records for the retention period prescribed by law, then destroy said election records in a secure manner.
- Supervise the handling and disposition of election returns, voted activation cards, etc., and tabulate unofficial returns and assist in preparing the tabulation for the official canvass. The County will prepare the unofficial tabulation report after all precincts have been counted and will provide a copy of the report to the official designated by the City, ISD or College as soon as possible after all returns have been tabulated.
- ☑ Provide information services for voters and election officers during Early Voting and on Election Day.
- 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 each City, ISD or College who are responsible for holding the election.
- The clerks for Early Voting the judges and clerks of the Early Voting Ballot Board, and the judge, alternate judge, and clerks Manager, and Tabulation Supervisor of the Central Counting Station will all be provided by Van Zandt County using the procedures outlined in Election law for the acquisition of election judges, alternate judges, and clerks for Regular County held elections.
- Train the election judges and clerks
- The judges, alternate judges, and clerks for Election Day will be provided by Van Zandt County
 using the procedures outlined in Election law for the acquisition of election judges, alternate
 judges, and clerks for each election.
- Pay the cost of election judges and clerks: Each election judge and alternate judge will receive \$12.00 per hour. The election judge or his/her designated clerk will receive an additional \$25.00 for delivering election returns and supplies to the County EA after polls close.
- Provide copies of all invoices received by the County and/or County EA for payment of services or supplies for which each City, ISD or College are required to reimburse the County.
 - The county will be responsible for payment to all parties who have provided services, supplies and voting locations for the election. Cities, ISD's or Colleges shall not be liable to any third parties for any fault by the County in connection with holding the election, including failure by Van Zandt County to pay for services, supplies and voting locations for the elections.
 - ☑ The County EA shall have the authority to order the ballots upon the approval of the political subdivision, ISD or City of the final ballot proof.

11.

The political subdivisions, schools, and cities shall be responsible for the following:

1. Determine and establish the precincts for their respective elections, if applicable.

- 2. Prepare all election orders, resolutions, notices, and other pertinent documents for adoption for execution by the appropriate ISD and City Officer or body and take all actions necessary under law for calling the election, canvassing the returns and declaring the results.
- 3. Prepare and publish required election notices in the newspaper and on the website of each subdivisions.
- 4. Deliver to the County as soon as possible, but not later than 60 days before the election, the names or propositions that are to be printed on the ballot with the exact form and spelling that is to be used.
- 5. Provide, by email, all items required to be posted on the County website related to the subdivision election, at least 5 days before the required deadline.
- 6. Pay any additional costs incurred by the county if a recount for said election is required, a runoff or second election is required, or the election is contested in any manner.
- 7. Each political subdivision, ISD and City shall pay to the County actual costs incurred by Van Zandt County in conducting this election, equipment lease fees and an additional ten percent (10%) Administrative fee, pursuant to the Texas Election Code, Section 31.100. Each ISD, and City will pay their respective shares of conducting said election within fifteen (15) days from the date of billing.
- 8. Deliver all election orders and notices to the County in a timely manner.

III.

Allocation of Costs as between a Political Subdivisions, ISD and City:

Each political subdivision desires to contract with the County to conduct and supervise their elections and further desires to split the fee charged by the County in an equitable manner. The parties agree that should any party cancel its election the cancelling party shall not be responsible for any costs of the election other than those listed under IV. Miscellaneous Compensation.

As between the County, political subdivisions, ISD's, and City's Election Day voting shall be held in common precincts, at polling locations, as authorized and ordered by the governing body of each participating political subdivision and agreed upon by the County.

Miscellaneous Compensation:

The County Clerk and the parties agree that the County will incur costs and expenses in connection with the making of arrangements and preparations for the Election, and in the event of the election to be held at the expense of the parties is enjoined or cancelled, or if for any reason whatsoever either party shall decide not to proceed with the election, or if the date of either election is postponed or otherwise changed, after the parties have signed this contract, the parties agree that a party that cancels, enjoins or postpones its election shall be obligated to the County for payment to the Elections Services Contract Fund of any costs incurred by the County on behalf of the respective party for any materials, supplies and postage concerning the Election and for any additional test ballots or other supplies, as well as an administrative fee of no less than \$75 to be paid to the County which costs are agreed by the parties to be fair and reasonable costs and expenses incurred and to be incurred by the County in making arrangements and preparations for the Election, and which is to be deposited in its entirety in to the County's Elections Services Contract Fund.

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Equipment Costs:

Early voting: No cost.

AutoMark (ADA required) - \$250.00 per machine on Election Day.

M100 Optical Scanner (Ballot Box/Vote Total) - \$250.00 per machine on Election Day.

VI.

AMENDMENTS:

Any Amendments or additions to this Contract must be in writing and must be signed by the County Clerk and by the parties, in order to be valid and of effect.

VII.

INDEMNITY:

To the extent allowed by law, the Parties shall indemnify County against and hold County harmless from, all claims, actions, proceedings, costs, damages, and liabilities, including attorneys' fees, arising out of, connected with, or resulting from the leased election equipment, including without limitation the selection, delivery, possession, use, or operation, or return of the property.

IN WITNESS WHEREOF, The County Clerk and the parties have executed this Contract in two originals on the respective dates written below their signatures, said Contract being effective, complete and binding as to both the County Clerk and the parties as of and on the later date of signature set forth below.

Van Zandt County, County Clerk

Susan Strickland Van Zandt County, County Clerk 121 E. Dallas St., Rm. 202 Canton TX 75103

Phone: 903-567-6503

strickland@vanzandtcounty.org

CITY of GRAND	SALINE
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Printed Name: Jeremy Gunnels

Title: Mayor

Address: 132 E Frank Street

Grand Saline, Tx 75140

Phone: 903-962-3122

Fax: 903-962-3363
Date: March 9, 2022

Attest:

Date:

By: Dama Claur

Printed Name: Dana Clair

Title: City Secretary

