

ORDINANCE NO. 20210408-044

AN ORDINANCE AMENDING ORDINANCE NOS. 20210209-001, 20210209-002, 20210209-003, AND 20210209-005 ORDERING THE MAY 1, 2021 SPECIAL MUNICIPAL ELECTIONS, TO ADD EXHIBITS B, C, D, E, F, G, AND H THAT ADOPT ENGLISH AND SPANISH VERSIONS OF THE ORDINANCES CALLING THE ELECTIONS AND ESTABLISHING BALLOT LANGUAGE, ADOPT ELECTION DAY AND EARLY VOTING POLLING PLACES, ATTACH EXECUTED CONTRACTS FOR ELECTION SERVICES AND EXECUTED JOINT ELECTION AGREEMENTS, AND LIST ELECTION DAY JUDGES, CENTRAL COUNTING STATION STAFF, AND EARLY VOTING BALLOT BOARD MEMBERS; CORRECTING INFORMATION REGARDING PUBLICATION OF THE NOTICE OF THE ELECTIONS; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

PART 1. Ordinance Nos. 20210209-001, 20210209-002, 20210209-003, and 20210209-005 ordering the May 1, 2021 special municipal elections are amended to add Exhibits B, C, D, E, F, G, and H as follows: signed copy in English and Spanish of the ordinances calling the elections and establishing ballot language (Exhibit B), list of election day polling places (Exhibit C), list of early voting polling places (Exhibit D), executed contracts for election services and joint election agreements (Exhibit E), list of election day presiding judges and alternate judges (Exhibit F), list of central counting station staff (Exhibit G), and list of early voting ballot board members (Exhibit H), all attached and incorporated herein by reference.

PART 2. Notice of these elections shall be posted and published in accordance with state law. The notice shall be posted, in both English and Spanish, in the office of the City Clerk and at the City Hall notice kiosk not later than the 21st day before election day. Notice of these elections shall be published in English and Spanish, on the same day in each of two successive weeks, with at least one publication occurring not earlier than the 30th day before the date of the election and at least one publication occurring before the 14th day before the date of the election, in a newspaper of general circulation in the City of Austin.

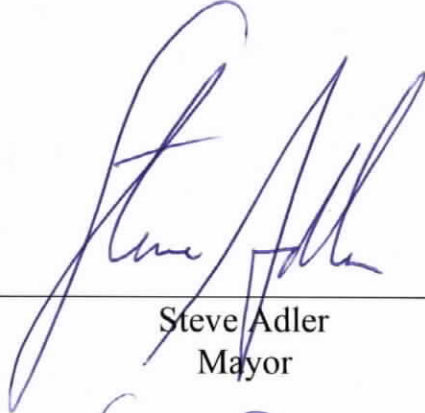
PART 3. The Council finds that the need to adopt and publish polling locations and the need to adopt the lists of judges and other election personnel for this election constitutes an emergency. Because of this emergency, this ordinance takes effect

immediately on its passage for the immediate preservation of the public peace,
health, and safety.


PASSED AND APPROVED

____ April 8 _____, 2021

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Steve Adler
Mayor

APPROVED: 

Anne L. Morgan
City Attorney

ATTEST: 

Jannette S. Goodall
City Clerk

EXHIBIT A

Main Early Voting Locations

EXHIBIT A

Main Early Voting Locations, Early Voting Dates, and Early Voting Clerk Mailing Address May 1, 2021

Main Early Voting Locations:

Travis County: City of Austin Planning and Development Center, 6310
Wilhelmina Dr., Austin TX

Hays County: Government Center Conference Room, 712 S. Stagecoach Trail, San
Marcos, TX

Williamson County: Williamson County Inner Loop Annex, 301 SE Inner Loop,
Suite 104, Georgetown, TX

Early Voting Dates:

Monday, April 19, 2021 – Tuesday, April 27, 2021; times vary

Designated 12-Hour Days of Early Voting:

Travis County – every Early Voting Day except Sunday, April 25, 2021

Hays County – Monday, April 19, 2021 and Monday, April 26, 2021

Williamson County – Monday, April 26, 2021 and Tuesday, April 27, 2021

Early Voting Clerk Mailing Addresses:

Ballots by Mail – Travis County

By Mail voters: P.O. 149325, Austin, Texas 78714-9325

By Contract Carriers/ Fedex: 5501 Airport Blvd., Austin, Texas 78751

Ballots by Mail - Hays County

By Mail Voters: P.O. Box 907, San Marcos, TX 78666

Ballots by Mail – Williamson County

By Mail voters: P.O. Box 209, Georgetown, TX 78627

ADJUNTO A

Sitios Principales de la Votación Adelantada, Fechas de la Votación Adelantada, y Dirección Postal de la Secretaria de la Votación Adelantada 1 de Mayo, 2021

Sitios Principales de la Votacion Adelantada:

Condado de Travis: City of Austin Planning and Development Center, 6310 Wilhelmina Dr., Austin, TX

Condado de Hays: Government Center Conference Room, 712 S. Stagecoach Trail, San Marcos, TX

Condado de Williamson: Williamson County Inner Loop Annex, 301 SE Inner Loop, Suite 104, Georgetown, TX

Fechas de la votación Adelantada:

Martes, 19 de abril, 2021 – Viernes, 27 de abril, 2021; las horas varían

Días designados de 12 horas de votación anticipada:

Condado de Travis: todos los días de votación anticipada excepto el domingo 25 de abril de 2021

Condado de Hays: Lunes 19 de abril de 2021 y lunes 26 de abril de 2021

Condado de Williamson: Lunes 26 de abril de 2021 y martes 27 de abril de 2021

Direcciones Postales de la Secretaria de la Votación Adelantada

Para Boletas por Correo-Condado de Travis

Enviadas por correo por los votantes: P.O. 149325, Austin, Texas 78714-9325

Enviadas usando transportista contratado/ Fedex: 5501 Airport Blvd., Austin, Texas 78751

Para Boletas por Correo – Condado de Hays

Enviadas por correo por los votantes: P.O. Box 907, San Marcos, TX 78666

Para Boletas por Correo – Condado de Williamson

Enviadas por correo por los votantes: P.O Box 209, Georgetown, TX 78627

EXHIBIT B

Ordinances 20210209-001, 20210209-002,
20210209-003 and 20210209-005

ORDINANCE NO. 20210209-001

AN ORDINANCE ORDERING A SPECIAL MUNICIPAL ELECTION TO BE HELD IN THE CITY OF AUSTIN ON MAY 1, 2021, TO SUBMIT TO THE VOTERS PROPOSED CITIZEN-INITIATED CHARTER AMENDMENTS, CERTIFIED SUFFICIENT ON JANUARY 26, 2021, REGARDING THE DATE OF THE MAYORAL ELECTION, REGARDING RANKED CHOICE VOTING, REGARDING CHANGING TO A MAYOR-COUNCIL FORM OF GOVERNMENT WHICH PROVIDES FOR A MAYORAL VETO, REGARDING CREATING AN ADDITIONAL SINGLE MEMBER COUNCIL DISTRICT, AND REGARDING CHANGING THE VOLUNTARY PUBLIC CAMPAIGN FINANCE PROGRAM; PROVIDING FOR THE CONDUCT OF THE SPECIAL ELECTION; AUTHORIZING THE CITY CLERK TO ENTER INTO JOINT ELECTION AGREEMENTS WITH OTHER LOCAL POLITICAL SUBDIVISIONS AS MAY BE NECESSARY FOR THE ORDERLY CONDUCT OF THE ELECTION; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

PART 1. A charter amendment election shall be held in the City on May 1, 2021, at which the ballot shall be prepared to permit voting “Yes” or “No” on the following propositions:

Proposition D: Shall the City Charter be amended to transition the election for mayor from gubernatorial election years to presidential election years, providing that the mayor elected in 2022 will serve a 2-year term and then mayoral elections will occur on the same date as presidential elections starting in 2024?

Proposition E: Shall the City Charter be amended to provide for the use of ranked choice voting in city elections, if such voting is permitted by state law?

Proposition F: Shall the City Charter be amended to change the form of city government from ‘council-manager’ to ‘strong mayor-council,’ which will eliminate the position of professional city manager and designate an elected mayor as the chief administrative and executive officer of the city with veto power over all legislation which includes the budget; and with sole authority to hire and fire most department heads and direct staff; and with no articulated or stated charter authority to require the mayor to implement Council decisions?

Proposition G: Shall the City Charter be amended to provide for an additional geographic council district which will result in 11 council members elected from single member districts?

Proposition H: Shall the City Charter be amended to adopt a public campaign finance program, which requires the city clerk to provide up to two \$25 vouchers to every registered voter who may contribute them to candidates for city office who meet the program requirements?

PART 2 – If Proposition D is approved by the majority of voters voting at the election, the City Charter is amended to read as follows:

ARTICLE III.-ELECTIONS.

§ 2.-ELECTION DATE; COUNCIL TERMS; ELECTION BY MAJORITY AND RUN-OFF ELECTIONS.

(E) This paragraph provides for a transition from elections for mayor occurring in even-numbered years that do not coincide with a presidential election to even-numbered years that do coincide with a presidential election. Except as provided in this paragraph, and after the transition as prescribed in this paragraph, the regular term of the mayor is four years.

(1) The term of the mayor elected in the November 2022 general election is two years.

(2) A general election shall be held for mayor in November 2024, marking the end of the transition period.

PART 3. If Proposition E is approved by the majority of voters voting at the election, the City Charter is amended to read as follows:

ARTICLE III.-ELECTIONS.

§ 9.-RANKED CHOICE VOTING

(A) This section shall be operative provided it is not in conflict with the state constitution or the state laws.

(B) To the extent of any conflict with other provisions of this Charter, this section controls.

(C) For the purposes of this section, the following terms have the following meanings:

(1) Batch elimination. The term “batch elimination” means the simultaneous elimination of multiple candidates whose election is mathematically impossible.

(2) Continuing ballot. The term “continuing ballot” means a ballot that is not an inactive ballot.

- (3) Continuing candidate. The term “continuing candidate” means any candidate who has not been eliminated.
- (4) Election is mathematically impossible. The term “election is mathematically impossible” applies to a candidate who cannot be elected because such candidate’s vote total in a round, plus all votes that could possibly be transferred to such candidate in future rounds from candidates who received a fewer or an equal number of votes, would not be enough to surpass that of the candidate with the next highest vote total in such round.
- (5) Inactive ballot. The term “inactive ballot” means a ballot in which all ranked candidates have been eliminated, or a ballot that assigns equal rank to two or more candidates and all candidates with higher ranks than the rank assigned to two or more candidates are eliminated.
- (6) Highest rank. The term “highest rank” refers to the highest rank whether that be rank number 1, rank number 2, rank number 3, rank number 4, or rank number 5.
- (7) Last place candidate. The term “last place candidate” means a continuing candidate with the fewest votes in a round.
- (8) Rank. The term “rank” means the number assigned on a ballot by a voter to a candidate to express the voter’s preference for that candidate. Rank number 1 is the highest ranking, rank number 2 is the next highest ranking, and so on.
- (9) Ranked choice election. The term “ranked choice election” means any election for a ranked choice office.
- (10) Ranked choice office. The term “ranked choice office” means the offices of mayor and council member.
- (D) The provisions of this section shall apply to ranked choice elections. No runoff election shall be held for any ranked choice office.
- (E) All candidates in a ranked choice election shall be listed on the ballot. The ballot shall permit a voter to rank five candidates for each office, inclusive of any write-in candidate permitted by law, in order of preference, unless there are fewer than five candidates on the ballot for such office, in which case the ballot shall permit a voter to rank the total number of such candidates for such office inclusive of any write-in candidate permitted by law.

- (F) For all ranked choice elections, the following tabulation procedures apply:
- (1) If a candidate receives a majority of highest rank votes, that candidate shall be elected.
 - (2) If no candidate receives a majority of highest rank votes, tabulation shall proceed in rounds. In each round, the number of votes for each continuing candidate shall be counted; each continuing ballot shall count as one vote for its highest ranked continuing candidate for that round; and inactive ballots shall not be counted for any continuing candidate. A round ends with one of the following outcomes:
 - (i) If there are two continuing candidates, the candidate with the most votes shall be elected.
 - (ii) If there are more than two continuing candidates, the last place candidate shall be eliminated and a new round shall begin; provided, however, that batch elimination shall occur at the same time as such elimination of the last place candidate, unless such batch elimination would result in only one continuing candidate, in which case no such batch elimination shall occur.
 - (3) A tie between two or more candidates shall be resolved in accordance with the election law.

PART 4. If Proposition F is approved by the majority of voters voting at the election, the City Charter is amended to read as follows:

ARTICLE I.-INCORPORATION, FORM OF GOVERNMENT, POWERS.

§ 2.-FORM OF GOVERNMENT.

The municipal government provided by this Charter shall be, and shall be known as, [~~“council-manager government.”~~]“mayor-council government.” Pursuant to the provisions of, and subject only to the limitations imposed by, the state constitution, the state laws, and this Charter, all powers of the city shall be vested in and exercised by an elective council, hereinafter referred to as “the council,” which shall be the legislative body of the city[~~enact legislation, adopt budgets, determine policies~~], and mayor, [~~appoint the city manager~~]who shall execute the laws and administer the government of the city.

§ 5.-STREET DEVELOPMENT AND IMPROVEMENT.

The city shall have the power to develop and improve, or cause to be developed and improved, any and all public streets, sidewalks, alleys, highways, and other public ways within the corporate limits of the city by laying out, opening, narrowing,

widening, straightening, extending and establishing building lines along the same; by purchasing, condemning, and taking property therefor; by filling, grading, raising, lowering, paving, repaving, and repairing, in a permanent manner, the same; and by constructing, reconstructing, altering, repairing, and realigning curbs, gutters, drains, sidewalks, culverts, and other appurtenances and incidentals in connection with such development and improvements. The city may make or cause to be made any one or more of the kinds or classes of development and improvement authorized hereinabove, or any combination or parts thereof. The cost of such development and improvement shall be paid by the city, or partly by the city and partly by assessments levied against the property abutting thereon and the owners thereof, and such assessments may be levied in any amounts and under any procedure now or hereafter permitted by state law.

If improvements be ordered constructed in any part of the area between and under rails, tracks, double-tracks, turnouts and switches, and two feet on each side thereof, of any railway using, occupying, or crossing any such highway, portion or portions thereof, ordered improved, then the city council shall have power, by ordinance, to assess the whole cost of improvements in such area against such railway, and shall have power, by ordinance, to levy a special tax upon such railway, and its road-bed, ties, rails, fixtures, rights and franchises, which tax shall constitute a lien thereon superior to any other lien or claim except state, county, and city ad valorem taxes, and which may be enforced either by sale of said property in the manner provided by law for the collection of ad valorem taxes by the city, or by suit in any court having jurisdiction. The ordinance levying such tax shall prescribe the time, terms and conditions of payment thereof, and the rate of interest, not to exceed eight percent per annum, and same, if not paid when due, shall be collectible, together with interest, to expenses of collection and reasonable attorney's fees, if incurred. The city council shall have power, by ordinance, to cause to be issued assignable certificates in evidence of any such assessments.

As an alternate and cumulative method of developing, improving, and paving any and all public streets, sidewalks, alleys, highways, and other public ways within the corporate limits, the city shall have the power and authority to proceed in accordance with Chapter 106, page 489, Acts 1927, Fortieth Legislature, First Called Session, as now or hereafter amended, to adopt plans and specifications pursuant thereto; to pay to the contractor, the successful bidder, in cash, that part of the cost which may be assessed against the abutting property and the owners thereof; to reimburse itself for the amount paid such contractor by levying assessments against the abutting property and the owners thereof, after the hearing and notice prescribed in the aforesaid statutes, in an amount permitted by said statutes and not in excess of the enhancement in value of such property occasioned by the improvements; and to issue

assignable certificates in favor of the city for such assessments, said certificates to be enforceable in the manner prescribed by the aforesaid statutes. The city shall likewise have the power to make any such development, improvement or paving with its own forces if, in the opinion of the ~~[council]~~ mayor, the work can be done more expeditiously or economically, and in such event the city shall have the power to reimburse itself for the cost of such improvement in the same amount and in the same manner as if the work had been performed by a successful bidding contractor.

§ 7.-LIMITED PURPOSE ANNEXATION.

In addition to the power to annex additional territory for all purposes, the city shall have the power, by ordinance, to fix, alter, and extend the corporate boundary limits of the city for the limited purposes of planning, zoning, health, and safety and to annex for such limited purposes additional territory lying adjacent to the city, with or without the consent of the property owners or inhabitants of such annexed territory; provided, however, that no such territory which lies farther than five miles from the corporate boundary limits enclosing the territory which is a part of the city for all purposes, as those corporate boundary limits are now or may hereafter be established shall be annexed for any limited purpose or purposes. Whenever the boundary limits annexed for such limited purposes are not coterminous with the corporate boundary limits enclosing the territory which a part of the city for all purposes, such boundary limits of the limited purpose territory shall be known as "Limited Purpose Boundary Limits." Every ordinance by which territory is to be annexed to the city for limited purposes shall state clearly the limited purpose or purposes for which it is being annexed, and shall be published one time, in a newspaper of general circulation in the city and in the form in which it is to be finally adopted, not less than 30 days prior to its final passage.

When any additional territory has been annexed for said limited purpose or purposes, it shall be a part of the city for such limited purpose or purposes only. However, in dealing with the property and inhabitants thereof, the city shall have every power which it otherwise possesses and which is reasonable and expedient for the accomplishment of the limited purpose or purposes for which such property is annexed, and the power of the city to deal with the property and inhabitants of such limited purpose territory shall include the powers enumerated in the next two succeeding sentences but shall not be limited or restricted thereto. With regard to territory annexed for the limited purpose of planning or zoning, the city shall have the power to control and regulate the use of property and the density of structures, to require compliance with reasonable zoning regulations, to control and regulate the subdivision of property and to control and regulate the construction of buildings. With regard to territory annexed for the limited purpose or purposes of health or safety, the city shall have the power to adopt all reasonable regulations pertaining to

health and safety and to require compliance with such regulations. Every inhabitant of territory annexed for limited purpose or purposes, who is otherwise qualified, shall be entitled to vote in city elections on every issue where the question is the election or recall of the mayor or a city council member or the amendment of this Charter, and every such inhabitant shall be deemed to be a citizen of the city in connection with any ordinance, regulation, or action which is, or is alleged to be, applicable to him or her or his or her property because of such limited purpose annexation, but will not be eligible to run for any office in the City of Austin. The city shall have no power to levy any tax for municipal purposes on either the property or the inhabitants of territory annexed for limited purpose or purposes, and no funds of the city shall be spent in such territory except where reasonable and expedient for the accomplishment of the limited purpose or purposes for which the territory is annexed; but the city may collect reasonable charges from property owners and inhabitants of such territory for services rendered by the city in the accomplishment of the limited purpose or purposes for which the territory is annexed.

§ 8.-TRANSITION.

- (A) This section provides for a transition from the “council-manager government” to the “mayor-council government.”
- (B) The charter amendments related to the transition shall take effect upon the commencement of the term of the mayor elected in the November 2022 general election.

ARTICLE II.-THE COUNCIL.

§ 1.-COUNCIL MEMBERSHIP.

- (A) The council shall be composed of:
 - [(1)] ~~[a mayor elected from the city at large; and]~~
 - [(2)] 10 council members elected from single- member districts.
- [(B)] ~~[The term “council member(s)” includes the mayor unless otherwise provided.]~~
- [(C)]B The independent citizens redistricting commission, as prescribed below in Section 3, shall be empowered to divide the city into 10 geographical council districts for the election of council members. The commission shall designate each council district by a number or by other designation.

§ 2.-ELIGIBILITY OF COUNCIL MEMBERS.

- [(A)] ~~[A candidate for mayor must meet all eligibility requirements of state law and must have resided continuously in the state for 12 months and in the~~

~~city for six months immediately preceding the regular filing deadline for a mayoral candidate's application for a place on the ballot. If the mayor ceases to reside in the city, the mayor automatically resigns.]~~

- [(B)] A candidate for city council from a council district must meet all eligibility requirements of state law and must have resided continuously in the state for 12 months and in the council district from which the member is seeking election for six months immediately preceding the regular filing deadline for a council candidate's application for a place on the ballot. If a council member elected from a council district ceases to reside in the district as the boundaries of the district were drawn at the time of the council member's election, the council member automatically resigns.

§ 3.-REDISTRICTING.

- (A) For purposes of this section, the following terms are defined.
- (1) COMMISSION means the Independent Citizens Redistricting Commission.
 - (2) CONTROLLING PERSON means an officer, director, manager, principal, or shareholder or member owning at least 10% ownership of a legal entity.
 - (3) DAY means a calendar day, except that if the final day of a period within which an act is to be performed is a Saturday, Sunday, or holiday in which the City of Austin's offices are closed, the period is extended to the next day that is not a Saturday, Sunday, or holiday in which the City of Austin's offices are closed.
 - (4) PANEL means the Applicant Review Panel of three qualified, independent auditors that screens applicants for the commission.
 - (5) QUALIFIED INDEPENDENT AUDITOR means an auditor who is currently licensed by the Texas Board of Public Accountancy and has been a practicing independent auditor for at least five years prior to appointment to the Applicant Review Panel.
 - (6) SPOUSE means one's licensed marriage spouse, common law spouse, or recognized domestic partner,
 - (7) SUBSTANTIAL NEGLECT OF DUTY means that an individual has disregarded a manifest duty, prescribed by this section, intentionally, knowingly, or negligently. Missing half or more of the meetings in a three month period constitutes a substantial neglect of duty.

- (B) In 2013 and thereafter in each year following the year in which the national census is taken under the direction of Congress at the beginning of each decade, the commission shall adjust the boundary lines of the 10 single-member districts in conformance with the standards and process set forth in this article. The commission shall be fully established no later than July 1, 2013, and thereafter no later than March 1 in each year ending in the number (1). The commission shall not draw district lines at any other time, except if the districts must be redrawn because of a judicial decision invalidating the then existing district plan, in whole or in part, or the date of the city election is moved. If the date of the city election is moved, then the dates in this article shall be adjusted to ensure the commission has sufficient time to draw the lines prior to the election date.
- (C) The commission shall:
- (1) conduct an open and transparent process enabling full public consideration of and comment on the drawing of district lines;
 - (2) draw district lines according to the redistricting criteria specified in this section; and
 - (3) conduct themselves with integrity and fairness. This selection process is designed to produce a commission that is independent from influence by the city council and is reasonably representative of this city's diversity.
- (D) The commission shall consist of 14 members.
- (1) Each commission member shall be a voter who has been continuously registered in the City of Austin for five or more years immediately preceding the date of his or her appointment. Each commission member, except the student member described below, shall have voted in at least three of the last five city of Austin general elections immediately preceding his or her application. One commission member shall be a student duly enrolled in a community college or university in the City of Austin and who resides and is registered to vote in the City of Austin.
 - (2) The term of office of each member of the commission expires upon the appointment of the first member of the succeeding commission in the year following the year in which the national census is taken.

- (3) Nine members of the commission shall constitute a quorum. Nine or more affirmative votes shall be required for any official action, including approval of a final plan establishing the boundaries of any council district.
 - (4) Each commission member shall apply this section in a manner that is impartial and that reinforces public confidence in the integrity of the redistricting process. A commission member shall be ineligible, for a period of 10 years beginning from the date of appointment, to hold elective public office for the City of Austin. A member of the commission shall be ineligible, for a period of three years beginning from the date of appointment, to hold appointive public office for the City of Austin, to serve as paid staff for, or as a paid consultant to, the City of Austin, the city council, ~~or~~ any member of the city council or the mayor, or to receive a non-competitively bid contract with the City of Austin. This three year ban on having a paid consultancy or entering noncompetitively bid contracts applies to the member individually and all entities for which the member is a controlling person.
- (E) The commission shall establish the boundaries of the council districts for the City of Austin in a plan using the following criteria as set forth in the following order of priority:
- (1) districts shall comply with the United States Constitution. Each council district shall have reasonably equal population with other districts, except where deviation is required to comply with the federal Voting Rights Act or is allowable by law.
 - (2) districts shall comply with the federal Voting Rights Act (52 U.S.C. Sec. 10101 and following) and any other requirement of federal or state law.
 - (3) districts shall be geographically contiguous.
 - (4) the geographic integrity of any local neighborhood or local community of interest shall be respected in a manner that minimizes their division to the extent possible without violating the requirements of any of the preceding subsections. A community of interest is a contiguous population that shares common social and economic interests that should be included within a single district for purposes of its effective and fair representation. Communities of interest shall not include relationships with political parties, incumbents, or political candidates.

- (5) to the extent practicable, district boundaries shall be drawn to encourage geographical compactness such that nearby areas of population are not bypassed for more distant populations.
 - (6) to the extent practicable, district boundaries shall be drawn using the boundaries of existing election precincts.
 - (7) to the extent practicable, district boundaries shall be drawn using geographically identifiable boundaries.
- (F) The place of residence of any incumbent or potential political candidate shall not be considered in the creation of a plan or any district. Districts shall not be drawn for the purpose of favoring or discriminating against any incumbent, political candidate, or political group.
- (G) By December 1, 2013, and thereafter by November 1 in each year ending in the number one, the commission shall adopt a final plan for the City of Austin specifically describing the district boundaries for each of the council districts prescribed above. Upon adoption, the commission shall certify the plan to the city council. The city council may not change the plan. The plan shall have the force and effect of law.
 - (1) The commission shall issue a report that explains the basis on which the commission made its decisions in achieving compliance with the criteria listed above and shall include definitions of the terms and standards used in drawing the final plan.
 - (2) If the commission does not adopt a final plan by the dates in this section, the city attorney for the City of Austin shall immediately petition state court for an order prescribing the boundary lines of the single-member districts in accordance with the redistricting criteria and requirements set forth in this section. The plan prescribed by the court shall be used for all subsequent city council elections until a final plan is adopted by the commission to replace it.
- (H) The commission has the sole legal standing to defend any action regarding a certified final map, and shall inform the city council if it determines that funds or other resources provided for the operation of the commission are not adequate. The city council shall provide adequate funding to defend any action regarding a certified map. The commission has sole authority to determine whether the city attorney or other legal counsel retained by the commission at its discretion shall represent the commission in defense of a certified final map.

(I) Commission Selection Process.

- (1) No later than December 1, 2012, and thereafter by June 1 in each year ending in the number zero, the City of Austin Auditor shall initiate and widely publicize an application process, open to all registered City of Austin voters who meet the requirements of subdivision 3(D)(1) above, in a manner that promotes a large, diverse (by race, ethnicity, gender, and geography) and qualified commissioner applicant pool. The City Auditor shall take all reasonable and necessary steps to ensure that the pool has the requisite numbers, diversity, and qualifications. This process shall remain open until February 1, 2013 and thereafter until September 30 in each year ending in the number zero.
- (2) No later than December 1, 2012 and thereafter by June 1 in each year ending in the number zero, the City of Austin Auditor shall initiate and widely publicize an application process, open to all qualified independent auditors that reside in the City of Austin and who meet the requirements of subdivision 3(A)(5) above, in a manner that promotes a large pool of applicants and applicant diversity by race, ethnicity, gender, and geography. This process shall remain open until February 1, 2013 and thereafter until September 1 in each year ending in the number zero.
- (3) The City of Austin Auditor shall remove from the commissioner or independent auditor applicant pool any person with conflicts of interest including:
 - (a) Within the five years immediately preceding the date of application, either the applicant or their spouse, shall have done any of the following:
 - (i) been appointed to, elected to, or have been a candidate for state or city office.
 - (ii) served as an officer, employee, or paid consultant of a political party or of the campaign committee of a candidate for elective state, county or city office.
 - (iii) been a registered state or local lobbyist.
 - (iv) contributed or bundled \$1,000 or more in aggregate to candidates for City of Austin elective office in the last city election.

- (b) A person who has been, within the three years immediately preceding the date of application: a paid employee of the City of Austin; person performing paid services under a professional or political contract to the City of Austin, to the city council, [ø] to any member of the city council, or to the mayor; any controlling person of any such consultant; or a spouse of any of the foregoing.
- (4) No later than February 15, 2013, and no later than October 1 in each year ending in the number zero, the City Auditor shall review the auditor review panel applicants and remove those who do not meet the prescribed qualifications in subdivision 3(A)(5) or have conflicts of interest as defined by subdivision 3(I)(3). No later than February 15, 2013, and no later than October 1 in each year ending in the number zero, the City Auditor shall at a public meeting randomly draw the names of three qualified independent auditors from a pool consisting of all qualified independent auditors, without conflicts of interest, that have applied to serve on the Applicant Review Panel. After the drawing, the City Auditor shall notify the three qualified independent auditors whose names have been drawn that they have been selected to serve on the panel. If any of the three qualified independent auditors declines to serve on the panel or is disqualified because of any conflict of interest prescribed above in subdivision 3(I)(2), the City Auditor shall resume the random drawing at a public meeting as soon as possible until three qualified independent auditors who meet the requirements of this section have agreed to serve on the panel.
- (5) No later than March 1, 2013, and thereafter no later than October 31 in each year ending in the number zero, the City Auditor shall have reviewed and removed individuals with conflicts of interest as defined in subdivision 3(I)(3), or who fail to meet the qualification prescribed in subdivision 3(D)(1), from among the commission applicants, and then shall publicize the names in the applicant pool and provide copies of their applications to the Applicant Review Panel.
- (6) No later than May 1, 2013, and thereafter by January 15 in each year ending in the number one, the Applicant Review Panel shall select a pool of 60 applicants from among the qualified applicants. These

persons shall be the most qualified applicants on the basis of relevant analytical skills, ability to be impartial, residency in various parts of the city, and appreciation for the City of Austin's diverse demographics and geography. The members of the Applicant Review Panel shall not communicate directly or indirectly with any elected member of the city council, or their representatives, about any matter related to the nomination process or any applicant prior to the presentation by the panel of the pool of recommended applicants to the city council.

- (7) No later than May 2, 2013, and by January 16 in each year ending in the number one thereafter, the Applicant Review Panel shall submit its pool of 60 recommended applicants to the city council. Each member of the city council within five days in writing may strike up to one applicant from the pool of applicants. No reason need be given for a strike. Any applicant struck by any member of the city council must be removed from the pool of applicants. No later than May 8, 2013, and thereafter by January 22 in each year ending in one, the Applicant Review Panel shall submit the pool of remaining applicants to the City Auditor.
- (8) No later than May 9, 2013 and thereafter by January 23 in each year ending in the number one, the City Auditor shall randomly draw at a public meeting eight names from the remaining pool of applicants. These eight individuals shall serve on the commission.
- (9) No later than June 30, 2013, and thereafter by February 28 in each year ending in the number one, the eight commissioners shall review the remaining names in the pool of applicants and, from the remaining applicants in that pool, shall appoint six applicants to the commission. These six appointees must be approved by at least five affirmative votes among the eight commissioners. These six appointees shall be chosen to ensure that the commission reflects the diversity of the City of Austin, including, but not limited to, racial, ethnic, and gender diversity. However, it is not intended that formulas or specific ratios be applied for this purpose. Applicants shall also be chosen based on relevant analytical skills and ability to be impartial. As for geographic diversity, for the first redistricting in 2013, the eight commissioners shall appoint the remaining six members to ensure geographic diversity and that at least three commissioners come from each of the four existing Travis County Commissioners precincts, to the extent feasible with the remaining

six open seats. As for the redistricting in each year ending in the number one thereafter, the eight commissioners shall ensure that at least one commission member resides in each of the then current council districts, to the extent feasible with the remaining six open seats.

- (10) Once constituted, the commission shall conduct hearings and adopt a plan for the boundaries of the city's council districts as required by the Charter of the City of Austin.
- (J) Citizens Redistricting Commission Vacancy, Removal, Resignation, or Absence.
- (1) In the event of substantial neglect of duty, gross misconduct in office, or inability to discharge the duties of office, a member of the commission, having been served written notice and provided with an opportunity for a response, may be removed by a vote of 10 of the commissioners.
 - (2) Any vacancy, whether created by removal, resignation, or absence, in the 14 commission positions shall be filled by the commission within 15 days after the vacancy occurs, from the remaining pool of applicants and in compliance with the applicant requirements of subdivision 3(I)(8). Nine members must agree to any appointment.
- (K) The activities of the commission are subject to all of the following:
- (1) the commission shall comply with all state and city requirements for open meetings.
 - (2) the records of the commission and all data considered by the commission are public records that will be made available in a manner that ensures immediate and widespread public access.
 - (3) commission members and commission staff may not communicate with or receive communications about redistricting matters from anyone outside of a public hearing. This paragraph does not prohibit communication between commission members, commission staff (which shall exclude staff of any council members or of the mayor), legal counsel, and consultants retained by the commission that is otherwise permitted by state and city open meeting requirements.
 - (4) the commission shall select one of its members to serve as the chair and one to serve as vice chair. The chair and vice chair shall remain voting members of the commission.

- (5) the commission shall hire commission staff, legal counsel, and consultants as needed; provided, however, that compensation of such persons shall be limited to the period in which the commission is active. The commission shall establish clear criteria for the hiring and removal of these individuals, communication protocols, and a code of conduct. The commission shall apply the conflicts of interest listed in subdivision 3(I)(3) to the hiring of staff, legal counsel, and consultants. The commission shall require that at least one of the legal counsel hired by the commission has demonstrated extensive experience and expertise in implementation and enforcement of the federal Voting Rights Act of 1965 (52 U.S.C. Sec. 10101 and following). The commission shall make hiring, removal, or contracting decisions on staff, legal counsel, and consultants by nine or more affirmative votes.
- (6) notwithstanding any other provision of law, no employer shall discharge, threaten to discharge, intimidate, coerce, or retaliate against any employee by reason of such employee's membership on the commission or attendance or scheduled attendance at any meeting of the commission.
- (7) the commission shall establish and implement an open hearing process for public input and deliberation that shall be subject to public notice and promoted through an extensive outreach program to solicit broad public participation in the redistricting public review process. The hearing process shall begin with hearings to receive public input before the commission votes and approves a preliminary redistricting plan. In 2013, there shall be at least two such public hearings, before the commission votes on a preliminary plan, in each of the four Travis County Commissioner precincts, and in each year ending in the number one thereafter, there shall be at least one such public hearing, before the commission votes on a preliminary redistricting plan in each of the then existing 10 council districts. In addition, these hearings shall be supplemented with all other appropriate activities to further increase opportunities for the public to observe and participate in the review process.

Following the commission's vote approving the preliminary plan, there shall be at least four public hearings, geographically dispersed with at least one hearing in each of the four Travis County Commissioners' precincts and each hearing shall be held on a different date. The commission also shall display the approved

preliminary plan for written public comment in a manner designed to achieve the widest public access reasonably possible. Written public comment shall be taken for at least 14 days from the date of public display of the approved preliminary plan. The commission then shall vote on a proposed final plan and then it shall hold two subsequent public hearings, one north of Lady Bird Lake and one south of Lady Bird Lake and take at least five days of written public comments. The commission then shall be finished with all hearings and adopt a final plan by no later than December 1, 2013, and thereafter by November 1 in each year ending in the number one.

- (8) members of the commission shall not be compensated for their service. Members of the panel and the commission are eligible for reimbursement of reasonable and necessary personal expenses incurred in connection with the duties performed pursuant to this act.
- (9) the city council shall appropriate sufficient funds to meet the operational cost of the commission and the cost of any outreach program to solicit broad public participation in the redistricting process.
- (10) the commission shall remain inactive except when necessary to comply with its duties under this ordinance and the Charter of the City of Austin.

§ 5.-TERM LIMITS.

- [(A)] [~~Except as provided in subsection (C), a person may not be elected to or serve in the office of mayor for more than two consecutive terms, and a person who has held the office of mayor for more than two years of a term to which some other person was elected mayor may not be elected to the office of mayor more than once in succession.~~]
- [(B)]A) Except as provided in subsection ([C]B), a person may not be elected to, or serve on, the city council [~~in a position other than mayor~~]for more than two consecutive terms, and a person who has held a position [~~other than mayor~~]for more than two years of a term to which some other person was elected to the position may not be elected to a position [~~other than mayor~~]more than once in succession.
- [(C)]B) A person subject to a term limit with respect to an office may become a candidate for the office and serve if elected if the person's application to be a candidate for the office is accompanied by a petition requesting

that the person be authorized to be a candidate and the petition is signed by at least five per cent of the qualified voters of the territory from which the office is elected.

§ 7. - POWERS OF THE COUNCIL.

All legislative powers and authority which are expressly or impliedly conferred on or possessed by the city shall be vested in and exercised by the council; provided, however, that the council shall have no power to, and shall not:

- (A) Sell, convey, lease, mortgage, or otherwise alienate any land which is now, or shall hereafter be, dedicated for park purposes, unless:
 - (1) the qualified voters of the city shall authorize such act by adopting in a general or special election a proposition submitting the question and setting forth the terms and conditions under which such sale, conveyance, lease, mortgage, or other alienation is to be made; or
 - (2) a lease is to an independent school district, as defined by state law, for a purpose that two-thirds of the council find is a park purpose.
- (B) Sell, convey, or lease all or any substantial part of the facilities of any municipally owned public utility, provided that the council may lease all or a substantial part of such facilities to any public agency of the State of Texas if the qualified voters of the city authorize such lease by adopting in a general or special election a proposition submitting the question and setting forth the terms and conditions under which such lease is to be made.
- (C) Accept or admit liability in, or pay any claim for damages asserted against the city without first obtaining a written opinion from the city attorney regarding the city's liability therein.

§ 9.-~~INTERFERENCE IN PERSONNEL MATTERS~~REPEALED.

~~[Neither the council nor any of its members shall instruct or request the city manager or any of his or her subordinates to appoint to or remove from office or employment any person except with respect to those offices which are to be filled by appointment by the council under the provisions of this Charter. Except for the purpose of inquiry and investigation, the council and its members shall deal with the administrative service of the city solely through the city manager and shall not give orders to any of the manager's subordinates either publicly or privately.]~~

§ 10.-~~MAYOR AND MAYOR PRO TEM~~PRESIDENT OF THE COUNCIL.

~~[The council member elected to and occupying the place designated "mayor" shall be the mayor of the City of Austin.]~~At its first meeting following each regular election of council members, the council shall, by election, designate one of its

number as president of the council~~[mayor pro tem]~~, who shall serve in such capacity at the pleasure of the council. The ~~[mayor]~~president of the council shall preside at all meetings of the council~~[and shall be recognized as head of the city government for all ceremonial purposes, for the purpose of receiving service of civil process, and for military purposes, but he or she shall have no regular administrative duties. The mayor, as a member of the council, shall be entitled to vote upon all matters considered by the council, but shall have no veto power]~~. The ~~[mayor pro tem]~~president of the council shall act as mayor during the absence or disability of the mayor, and shall have power to perform every act the mayor could perform if present.

§ 11.-CITY CLERK.

The council shall appoint the city clerk who shall serve at the pleasure of the council. The city clerk shall keep the records of the council, and shall have such other duties and responsibilities as may be assigned by this Charter and by ordinance~~[the council]~~.

§ 12.-MEETINGS OF THE COUNCIL.

The council shall meet in regular session at the City Hall at least once each week at such time as may be prescribed by ordinance, unless otherwise ordered by the council for reasons to be documented in the minutes. Special meetings of the council shall be called by the city clerk upon written request of the mayor, the president of the council, or two members of the council. All meetings shall be open to the public except as may be authorized by the laws of the State of Texas.

§ 14.-PROCEDURE TO ENACT LEGISLATION.

The council shall legislate by ordinance only, and the enacting clause of every ordinance shall be, "BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AUSTIN." Before any ordinance shall be adopted, the city attorney shall approve such ordinance in writing or shall file with the city clerk his or her written legal objections thereto. Every ordinance passed by the council shall, before it becomes effective, be signed by the city clerk or other person authorized by the council, and be presented to the mayor for approval and signature. If the mayor does not approve the ordinance, the mayor shall endorse on it the date of its presentation to him or her, and return it to the city clerk with a written state of objections to the ordinance. The city clerk shall endorse on the ordinance that date of its return to him or her. If the mayor does not approve or veto an ordinance in accordance with this section within ten days after its presentation to him or her, the ordinance shall be effective as if signed by the mayor. The city clerk shall present the ordinance, with the objections of the mayor, at the first council meeting after the clerk has received the Mayor's objections. The council may pass any ordinance over the veto of the mayor within

45 days after the objections of the mayor are presented to the council, by two-thirds vote of the council or by three-fourths vote where two-thirds vote or more was required for passage of the original ordinance. Every ordinance adopted~~[enacted by the council shall be signed by the mayor, mayor pro tem, or by two council members, and]~~ shall be filed with and recorded by the city clerk before the same shall become effective. Unless otherwise provided by law or this Charter, no ordinance shall become effective until the expiration of 10 days following the date of mayoral approval or override of mayoral veto~~[its final passage]~~, except where an ordinance relating to the immediate preservation of the public peace, health or safety, is adopted as an emergency measure by the favorable votes of at least two-thirds of the council members and contains a statement of the nature of the emergency.

ARTICLE III.-ELECTIONS.

§ 2.-ELECTION DATE; COUNCIL TERMS; ELECTION BY MAJORITY AND RUN-OFF ELECTIONS.

- (A) The city's general election shall be held on the November uniform election date authorized by state law in even-numbered years. Notwithstanding any other provision of this Charter, the regular term of the mayor and council members is four years. Council terms shall be staggered so that a general election is held every two years, and half, or as near to half as is practical, of the council is elected at each election.
- (B) A council member shall hold office for a term specified by this Charter or until a successor has been elected and qualified. If elected to fill an unexpired term, a council member shall hold office for the remainder of the unexpired term or until a successor has been elected and qualified.
- (C) The regular term of a council member begins on the date set by ordinance. A council member may qualify for office on that date or as soon thereafter as practicable. In the case of a special election to fill an unexpired term, the person elected may qualify and assume office as soon as practicable after the canvass of the election.
- (D) At every regular election and at every special election called to fill one or more ~~[vacant places on the council]~~offices, election to each ~~[place on the council]~~office shall be by a majority of all the votes cast for such ~~[place]~~office at such election. In every such election each qualified voter shall vote for not more than one candidate for each ~~[council place]~~office to be filled. Where in an election to ~~[a place on the council]~~an office, no candidate receives a majority of all the votes cast for such ~~[place]~~office at such election, the council shall, immediately upon declaring the official results of the election, issue a call for a run-off election for every

[place]office to which no one was elected. Such run-off election shall be held in accordance with state law and the two (2) candidates who received in the preceding election the highest number of votes for each [place]office to which no one was elected shall be voted on again, and the candidate who receives the majority of the votes cast for each such [place]office in the run-off election shall be elected to such [place]office.

§ 3.-REGULATION OF ELECTIONS.

All elections shall be held in accordance with the laws of the State of Texas regulating the holding of municipal elections and in accordance with the ordinances adopted by the council for the conduct of elections. The council shall by ordinance appoint the election judges and other election officials. Voting precincts shall be established by ordinance and may be altered from time to time in like manner.

§ 4.-FILING OF CANDIDATES.

Any qualified person who desires to become a candidate for election to mayor or a place on the council shall file with the city clerk, at least 45 days prior to the election day, an application for his or her name to appear on the ballot. Such application shall be accompanied by a filing fee of \$500.00. Such filing fee may be reduced by \$1.00 per signature for each registered voter who signs a petition requesting that the name of the candidate be placed on the ballot, if such petition is sufficient to satisfy statutory requirements. In case of a district position, the petition shall be signed by registered voters residing in the particular district. Such application shall clearly designate by number the place on the council to which the candidate seeks election and shall contain a sworn statement by the candidate that he or she is fully qualified under the laws of Texas and the provisions of this Charter to hold the office he or she seeks.

§ 5. - BALLOTS.

For every regular election and for every special election called to fill one or more vacant ~~[places on the council]offices~~, the city clerk shall place upon the official ballot the name of every candidate who shall file an application which complies with the provisions of this Charter. The council places to be filled shall be placed on the ballot in numerical order. The name of each candidate shall be placed on the ballot under the designated [place]office for which he or she shall have filed, and in such manner that the names of the candidates for each [place]office shall be clearly separate and distinguishable from the names of the candidates for every other ~~[council place]office~~. The order on the ballot of the names of the candidates for each respective ~~[council place]office~~ shall be determined by lot in a drawing to be held under the supervision of the city clerk, at which drawing each candidate or his or her named representative shall have a right to be present.

ARTICLE IV.-INITIATIVE, REFERENDUM, AND RECALL.

§ 6.-POWER OF RECALL.

In this section, "officeholder" means the mayor or a council member. The people of the city reserve the power to recall any ~~[member of the council]~~officeholder and may exercise such power by filing with the city clerk a petition, signed by qualified voters of the territory from which the ~~[council member]~~officeholder is elected, equal in number to at least 10 percent of the qualified voters of the territory from which the ~~[council member]~~officeholder is elected, demanding the removal of ~~[a council member]~~the officeholder. The petition shall be signed and verified in the manner required for an initiative petition, shall contain a general statement of the grounds for which the removal is sought, and one of the signers of each petition paper shall make an affidavit that the statements therein made are true.

§ 7.-RECALL ELECTION.

Within 20 days after a recall petition is filed, the city clerk shall examine the same. The provisions regulating examination, certification, and amendment of initiative petitions shall apply to recall petitions. If the petition is certified by the city clerk to be sufficient and the mayor or council member whose removal is sought does not resign within five days after the certification to the council, the council shall order and hold a recall election in the territory from which the mayor or council member is elected on the first authorized election date that allows sufficient time to comply with other requirements of law.

§ 8.-RECALL BALLOT.

Ballots used at recall elections shall conform to the following requirements:

- (1) With respect to each person whose removal is sought, the question shall be submitted "Shall (name of mayor or council member) be removed from the office of (mayor or city council member)?"
- (2) Immediately below each such question there shall be printed the two following propositions, one above the other, in the order indicated:

"For the recall of (name of mayor or council member)."

"Against the recall of (name of mayor or council member)."

§ 9.-RESULTS OF RECALL ELECTION.

If a majority of the votes cast at a recall election shall be against removal of the mayor or council member named on the ballot, he or she shall continue in office. If the majority of the votes cast at such election be for the removal of the mayor or council member named on the ballot, the council shall immediately declare his or

her office vacant and such vacancy shall be filled in accordance with the provisions of this Charter for the filling of vacancies. A mayor or council member thus removed shall not be a candidate to succeed himself or herself in an election called to fill the vacancy thereby created.

§ 10.-LIMITATION ON RECALL.

No recall petition shall be filed against a mayor or council member within six months after he or she takes office, and no mayor or council member shall be subject to more than one recall election during a term of office.

ARTICLE V.-~~[ADMINISTRATIVE ORGANIZATION]~~THE EXECUTIVE.

§ 1 -THE ~~[CITY MANAGER]~~MAYOR.

The ~~[council shall appoint a city manager who]~~mayor shall be the chief administrative and executive officer of the city. He or she shall be recognized as head of the city government for all ceremonial purposes, for the purpose of receiving service of civil process, and for military purposes. ~~[He or she shall be chosen by the council solely on the basis of his or her executive and administrative training, experience, and ability, and need not, when appointed, be a resident of the City of Austin; however, during the tenure of his or her office, he or she shall reside within the city.]~~

~~[The city manager shall not be appointed for a definite term, but may be removed at the will and pleasure of the council by a majority vote of the entire membership of the council. If removed after serving six months he or she may demand written charges and the right to be heard thereon at a public meeting of the council prior to the date on which his or her final removal shall take place. Pending such hearing, the council may suspend him or her from office. The action of the council in suspending or removing the city manager shall be final, it being the intention of this Charter to vest all authority and fix all responsibility for such suspension or removal in the council. The city manager shall receive such compensation as may be fixed by the council.]~~

~~[No member of the council shall, during the time for which he or she is elected or for two years thereafter, be chosen as city manager.]~~

§ 2.-POWERS AND DUTIES OF THE ~~[CITY MANAGER]~~MAYOR.

The ~~[city manager]~~mayor shall be responsible ~~[to the council]~~for the proper administration of all affairs of the city and to that end he or she shall have power and shall be required to:

- (1) Appoint and remove any officer or employee of the city except those officers appointed by the council and except as otherwise provided by this

Charter.

- (2) Prepare the budget annually, submit it to the council, and be responsible for its administration after adoption.
- (3) Prepare and submit to the council as of the end of the fiscal year a complete report on the finances and administrative activities of the city for the preceding year.
- (4) Keep the council advised of the financial condition and future needs of the city and make such recommendations as may seem desirable.
- ~~[(5)] [Appoint, by letter filed with the city clerk, a qualified administrative officer of the city to perform his or her duties during his or her temporary absence or disability.]~~
- [(6)5] Perform such other duties as may be prescribed by this Charter or required of him or her by the council, not inconsistent with the provisions of this Charter.

§ 3.-ADMINISTRATIVE DEPARTMENTS.

There shall be such administrative departments as are established by this Charter and as may be established by ordinance, all of which shall be under the control and direction of the ~~[city manager]~~mayor. The council may abolish, by ordinance, any department or combine one or more departments created by it~~[, but no administrative department shall be created, abolished or combined with another department until the council has obtained and considered the recommendations of the city manager with regard thereto].~~

§ 4.-DIRECTORS OF DEPARTMENTS.

At the head of each department there shall be a director who shall be appointed, and who may be removed, by the ~~[city manager]~~mayor. Such directors shall have supervision and control over their respective departments, and may serve as chiefs of divisions within their respective departments. Two or more departments may be headed by the same individual, and the ~~[city manager]~~mayor may head one or more departments.

§ 5.-DEPARTMENTAL ORGANIZATION.

The work of each department shall be distributed among such divisions as may be established by ordinance~~[; provided, however, that no departmental division shall be made until the city manager shall have been heard and have made his or her recommendations with respect thereto].~~ Pending passage of ordinances establishing departmental divisions, the ~~[manager]~~mayor may establish temporary divisions in any department.

§ 6.-CITY ATTORNEY.

There shall be a department of law, the head of which shall be the city attorney, who shall be appointed by the ~~[city manager]~~mayor, subject to confirmation by the council, and removed by the mayor or two-thirds vote of the council. The city attorney shall be a competent attorney who shall have practiced law in the State of Texas for at least five years immediately preceding his or her appointment. The city attorney shall be the legal advisor of, and attorney for, all of the officers and departments of the city, and he or she shall represent the city in all litigation and legal proceedings. He or she shall draft, approve, or file his or her written legal objections to every ordinance before it is acted upon by the council, and he or she shall pass upon all documents, contracts and legal instruments in which the city may have an interest.

There shall be such assistant city attorneys as may be authorized by the council, by ordinance, who shall be authorized to act for and on behalf of the city attorney.

§ 7.-ELIGIBILITY OF THE MAYOR.

A candidate for mayor must meet all eligibility requirements of state law and must have resided continuously in the state for 12 months and in the city for six months immediately preceding the regular filing deadline for a mayoral candidate's application for a place on the ballot. If the mayor ceases to reside in the city, the mayor automatically resigns.

§ 8.-TERM LIMITS.

- (A) Except as provided in subsection (B), a person may not be elected to or serve in the office of mayor for more than two consecutive terms, and a person who has held the office of mayor for more than two years of a term to which some other person was elected mayor may not be elected to the office of mayor more than once in succession.
- (B) A person subject to a term limit with respect to an office may become a candidate for the office and serve if elected if the person's application to be a candidate for the office is accompanied by a petition requesting that the person be authorized to be a candidate and the petition is signed by at least five per cent of the qualified voters of the territory from which the office is elected.

§ 9.-VACANCY.

Where a vacancy in the office of mayor shall occur, the vacant place shall be filled by a special election, and, where necessary, by a run-off election, in the same manner as provided in this Charter for the regular election of the mayor. Such

special election shall be held on the next available state uniform election date following the creation of the vacancy, and the run-off election shall be held according to state law following the preceding election; provided, however, that where a vacancy shall occur within 90 days of a regular election, no special election to fill the vacancy shall be called.

ARTICLE VI.-MUNICIPAL COURT.

§ 2.-JUDGE OF THE MUNICIPAL COURT.

The municipal court shall be presided over by a magistrate who shall be known as the judge of the municipal court. He or she shall be appointed by the ~~[council]~~mayor, subject to confirmation by the council for a four-year term beginning on January first of even numbered years. He or she shall be removed by the mayor, subject to confirmation by the council, only for cause or disability as defined in the Texas Constitution. He or she shall have been admitted to practice law in the State of Texas for not less than two years and shall have resided in the city for a period of not less than two years immediately preceding his or her appointment.

In the event the judge of the municipal court is unable to act for any reason, the ~~[council]~~mayor shall appoint an attorney possessing the qualifications required above to act in his or her place, subject to confirmation by the council. The judge, or anyone acting in his or her place, shall receive such compensation as may be set by the council by ordinance.

The council shall have the power, by ordinance, to create and establish additional municipal courts, and the mayor shall have the power to appoint, subject to confirmation by the council, more than one judge of each municipal court, whether one or more, each of whom shall be a magistrate and shall have the qualifications and serve the term of office prescribed in the first paragraph of this section.

If any judge of a municipal court announces candidacy, or in fact becomes a candidate, in any general, special, or primary election, for any elective public office, at a time when the unexpired term of the judge's office exceeds one year, the judge's announcement or candidacy is an automatic resignation of the office of municipal judge.

§ 3-CLERK OF THE MUNICIPAL COURT.

There shall be a clerk of the municipal court who shall be appointed by, and who shall serve at the pleasure of, the ~~[council]~~mayor, subject in both appointment and removal to confirmation by the council. The clerk shall have the power to administer oaths and affidavits, make certificates, affix the seal of the court thereto, and otherwise perform any and all acts necessary in issuing process for such court and conducting the business thereof.

There shall be such deputy clerks of the municipal court as may be authorized by the council by ordinance, who shall have authority to act for and on behalf of the clerk of the municipal court, and who shall be appointed by the clerk of the municipal court.

§ 4.-FINES AND FORFEITURES - POWER OF COUNCIL.

The [~~city council~~]mayor, subject to confirmation by the council, shall have the power to remit fines, forfeitures and penalties for the violation of penal ordinances of the city, and to grant reprieves and pardons for all offenses arising under the penal ordinances of the city.

ARTICLE VII.-FINANCE.

§ 1.-DEPARTMENT OF FINANCE.

There shall be a department of finance, the head of which shall be the director of finance. The director of finance shall be appointed by the [~~city manager~~]mayor, shall have knowledge of municipal accounting and shall have had experience in budgeting and financial control. Said director shall provide a bond with such surety and in such amount as the council may require, by ordinance. The premium on such bond shall be paid by the city.

§ 2.-DIRECTOR OF FINANCE- POWERS AND DUTIES.

The director of finance shall administer all financial affairs of the city, other than the assessment and collection of taxes. He or she shall have authority and be required to:

- (1) Maintain a general accounting system for the city government and exercise financial control over all offices, departments, and agencies thereof;
- (2) Certify as to the availability of funds for all proposed expenditures. Unless the Director of Finance shall certify that there is an unencumbered balance in the appropriation and funds available, no appropriation shall be encumbered, and no expenditure shall be made;
- (3) Submit to the council, through the [~~city manager~~]mayor, a monthly statement of all receipts and disbursements in sufficient detail to show the exact financial condition of the city;
- (4) Prepare, as of the end of the fiscal year, a complete financial statement and report.

§ 4.-INTERIM BUDGET.

The [~~city manager~~]mayor shall submit to the council an interim budget which shall be prepared, as nearly as practicable, in accordance with the requirements for

the budget document herein prescribed, for the interim fiscal period hereinabove established. Following the approval of such interim budget, the council shall enact such appropriation and other ordinances as may be necessary for the effectuation of such interim budget.

§ 5.-THE BUDGET DOCUMENT.

The budget for the city government shall present a complete financial plan for the ensuing fiscal year, and shall consist of three parts as follows:

Part I shall contain:

- (1) A budget message, prepared by the [~~city manager~~]mayor, which shall outline his or her proposed fiscal plan for the city and describe significant features of the budget for the forthcoming fiscal period;
- (2) A general budget summary which, with supporting schedules, will show the relationship between total proposed expenditures and total anticipated revenues for the forthcoming fiscal period and which shall compare these figures with corresponding figures for the last completed fiscal year and the year in progress.

Part II shall contain:

- (1) Detailed estimates of all proposed expenditures, showing the corresponding expenditures for each item for the current fiscal year and the last preceding fiscal year with explanations of increases or decreases recommended;
- (2) Detailed estimates of anticipated revenues and other income;
- (3) Delinquent taxes for current and preceding years, with the estimated percentage collectible; and
- (4) Statement of the indebtedness of the city, showing debt redemption and interest requirements, debt authorized and unissued, and conditions of the sinking funds.

Part III shall contain a proposed complete draft of the appropriation ordinance, the tax levying ordinance, and any other ordinances required to effectuate the budget.

§ 7.-WORK PROGRAMS AND ALLOTMENTS.

At the beginning of each fiscal year the head of each department or agency of the city government, upon the direction of the [~~city manager~~]mayor, shall submit to the department of finance a work program for the year. Said work program shall include all appropriations for operation, maintenance, and capital outlays and shall indicate

the requested allotments of such appropriations by months for the entire fiscal year. The ~~[city manager]~~mayor shall review the requested allotments, and, after such alteration or revision as he may deem necessary, authorize such for expenditure. Thereafter the department of finance shall authorize all expenditures for departments and agencies to be made from the appropriations on the basis of the approved allotments and not otherwise. The approved allotments may be revised during the fiscal year by the ~~[city manager]~~mayor, or upon application by the head of any department or agency and approval by the ~~[city manager]~~mayor, but in no event shall the aggregate of departmental or agency allotments exceed the appropriation available to such departments or agencies for the fiscal year. If, at any time during the fiscal year, the ~~[city manager]~~mayor shall ascertain that available revenues will be less than total appropriations for the year, he or she shall reconsider the work program and allotments of the departments and agencies and revise them so as to prevent the making of expenditures in excess of available revenues.

§ 8.-APPROPRIATIONS.

No funds of the city shall be expended nor shall any obligation for the expenditure of money be incurred, except in pursuance of the annual or interim period appropriation ordinance provided by this Charter. At the close of each fiscal year any unencumbered balance of an appropriation shall revert to the fund from which appropriated and may be reappropriated by the city council. The council may, by ordinance, transfer any unencumbered appropriation balance or portion thereof from one office, department, or agency to another. The ~~[city manager]~~mayor shall have authority, without council approval, to transfer appropriation balances from one expenditure account to another within a single office, department, or agency of the city.

§ 9.-DEPOSITORIES.

All monies received by any person, department, or agency of the city for or in connection with affairs of the city shall be deposited promptly in city depositories, which shall be designated by the council, by ordinance, in accordance with such regulations and subject to such requirements as to security for deposits and interest thereon as may be established by ordinance. All checks, vouchers, or warrants for the withdrawal of money from the city depositories shall be signed by the director of finance or his or her deputy and countersigned by the ~~[city manager]~~mayor.

§ 11.-REVENUE BONDS.

The city shall have power to borrow money for the purpose of constructing, purchasing, improving, extending or repairing of public utilities, recreational facilities or facilities for any other self liquidating municipal function not now or hereafter prohibited by any general law of the state, and to issue revenue bonds to

evidence the obligation created thereby. Such bonds shall be a charge upon and payable solely from the properties, or interest therein, acquired and the income therefrom, and shall never be a debt of the city. All revenue bonds issued by the city shall first be authorized by a majority of the qualified electors voting at an election held for such purpose. The council shall have authority to provide, by ordinance, for the terms and form of any purchase agreement, contract, mortgage, bond or document desired or necessary for the issuance of revenue bonds and the acquisition and operation of any such property or interest.

§ 12.-REVENUE BONDS FOR CONSERVATION.

In order to conserve the energy-producing resources, water resources, and wastewater treatment facilities of the city and, therefore, to save money of the city, the city shall have power to borrow money for the purpose of providing conservation facilities, including facilities to be owned or operated by persons other than the city, and to issue revenue bonds, notes or other obligation in evidence of such borrowing. Such bonds shall be a charge upon and payable solely from the public utilities referred to in the first paragraph of Section 11 and the income therefrom, and shall never be a debt of the city. All revenue bonds or obligations shall be issued in accordance with applicable laws of the State of Texas. The council shall have the authority to provide, by ordinance, for the terms and form of any purchase agreement, contract, mortgage, bond or document desired or necessary for the issuance of revenue bonds and the providing of any such resource conservation facilities.

§ 14.-SINKING FUND.

It shall be the duty of the council to levy, by ordinance, an annual tax sufficient to pay the interest on and provide the necessary sinking fund required by law on all outstanding general obligation bonds of the city. The interest and sinking fund shall be deposited in a separate account and shall not be diverted to or used for any other purpose than to pay the interest and principal on such bonds. The sinking fund maintained for the redemption of any debt may be invested in any interest bearing bonds of the United States government, the State of Texas, the County of Travis, or the City of Austin.

§ 15.-PURCHASE PROCEDURE

All purchases made and contracts executed by the city shall be pursuant to a written requisition from the head of the office, department or agency whose appropriation will be charged, and no contract or order shall be binding upon the city unless and until the director of finance certifies that there is to the credit of such office, department or agency a sufficient unencumbered appropriation balance to pay for the supplies, materials, equipment or contractual services for which the contract

or order is to be issued. Before the city makes any purchase or contract for supplies, materials, equipment or contractual services, opportunity shall be given for competition unless exempted by state statute. The ~~[city manager]~~mayor shall have the authority to contract for expenditures without further approval of the council for an expenditure that does not exceed forty-three thousand dollars annually. A contract or an amendment to a contract, involving an expenditure of more than forty-three thousand dollars annually must be expressly approved by the council. All contracts or purchases involving more than \$5,000.00 shall be let to the bid deemed most advantageous to the city after there has been an opportunity for competitive bidding; provided, however, that the council shall have the right to reject any and all bids. Contracts for personal or professional services shall not be let on competitive bids and each such contract, or amendment to a contract, involving more than forty-three thousand dollars annually shall be approved by the council. The ~~[city manager]~~mayor may not contract for personal or professional services under the ~~[manager's]~~mayor's authority if the ~~[manager]~~mayor knows or reasonably should know that the contractor's full scope of work will exceed the limit of the ~~[manager's]~~mayor's authority. The amount of the forty-three thousand dollar annual limitation shall be modified each year with the adoption of the budget to increase or decrease in accordance with the most recently published federal government, Bureau of Labor Statistics Indicator, Consumer Price Index (CPI-W U.S. City Average) U.S. City Average. The most recently published Consumer Price Index on May 4, 2002, shall be used as a base of 100 and the adjustment thereafter will be to the nearest \$1,000.00.

ARTICLE IX.-PERSONNEL.

§ 1.-CLASSIFIED CIVIL SERVICE.

- (A) To the extent of any conflict with other provisions of this Charter, this article controls. If another ballot proposition amending the previous Section 1 of this article is approved by the voters at the same election at which this section is adopted, this section supersedes and replaces the other amendment to Section 1, but does not supersede or replace other amendments to this article that were part of the other proposition.
- (B) There is hereby established a classified civil service in which all employment and promotions shall be made on the basis of merit and fitness. The civil service shall include all appointive offices and employments in the administrative service and in other agencies and offices of the city, except the following:

- (1) members of the city council and their direct staff;
- (2) persons who are appointed, confirmed, or elected by the city council pursuant to this Charter;
- (3) the ~~[city manager]~~ mayor and ~~[assistant city managers]~~ the mayor's direct reports;
- (4) department directors and assistant department directors;
- (5) the city attorney and all assistant city attorneys;
- (6) temporary and seasonal employees; and
- (7) employees covered by a state civil service statute.

§ 2.-MUNICIPAL CIVIL SERVICE COMMISSION.

- (A) There shall be a municipal civil service commission consisting of five commissioners, one of whom shall serve as chair.
- (B) The city council shall appoint the commissioners, and shall designate one of the five as chair. Commissioners shall be appointed for a term of three years, except that of the first five commissioners appointed after adoption of this section, one shall be appointed for a one year term and two each shall be appointed for two and three-year terms so that thereafter commissioners will serve staggered terms. Any vacancy occurring after appointment shall be filled by the city council for the remainder of the unexpired term.
- (C) Each commissioner must be a qualified voter of the city who does not, during the commissioner's term, hold or become a candidate for any other public office of the city or of the State of Texas.
- (D) Commissioners may be paid compensation for their services as determined in advance by the city council, by ordinance.
- (E) A commissioner may be removed before the end of the commissioner's term only for cause, and after receiving a written statement of the reasons for removal and a public hearing before the city council if the commissioner requests a hearing.
- (F) Three members of the commission constitute a quorum. The commission must act by majority vote. The chair has the same voting rights as the other commissioners.

(G) The commission shall:

- (1) hear appeals and make final, binding decisions in the case of any municipal civil service employee or appointee who is discharged, suspended, demoted, denied a promotion, or put on disciplinary probation;
- (2) recommend the adoption of civil service rules and perform services under the civil service rules as provided in this section;
- (3) conduct any investigations it may consider desirable or which it may be required to make by the city council or the ~~[city manager]~~ mayor concerning the administration of municipal civil service, and report its findings and recommendations to the city council;
- (4) perform other duties regarding the municipal civil service, not inconsistent with this article, that the city council may require, by ordinance;
- (5) issue subpoenas and subpoenas duces tecum to witnesses, whether at the request of interested parties or on its own motion, when reasonably necessary to obtain pertinent evidence at a hearing or investigation; and
- (6) administer oaths to witnesses appearing at a hearing or investigation.

§ 3.-HUMAN RESOURCES DIRECTOR.

- (A) There shall be a human resources department, the head of which shall be the human resources director. The human resources director shall be appointed and may be removed by the ~~[city manager]~~ mayor, and must have had training and experience in personnel administration.
- (B) The human resources director shall:
 - (1) perform the duties prescribed by this article, by ordinance, by the commission, or by the ~~[city manager]~~ mayor, according to their respective authorities under this Charter;
 - (2) prepare and recommend to the ~~[city manager]~~ mayor a classification plan, and amendments thereto, for a classified municipal civil service;
 - (3) certify all payrolls for persons in the classified service at the time of initial employment, upon change of status, or upon removal from the payroll; and

- (4) perform such other duties and functions as may be prescribed by the council, by ordinance, or the [~~city manager~~]mayor.

§ 4.-CIVIL SERVICE RULES.

- (A) The administration of the classified municipal civil service, including the employment or appointment of all persons in the municipal civil service, shall be governed, as far as practicable, by rules and regulations known as the municipal civil service rules.
- (B) Within 12 months following the adoption of this section, the human resources director shall prepare civil service rules that meet the requirements specified in this section and recommend them to the civil service commission. After notice and public hearing, the commission shall make any modifications it deems necessary, and recommend that the city council adopt the rules. The civil service rules become effective when adopted by the city council by ordinance.
- (C) After the civil service rules are adopted, they may be amended at any time by using the same process used for the initial adoption of the rules.
- (D) At a minimum, the civil service rules must contain provisions governing:
- (1) initial appointments, promotions, and lateral transfers, all of which shall be based on merit and fitness;
 - (2) disciplinary probation or suspension, involuntary demotion, denial of promotion, and discharge, all of which, in the case of non-probationary employees, must be for cause;
 - (3) the establishment of probationary periods not to exceed six months for all initial appointments, during which time the appointee may be removed from the position without cause;
 - (4) the establishment of probationary periods not to exceed three months for all promotional appointments, during which time the appointee may be removed from the position promoted to, and returned to his/her prior position, without cause;
 - (5) procedures for reductions in force that give consideration to the affected employees' length of service and past work performance; and
 - (6) other provisions, not inconsistent with this subsection, that may be required by the city council, by ordinance.

- (E) The personnel policies in effect and applicable to the classified service on the effective date of this ordinance shall remain in effect until superseded by civil service rules adopted under this section.

§ 5.-EMPLOYEES' RETIREMENT SYSTEM.

There shall be a retirement system for the employees of the city which shall be known as the employees' retirement system of the City of Austin. After the first six months of employment, all municipal employees except the mayor, members of the council, members of boards and commissions, employees of the fire department, and part-time or temporary employees, shall become members of such system. Such system shall be governed by a board of directors composed of such members and selected in such a manner as may be provided by ordinance of the council, provided that classified employees shall have representation on the board. Such system shall be financed by a retirement fund created by contributions of the members and of the city, and the contributions by the city shall always be equal to or greater than the contributions of the members. The benefits payable to any member upon retirement shall be based upon the amount of contributions made on behalf of such member, and shall be determined on an actuarial basis. Upon separation of any member from the service of the city before retirement, such member shall be entitled to receive only the amount of his or her contributions to the fund and interest thereon.

Establishment of the employees' retirement system shall not preclude the council from, by ordinance, merging such system with, or adopting, any voluntary statewide or national retirement system where the general benefits of such merger or change are at least equal to those under the employees' retirement system. The council shall likewise not be precluded from consolidating, by ordinance, any retirement system maintained by employees of the fire department with the employees' retirement system of the City of Austin under terms agreeable to both systems.

§ 6.-COUNCIL APPOINTEES.

- (A) Notwithstanding any other provision of this Charter:
- (1) each member of the city council may hire assistants and other office staff as may be necessary to carry out the duties and responsibilities of the city council, and as may be authorized by ordinance;
 - (2) each of the salaried city employees that this Charter provides be appointed by the city council shall hire and manage the appointee's own staff as may be authorized by ordinance;
 - (3) the city council may by ordinance provide for the adoption of the personnel policies for the employees subject to this section.

- (B) If an officer or employee who is appointed by the mayor or city council under this charter, other than a judge of a municipal court, announces candidacy, or in fact becomes a candidate, in any general, special, or primary election, for any elective public office, the officer's or employee's announcement or candidacy is an automatic resignation of the office or employment.

ARTICLE X.-PLANNING.

§ 2.-THE PLANNING COMMISSION - ORGANIZATION.

There shall be established a planning commission which shall consist of citizens of the City of Austin who must be registered voters in the city and must have resided within the city for one year next preceding their appointment. The planning commission shall have a number of members equal to the number of members on the council plus two additional members, a minimum of two-thirds of the members who shall be lay members not directly or indirectly connected with real estate and land development. The ~~[city manager, the]~~chairperson of the zoning board of adjustment, the director of public works and the president of the board of trustees of the Austin Independent School District shall serve as ex officio members. ~~[The]~~A number of members of said commission equal to the number of members of the council shall be appointed by the council for a term of up to two years. The other two members of said commission shall be appointed by the mayor for a term of up to two years. The timing of appointments, as well as a process for removing commissioners prior to expiration of a term, shall be established by ordinance. The commission shall elect a chairperson from among its membership and shall meet not less than once each month. Vacancies in an unexpired term shall be filled by the ~~[council]~~appointing entity for the remainder of the term.

§ 3.-DIRECTORS FOR PLANNING, GROWTH MANAGEMENT AND LAND DEVELOPMENT SERVICES.

The city council shall create by ordinance the department or departments necessary to provide technical and administrative support in the areas of planning, growth management and land development, and the director(s) of said department(s) shall be appointed by the ~~[city manager]~~mayor.

§ 4.-THE PLANNING COMMISSION - POWERS AND DUTIES.

The planning commission shall:

- (1) Review and make recommendations to the council regarding the adoption and implementation of a comprehensive plan (as defined by section 5 of this article) or element or portion thereof prepared under authorization of the city council and under the direction of the ~~[city manager]~~mayor and

responsible city planning staff;

- (2) After a comprehensive plan or element or portion thereof has been adopted in conformity with this article:
 - (a) Review and make recommendation to the council on all amendments to the comprehensive plan or element or portion thereof;
 - (b) Review and make recommendations to the council on all proposals to adopt or amend land development regulations for the purpose of establishing the relationship of such proposal to, and its consistency with, the adopted comprehensive plan or element or portion thereof. For purposes of this article and subsection, "land development regulations" includes zoning, subdivision, building and construction, environmental, and other police power regulations controlling, regulating, or affecting the use or development of land;
- (3) Pursuant to ordinances adopted by the council, exercise control over platting and subdividing land within the corporate limits and the extraterritorial jurisdiction of the city to insure the consistency of any such plats or subdivision with the adopted comprehensive plan or element or portion thereof;
- (4) Submit annually to the [~~city manager~~] mayor, not less than 90 days prior to the beginning of the budget year, a list of recommended capital improvements, which in the opinion of the commission are necessary or desirable to implement the adopted comprehensive plan or element or portion thereof during the forthcoming five-year period;
- (5) Monitor and oversee the effectiveness and status of the comprehensive plan and recommend annually to the council any changes in or amendments to the comprehensive plan as may be desired or required;
- (6) Prepare periodic evaluation and appraisal reports on the comprehensive plan, which shall be sent to the council at least once every five years after the adoption of the comprehensive plan or element or portion thereof;
- (7) Require information from the [~~city manager~~] mayor relative to its work;

The commission shall be responsible to and act as an advisory body to the council and shall perform such additional duties and exercise such additional powers as may be prescribed by ordinance of the council not inconsistent with the provisions of this Charter.

§ 5.-THE COMPREHENSIVE PLAN.

The council shall adopt by ordinance a comprehensive plan, which shall constitute the master and general plan. The comprehensive plan shall contain the ~~[council's]~~city's policies for growth, development, and beautification of the land within the corporate limits and the extraterritorial jurisdiction of the city, or for geographic portions thereof including neighborhood, community or areawide plans. The comprehensive plan shall include the following elements: (1) a future land use element; (2) a traffic circulation and mass transit element; (3) a wastewater, solid waste, drainage and potable water element; (4) a conservation and environmental resources element; (5) a recreation and open space element; (6) a housing element; (7) a public services and facilities element, which shall include but not be limited to a capital improvement program; (8) a public buildings and related facilities element; (9) an economic element for commercial and industrial development and redevelopment; and (10) health and human service element.

The council may also adopt by ordinance other elements as are necessary or desirable to establish and implement policies for growth, development and beautification within the city, its extraterritorial jurisdiction, or for geographic portions thereof, including neighborhood, community, or areawide plans. The council shall provide for financing of all elements contained in the comprehensive plan in accordance with law.

The several elements of the comprehensive plan shall be coordinated and be internally consistent. Each element shall include policy recommendations for its implementation and shall be implemented, in part, by the adoption and enforcement of appropriate land development regulations.

The planning commission shall forward the proposed comprehensive plan or element or portion thereof to the ~~[city manager]~~mayor, who shall thereupon submit such plan, or element or portion thereof, to the council with recommendations thereon.

The council may adopt, or adopt with changes or amendments, the proposed comprehensive plan or element or portion thereof, after at least one public hearing. The council shall act on such plan, element or portion thereof, within 60 days following its submission by the ~~[city manager]~~mayor. If such plan or element or portion thereof is not adopted by the council, it shall, with policy direction, return such plan or element thereof the planning commission, which may modify such plan or element or portion thereof, and again forward it to the ~~[city manager]~~mayor for submission in like manner to the council. Furthermore, all amendments to the comprehensive plan or element or portion thereof recommended by the planning commission shall be forwarded to the ~~[city manager]~~mayor and shall be subject to

review and adoption in the same manner as for the original adoption of the comprehensive plan as set forth above.

ARTICLE XI.-FRANCHISES AND PUBLIC UTILITIES.

§ 3.-ORDINANCE GRANTING FRANCHISE.

Every ordinance granting, renewing, extending, or amending a franchise shall be read at three regular meetings of the council, and shall not be finally acted upon until 30 days after the first reading thereof. Within five days following each of the three readings of the ordinance, the full text thereof shall be published one time in some newspaper of general circulation in the city, and the expense of such publication shall be borne by the prospective franchise holder. No such ordinance shall become effective until the expiration of 60 days following the date of ~~[its final adoption by the council]~~ mayoral approval or override of mayoral veto, and every such ordinance shall be subject to the referendum procedure provided by state law.

§ 5.-REGULATION OF FRANCHISE.

Every grant, renewal, extension, or amendment of a franchise granted under this article, whether so provided in the ordinance or not, shall be subject to the right of the council, by ordinance:

- (1) To forfeit any such franchise by ordinance at any time for failure of the holder thereof to comply with the terms of the franchise, such power to be exercised only after notice and hearing.
- (2) To impose reasonable regulations to insure safe, efficient and continuous service to the public.
- (3) To require such expansion and extension of plants and facilities as are necessary to provide adequate service to the public.
- (4) To require every franchise holder to furnish to the city, without cost to the city, full information regarding the location, character, extent and condition of all facilities of such franchise holder in, over and under the streets, alleys, and other public property of the city; and to regulate and control the location, relocation, and removal of such facilities.
- (5) To collect from every franchise holder operating in the city its fair and just proportion of the expense of excavating, grading, paving, repaving, constructing, reconstructing, draining, repairing, maintaining, lighting, sweeping, and sprinkling such portions of the alleys, bridges, culverts, viaducts, and other public places and ways of the city as may be occupied or used in whole or in part by such utilities; or to compel such franchise holder to perform, at its own expense, its just share of such excavating,

grading, paving, repaving, constructing, reconstructing, draining, repairing, maintaining, lighting, sweeping and sprinkling.

- (6) To require every franchise holder to allow other franchise holder to use its tracks, poles, wires, pipes or other facilities, including bridges and viaducts, wherever in the judgment of the council such use shall be in the public interest, provided that in such event the council shall fix a reasonable rental to be paid to the owner of the facility for such use, after notice to the interested parties and a hearing of the facts.
- (7)
 - (a) To prescribe the form of accounts kept by every franchise holder.
 - (b) To examine and audit at any time the accounts and other records of any franchise holder.
 - (c) To require annual and other reports, including reports on the local operations of the utility, which shall be in such form and contain such information as the council shall prescribe.
- (8) To require and collect any compensation and rental not now or hereafter prohibited by the laws of this state.
- (9) To require such franchise holders who request an increase in rates, charges or fares, to reimburse the city for reasonable expenses incurred in employing rate consultants to conduct investigations, present evidence and advise the council on such requested increase.

ARTICLE XII.-GENERAL PROVISIONS.

§ 3.-NOTICE OF CLAIMS

Before the City of Austin shall be liable for damages for the death or personal injuries of any person or for damage to or destruction of property of any kind, which does not constitute a taking or damaging of property under Article I, Section 17, Constitution of Texas, the person injured, if living, or his or her representatives, if dead, or the owner of the property damaged or destroyed, shall give the city council or ~~[city manager]~~ mayor notice in writing of such death, injury, damage or destruction, duly verified by affidavit, within 45 days after same has been sustained, stating specifically in such written notice when, where, and how the death, injury, damage or destruction, occurred, and the apparent extent of any such injury, the amount of damages sustained, the actual residence of the claimant by street and number at the date the claim is presented, the actual residence of such claimant for six months immediately preceding the occurrence of such death, injury, damage or destruction, and the names and addresses of all witnesses upon whom it is relied to establish the claim for damages; and the failure to so notify the council or ~~[city~~

~~manager]~~mayor within the time and manner specified herein shall exonerate, excuse and exempt the city from any liability whatsoever. No act of any officer or employee of the city shall waive compliance, or estop the city from requiring compliance, with the provisions of this section as to notice, but such provisions may be waived by resolution of the council, made and passed before the expiration of the 45-day period herein provided, and evidenced by minutes of the council.

PART 5: If Proposition G is approved by the majority of voters voting at the election, the City Charter is amended to read as follows:

ARTICLE I.-INCORPORATION, FORM OF GOVERNMENT, POWERS.

§ 8.-TRANSITION.

The amendments to Article II, Section 1, Paragraph C and Article II, Section 3, shall take effect immediately, to provide for a council composed of 11 council members elected from single-member districts to be in place following the November 2022 general election.

ARTICLE II.-THE COUNCIL.

§ 1.-COUNCIL MEMBERSHIP.

(A) The council shall be composed of:

- (1) a mayor elected from the city at-large; and
- (2) ~~[40]~~11 council members elected from single- member districts.

(B) The term "council member(s)" includes the mayor unless otherwise provided.

(C) The independent citizens redistricting commission, as prescribed below in Section 3, shall be empowered to divide the city into ~~[40]~~11 geographical council districts for the election of council members. The commission shall designate each council district by a number or by other designation.

§ 3.-REDISTRICTING.

(A) For purposes of this section, the following terms are defined.

- (1) COMMISSION means the Independent Citizens Redistricting Commission.
- (2) CONTROLLING PERSON means an officer, director, manager, principal, or shareholder or member owning at least 10% ownership of a legal entity.
- (3) DAY means a calendar day, except that if the final day of a period within which an act is to be performed is a Saturday, Sunday, or holiday in which the City of Austin's offices are closed, the period

is extended to the next day that is not a Saturday, Sunday, or holiday in which the City of Austin's offices are closed.

- (4) PANEL means the Applicant Review Panel of three qualified, independent auditors that screens applicants for the commission.
 - (5) QUALIFIED INDEPENDENT AUDITOR means an auditor who is currently licensed by the Texas Board of Public Accountancy and has been a practicing independent auditor for at least five years prior to appointment to the Applicant Review Panel.
 - (6) SPOUSE means one's licensed marriage spouse, common law spouse, or recognized domestic partner,
 - (7) SUBSTANTIAL NEGLECT OF DUTY means that an individual has disregarded a manifest duty, prescribed by this section, intentionally, knowingly, or negligently. Missing half or more of the meetings in a three month period constitutes a substantial neglect of duty.
- (B) In 2013 and thereafter in each year following the year in which the national census is taken under the direction of Congress at the beginning of each decade, the commission shall adjust the boundary lines of the ~~[40]~~11 single-member districts in conformance with the standards and process set forth in this article. The commission shall be fully established no later than July 1, 2013, and thereafter no later than March 1 in each year ending in the number (1). The commission shall not draw district lines at any other time, except if the districts must be redrawn because of a judicial decision invalidating the then existing district plan, in whole or in part, or the date of the city election is moved. If the date of the city election is moved, then the dates in this article shall be adjusted to ensure the commission has sufficient time to draw the lines prior to the election date.
- (C) The commission shall:
- (4) conduct an open and transparent process enabling full public consideration of and comment on the drawing of district lines;
 - (5) draw district lines according to the redistricting criteria specified in this section; and
 - (6) conduct themselves with integrity and fairness. This selection process is designed to produce a commission that is independent from influence by the city council and is reasonably representative of this city's diversity.

- (D) The commission shall consist of 14 members.
- (1) Each commission member shall be a voter who has been continuously registered in the City of Austin for five or more years immediately preceding the date of his or her appointment. Each commission member, except the student member described below, shall have voted in at least three of the last five city of Austin general elections immediately preceding his or her application. One commission member shall be a student duly enrolled in a community college or university in the City of Austin and who resides and is registered to vote in the City of Austin.
 - (2) The term of office of each member of the commission expires upon the appointment of the first member of the succeeding commission in the year following the year in which the national census is taken.
 - (3) Nine members of the commission shall constitute a quorum. Nine or more affirmative votes shall be required for any official action, including approval of a final plan establishing the boundaries of any council district.
 - (4) Each commission member shall apply this section in a manner that is impartial and that reinforces public confidence in the integrity of the redistricting process. A commission member shall be ineligible, for a period of 10 years beginning from the date of appointment, to hold elective public office for the City of Austin. A member of the commission shall be ineligible, for a period of three years beginning from the date of appointment, to hold appointive public office for the City of Austin, to serve as paid staff for, or as a paid consultant to, the City of Austin, the city council, or any member of the city council, or to receive a non-competitively bid contract with the City of Austin. This three year ban on having a paid consultancy or entering noncompetitively bid contracts applies to the member individually and all entities for which the member is a controlling person.
- (E) The commission shall establish the boundaries of the council districts for the City of Austin in a plan using the following criteria as set forth in the following order of priority:
- (1) districts shall comply with the United States Constitution. Each council district shall have reasonably equal population with other districts, except where deviation is required to comply with the federal Voting Rights Act or is allowable by law.

- (2) districts shall comply with the federal Voting Rights Act (52 U.S.C. Sec. 10101 and following) and any other requirement of federal or state law.
- (3) districts shall be geographically contiguous.
- (4) the geographic integrity of any local neighborhood or local community of interest shall be respected in a manner that minimizes their division to the extent possible without violating the requirements of any of the preceding subsections. A community of interest is a contiguous population that shares common social and economic interests that should be included within a single district for purposes of its effective and fair representation. Communities of interest shall not include relationships with political parties, incumbents, or political candidates.
- (5) to the extent practicable, district boundaries shall be drawn to encourage geographical compactness such that nearby areas of population are not bypassed for more distant populations.
- (6) to the extent practicable, district boundaries shall be drawn using the boundaries of existing election precincts.
- (7) to the extent practicable, district boundaries shall be drawn using geographically identifiable boundaries.
- (F) The place of residence of any incumbent or potential political candidate shall not be considered in the creation of a plan or any district. Districts shall not be drawn for the purpose of favoring or discriminating against any incumbent, political candidate, or political group.
- (G) By December 1, 2013, and thereafter by November 1 in each year ending in the number one, the commission shall adopt a final plan for the City of Austin specifically describing the district boundaries for each of the council districts prescribed above. Upon adoption, the commission shall certify the plan to the city council. The city council may not change the plan. The plan shall have the force and effect of law.
 - (1) The commission shall issue a report that explains the basis on which the commission made its decisions in achieving compliance with the criteria listed above and shall include definitions of the terms and standards used in drawing the final plan.
 - (2) If the commission does not adopt a final plan by the dates in this section, the city attorney for the City of Austin shall immediately

petition state court for an order prescribing the boundary lines of the single-member districts in accordance with the redistricting criteria and requirements set forth in this section. The plan prescribed by the court shall be used for all subsequent city council elections until a final plan is adopted by the commission to replace it.

- (H) The commission has the sole legal standing to defend any action regarding a certified final map, and shall inform the city council if it determines that funds or other resources provided for the operation of the commission are not adequate. The city council shall provide adequate funding to defend any action regarding a certified map. The commission has sole authority to determine whether the city attorney or other legal counsel retained by the commission at its discretion shall represent the commission in defense of a certified final map.
- (I) Commission Selection Process.
 - (1) No later than December 1, 2012, and thereafter by June 1 in each year ending in the number zero, the City of Austin Auditor shall initiate and widely publicize an application process, open to all registered City of Austin voters who meet the requirements of subdivision 3(D)(1) above, in a manner that promotes a large, diverse (by race, ethnicity, gender, and geography) and qualified commissioner applicant pool. The City Auditor shall take all reasonable and necessary steps to ensure that the pool has the requisite numbers, diversity, and qualifications. This process shall remain open until February 1, 2013 and thereafter until September 30 in each year ending in the number zero.
 - (2) No later than December 1, 2012 and thereafter by June 1 in each year ending in the number zero, the City of Austin Auditor shall initiate and widely publicize an application process, open to all qualified independent auditors that reside in the City of Austin and who meet the requirements of subdivision 3(A)(5) above, in a manner that promotes a large pool of applicants and applicant diversity by race, ethnicity, gender, and geography. This process shall remain open until February 1, 2013 and thereafter until September 1 in each year ending in the number zero.
 - (3) The City of Austin Auditor shall remove from the commissioner or independent auditor applicant pool any person with conflicts of interest including:

- (a) Within the five years immediately preceding the date of application, either the applicant or their spouse, shall have done any of the following:
 - (i) been appointed to, elected to, or have been a candidate for state or city office.
 - (ii) served as an officer, employee, or paid consultant of a political party or of the campaign committee of a candidate for elective state, county or city office.
 - (iii) been a registered state or local lobbyist.
 - (iv) contributed or bundled \$1,000 or more in aggregate to candidates for City of Austin elective office in the last city election.
 - (b) A person who has been, within the three years immediately preceding the date of application: a paid employee of the City of Austin; person performing paid services under a professional or political contract to the City of Austin, to the city council, or to any member of the city council; any controlling person of any such consultant; or a spouse of any of the foregoing.
- (4) No later than February 15, 2013, and no later than October 1 in each year ending in the number zero, the City Auditor shall review the auditor review panel applicants and remove those who do not meet the prescribed qualifications in subdivision 3(A)(5) or have conflicts of interest as defined by subdivision 3(I)(3). No later than February 15, 2013, and no later than October 1 in each year ending in the number zero, the City Auditor shall at a public meeting randomly draw the names of three qualified independent auditors from a pool consisting of all qualified independent auditors, without conflicts of interest, that have applied to serve on the Applicant Review Panel. After the drawing, the City Auditor shall notify the three qualified independent auditors whose names have been drawn that they have been selected to serve on the panel. If any of the three qualified independent auditors declines to serve on the panel or is disqualified because of any conflict of interest prescribed above in subdivision 3(I)(2), the City Auditor shall resume the random drawing at a public meeting as soon as possible until three qualified independent auditors who meet the requirements of this section have agreed to serve on the panel.

- (5) No later than March 1, 2013, and thereafter no later than October 31 in each year ending in the number zero, the City Auditor shall have reviewed and removed individuals with conflicts of interest as defined in subdivision 3(I)(3), or who fail to meet the qualification prescribed in subdivision 3(D)(1), from among the commission applicants, and then shall publicize the names in the applicant pool and provide copies of their applications to the Applicant Review Panel.
- (6) No later than May 1, 2013, and thereafter by January 15 in each year ending in the number one, the Applicant Review Panel shall select a pool of 60 applicants from among the qualified applicants. These persons shall be the most qualified applicants on the basis of relevant analytical skills, ability to be impartial, residency in various parts of the city, and appreciation for the City of Austin's diverse demographics and geography. The members of the Applicant Review Panel shall not communicate directly or indirectly with any elected member of the city council, or their representatives, about any matter related to the nomination process or any applicant prior to the presentation by the panel of the pool of recommended applicants to the city council.
- (7) No later than May 2, 2013, and by January 16 in each year ending in the number one thereafter, the Applicant Review Panel shall submit its pool of 60 recommended applicants to the city council. Each member of the city council within five days in writing may strike up to one applicant from the pool of applicants. No reason need be given for a strike. Any applicant struck by any member of the city council must be removed from the pool of applicants. No later than May 8, 2013, and thereafter by January 22 in each year ending in one, the Applicant Review Panel shall submit the pool of remaining applicants to the City Auditor.
- (8) No later than May 9, 2013 and thereafter by January 23 in each year ending in the number one, the City Auditor shall randomly draw at a public meeting eight names from the remaining pool of applicants. These eight individuals shall serve on the commission.
- (9) No later than June 30, 2013, and thereafter by February 28 in each year ending in the number one, the eight commissioners shall review the remaining names in the pool of applicants and, from the remaining applicants in that pool, shall appoint six applicants to the

commission. These six appointees must be approved by at least five affirmative votes among the eight commissioners. These six appointees shall be chosen to ensure that the commission reflects the diversity of the City of Austin, including, but not limited to, racial, ethnic, and gender diversity. However, it is not intended that formulas or specific ratios be applied for this purpose. Applicants shall also be chosen based on relevant analytical skills and ability to be impartial. As for geographic diversity, for the first redistricting in 2013, the eight commissioners shall appoint the remaining six members to ensure geographic diversity and that at least three commissioners come from each of the four existing Travis County Commissioners precincts, to the extent feasible with the remaining six open seats. As for the redistricting in each year ending in the number one thereafter, the eight commissioners shall ensure that at least one commission member resides in each of the then current council districts, to the extent feasible with the remaining six open seats.

- (10) Once constituted, the commission shall conduct hearings and adopt a plan for the boundaries of the city's council districts as required by the Charter of the City of Austin.
- (J) Citizens Redistricting Commission Vacancy, Removal, Resignation, or Absence.
 - (1) In the event of substantial neglect of duty, gross misconduct in office, or inability to discharge the duties of office, a member of the commission, having been served written notice and provided with an opportunity for a response, may be removed by a vote of 10 of the commissioners.
 - (2) Any vacancy, whether created by removal, resignation, or absence, in the 14 commission positions shall be filled by the commission within 15 days after the vacancy occurs, from the remaining pool of applicants and in compliance with the applicant requirements of subdivision 3(I)(8). Nine members must agree to any appointment.
- (K) The activities of the commission are subject to all of the following:
 - (1) the commission shall comply with all state and city requirements for open meetings.
 - (2) the records of the commission and all data considered by the commission are public records that will be made available in a

manner that ensures immediate and widespread public access.

- (3) commission members and commission staff may not communicate with or receive communications about redistricting matters from anyone outside of a public hearing. This paragraph does not prohibit communication between commission members, commission staff (which shall exclude staff of any council members), legal counsel, and consultants retained by the commission that is otherwise permitted by state and city open meeting requirements.
- (4) the commission shall select one of its members to serve as the chair and one to serve as vice chair. The chair and vice chair shall remain voting members of the commission.
- (5) the commission shall hire commission staff, legal counsel, and consultants as needed; provided, however, that compensation of such persons shall be limited to the period in which the commission is active. The commission shall establish clear criteria for the hiring and removal of these individuals, communication protocols, and a code of conduct. The commission shall apply the conflicts of interest listed in subdivision 3(I)(3) to the hiring of staff, legal counsel, and consultants. The commission shall require that at least one of the legal counsel hired by the commission has demonstrated extensive experience and expertise in implementation and enforcement of the federal Voting Rights Act of 1965 (52 U.S.C. Sec. 10101 and following). The commission shall make hiring, removal, or contracting decisions on staff, legal counsel, and consultants by nine or more affirmative votes.
- (6) notwithstanding any other provision of law, no employer shall discharge, threaten to discharge, intimidate, coerce, or retaliate against any employee by reason of such employee's membership on the commission or attendance or scheduled attendance at any meeting of the commission.
- (7) the commission shall establish and implement an open hearing process for public input and deliberation that shall be subject to public notice and promoted through an extensive outreach program to solicit broad public participation in the redistricting public review process. The hearing process shall begin with hearings to receive public input before the commission votes and approves a preliminary redistricting plan. In 2013, there shall be at least two such public hearings, before the commission votes on a preliminary

plan, in each of the four Travis County Commissioner precincts, and in each year ending in the number one thereafter, there shall be at least one such public hearing, before the commission votes on a preliminary redistricting plan in each of the then existing ~~[40]~~11 council districts. In addition, these hearings shall be supplemented with all other appropriate activities to further increase opportunities for the public to observe and participate in the review process.

Following the commission's vote approving the preliminary plan, there shall be at least four public hearings, geographically dispersed with at least one hearing in each of the four Travis County Commissioners' precincts and each hearing shall be held on a different date. The commission also shall display the approved preliminary plan for written public comment in a manner designed to achieve the widest public access reasonably possible. Written public comment shall be taken for at least 14 days from the date of public display of the approved preliminary plan. The commission then shall vote on a proposed final plan and then it shall hold two subsequent public hearings, one north of Lady Bird Lake and one south of Lady Bird Lake and take at least five days of written public comments. The commission then shall be finished with all hearings and adopt a final plan by no later than December 1, 2013, and thereafter by November 1 in each year ending in the number one.

- (8) members of the commission shall not be compensated for their service. Members of the panel and the commission are eligible for reimbursement of reasonable and necessary personal expenses incurred in connection with the duties performed pursuant to this act.
- (9) the city council shall appropriate sufficient funds to meet the operational cost of the commission and the cost of any outreach program to solicit broad public participation in the redistricting process.
- (10) the commission shall remain inactive except when necessary to comply with its duties under this ordinance and the Charter of the City of Austin.

PART 6. If Proposition H is approved by the majority of voters voting at the election, the City Charter is amended to read as follows:

ARTICLE III.-ELECTIONS.

§ 10.-DEMOCRACY DOLLARS PROGRAM.

- (A) Purpose. The Democracy Dollars Program (“Program”) is vital to ensure all the people of Austin have equal opportunity to participate in political campaigns and be heard by candidates, to strengthen democracy, to fulfill the purposes of single-member districts, to enhance candidate competition, and prevent corruption.
- (B) Definitions. For the purposes of this section, the following terms have the following meanings:
 - (1) City-elected position. The term “city-elected position” means the position of mayor or city council member.
 - (2) Election cycle. The term “election cycle” means the period between (a) the 365th day before the date of the general election and (b) the later of the date of the general election and the date of any run-off election for a city-elected position required by the results of the general election.
 - (3) Holder. The term “holder” means the individual who may assign a Democracy Dollars Voucher.
 - (4) Qualifying contributions. The term “qualifying contribution” means a contribution of at least \$10 from an adult Austin resident (18 years of age or older) who is a natural person and is eligible under federal law to make political contributions.
 - (5) Voucher aggregate limit. The term “voucher aggregate limit” means the cumulative dollar value of Democracy Dollars Vouchers that may be redeemed by a candidate for a general or run-off election.
- (C) Issuance of Democracy Dollars.
 - (1) Amount and Delivery. No later than the first business day of June 2022 and the first business day of March of each subsequent municipal election year, the city clerk shall mail to each person who was on or about that January 1 duly and actively registered to vote in Austin, at his or her address in the voter registration records, one \$25 Democracy Dollars Voucher for each city-elected position that the person may vote for in Austin in the general election that year, for a maximum of two \$25 Democracy Dollars Vouchers. However, the city clerk may deliver Democracy Dollars Vouchers online or in another manner if the city clerk so elects. Thereafter, the city clerk

shall regularly issue one \$25 Democracy Dollars Voucher for each city-elected position that the person may vote for in Austin in the general election that year, to any person becoming a duly registered Austin voter after that January 1st up until at least October 1 of the election year, with regular issuance after October 1 allowable in the city clerk's discretion. Any person who is actively registered to vote in Austin may obtain an equivalent number of Democracy Dollars Vouchers by application to the city clerk, provided that no person shall be entitled to or receive more than one \$25 Democracy Dollars Voucher for each city-elected position that the person may vote for in Austin in the general election that year. Any such eligible adult may request Democracy Dollars Vouchers be mailed or emailed to an address other than that indicated in the voter registration records, or be delivered at the city clerk's office, as soon as the city clerk shall have developed a secure system for such distributions of Democracy Dollars, including distribution online, in person, or to an address not listed in the voter registration records. No person residing outside of Austin, no corporation or other non-human entity, and no person under the age of 18 years, may receive a Democracy Dollars Voucher.

- (2) Form of Democracy Dollars Voucher. Each \$25 Democracy Dollars Voucher shall be issued with:
 - (i) the holder's full name;
 - (ii) a unique voucher identification number;
 - (iii) the election for which the voucher is issued;
 - (iv) the city-elected position for which the voucher is issued;
 - (v) the amount of voucher funds that the voucher represents;
 - (vi) a place to write the date on which the holder assigns the voucher;
 - (vii) a place to write the name of the candidate to whom the holder assigns the voucher;
 - (viii) a statement that informs the holder of all of the following: the holder may not revoke an assignment of the voucher, the holder may not transfer the voucher, the voucher has no monetary value, and the holder may assign the voucher only as provided in this section;

- (ix) a statement that affirms that the holder assigns the voucher voluntarily, free from duress, and not in exchange for consideration;
 - (x) a signature line; and
 - (xi) additional information as the city clerk determines is necessary to administer a voucher.
- (3) Assignment of Democracy Dollars. Democracy Dollars Vouchers are only transferable or assignable as stated herein. A Democracy Dollars Voucher may only be assigned to a candidate for the city-elected position for which it was issued. Any person properly obtaining and holding a Democracy Dollars Voucher may assign it by writing in the name of the assignee candidate, signing the holder's name on and dating the Democracy Dollars Voucher where indicated thereon, and delivering the signed and dated Democracy Dollars Voucher to the candidate, to the city clerk, or to any candidate's representative who shall be registered for this purpose with the city clerk. Delivery may be by mail, in person (by any person the holder requests to deliver the voucher), or electronically via a secure online system. The city clerk shall establish a secure online system for delivery of Democracy Dollars Vouchers (without prejudice to any eligible person's option to receive Democracy Dollars Vouchers in the mail) no later than January 1, 2024, unless the city clerk determines this target date is not practicable; and in any event no later than January 1, 2026.
- (4) Limitations on Assignment. A person may only assign a Democracy Dollars Voucher to a candidate who has chosen to participate in the Program and who has filed a signed statement of participation and pledge with the city clerk as described below. No Democracy Dollars Voucher may be assigned after the day of the run-off election, or to any candidate filing for participation who then fails to qualify, loses, or becomes unqualified for the position sought or for the Program. A candidate or registered candidate representative may seek assignment in person or through representatives or by assisting a voter to access the city clerk secure online system. A valid assignment is irrevocable. A person may assign \$25 Democracy Dollars Vouchers only to candidates for city council in a council district they reside in and to candidates for mayor, if the council or mayoral election is on the ballot, in a given election cycle.

The city council shall adopt legislation prohibiting the assignment or transfer of Democracy Dollar Vouchers for cash or any consideration, as well as the offer to purchase, buy or sell a Democracy Dollars Voucher. No person may give or gift a Democracy Dollars Voucher to another person, except by assigning it to a candidate as provided herein. Democracy Dollars Vouchers have no cash value and are not assets, income or property of the holder. A Democracy Dollars Voucher may not be assigned by proxy, power of attorney or by an agent.

- (5) Assignor Assumes Certain Risks. A Democracy Dollars Voucher expires if the holder is no longer eligible to vote under state law, no longer a resident of Austin, or, in the case of Democracy Dollars Vouchers issued for a city council election, no longer a resident of a city council district whose council member will be elected in the pending city election, if such circumstances take place prior to the receipt of the Democracy Dollars Voucher by the city clerk. The holder of a Democracy Dollars Voucher assumes the risk that the holder may wish to change the assignment, or that the Democracy Dollars Voucher may not be redeemed due to any contingency, including but not limited to unavailability of Program funds; the assignee candidate reaching the voucher aggregate limit; a candidate's death, disqualification, dropping out, or failure to redeem or use the Democracy Dollars Voucher; and a candidate not qualifying or violating the terms of qualification.
 - (6) Repeal. City Code Sections 2-2-11 through 2-2-17 (*Voluntary Limitations on Contributions and Expenditures*) and City Code Sections 2-2-61 through 2-2-65 (Austin Fair Campaign Finance Fund) are repealed.
- (D) Candidates Qualify by Showing Grassroots Support and Other Requirements
- (1) Only Qualified Candidates May Redeem Democracy Dollars Vouchers. Only a candidate who has filed with the city clerk for participation in the Program may receive assignment of a Democracy Dollars Voucher. Only a candidate certified as qualified by the city clerk may redeem a Democracy Dollars Voucher. Only a person eligible for and seeking the office of mayor or city council shall be eligible to file for Program participation.

- (2) **Candidate Requirements for Program.** To seek qualification, the candidate shall file with the city clerk, on or after the 365th day before the date of the general election and within four weeks after appointing a campaign treasurer, a sworn statement attesting to his or her intent to participate, asserting that the candidate shall comply with Program requirements and applicable campaign laws. Such Program requirements are that the candidate:
- (i) shall comply with campaign laws and contribution limits;
 - (ii) shall not knowingly themselves, or through their agents, solicit money for or on behalf of any political action committee, political party, or any organization that will make an independent expenditure for or against any candidate for a city-elected position within the same election cycle (for the purposes of this section, appearing as a featured speaker at a fundraising event for a committee or entity shall constitute soliciting money for such committee or entity);
 - (iii) shall take part in at least three public debates for general and run-off elections each (as defined by the city clerk, which may waive or reduce at its discretion the number of debates, if a qualifying candidate makes all reasonable efforts to participate in debates and similar public events); and
 - (iv) shall not solicit or accept total contributions from any individual or entity in excess of the contribution limits per election specified the Austin City Charter and Code (including any contribution used to qualify for Democracy Dollars Vouchers and the value of Democracy Dollars Vouchers assigned to such candidate).
- (3) **Signatures and Qualifying Contributions.** To qualify for the Program, candidates shall show to the city clerk's satisfaction that they have received at least the following numbers of signatures from qualified voters residing in the territory from which the office is elected and qualifying contributions: for signatures, at least twice the number of signatures required by statute for a place on the ballot for the office sought by the candidate; and for qualifying contributions, at least 150. The city clerk shall maintain a list of qualified candidates and make it readily accessible to the public, including by publishing it on the City's website. The city clerk shall establish rules for campaign disclaimers as to whether candidates

are participating or not in the Program. After every election cycle and after holding public hearings, the city clerk may adjust the signature and qualifying contribution thresholds as circumstances change to ensure that the purposes of the Program are fulfilled.

- (4) **Voucher Aggregate Limits.** Participating candidates shall comply with all campaign laws and not exceed the following voucher aggregate limits for Democracy Dollars Vouchers that the candidate shall have allocated to the general or run-off election: for mayoral candidates, \$300,000 for the general election and \$300,000 for the run-off election; for city council candidates, \$75,000 for the general election and \$75,000 for the run-off election. Prior to the 365th day before the date of each general election, the city clerk shall modify the voucher aggregate limit to increase or decrease in accordance with the most recently published federal government Bureau of Labor Statistics Indicator, Consumer Price Index (CPI-W U.S. City Average) U.S. City Average. The most recently published Consumer Price Index on May 1, 2021, shall be used as a base of 100 and the adjustment thereafter will be to the nearest \$50,000 for candidates for mayor and to the nearest \$12,500 for candidates for city council.
- (5) **Further Limits on Redemption** A qualified candidate may collect Democracy Dollars Vouchers for the run-off election before the general election takes place and allocate same to the run-off election, but may not redeem Democracy Dollars Vouchers for the run-off election unless such candidate advances to the run-off election.
- (6) **Loss of Qualification.** A candidate loses qualification for the Program by publicly announcing withdrawal, abandoning the race, failing to advance to the run-off election, or if the city clerk finds sufficient material violations of election laws or Program requirements such as violation of contribution limits, or fraudulent or attempted fraudulent transfer or assignment of Democracy Dollars Vouchers.
- (7) **Redemption of Democracy Dollars Vouchers.** The city clerk shall redeem Democracy Dollars Vouchers only:
 - (i) if redemption shall not put the candidate over the voucher aggregate limit;

- (ii) if Program funds are available;
- (iii) after verifying the Democracy Dollars Voucher was received from an eligible person; and
- (iv) after verifying the Democracy Dollars Voucher signature. To verify signatures, the city clerk may contract with other governmental agencies.

The city clerk shall redeem Democracy Dollars Vouchers on published regular redemption dates that shall be no less frequent than twice a month. The city clerk shall not redeem any Democracy Dollars Voucher received later than one day after the day of general election from any candidate who does not qualify for the run-off election or received later than one day after the day of run-off election from any candidate in the run-off election.

- (8) Limits on Use of Voucher Proceeds. Candidates shall use Democracy Dollars Voucher proceeds only to pay their own campaign costs or debts, as defined by state and local laws, for the relevant election, and may not use such proceeds after a reasonable period (to be set by the city clerk) following the election to pay campaign debts incurred before the election. Candidates shall not use Democracy Dollars Voucher proceeds:

- (i) for any cash payments or in violation of any law;
- (ii) to pay the candidate or family members within the 3rd degree of consanguinity and affinity for any goods, services, or things of value;
- (iii) to pay any entity in which the candidate, or family members within the third degree of consanguinity and affinity, holds a five percent or greater ownership interest;
- (iv) to pay any amount over fair market value for any goods, services or things of value;
- (v) to pay any penalty or fine;
- (vi) to pay any costs related to contested elections, defense of campaign or ethics violations, inaugurations, or officeholder expenses; or
- (vii) to donate any amount to another candidate, political committee, or non-profit organization.

The city clerk may promulgate regulations defining what constitutes campaign use that is stricter than state law. The candidate and their campaign are liable for their campaign's misuse of Democracy Dollars. Penalties for misuse of Democracy Dollars Vouchers or other violations of the rules of the Program may include any of the following: disqualification from participation in the Program; restitution to the Program of all costs of prosecution, including attorneys' fees; restitution to the Program of all funds received by the candidate from the Program in that election cycle; and restitution to the Program of any amounts misappropriated or the face value of Democracy Dollars Vouchers misused.

- (9) Return of Democracy Dollars Voucher Proceeds. A candidate who has redeemed a Democracy Dollars Voucher, then withdraws, dies, becomes ineligible, loses qualification, or is eliminated in any general or run-off election, or wins a general election, shall within a reasonable period, as defined by the city clerk, pay all reasonable and necessary debts and obligations, account to the city clerk, and restore to city clerk and the Program unspent Democracy Dollars Voucher proceeds, which the city clerk shall define by rule.

(E) Funding and Spending Limits.

- (1) The city clerk shall establish a Program dedicated fund account into which all the Program's proceeds shall be deposited. This account shall be under the city clerk's discretion and full control.
- (2) These funds shall be deposited promptly into the Program dedicated fund account for the exclusive use of funding the Program: all candidate filing fees; all campaign finance, lobbyist reporting, and ethics fines, late fees, and criminal penalties; all donations and grants for the Program allowed by the city clerk; interest or other gains from the dedicated fund; and any other funds appropriated or designated for the Program.
- (3) The Council shall provide the city clerk the funds it needs to effectively administer and publicize the Program.
- (4) At the beginning of each calendar year, the City of Austin shall transfer in general revenue funds at least \$500,000 to the Program fund account for the purpose of funding the redemption of Democracy Dollars Vouchers.

- (5) If there is an excess of funds in the dedicated fund for the Program's current or reasonably foreseeable future use of Democracy Dollars Vouchers, the city clerk, at its discretion, may transfer the excess to the City's general fund.
- (F) Transparency.
- (1) Assigning a Democracy Dollars Voucher is a public act. Recipients of Democracy Dollars Vouchers shall expect the same to be public and made public and shall have no expectation of privacy in registering to obtain, or in assigning, Democracy Dollars Vouchers. All Democracy Dollars Vouchers holders are on notice that the process is public and transparent, except that the city clerk shall not publish mail, email, or other addresses to which Democracy Dollars Vouchers are sent, unless required by law.
 - (2) The city clerk shall make transparent, at its offices and on its website, all assignments and redemptions of Democracy Dollars Vouchers, including recipient name, voucher identification number, date assigned, to whom assigned, and when redeemed. The city clerk shall provide other necessary means to make the Democracy Dollars Voucher process and Program open and transparent so that each Democracy Dollars Voucher recipient and the media and public can track assignments of Democracy Dollars Voucher.
 - (3) If a Democracy Dollars Voucher recipient believes the recipient's Democracy Dollars Voucher was lost, stolen, or fraudulently or improperly assigned or redeemed, the city clerk may require a notarized declaration or affidavit or other process to find the relevant facts and provide relief it deems appropriate, including Democracy Dollars Voucher replacement, cancellation of assignment, or reimbursement of any improperly obtained Program funds.
 - (4) The city clerk shall promulgate rules and regulations regarding its receipt of duplicate Democracy Dollars Voucher and shall ensure that a process exists for any Democracy Dollars Voucher recipient to attempt to show, without any filing fee or charge, the facts of loss, theft, destruction, forgery of, duress in, or other improper acts concerning or in the assignment of the Democracy Dollars Voucher. Such process shall at minimum include procedures to submit information through mails or in person.

- (5) In all cases, no Democracy Dollars Voucher assignment shall be deemed invalid or revocable unless for reason of being a duplicate voucher or forgery, threats, coercion, or physical duress, shown by clear and convincing evidence. The city clerk shall issue regulations providing remedies and consequences for such acts, which may include, for sufficient material violation of Program requirements, campaign laws, or any acts of intentional forgery, threats, duress, or coercion in obtaining assigned Democracy Dollars Voucher, an order requiring a candidate to return to the Program any proceeds of Democracy Dollars Voucher or disqualifying a candidate from the Program.

(G) Administration.

- (1) The city clerk shall implement and administer the Program, Program funds, and provisions in this section, including issuing and promulgating appropriate regulations, forms, rules, information packets, procedures, and enforcement mechanisms. The city clerk shall through rule-making carry out the provisions of this Subchapter VIII, including but not limited to making regulations, defining terms, establishing other rules, or promulgating any other administrative regulations or guidelines not inconsistent with the provisions of this section.
- (2) Prior to distributing Democracy Dollars Vouchers, the city clerk shall inform the public about Democracy Dollars Vouchers and the Program. The city clerk shall publish appropriate guidebooks for candidates and Democracy Dollars Vouchers recipients, and all forms, instructions, brochures and documents necessary and proper for the Program.
- (3) After each election in which Democracy Dollar Vouchers are made available, the city clerk shall review the Program and submit reports to the public and the city council. The city clerk shall project Program revenue, expenditures, and Program funds balances, and shall revise and update such projections regularly, and at all times shall manage Program funds as a fiduciary, ensuring proper accumulation and distribution of funds, during nonelection and election years, to achieve Program purposes and goals. In making such projections and administering this Program, the city clerk shall consider all relevant circumstances, including differing voucher aggregate limits for different offices, differing funding needs in

mayoral and non-mayoral election years, and the need to manage the Program and funds to seek participation by candidates.

- (4) By June 1, 2022, and January 1 of each municipal election year thereafter, the city clerk shall manage and prudently conserve Program funds by considering and projecting Program funds availability and disbursements for that year and by publicizing such projections, which shall include and consider needs of participating candidates, needs for conservation of funds for future years or reserve accumulation, prudent operating and administration cost, and prudent conservation of public resources.
- (5) By June 1, 2022 and January 1 of each municipal election year thereafter, to assure candidates that ample funds will be available for Democracy Dollars Voucher redemptions and to assure the public that Democracy Dollars Voucher redemptions will be prudently managed the city clerk shall set and publish an "Available Program Funds Limit" for that year for Democracy Dollars Voucher redemptions. In setting the Available Program Funds Limit, the city clerk shall work to reasonably project and ensure that adequate Program funds are available for that election year consistent with this section and its goals and purpose.
- (6) During any municipal election year, as soon as the city clerk receives or reasonably believes it shall receive Democracy Dollars Vouchers for redemption in excess of the Available Program Funds Limit for that year, then Program funds shall be deemed unavailable, and the city clerk shall publicly announce the same and set a prompt deadline date for Democracy Dollars Vouchers delivery. After the deadline, the city clerk, considering Democracy Dollars Vouchers received and available Program funds, shall allocate remaining available Program funds proportionately per unredeemed verified Democracy Dollars Vouchers on hand, pro rata among all participating candidates for all offices without discrimination.
- (7) If any special election is called, the city clerk shall set aside Program funds for such election in an amount it deems appropriate. The city clerk may set, implement, or modify standards, procedures, limits, and deadlines similar to those in this section as the city clerk deems proper and necessary for such special election, taking care to not unduly prejudice accumulation of Program funds.

- (H) Severability. If any provision of this section, or the application of that provision to any persons or circumstances, shall be held invalid, then the remainder of this section, to the extent that it can be given effect, and the application of that provision to persons or circumstances other than those to which it was held invalid, shall not be affected thereby, and to this extent the provisions of this section are severable.

PART 7. The elections shall be conducted between the hours of 7:00 a.m. and 7:00 p.m. The location of the main early voting polling place, the dates and hours for early voting, and the early voting clerk's official mailing address are provided in Exhibit A, attached and incorporated as a part of this ordinance.

PART 8. A direct electronic recording voting system, as the term is defined in Title 8 of the Texas Election Code, shall be used for early voting and for voting conducted on election day. The central counting station is established at the Travis County Elections Division, 5501 Airport Boulevard, Austin, Texas.

PART 9. Notice of this election shall be posted and published in accordance with state law. The notice shall be posted, in both English and Spanish, in the office of the City Clerk and at the City Hall notice kiosk not later than the 21st day before election day. Notice of this election shall be published one time, in English and Spanish, not earlier than the 30th day before the date of the election or later than the 10th day before the date of the election, in a newspaper of general circulation in the City of Austin.

PART 10. In accordance with Chapter 271 of the Texas Election Code, the May 1, 2021 special municipal election may be held jointly with the various political subdivisions that share territory with the City of Austin and that are holding elections on that day. The City Clerk may enter and sign joint election agreements with other political subdivisions for this purpose, and their terms as stated in the agreements are hereby adopted.

PASSED AND APPROVED

ss ss ss

APPROVED:

ATTEST:

Jannette S. Goodall
City Clerk

EXHIBIT A

Main Early Voting Locations

EXHIBIT A

Main Early Voting Locations, Early Voting Dates, and Early Voting Clerk Mailing Address May 1, 2021

Main Early Voting Locations:

Travis County: City of Austin Planning and Development Center, 6310
Wilhelmina Dr., Austin TX

Hays County: Government Center Conference Room, 712 S. Stagecoach Trail, San
Marcos, TX

Williamson County: Williamson County Inner Loop Annex, 301 SE Inner Loop,
Suite 104, Georgetown, TX

Early Voting Dates:

Monday, April 19, 2021 – Tuesday, April 27, 2021; times vary

Designated 12-Hour Days of Early Voting:

Travis County – every Early Voting Day except Sunday, April 25, 2021

Hays County – Monday, April 19, 2021 and Monday, April 26, 2021

Williamson County – Monday, April 26, 2021 and Tuesday, April 27, 2021

Early Voting Clerk Mailing Addresses:

Ballots by Mail – Travis County

By Mail voters: P.O. 149325, Austin, Texas 78714-9325

By Contract Carriers/ Fedex: 5501 Airport Blvd., Austin, Texas 78751

Ballots by Mail - Hays County

By Mail Voters: P.O. Box 907, San Marcos, TX 78666

Ballots by Mail – Williamson County

By Mail voters: P.O Box 209, Georgetown, TX 78627

ADJUNTO A

Sitios Principales de la Votación Adelantada, Fechas de la Votación Adelantada, y Dirección Postal de la Secretaria de la Votación Adelantada 1 de Mayo, 2021

Sitios Principales de la Votacion Adelantada:

Condado de Travis: City of Austin Planning and Development Center, 6310 Wilhelmina Dr., Austin, TX

Condado de Hays: Government Center Conference Room, 712 S. Stagecoach Trail, San Marcos, TX

Condado de Williamson: Williamson County Inner Loop Annex, 301 SE Inner Loop, Suite 104, Georgetown, TX

Fechas de la votación Adelantada:

Martes, 19 de abril, 2021 – Viernes, 27 de abril, 2021; las horas varían

Días designados de 12 horas de votación anticipada:

Condado de Travis: todos los días de votación anticipada excepto el domingo 25 de abril de 2021

Condado de Hays: Lunes 19 de abril de 2021 y lunes 26 de abril de 2021

Condado de Williamson: Lunes 26 de abril de 2021 y martes 27 de abril de 2021

Direcciones Postales de la Secretaria de la Votación Adelantada

Para Boletas por Correo-Condado de Travis

Enviadas por correo por los votantes: P.O. 149325, Austin, Texas 78714-9325

Enviadas usando transportista contratado/ Fedex: 5501 Airport Blvd., Austin, Texas 78751

Para Boletas por Correo – Condado de Hays

Enviadas por correo por los votantes: P.O. Box 907, San Marcos, TX 78666

Para Boletas por Correo – Condado de Williamson

Enviadas por correo por los votantes: P.O Box 209, Georgetown, TX 78627

ORDENANZA NO. 20210209-001

ORDENANZA PARA CONVOCAR UNA ELECCIÓN ESPECIAL MUNICIPAL QUE SE EFECTÚE EN LA CIUDAD DE AUSTIN EL 1 DE MAYO 2021, CON EL PROPÓSITO DE SOMETER A LOS VOTANTES ENMIENDAS A LA CARTA PROPUESTAS POR INICIATIVA DE CIUDADANOS Y CERTIFICADA COMO SUFICIENTE EL 26 DE ENERO, 2021, TOCANTE LA FECHA DE LA ELECCIÓN DEL ALCALDE, TOCANTE LA VOTACIÓN CLASIFICADA POR PREFERENCIA, TOCANTE CAMBIAR EL GOBIERNO MUNICIPAL PARA QUE SEA DE ALCALDE-EJECUTIVO Y CONSEJO QUE POSIBILITA EL VETO AL ALCALDE, TOCANTE CREAR UN DISTRITO UNI-MIEMBRO CONCEJAL ADICIONAL, Y TOCANTE CAMBIAR EL PROGRAMA VOLUNTARIO DE FINANCIAMIENTO PÚBLICO DE CAMPAÑAS; PARA DISPONER QUE SE LLEVEN A CABO LAS ELECCIONES GENERALES MUNICIPALES Y ESPECIALES; AUTORIZAR A LA SECRETARIA DE LA CIUDAD PARA QUE TRAMITE CONVENIOS DE LA ELECCIONES CONJUNTAS CON OTRAS SUBDIVISIONES POLÍTICAS LOCALES DE ACUERDO CON LO QUE SEA NECESARIO PARA LA ADMINISTRACIÓN ORDENADA DE LAS ELECCIONES; Y PARA DECLARAR UNA EMERGENCIA.

ORDÉNESE POR EL CONSEJO DE LA CIUDAD DE AUSTIN:

PARTE 1. Se llevará a cabo una elección para enmendar la carta en la Ciudad el 1 de mayo, 2021, en cual la boleta se preparará para permitir votar “Sí” o “No” en las siguientes proposiciones:

Proposición D: ¿Será enmendada la Carta de la Ciudad para llevar a cabo el cambio de elegir al alcalde en los años de elecciones del gobernador a los años de elecciones presidenciales, siempre y cuando que el alcalde electo en 2022 servirá el plazo de 2-años y de allí en adelante las elecciones de alcalde ocurrirán en la misma fecha que las elecciones presidenciales, principiando en el 2024?

Proposición E: ¿Será enmendada la Carta de la Ciudad para proveer el proceso de votación por orden de preferencia (ranked-choice) en las elecciones de la ciudad, si dicha votación es permitida por ley estatal?

Proposición F: ¿Será enmendada la Carta de la Ciudad para cambiar la forma del gobierno municipal de “consejo-gerente” a “alcalde ejecutivo-consejo”, que eliminaría el puesto profesional de gerente de la ciudad y el alcalde electo será

designado como administrador principal y oficial ejecutivo de la ciudad con el poder de vetar legislación que incluya el presupuesto; y con autoridad única de emplear y de despedir a la mayoría de los directores de departamentos, y que dirigirá el personal; y sin autoridad articulada ni declarada de la carta que requiera que el alcalde implemente decisiones del Consejo?

Proposición G: ¿Será enmendada la Carta de la Ciudad para proveer un distrito concejal adicional y que luego habrá 11 concejales electos de distritos uni-miembro?

Proposición H: ¿Será enmendada la Carta de la Ciudad para adoptar un programa público de financiamiento de campañas que requiera que la secretaria de la ciudad provea hasta dos vales de \$25 a cada votante registrado que podrá contribuirlos a candidatos para puestos de la ciudad que cumplan los requisitos del programa?

PARTE 2 – Si la Proposición D se aprueba por la mayoría de los votantes que votan en la elección, la Carta de la Ciudad se enmienda para decir lo siguiente:

ARTICULO III.-ELECCIONES.

§ 2.-FECHA DE ELECCIÓN; PLAZOS DE CONCEJALES; ELECCIÓN POR MAYORÍA Y ELECCIONES SECUNDARIAS.

(E) Este párrafo proporciona la transición de elecciones para el alcalde que se llevan a cabo años pares que no coinciden con la elección presidencial para que se lleven a cabo en años pares que sí coinciden con la elección presidencial. Excepto de acuerdo con lo que se proporciona en este párrafo y después del cambio como se prescribe en este párrafo, el plazo regular del alcalde es de cuatro años.

- (1) El plazo del alcalde electo en la elección general de noviembre 2022 será de dos años.
- (2) Una elección general se llevará a cabo en noviembre 2024 para elegir el alcalde, y entonces se termina el periodo de transición.

PARTE 3. Si la Proposición E se aprueba por la mayoría de los votantes que votan en la elección, la Carta de la Ciudad se enmienda para decir lo siguiente:

ARTICULO III.-ELECCIONES.

§ 9.-VOTACIÓN POR ORDEN DE PREFERENCIA

- (A) Esta sección será ejecutada mientras no haya conflicto con la constitución del estado ni con las leyes estatales.
- (B) Si en cualquiera manera hay conflicto con otras provisiones de esta Carta, esta sección predomina.
- (C) Para propósitos de esta sección, los siguientes términos tienen los significados indicados aquí:
 - (1) Eliminación por Lote. El término “eliminación por lote” significa eliminación simultanea de múltiples candidatos cuya elección es matemáticamente imposible.
 - (2) Boleta que continua. El término “boleta que continua” significa que la boleta no es boleta inactiva.
 - (3) Candidato que continua. El término “candidato que continua” significa un candidato que no ha sido eliminado.
 - (4) Elección que es imposible matemáticamente. El término “elección que es imposible matemáticamente” aplica a candidatos que no pueden ser electos porque el voto total de dichos candidatos un ciclo electoral, mas todos los votos que posiblemente fueran transferidos a dicho candidato en ciclos futuros de candidatos que recibieron menos o un número igual de votos, no serían suficientes para sobrepasar los del candidato con el siguiente número de votos más elevado del ciclo.
 - (5) Boleta inactiva. El término “boleta inactiva” significa una boleta en cual todos los candidatos clasificados en orden de preferencia han sido eliminados, o una boleta que asigna la misma clasificación a dos o más candidatos y todos los candidatos con clasificaciones más elevadas que la clasificación asignada a dos o más candidatos han sido eliminados.
 - (6) Clasificación. El término “clasificación más elevada” se refiere a la

clasificación más elevada, aunque sea esta la clasificación número 1, clasificación número 2, clasificación número 3, clasificación número 4, o clasificación número 5.

- (7) Candidato en último lugar. El término “candidato en último lugar” significa un candidato que continua con menos votos que los demás en un ciclo electoral.
- (8) Clasificación. El término “clasificación” significa el numero asignado en la boleta por el votante a un candidato para expresar la preferencia del votante por ese candidato. Clasificación numero 1 es la más elevada, clasificación numero 2 es la siguiente más elevada, y así en adelante.
- (9) Elección por orden de preferencia. El término “elección por orden de preferencia” significa cualquier elección para un puesto que se elige por preferencia.
- (10) “Puesto electo por preferencia” significa el puesto de alcalde y los puestos de concejales.

(D) Las provisiones de esta sección aplican a elecciones por orden de preferencia. No habrá elección secundaria para puestos que se eligen por preferencia.

(E) Todos los candidatos en una elección clasificada por preferencia se apuntan en la boleta electoral. La boleta permitirá que el votante clasifique a cinco candidatos para cada puesto, incluido cualquier candidato por escrito permitido por la ley, por orden de preferencia, a menos que haya menos de cinco candidatos en la boleta para dicho puesto, en cuyo caso la boleta permitirá que el votante clasifique el número total de candidatos para dicho puesto, incluido cualquier candidato insertado por escrito que la ley permita.

(F) Para toda elección por orden de preferencia, los siguientes procedimientos de tabulación aplican.

- (1) Si un candidato recibe la mayoría de los votos de mayor clasificación, ese candidato será elegido.
- (2) Si ningún candidato recibe la mayoría de los votos de la clasificación

más elevada, la tabulación se realizará en rondas. En cada ronda, se contará el número de votos para cada candidato continuo; cada boleta continua contará como un voto para su candidato continuo mejor clasificado para esa ronda; y las boletas inactivas no se contarán para ningún candidato continuo. La ronda termina con uno de los siguientes resultados:

- (i) Si hay dos candidatos continuos, se elegirá al candidato con más votos.
- (ii) Si hay más de dos candidatos continuos, se eliminará el candidato al último lugar y se iniciará una nueva ronda; sin embargo, siempre que esa eliminación del lote se produzca al mismo tiempo que dicha eliminación del candidato que este en último lugar, a menos que dicha eliminación del lote dé lugar a un único candidato continuo, en cuyo caso no se llevará a cabo la eliminación de lotes.

(3) Un empate entre dos o más candidatos se resolverá de conformidad con la ley electoral.

PARTE 4. Si la Proposición F es aprobada por la mayoría de los votantes que votan en la elección, la Carta de la Ciudad se modifica para que diga lo siguiente:

ARTICULO 1.-INCORPORACIÓN, TIPO DE GOBIERNO, PODERES.

2.-TIPO DE GOBIERNO.

El gobierno municipal previsto en la presente Carta será, y se conocerá como, [~~“gobierno del consejo administrador.”~~] “gobierno del alcalde-concejal”. De conformidad con las disposiciones de, y sujeto únicamente a las limitaciones impuestas por, la constitución del estado, las leyes estatales y esta Carta, todos los poderes de la ciudad serán conferidos y ejercitados por un consejo electo, en lo sucesivo denominado “el consejo”, que será el órgano legislativo de la ciudad [~~promulgar legislación, adoptar presupuestos, determinar políticas~~], y alcalde,

~~[nombrar al gerente de la ciudad]~~que ejecutará las leyes y administra el gobierno de la ciudad.

§ 5.-DESARROLLO DE CALES Y MEJORAS.

La ciudad tendrá el poder de desarrollar y mejorar, o hacer que se desarrolle y mejore, todas y cada una de las calles públicas, aceras, callejones, carreteras y otros caminos públicos dentro de los límites corporativos de la ciudad mediante la colocación, apertura, estrechamiento, ensanchamiento, enderezamiento, ampliación, y establecimiento de líneas de construcción a lo largo de la misma; ya sea comprando, expropiando, y tomando posesión para lo mismo; rellenando, nivelando, elevando, bajando, pavimentando, repavimentando y reparando, de manera permanente, lo mismo; y mediante la construcción, reconstrucción, alteración, reparación y realineación de bordillos, canalones, drenajes, aceras, alcantarillas y otros accesorios e incidentales en relación con dicho desarrollo y mejoras. La ciudad puede hacer o hacer que se realice uno o más de los tipos o clases de desarrollo y mejora autorizadas en el presente documento, o cualquier combinación o partes de estos. El coste de dicho desarrollo y mejora será pagado por la ciudad, o en parte por la ciudad y en parte por los asesoramientos que se cobran contra la propiedad que colinda con los mismos y los propietarios de estos, y dichos asesoramientos podrán ser percibidas en cualquier cantidad y bajo cualquier procedimiento ahora o en lo sucesivo permitido por la ley estatal.

Si se ordenan mejoras en cualquier parte del área entre y debajo de los carriles, vías, vías dobles, desvíos e interruptores, y dos pies a cada lado de los mismos, de cualquier ferrocarril que utilice, ocupe o cruce dicha carretera, porción o porciones de la misma, cuas mejoras se hayan ordenado, entonces el consejo de la ciudad tendrá autoridad por ordenanza, para evaluar todo el costo de las mejoras en dicha área contra dicho ferrocarril, y tendrá poder, por ordenanza, para imponer un impuesto especial sobre dicho ferrocarril, y sus impuestos sobre las vías/superficie de las carreteras, los medios, los ferrocarriles, los accesorios, los derechos y las franquicias, cuyo impuesto constituirá un gravamen superior a cualquier otro gravamen o reclamación, excepto los impuestos estatales, del condado y de la ciudad Ad Valorem, y que podrán ser aplicados ya sea por la venta de dichos bienes en la forma prevista por la ley para la recaudación de impuestos Ad Valorem por la ciudad o por demanda en cualquier corte con jurisdicción. La ordenanza que gravará dicho impuesto prescribirá el tiempo, los términos y condiciones del pago de estos, y la tasa de interés, que no exceda del ocho por ciento anual, y lo mismo, si no se paga cuando vence, será cobrable, junto con los intereses, a los gastos de cobro y los honorarios razonables del abogado, si se incurren. El consejo de la ciudad tendrá

autoridad por ordenanza, para que se expiden certificados asignables como prueba de tales evaluaciones.

Como método alternativo y acumulativo de desarrollar, mejorar y pavimentar todas y cada una de las calles públicas, aceras, callejones, carreteras y otros caminos públicos dentro de los límites corporativos, la ciudad tendrá el poder y la autoridad para proceder de conformidad con el Capítulo 106, página 489, Actos 1927, Cuarentava Legislatura, Primera Sesión Convocada, como ahora o en adelante enmendada, para adoptar planes y especificaciones de conformidad con el mismo; pagar al contratista, al adjudicatario, en efectivo, esa parte del costo que puede ser evaluado contra la propiedad colindante y sus propietarios; la audiencia y notificación prescrita en los estatutos antes mencionados, en una cantidad permitida por dichos estatutos y no superior a la mejora en el valor de dichos bienes ocasionados por las mejoras; dichos certificados serán exigibles en la forma prescrita por los estatutos antes mencionados. La ciudad también tendrá la facultad de realizar cualquier desarrollo, mejora o pavimentación con su propia mano de obra si, en opinión del [Consejo] alcalde la obra se puede realizar de manera más expeditiva o económica, y en tal caso la ciudad tendrá la facultad de reembolsarse por el costo de dicha mejora en la misma cantidad y de la misma manera que si el trabajo hubiera sido realizado por un contratista de licitación exitoso.

§7.-ANEXCIÓN DE FINES LIMITADOS.

Además de la facultad de anexionar territorio adicional para todo propósito, la ciudad tendrá la facultad, por ordenanza, de fijar, alterar y ampliar los límites corporativos de la ciudad para los fines limitados de planificación, zonificación, salud y seguridad y de anexar para tales fines limitados territorio adicional adyacente a la ciudad, con o sin el consentimiento de los propietarios o habitantes de dicho territorio anexo; sin embargo, siempre que ningún territorio que esté a más de cinco millas de los límites corporativos que rodean el territorio que forma parte de la ciudad a todos los efectos, ya que dichos límites corporativos están ahora o pueden establecerse en lo sucesivo se adjuntarán para cualquier propósito o propósito limitado. Siempre que los límites anexos para tales fines limitados no sean coterminarios con los límites corporativos que rodean el territorio que podría ser parte de la ciudad para todos los efectos, dichos límites del territorio de propósito limitado se denominarán "demarcación de Límites de Propósito Limitado". Toda ordenanza que ordene la anexión de territorio de propósito limitado indicará claramente la finalidad o los fines limitados para los que se va a anexar, y se publicará una vez, en un periódico de circulación general en la ciudad mostrando el

formulario que se presentara para la aprobación final, no menos de 30 días antes de su aprobación final.

Cuando se haya anexado cualquier territorio adicional para dicho propósito o propósito limitado, será parte de la ciudad para tales fines o fines limitados solamente. Sin embargo, al tratar con los bienes y sus habitantes, la ciudad tendrá todo el poder que posea de otro modo y que sea razonable y conveniente para la consecución de la finalidad o propósitos limitados para los que se anexan dichos bienes, y el poder de la ciudad para tratar con los bienes y habitantes de dicho territorio de propósito limitado incluirá las facultades enumeradas en las dos siguientes sentencias siguientes, pero no será limitada ni restringida a las mismas. Con respecto al territorio anexo con fines limitados de planificación o zonificación, la ciudad tendrá la facultad de controlar y regular el uso de la propiedad y la densidad de las estructuras, exigir el cumplimiento de las normas de zonificación razonables, controlar y regular la subdivisión de bienes y controlar y regular la construcción de edificios. Con respecto al territorio anexo para fines limitados o de salud o seguridad, la ciudad tendrá la facultad de adoptar todas las regulaciones razonables relativas a la salud y la seguridad y exigir el cumplimiento de dichas regulaciones. Cada habitante del territorio anexo con fines o fines limitados, que esté calificado de otro modo, tendrá derecho a votar en las elecciones municipales en cada tema donde la cuestión sea la elección o revocación del alcalde o de algún miembro del consejo de la ciudad, o para modificar esta Carta, y cada habitante se considerará ciudadano de la ciudad en relación con cualquier ordenanza, reglamento o acción que sea, o se alega que sea aplicable a él o a ella o a su propiedad debido a dicha anexión de propósito limitado, y no será elegible para ser candidato para ningún puesto de la Ciudad de Austin. La ciudad no tendrá facultad para recaudar ningún impuesto a efectos municipales sobre los bienes o los habitantes del territorio anexos para fines o fines limitados, y no se gastarán fondos de la ciudad en dicho territorio, excepto cuando sea razonable y conveniente para el logro de la finalidad o propósitos limitados para los que se anexe el territorio; pero la ciudad puede cobrar puestos razonables de los propietarios y habitantes de dicho territorio por los servicios prestados por la ciudad en la realización de la finalidad limitada o propósitos para los cuales el territorio está anexado.

§ 8.-TRANSICION.

(A)Esta sección prevé una transición del "gobierno del consejo-gerente" al "gobierno del alcalde-consejo".

(B)Las modificaciones de la carta relacionadas con la transición entrarán

en vigor al comienzo del plazo del alcalde elegido en las elecciones generales de noviembre de 2022.

ARTICULO II.-EL CONSEJO.

§ 1.-MIEMBROS DEL CONSEJO.

(A) El consejo será compuesto de:

~~[(1)] [un alcalde electo de la ciudad en general; y]~~

~~[(2)] 10 concejales electos de distritos uni-miembro.~~

~~[(B)] [El término "miembro(s) del consejo" incluye el alcalde a no ser que es provisto de alguna otra manera.]~~

~~[(C)]~~ [B] La Comisión Ciudadana Independiente de Redistribución, como se prescribe abajo en la sección 3, será autorizada para dividir a la ciudad en 10 distritos geográficos concejales para la elección de miembros del consejo. La Comisión designará a cada distrito concejal con un numero o con alguna otra designación.

§ 2.-ELEGIBILIDAD DE MIEMBROS DEL CONSEJO.

~~[(A)] [Un candidato para alcalde debe cumplir con todos los requisitos de elegibilidad de la ley estatal y debe haber residido continuamente en el estado durante 12 meses y en la ciudad durante seis meses inmediatamente anterior a la fecha límite de presentación regular para la solicitud de un candidato a la alcaldía para un lugar en la boleta. Si el alcalde deja de residir en la ciudad, el alcalde dimite automáticamente.]~~

~~[(B)]~~ Un candidato para el consejo de la ciudad de un distrito concejal debe cumplir con todos los requisitos de elegibilidad de la ley estatal y debe haber residido continuamente en el estado durante 12 meses y en el distrito concejal del cual el miembro desea ser electo durante seis meses inmediatamente antes de la fecha límite de presentación regular para la solicitud de un candidato del consejo para ser apuntado en la boleta. Si un miembro del consejo electo de cierto distrito concejal deja de residir en el distrito dentro de los límites del distrito que existían cuando el concejal fue electo, el concejal renuncia automáticamente.

§ 3.-REDISTRITACION.

(A) Para los propósitos de esta sección, se definen los siguientes términos.

(1) COMISIÓN significa la Comisión Ciudadana Independiente de Redistribución.

(2) PERSONA CONTROLANDO significa un oficial, director, gerente, principal o accionista o miembro que posee al menos el 10% de la propiedad de una entidad jurídica.

(3) DÍA significa un día calendario, excepto que, si el último día de un período dentro del cual se va a realizar un acto es un sábado, domingo o día festivo en el que las oficinas de la ciudad de Austin están cerradas, el período se extiende hasta el día siguiente que no es un sábado, domingo o día festivo en el que las oficinas de la ciudad de Austin están cerradas.

(4) PANEL significa el Panel de Revisión del Solicitante de tres auditores calificados e independientes que examina a los solicitantes de la comisión.

(5) AUDITOR INDEPENDIENTE CALIFICADO significa un auditor que actualmente tiene licencia de la Junta de Contabilidad Pública de Texas y ha sido auditor independiente en ejercicio durante al menos cinco años antes de la designación al Panel de Revisión del Solicitante.

(6) CÓNYUGE significa cónyuge de matrimonio con licencia, cónyuge de derecho común/unión libre o pareja doméstica reconocida,

(7) NEGLIGENCIA SUSTANCIAL DEL DEBER significa que una persona ha hecho caso omiso de un deber manifiesto, prescrito por esta sección, intencionalmente, a sabiendas o negligentemente. Estar

ausente de la mitad o más de las reuniones en un período de tres meses constituye un descuido sustancial del deber.

(B) En 2013 y a partir de entonces en cada año siguiente al año en que se realiza el censo nacional bajo la dirección del Congreso a principios de cada década, la comisión ajustará las líneas límite de los 10 distritos uni-miembro de acuerdo con las normas y el proceso establecidos en este artículo. La comisión se establecerá en su totalidad a más tardar el 1 de julio de 2013, y a partir de entonces a más tardar el 1 de marzo de cada año que termine en el número (1). La comisión no trazará las líneas del distrito en ningún otro momento, excepto si los límites de distritos deben ser trazados nuevamente debido a una decisión judicial que invalide el plan de distrito existente en ese momento, en su totalidad o en parte, o la fecha de la elección de la ciudad se cambia. Si se cambia la fecha de la elección de la ciudad, entonces las fechas en este artículo se ajustarán para asegurar que la comisión tenga tiempo suficiente para trazar las líneas antes de la fecha de la elección.

(C) La Comisión hará lo siguiente:

- (1) llevar a cabo un proceso abierto y transparente que permita la plena consideración pública y comentarios sobre trazar las líneas distritales;
- (2) trazar líneas distritales de acuerdo con los criterios de redistribución especificados en esta sección; y
- (3) comportarse con integridad y justicia. Este proceso de selección está diseñado para producir una comisión que es independiente de la influencia del consejo de la ciudad y es razonablemente representativa de la diversidad de esta ciudad.

(D) La comisión será compuesta de 14 miembros.

- (1) Cada miembro de la comisión será un votante que haya estado registrado continuamente en la ciudad de Austin durante cinco o más años

inmediatamente anterior a la fecha de su nombramiento. Cada miembro de la comisión, excepto el miembro estudiante descrito a continuación, habrá votado en al menos tres de las últimas cinco elecciones generales de la ciudad de Austin inmediatamente anteriores a su solicitud. Un miembro de la comisión será un estudiante debidamente inscrito en un colegio comunitario o universidad en la ciudad de Austin y que reside y está registrado para votar en la ciudad de Austin.

(2) El mandato de cada miembro de la comisión expira tras el nombramiento del primer miembro de la comisión subsiguiente en el año siguiente al año en que se realiza el censo nacional.

(3) Nueve miembros de la comisión constituirán quórum. Se requerirán nueve o más votos afirmativos para cualquier acción oficial, incluyendo la aprobación de un plan final que establezca los límites de cualquier distrito del consejo.

(4) Cada miembro de la comisión aplicará esta sección de manera imparcial y que refuerce la confianza del público en la integridad del proceso de redistribución. Un miembro de la comisión no será elegible, por un período de 10 años a partir de la fecha de nombramiento, para ocupar puestos públicos electivos para la ciudad de Austin. Ningún miembro de la comisión será elegible, por un período de tres años a partir de la fecha de nombramiento, para ocupar puestos públicos designados para la ciudad de Austin, para servir como personal pagado de, o como consultor pagado de, la ciudad de Austin, el consejo de la ciudad, [e] cualquier miembro del consejo de la ciudad o del alcalde, o para recibir un contrato de licitación no competitiva con la ciudad de Austin. Esta prohibición de tres años de tener una consultoría pagada o de celebrar contratos de licitación no competitivos se aplica al miembro individualmente y a todas las entidades para las que el miembro es una persona controladora.

(E) La comisión establecerá los límites de los distritos del consejo para la ciudad de Austin en un plan utilizando los siguientes criterios según lo establecido en el siguiente orden de prioridad:

(1) los distritos deberán cumplir con la Constitución de los Estados

Unidos. Cada distrito concejal tendrá una población razonablemente igual a otros distritos, excepto cuando se requiera una desviación para cumplir con la Ley Federal de Derecho al Voto o sea permisible por ley.

(2) los distritos deberán cumplir con la Ley Federal de Derecho al Voto (52 U.S.C Secc. 10101 y siguientes) y cualquier otro requisito de la ley federal o estatal.

(3) distritos serán geográficamente contiguos.

(4) la integridad geográfica de cualquier vecindario o comunidad locales de interés se respetará de una manera que minimice su división en la medida de lo posible sin violar los requisitos de ninguna de las subsecciones anteriores. Una comunidad de interés es una población contigua que comparte intereses sociales y económicos comunes que deben incluirse dentro de un único distrito para los fines de su representación efectiva y justa. Las comunidades de interés no incluirán relaciones con partidos políticos, titulares o candidatos políticos.

(5) en la medida de lo posible, se trazarán los límites de los distritos para fomentar la compactación geográfica de modo que no se excluyan las zonas de población cercanas para incluir las poblaciones más distantes.

(6) en la medida de lo posible, los límites de los distritos se trazarán utilizando los límites de los distritos electorales existentes.

(7) en la medida de lo posible, los límites de los distritos se trazarán utilizando límites geográficamente identificables.

(F)El lugar de residencia de cualquier candidato político potencial o funcionario en el puesto no se considerará en la creación de un plan o cualquier distrito. Los distritos no se elaborarán con el propósito de favorecer o discriminar a ninguna persona actualmente en el puesto, ningún candidato o grupo políticos.

(G)A más del 1 de diciembre de 2013, y a partir de entonces, a más del 1 de noviembre de cada año que termine en el número uno, la comisión adoptará un plan final para la ciudad de Austin que describa específicamente los límites del distrito para cada uno de los distritos concejales prescritos anteriormente. Tras la adopción, la comisión certificará el plan al consejo de la ciudad. El consejo de la ciudad no puede cambiar el plan. El plan tendrá la fuerza y el efecto de la ley.

(1)La comisión emitirá un informe que explique la base sobre la que la comisión tomó sus decisiones para alcanzar el cumplimiento de los criterios enumerados anteriormente e incluirá definiciones de los términos y normas utilizados para preparar el plan final.

(2)Si la comisión no adopta un plan final para las fechas indicadas en esta sección, el procurador/abogado de la ciudad de Austin solicitará inmediatamente a una corte estatal una orden que prescriba las líneas de límite de los distritos uni-miembro de acuerdo con los criterios y requisitos de redistribución establecidos en esta sección. El plan prescrito por el tribunal se utilizará para todas las elecciones posteriores del consejo de la ciudad hasta que la comisión adopte un plan final para reemplazarlo.

(H)La comisión tiene la única capacidad legal para defender cualquier acción relativa a un mapa final certificado, e informará al consejo de la ciudad si determina que los fondos u otros recursos previstos para el funcionamiento de la comisión no son adecuados. El consejo de la ciudad proporcionará una financiación adecuada para defender cualquier acción relativa a un mapa certificado. La comisión tiene autoridad exclusiva para determinar si el procurador/abogado de la ciudad u otro abogado retenido por la comisión a su discreción representará la comisión en defensa de un mapa final certificado.

(I)Proceso de Selección de la Comisión.

(1)A más tardar el 1 de diciembre de 2012, y a partir de entonces, a más tardar el 1 de junio de cada año, que termine en el número cero, el Auditor de la Ciudad de Austin iniciará y divulgará ampliamente un proceso de solicitud, abierto a todos los votantes registrados de la Ciudad

de Austin que cumplan con los requisitos de la subdivisión 3(D)(1) anterior, de una manera que promueva una gran variedad (por raza, etnia, género y geografía) y grupo de solicitantes calificados para el puesto de comisionado. El Auditor de la Ciudad tomará todas las medidas razonables y necesarias para asegurar que la agrupación tenga los números requeridos, la diversidad y las calificaciones. Este proceso permanecerá abierto hasta el 1 de febrero de 2013 y posteriormente hasta el 30 de septiembre de cada año que finalice en el número cero.

(2) A más tardar el 1 de diciembre de 2012 y a partir de entonces a más tardar el 1 de junio de cada año que termine en el número cero, el Auditor de la Ciudad de Austin iniciará y divulgará ampliamente un proceso de solicitud, abierto a todos los auditores independientes calificados que residan en la ciudad de Austin y que cumplan con los requisitos de la subdivisión 3(A)(5) anterior, de una manera que promueva un gran grupo de solicitantes y diversidad por raza, etnia, género y geografía. Este proceso permanecerá abierto hasta el 1 de febrero de 2013 y posteriormente hasta el 1 de septiembre de cada año que finalice en el número cero.

(3) El Auditor de la Ciudad de Austin eliminará de la agrupación de solicitantes a comisionado o de la de auditor independiente a cualquier persona con conflictos de intereses, incluyendo:

(a) Dentro de los cinco años inmediatamente anteriores a la fecha de solicitud, el solicitante o su cónyuge, deberán haber realizado cualquiera de los siguientes:

- (i) ha sido designado, elegido para, o han sido candidatos a puestos estatales o municipales.
- (ii) ha sido oficial, empleado o consultor pagado de un partido político o del comité de campaña de un candidato para la oficina electiva del estado, condado o ciudad.

- (iii) ha estado registrado como cabildero estatal o local.
- (iv) hizo contribuciones o agrupación de contribuciones de \$1,000 o más en conjunto a los candidatos para puesto electo de la Ciudad de Austin en las últimas elecciones municipales.

(b) Una persona que ha sido, dentro de los tres años inmediatamente anteriores a la fecha de la solicitud: un empleado pagado de la ciudad de Austin; persona que realiza servicios pagados bajo un contrato profesional o político a la ciudad de Austin, al consejo de la ciudad [ø] para cualquier miembro del consejo de la ciudad, o para el alcalde; para cualquier persona que controla cualquier consultor; o el/la conyugue de cualquiera de los anteriores.

(4) A más tardar el 15 de febrero de 2013, y a más tardar el 1 de octubre de cada año que termine en el número cero, el Auditor de la Ciudad revisará a los solicitantes del Panel de Revisión del auditor y eliminará a aquellos que no cumplan con los requisitos prescritos en la subdivisión 3(A)(5) o tengan conflictos de intereses definidos por la subdivisión 3(I)(3). A más tardar el 15 de febrero de 2013, y a más tardar el 1 de octubre de cada año que termine en el número cero, el Auditor de la Ciudad extraerá en una reunión pública al azar los nombres de tres auditores independientes calificados de una agrupación que incluya todos los auditores independientes calificados, sin conflictos de intereses, que hayan solicitado servir en el Panel de Revisión de Solicitantes. Después del sorteo, el Auditor de la Ciudad notificará a los tres auditores independientes calificados cuyos nombres hayan sido dibujados que han sido seleccionados para servir en el panel. Si alguno de los tres auditores independientes calificados se niega a servir en el panel o es descalificado debido a cualquier conflicto de intereses prescrito anteriormente en la subdivisión 3(I)(2), el Auditor de la Ciudad reanudará el sorteo al azar en una reunión pública tan pronto como sea posible hasta que tres auditores independientes calificados que cumplan con los requisitos de esta sección hayan acordado servir en el panel.

(5) A más tardar el 1 de marzo, 2013, y a partir de entonces a más tardar

el 31 de octubre de cada año que termine en el número cero, el Auditor de la Ciudad habrá revisado y eliminado a las personas con conflictos de intereses tal como se definen en la subdivisión 3(I)(3), o que no cumplan con la calificación prescrita en la subdivisión 3(D)(1), entre los solicitantes de comisiones, y luego divulgará los nombres en la agrupación de solicitantes y las copias de sus solicitudes al Panel de Revisión de Solicitantes.

(6) A más tardar el 1 de mayo de 2013, y a partir de entonces, a más tardar el 15 de enero de cada año, que termine en el número uno, el Panel de Revisión de Solicitantes seleccionará un grupo de 60 solicitantes entre los solicitantes calificados. Estas personas serán los solicitantes más calificados sobre la base de las habilidades analíticas pertinentes, la capacidad de ser imparciales, la residencia en varias partes de la ciudad, y el aprecio por la diversa demografía y geografía de la ciudad de Austin. Los miembros del Panel de Revisión de Solicitantes no se comunicarán directa o indirectamente con ningún miembro electo del consejo, o sus representantes, sobre cualquier asunto relacionado con el proceso de nominación o tocante cualquier solicitante antes de la presentación por el panel sobre la agrupación de solicitantes recomendados al consejo.

(7) A más tardar el 2 de mayo de 2013, y a más tardar el 16 de enero de cada año que termine en el número uno a partir de entonces, el Panel de Revisión de Solicitantes presentará su grupo de 60 solicitantes recomendados al consejo de la ciudad. Cada miembro del consejo de la ciudad en un plazo de cinco días por escrito puede eliminar hasta un solicitante de la agrupación de solicitantes. No hay necesidad de dar razón por la eliminación del solicitante. Solicitantes eliminados por cualquier miembro del consejo de la ciudad deben ser removidos del grupo de solicitantes. A más tardar el 8 de mayo de 2013, y a partir de entonces, antes del 22 de enero de cada año, el Panel de Revisión de Solicitantes presentará el grupo de solicitantes restantes al Auditor de la Ciudad.

(8) A más tardar el 9 de mayo de 2013 y a partir de entonces, antes del 23 de enero de cada año que termine en el número uno, el Auditor de la Ciudad extraerá al azar en una reunión pública ocho nombres del grupo restante de solicitantes. Estas ocho personas servirán en la comisión.

(9) A más tardar el 30 de junio de 2013, y a partir de entonces, a más tardar el 28 de febrero de cada año, que termine en el número uno, los ocho comisionados revisarán los nombres restantes en el grupo de solicitantes y, de los restantes solicitantes en ese grupo, nombrarán a seis solicitantes para la comisión. Estos seis designados deben ser aprobados por al menos cinco votos afirmativos entre los ocho comisionados. Estos seis designados serán elegidos para asegurar que la comisión refleje la diversidad de la ciudad de Austin, incluyendo, pero no limitado a, la diversidad racial, étnica y de género. Sin embargo, no se pretende que se apliquen fórmulas o proporciones específicas a tal efecto. Los solicitantes también serán elegidos en función de las habilidades analíticas pertinentes y de la capacidad de ser imparciales. En cuanto a la diversidad geográfica, para la primera redistribución en 2013, los ocho comisionados nombrarán a los seis miembros restantes para asegurar la diversidad geográfica y que al menos tres comisionados sean de cada uno de los cuatro distritos de Comisionados del Condado de Travis existentes, en la medida de lo posible para los seis puestos restantes. En cuanto a la redistribución en cada año que termina en el número uno a partir de entonces, los ocho comisionados se asegurarán de que al menos un miembro de la comisión resida en cada uno de los distritos actuales del consejo, en la medida de lo posible para los seis puestos restantes.

(10) Una vez constituida, la comisión llevará a cabo audiencias y adoptará un plan para los límites de los distritos del consejo de la ciudad según lo requiera la Carta de la Ciudad de Austin.

(J) Comisión Ciudadana Independiente de Redistribución, Vacantes, Renuncias, o Ausencia.

(1) En caso de negligencia sustancial del deber, mala conducta grave en el puesto, o incapacidad para cumplir con los deberes de puesto, un miembro de la comisión, habiendo sido notificado por escrito y provisto de una oportunidad para una respuesta, puede ser eliminado por una votación de 10 de los comisionados.

(2) Cualquier vacante, ya sea creada por expulsión, renuncia o ausencia, en los 14 puestos de comisión será cubierta por la comisión dentro de los

15 días posteriores a la vacante, del grupo restante de solicitantes y de conformidad con los requisitos de los solicitantes de la subdivisión 3(I)(8). Nueve miembros deben estar de acuerdo con el nombramiento.

(K) Las actividades de la Comisión son sujetas a todo lo siguiente:

(1) la comisión cumplirá con todos los requisitos estatales y municipales para las reuniones abiertas.

(2) los registros de la comisión y todos los datos considerados por la comisión son registros públicos que se pondrán a disposición de manera que garanticen un acceso público inmediato y generalizado.

(3) los miembros de la comisión y el personal de la comisión no pueden comunicarse ni recibir comunicaciones sobre asuntos de redistribución de nadie fuera de una audiencia pública. Este párrafo no prohíbe la comunicación entre los miembros de la comisión, el personal de la comisión (que excluirá al personal de cualquier miembro del consejo o del alcalde), asesoría legal, y consultores retenidos por la comisión que de otro modo permite los requisitos de cumplimiento de reuniones abiertas, ya sea del estado o de la ciudad.

(4) la comisión seleccionará a uno de sus miembros para que actúe como presidente y uno para que actúe como vicepresidente. El presidente y el vicepresidente retienen el derecho de votar igual que otros miembros de la comisión.

(5) la comisión contrata al personal de la Comisión, a los abogados y a los consultores, según sea necesario; siempre que, no obstante, la indemnización de dichas personas se limite al período en que la comisión esté activa. La comisión establecerá criterios claros para la contratación y eliminación de estas personas, protocolos de comunicación y un código de conducta. La comisión aplicará los conflictos de intereses enumerados en la subdivisión 3(I)(3) a la contratación de personal, asesoría jurídica y consultores. La comisión exigirá que al menos uno de los asesores jurídicos contratados por la comisión haya demostrado una amplia experiencia y experiencia en la implementación y aplicación de la Ley Federal de Derecho al Voto de 1965 (52 U.S.C sección 10101 y

siguientes). La comisión tomará decisiones de contratación, remoción o contratación sobre personal, asesoría legal y consultores por nueve o más votos afirmativos.

(6) sin perjuicio de cualquier otra disposición de la ley, ningún empleador despedirá, amenazará con dar de alta, intimidar, coaccionar o tomar represalias contra cualquier empleado debido a la membresía de dicho empleado en la comisión o asistencia o asistencia programada a cualquier reunión de la comisión.

(7) la comisión establecerá e implementará un proceso de audiencia abierto para la contribución y deliberación pública que estará sujeta a notificación pública y promovida a través de un amplio programa de divulgación para solicitar una amplia participación pública en el proceso de revisión pública de la redistribución. El proceso de audiencia comenzará con audiencias para recibir aportes públicos antes de que la comisión vote y apruebe un plan preliminar de redistribución. En 2013, habrá al menos dos audiencias públicas de este tipo, antes de que la comisión vote un plan preliminar, en cada uno de los cuatro distritos del Comisionado del Condado de Travis, y en cada año terminando en el número uno a partir de entonces, habrá al menos una audiencia pública de este tipo, antes de que la comisión vote un plan preliminar de redistribución en cada uno de los 10 distritos del consejo existentes en ese entonces. Además, estas audiencias se complementarán con todas las demás actividades apropiadas para aumentar aún más las oportunidades para que el público observe y participe en el proceso de revisión.

Después de la votación de la comisión por la que se aprueba el plan preliminar, habrá al menos cuatro audiencias públicas, geográficamente dispersas con al menos una audiencia en cada uno de los cuatro distritos de los comisionados del condado de Travis y cada audiencia se llevará a cabo en una fecha diferente. La comisión también mostrará el plan preliminar aprobado para comentarios públicos escritos de una manera diseñada para lograr el acceso público más amplio razonablemente posible. Comentarios escritos por el público se aceptarán durante al menos 14 días a partir de la fecha de exhibición pública del plan preliminar

aprobado. La comisión votará entonces un plan final propuesto y luego celebrará dos audiencias públicas posteriores, una al norte de Lady Bird Lake y otra al sur de Lady Bird Lake y aceptará comentarios públicos escritos por un periodo mínimo de cinco días. La comisión finalizará con todas las audiencias y adoptará un plan final a más tardar el 1 de diciembre de 2013, y posteriormente a más tardar el 1 de noviembre de cada año que termine en el número uno.

(8) los miembros de la comisión no serán compensados por su servicio. Los miembros del panel y la comisión son elegibles para el reembolso de los gastos personales razonables y necesarios incurridos en relación con los deberes realizados de conformidad con este acto.

(9) el consejo de la Ciudad deberá proporcionar fondos suficientes para satisfacer el costo operativo de la comisión y el costo de cualquier programa de divulgación para solicitar una amplia participación pública en el proceso de redistribución.

(10) la comisión permanecerá inactiva excepto cuando sea necesario para cumplir con sus deberes bajo esta ordenanza y la Carta de la Ciudad de Austin.

§ 5.-LÍMITES DE PLAZOS.

~~[(A)] [Con excepción de lo dispuesto en la subsección (C), una persona no puede ser elegida para o servir en el puesto de alcalde por más de dos plazos consecutivos, y una persona que ha ocupado el puesto de alcalde por más de dos años de un plazo al que alguna otra persona fue elegida alcalde no puede ser elegida para el puesto de alcalde más de una vez consecutiva.]~~

[(B)]A) Salvo lo dispuesto en la subsección ([C]B), una persona no puede ser elegida para, o servir en, el consejo de la ciudad ~~[en un puesto que no sea alcalde]~~ durante más de dos plazos consecutivos, y una persona que haya ocupado un puesto ~~[distinto de alcalde]~~ durante más de dos años de un período al que alguna otra persona fue elegida para el puesto no puede ser elegida para un puesto ~~[que no sea alcalde]~~ más de una vez en sucesión.

- ([E]B) Una persona sujeta a un límite de plazo con respecto a un puesto puede convertirse en candidato para el puesto y servir si es elegida si la solicitud de la persona para ser candidato al puesto va acompañada de una petición solicitando que la persona sea autorizada a ser candidato y la petición sea firmada por al menos el cinco por ciento de los votantes calificados del territorio desde el cual se elige el puesto.

§ 7. – PODERES DEL CONSEJO.

Todos los poderes legislativos y la autoridad que sean conferidos o poseídos expresan o implícitamente por la ciudad serán conferidos y ejercidos por el consejo; siempre que el consejo no tenga poder para, y ni debería;

(A)Vender, transmitir, arrendar, hipotecar o de otra manera enajenar cualquier terreno que ahora, o será, dedicado en lo sucesivo a fines de parque, a menos que:

(1) los electores calificados de la ciudad autorizarán dicho acto adoptando en una elección general o especial una propuesta que presente la pregunta y establezca los términos y condiciones bajo los cuales se realizará dicha venta, transporte, arrendamiento, hipoteca u otra enajenación; o

(2) un contrato de arrendamiento sea con un distrito escolar independiente, según lo definido por la ley estatal, para un propósito que dos tercios del consejo encuentran que es un propósito del parque.

(B)Vender, transmitir o arrendar todas o cualquier parte sustancial de las instalaciones de cualquier servicio público de propiedad municipal, siempre que el consejo pueda arrendar la totalidad o una parte sustancial de dichas instalaciones a cualquier agencia pública del estado de Texas si los votantes calificados de la ciudad autorizan dicho arrendamiento mediante la adopción en una elección general o especial de una propuesta que presente la pregunta y establezca los términos y condiciones bajo los cuales se realizará dicho arrendamiento.

(C)Aceptar o admitir responsabilidad en, o pagar cualquier reclamación por daños y perjuicios reclamados contra la ciudad sin obtener primero una

opinión por escrito del abogado de la ciudad con respecto a la responsabilidad de la ciudad en ella.

§9.- ~~[INTERFERENCIA EN CUESTIONES DE PERSONAL] DEROGADO.~~

~~[Ni el consejo ni ninguno de sus miembros instruirán ni solicitarán al gerente de la ciudad o a ninguno de sus subordinados que nombre o retire del puesto o empleo a ninguna persona, excepto con respecto a las oficinas que deban ser cubiertas por el consejo de las disposiciones de esta Carta. Excepto con el propósito de investigación e investigación, el consejo y sus miembros se ocuparán del servicio administrativo de la ciudad únicamente a través del gerente de la ciudad y no darán órdenes a ninguno de los subordinados del gerente, ya sea pública o privadamente.]~~

§ 10.- ~~[ALCALDE Y ALCALDE PRO TEM] PRESIDENTE DEL CONSEJO.~~

~~[El miembro del consejo elegido y ocupando el lugar designado "alcalde" será el alcalde de la ciudad de Austin.]En su primera reunión después de cada elección ordinaria de los miembros del consejo, el consejo, por elección, designará a uno de sus miembros como presidente del consejo ~~[mayor pro tem]~~, que servirá en tal condición a la discreción del consejo. ~~[el alcalde]~~ presidente del consejo presidirá todas las reuniones del consejo ~~[y será reconocido como director ejecutivo del gobierno de la ciudad para todos los propósitos ceremoniales, con el fin de recibir el servicio del proceso civil, y para fines militares, pero él o ella no tendrá funciones administrativas regulares. El alcalde, como miembro del consejo, tendrá derecho a votar sobre todos los asuntos considerados por el consejo, pero no tendrá poder de veto]~~. El presidente del consejo ~~[alcalde pro tem]~~ actuará como alcalde durante la ausencia o discapacidad del alcalde, y tendrá la facultad de realizar todos los actos que el alcalde pueda realizar si está presente.~~

§ 11.-SECRETARIO/A DE LA CIUDAD.

El consejo nombrará al secretario de la ciudad que servirá a la discreción del consejo. El/la secretario/a de la ciudad conservará los récords del consejo, y tendrá los demás deberes y responsabilidades que puedan ser asignados por esta Carta y por ordenanza ~~[el consejo]~~.

§12.-REUNIONES DEL CONSEJO.

El consejo se reunirá en sesión ordinaria en el Edificio Municipal al menos una vez por semana en el momento que prescriba la ordenanza, a menos que el consejo ordene lo contrario por razones que se documentarán en los minutos. Las reuniones

especiales del consejo serán convocadas por el/la secretario/a de la ciudad a petición escrita del alcalde, el presidente del consejo, o dos miembros del consejo. Todas las reuniones estarán abiertas al público, excepto según lo autoricen las leyes del Estado de Texas.

14.-PROCEDIMIENTO PARA PROMULGAR LEGISLACIÓN.

El consejo legislará sólo por ordenanza, y la cláusula promulgante de toda ordenanza será: "ORDÉNESE POR EL CONSEJO DE LA CIUDAD DE AUSTIN." Antes de que se adopte cualquier ordenanza, el abogado de la ciudad aprobará dicha ordenanza por escrito o presentará ante El/la secretario/a de la ciudad sus objeciones legales por escrito a la mismo. Toda ordenanza aprobada por el consejo, antes de que entre en vigor, será firmada por El/la secretario/a de la ciudad u otra persona autorizada por el consejo, y será presentada al alcalde para su aprobación y firma. Si el alcalde no aprueba la ordenanza, el alcalde deberá apuntar en ella la fecha de su presentación a él o ella, y devolverla al secretario de la ciudad con una declaración escrita de objeciones a la ordenanza. El/la secretario/a de la ciudad apunta en la ordenanza la fecha de su regreso a él o ella. Si el alcalde no aprueba o veta una ordenanza de acuerdo con esta sección dentro de los diez días posteriores a su presentación a él o ella, la ordenanza será efectiva como si estuviera firmada por el alcalde. El/la secretario/a de la ciudad presentará la ordenanza, con las objeciones del alcalde, en la primera reunión del consejo después de que el/la secretario/as haya recibido las objeciones del alcalde. El consejo puede aprobar cualquier ordenanza sobre el veto del alcalde dentro de los 45 días posteriores a la presentación de las objeciones del alcalde al consejo, por dos tercios del voto del consejo o por tres cuartos de voto donde se requirió el voto de dos tercios o más para la aprobación de la ordenanza original. Toda ordenanza ~~adoptada~~promulgada por el consejo ~~será firmada por el alcalde, alcalde pro tem, o por dos miembros del consejo, y~~ será presentada y registrada por El/la secretario/a de la ciudad antes de que la misma entre en vigor. A menos que la ley o esta Carta disponga lo contrario, ninguna ordenanza entrará en vigor hasta la expiración de 10 días a partir de la fecha de aprobación o anulación de la aprobación del alcalde ~~[su aprobación final]~~, excepto cuando una ordenanza relativa a la preservación inmediata de la paz pública, la salud o la seguridad, se adopte como medida de emergencia por los votos favorables de al menos dos tercios de los miembros del consejo y contenga una declaración de la naturaleza de la emergencia.

ARTICULO III.-ELECCIONES.

§ 2.-FECHA DE ELECCIONES; CONDICIONES DEL CONSEJO; ELECCIONES POR MAYORÍA Y ELECCIONES SECUNDARIAS.

(A) Las elecciones generales de la ciudad se llevarán a cabo en la fecha de elección uniforme de noviembre autorizada por la ley estatal en años pares. No obstante, cualquier otra disposición de esta Carta, el período regular del alcalde y de los miembros del consejo es de cuatro años. Los mandatos del Consejo se escalonarán de modo que se celebren elecciones generales cada dos años, y la mitad, o casi la mitad de lo que sea práctico, del consejo se elija en cada elección.

(B) Un miembro del consejo ocupará el puesto por un período especificado por esta Carta o hasta que un sucesor haya sido elegido y calificado. Si es elegido para llenar un mandato no vencido, un miembro del consejo ocupará el puesto por el resto del período no vencido o hasta que un sucesor haya sido elegido y calificado.

(C) El término regular de un miembro del consejo comienza en la fecha establecida por la ordenanza. Un miembro del consejo puede calificar para el puesto en esa fecha o tan pronto como sea posible. En el caso de una elección especial para llenar un mandato no vencido, la persona elegida puede calificar y asumir el puesto tan pronto como sea posible después de los lienzos de la elección.

(D) En cada elección regular y en cada elección especial convocada para ocupar uno o más ~~[vacantes en el consejo]~~ puestos, la elección a cada puesto ~~[puesto en el consejo]~~ será por mayoría de todos los votos emitidos para tal puesto ~~[puesto]~~ en dicha elección. En cada elección de este tipo, cada elector calificado votará por no más de un candidato para cada puesto ~~[consejal]~~ que se va a llenar. Cuando en una elección a ~~[un puesto en el consejo]~~ un puesto, ningún candidato recibe la mayoría de todos los votos emitidos para tal ~~[puesto]~~ puesto en dicha elección, el consejo, inmediatamente después de declarar los resultados oficiales de la elección, ordenará que se lleve a cabo una elección secundaria para cada ~~[puesto]~~ puesto al que nadie fue elegido. Dicha elección secundaria se llevará a cabo de conformidad con la ley estatal y los dos (2) candidatos que recibieron en la elección anterior el mayor número de votos para cada ~~[lugar]~~ puesto al que nadie fue elegido será votado de nuevo, y el

candidato que reciba la mayoría de los votos emitidos para cada uno de esos puestos ~~[lugares]~~ en la elección secundaria será elegido para dicho ~~[lugar]~~ puesto.

§ 3.-REGULACION DE ELECCIONES.

Todas las elecciones se llevarán a cabo de acuerdo con las leyes del Estado de Texas que regulan la celebración de elecciones municipales y de acuerdo con las ordenanzas adoptadas por el consejo para la realización de elecciones. El consejo nombrará por ordenanza a los jueces electorales y a otros funcionarios electorales. Los distritos electorales se establecerán por ordenanza y podrán ser alterados de vez en cuando de la misma manera.

§ 4.-REGISTRO/ARCHIVAR CANDIDATURAS DE CANDIDATOS.

Cualquier persona calificada que desee ser candidato para la elección a alcalde o en un puesto en el consejo deberá archivar ante el/la secretario/a de la ciudad, al menos 45 días antes del día de la elección, una solicitud para que su nombre aparezca en la boleta electoral. Dicha solicitud irá acompañada de una cuota de archivar de \$500.00. Dicha cuota de archivar puede reducirse en \$1.00 por firma para cada votante registrado que firme una petición solicitando que el nombre del candidato sea colocado en la boleta, si dicha petición es suficiente para satisfacer los requisitos legales. En caso de un puesto de distrito, la petición será firmada por electores registrados que residen en el distrito en particular. Dicha solicitud deberá designar claramente por número el puesto en el consejo al que el candidato desea elegirse e incluirá una declaración jurada por el candidato de que está plenamente calificado bajo las leyes de Texas y las disposiciones de esta Carta para ocupar el puesto que él o ella desea.

§ 5. – BOLETAS.

Para cada elección regular y para cada elección especial convocada para llenar una o más puestos vacantes ~~[puestos en el consejo]~~, el/la secretario/a de la ciudad apuntará en la boleta oficial el nombre de cada candidato que deberá presentar una solicitud que cumpla con las disposiciones de esta Carta. Los puestos del consejo a llenar se apuntarán en la boleta en orden numérico. El nombre de cada candidato se apuntará en la boleta bajo el puesto designado ~~[lugar]~~ en el que él o ella archivó su solicitud, y de tal manera que los nombres de los candidatos para cada ~~[lugar]~~ puesto sean claramente separados y distinguibles de los nombres de los candidatos para cada otro ~~[lugar del consejo]~~ puesto. La orden en la votación de los nombres de los

candidatos para cada [~~lugar del consejo~~] puesto respectivo se determinará por sorteo en un sorteo que se llevará a cabo bajo la supervisión del/la secretario/a de la ciudad, y en dicho sorteo cada candidato o su representante designado tendrá derecho a estar presente.

ARTICULO IV.-INICIATIVA, REFERÉNDUM, Y REVOCACIÓN.

§ 6.-AUTORIDAD DE REVOCAR.

En esta sección, "funcionario en el puesto" significa el alcalde o un miembro del consejo. La población de la ciudad se reserva el derecho de remover a cualquier [~~miembro del consejo~~] funcionario en el puesto y puede ejercer tal poder presentando ante el/la secretario/a de la ciudad una petición, firmada por votantes calificados del territorio del que se elige al [~~miembro del consejo~~], funcionario en número que sea por lo menos el 10 por ciento de los votantes calificados del territorio del que se elige el [~~miembro del consejo~~], funcionario en el puesto, exigiendo la destitución del [~~miembro del consejo~~], funcionario en el puesto. La petición se firmará y verificará en la forma requerida para una petición de iniciativa, contendrá una declaración general de los motivos por los cuales se solicita la remoción, y uno de los firmantes de cada documento de petición hará una declaración jurada de que las declaraciones en ella son verdaderas.

§ 7.-ELECCION DE DESTITUCIÓN.

Dentro de los 20 días posteriores a la presentación de una petición de destitución el/la El/la secretario/a de la ciudad examinará la misma. Las disposiciones que regulan el examen, la certificación y la modificación de las peticiones de iniciativa se aplicarán a las peticiones de destitución. Si la petición es certificada por el/la secretario/a de la ciudad para ser suficiente y el alcalde o miembro del consejo cuya destitución se procura no renuncia dentro de los cinco días después de la certificación al consejo, el consejo ordenará y llevará a cabo una elección de destitución en el territorio desde el cual el alcalde o miembro del consejo es elegido en la primera fecha de elección autorizada que permita tiempo suficiente para cumplir con otros requisitos de la ley.

§ 8.-BOLETA DE DESTITUCIÓN.

Boletas usadas en elecciones de destitución serán de acuerdo con los siguientes requisitos:

- (1) Con respecto a cada persona cuya destitución se solicita, la cuestión

se presentará "¿Será destituido (nombre del alcalde o miembro del consejo) del puesto de (alcalde o miembro del consejo de la ciudad)?"

(2) Inmediatamente debajo de cada una de esas cuestiones se imprimirán las dos siguientes proposiciones, una sobre la otra, en el orden indicado:

"A favor de la destitución de (nombre del alcalde o miembro del consejo)".

"En contra la destitución de (nombre del alcalde o miembro del consejo)".

§ 9.-RESULTADOS DE LA ELECCIÓN DE DESTITUCIÓN.

Si la mayoría de los votos emitidos en una elección de destitución serán en contra de la destitución del alcalde o miembro del consejo apuntado en la boleta electoral, él o ella continuará en el puesto. Si la mayoría de los votos emitidos en dicha elección se descuentan al alcalde o al miembro del consejo apuntado en la boleta electoral, el consejo declarará inmediatamente vacante su puesto y dicha vacante se cubrirá de conformidad con las disposiciones de esta Carta para llenar vacantes. Un alcalde o miembro del consejo así eliminado no será un candidato para sucederse a sí mismo en una elección convocada para llenar la vacante así creada.

§ 10.-LIMITACIONES DE DESTITUCIÓN.

No se presentará ninguna petición de destitución contra un alcalde o miembro del consejo dentro de los seis meses posteriores a asumir su puesto, y ningún alcalde o miembro del consejo estará sujeto a más de una elección de destitución durante un plazo en el puesto.

ARTICULO V.- ~~[ORGANIZACIÓN ADMINISTRATIVA]~~EL EJECUTIVO

§ 1 -EL ~~[GERENTE DE LA CIUDAD]~~ALCALDE.

El ~~[consejo nombrará a un gerente de la ciudad que]~~ alcalde será el director administrativo y ejecutivo de la ciudad. Será reconocido como director ejecutivo del gobierno de la ciudad para todos los propósitos ceremoniales, con el propósito de recibir notificación del proceso civil, y para fines militares. [El será nombrado por el consejo únicamente basado en su formación ejecutiva y administrativa, experiencia y capacidad, y no tendrá que ser residente de la ciudad de Austin cuando

~~sea nombrado; sin embargo, durante la permanencia de su puesto, él o ella residirá dentro de la ciudad.]~~

~~[El gerente de la ciudad no será nombrado por un período definido, pero puede ser removido a voluntad y discreción del consejo por mayoría de votos de todos los miembros del consejo. Si es removido después de cumplir seis meses, podrá exigir las quejas por escrito y el derecho a ser oído al respecto en una reunión pública del consejo antes de la fecha en que tendrá lugar su remoción final. A la espera de dicha audiencia, el consejo puede suspenderlo de su puesto. La acción del consejo en la suspensión o eliminación del administrador de la ciudad será definitiva, siendo la intención de esta Carta conceder toda la autoridad y fijar toda la responsabilidad por dicha suspensión o remoción en el consejo. El gerente de la ciudad recibirá la compensación que pueda fijar el consejo.]~~

~~[Ningún miembro del consejo, durante el tiempo para el cual sea elegido o durante dos años a partir de entonces, será nombrado gerente de la ciudad.]~~

§ 2.-PODERES Y DEBERES DEL [GERENTE DE LA CIUDAD] ALCALDE.

El ~~[gerente de la ciudad]~~ alcalde será responsable ~~[ante el consejo]~~ de la correcta administración de todos los asuntos de la ciudad y a tal fin tendrá poder y deberá:

- (1) Nombrar y remover a cualquier oficial o empleado de la ciudad, excepto aquellos oficiales designados por el consejo y salvo que se disponga lo contrario en esta Carta.
- (2) Preparar el presupuesto anualmente, presentarlo al consejo y ser responsable de su administración después de la adopción.
- (3) Preparar y presentar al consejo de la ciudad a partir del final del ejercicio un informe completo sobre las finanzas y actividades administrativas de la ciudad para el año anterior.
- (4) Mantener al consejo informado de la situación financiera y las necesidades futuras de la ciudad y hacer las recomendaciones que puedan parecer deseables.

~~[(5)] [Nombrar, por carta presentada ante el/la secretario/a de la ciudad, a un funcionario administrativo calificado de la ciudad para desempeñar sus funciones durante su ausencia temporal o incapacidad.]~~

[[6]5) Desempeñar los demás deberes que puedan ser prescritos por esta Carta o que le exija el consejo, no incompatibles con las disposiciones de esta Carta.

§ 3.-DEPARTAMENTOS ADMINISTRATIVOS.

Habrán los departamentos administrativos establecidos por la presente Carta y según se establezca por ordenanza, todos los cuales estarán bajo el control y dirección ~~[del gerente de la ciudad]~~ del alcalde. El consejo podrá eliminar por ordenanza, cualquier departamento o combinar uno o más departamentos creados por él ~~[pero ningún departamento administrativo será creado, eliminado o combinado con otro departamento hasta que el consejo haya obtenido y considerado las recomendaciones del gerente de la ciudad con respecto a los mismos]~~.

§ 4.-DIRECTORES DE DEPARTAMENTOS.

Al frente de cada departamento habrá un director que será nombrado, y que podrá ser removido, por el ~~[gerente de la ciudad]~~ alcalde. Dichos directores tendrán supervisión y control sobre sus respectivos departamentos, y podrán servir como jefes de divisiones dentro de sus respectivos departamentos. Dos o más departamentos pueden estar encabezados por el mismo individuo, y el ~~[gerente de la ciudad]~~ alcalde puede dirigir uno o más departamentos.

§ 5.-ORGANIZACION DE DEPARTAMENTOS.

El trabajo de cada departamento se distribuirá entre las divisiones que puedan establecerse por ordenanza ~~[siempre que, no se haga ninguna división departamental hasta que se haya considerado el gerente de la ciudad y haya hecho sus recomendaciones con respecto a las mismos]~~. A la espera de la aprobación de las ordenanzas que establecen las divisiones departamentales, el ~~[gerente]~~ alcalde puede establecer divisiones temporales en cualquier departamento.

§6.-PROCURADOR DE LA CIUDAD.

Habrán un departamento de derecho, cuyo jefe será el procurador de la ciudad, que será nombrado por el ~~[gerente de la ciudad]~~ alcalde, sujeto a la confirmación por el consejo, y removido por el alcalde o el voto de dos tercios del consejo. El procurador de la ciudad será un abogado competente que habrá ejercido la ley en el estado de

Texas durante al menos cinco años inmediatamente antes de su nombramiento. El procurador de la ciudad será el asesor legal de, y abogado de, todos los oficiales y departamentos de la ciudad, y él o ella representará a la ciudad en todos los litigios y procedimientos legales. Deberá redactar, aprobar o presentar sus objeciones legales por escrito a cada ordenanza antes de que sea interpretada por el consejo, y él o ella deberá pasar todos los documentos, contratos e instrumentos legales en los que la ciudad pueda tener un interés.

Habrán los procuradores asistentes de la ciudad que puedan ser autorizados por el consejo, por ordenanza, que estarán autorizados a actuar por y en nombre del procurador de la ciudad.

§7.-ELEGIBILIDAD DEL ALCALDE.

Un candidato a la alcaldía debe cumplir con todos los requisitos de elegibilidad de la ley estatal y debe haber residido continuamente en el estado durante 12 meses y en la ciudad durante seis meses inmediatamente anterior a la fecha límite de archivar su candidatura a la alcaldía y ser apuntado en la boleta electoral. Si el alcalde deja de residir en la ciudad, el alcalde automáticamente renuncia el puesto.

§ 8.-LIMITES DE PLAZOS.

- (A) Salvo lo dispuesto en la sección (B), una persona no puede ser elegida o servir en el puesto de alcalde por más de dos plazos consecutivos, y una persona que ha ocupado el puesto de alcalde por más de dos años de un plazo al que alguna otra persona fue elegida alcalde no puede ser elegido para el puesto de alcalde más de una vez consecutiva.
- (B) Una persona sujeta a un límite de plazo con respecto a un puesto puede convertirse en candidato para el puesto y servir si es elegido si la solicitud de la persona para ser candidato al puesto va acompañada de una petición solicitando que la persona sea autorizada a ser candidato y la petición sea firmada por al menos el cinco por ciento de los votantes calificados del territorio desde el cual se elige el puesto.

§ 9.-VACANTES.

Cuando se produzca una vacante en el puesto de alcalde, el lugar vacante se cubrirá mediante una elección especial y, cuando sea necesario por una elección secundaria, de la misma manera que se establece en la presente Carta para la elección regular del alcalde. Dicha elección especial se llevará a cabo en la próxima fecha de elección uniforme del estado disponible después de la creación de la vacante, y la elección secundaria se llevará a cabo de acuerdo con la ley estatal después de la elección anterior; siempre que, sin embargo, cuando una vacante se produzca dentro de los 90 días de una elección regular, no se convocará ninguna elección especial para cubrir la vacante.

ARTICULO VI. -CORTE MUNICIPAL.

§ 2.-JUEZ DE LA CORTE MUNICIPAL.

La corte municipal estará presidida por un magistrado que será conocido como juez de la corte municipal. Será nombrado por el [~~consejo~~] alcalde, sujeto a la confirmación por el consejo por un período de cuatro años a partir del primero de enero de años pares. Será removido por el alcalde, sujeto a confirmación por el consejo, solo por causa o discapacidad según se define en la Constitución de Texas. Deberá haber sido admitido para ejercer la abogacía en el estado de Texas por no menos de dos años y habrá residido en la ciudad por un período de no menos de dos años inmediatamente anterior a su nombramiento.

En caso de que el juez del tribunal municipal no pueda actuar por cualquier motivo, el [~~consejo~~] alcalde nombrará a un abogado que posea los requisitos requeridos anteriormente para actuar en su lugar, sujeto a la confirmación del consejo. El juez, o cualquier persona que actúe en su lugar, recibirá la compensación que pueda fijar el consejo por ordenanza.

El consejo tendrá la facultad, por ordenanza, de crear y establecer cortes municipales adicionales, y el alcalde tendrá la facultad de nombrar, sujeto a la confirmación por parte del consejo, más de un juez de cada corte municipal, ya sea uno o más, cada uno de los cuales será magistrado y tendrá las calificaciones y servirá durante el plazo del puesto prescrito en el primer párrafo de esta sección.

Si cualquier juez de la corte municipal anuncia candidatura, o de hecho se convierte en candidato, en cualquier elección general, especial o primaria, para cualquier puesto público electivo, en un momento en que el plazo no vencido de la oficina del juez excede un año, el anuncio o candidatura del juez es una renuncia automática del puesto de juez municipal.

§ 3-SECRETARIO/A DE LA CORTE MUNICIPAL.

Habr  un secretario de la corte municipal que ser  nombrado por, y que servir  a la discreci n del [~~consejo~~], alcalde sujeto tanto en nombramiento como en su destituci n a la confirmaci n por el consejo. El/la secretario/atendr  la facultad de administrar juramentos y declaraciones juradas, hacer certificados, colocar el sello de la corte en el mismo, y realizar de otra manera todos y cada uno de los actos necesarios en la emisi n del proceso para dicha corte y llevar a cabo el negocio de estos.

Habr  los secretarios adjuntos de la corte municipal que pueda ser autorizado por el consejo por ordenanza, que tendr n autoridad para actuar por y en nombre del/la secretario/a de la corte municipal, y que ser n nombrados por el/la secretario/a de la corte municipal.

§ 4.-MULTAS Y CONFISCACIONES -AUTORIDAD DEL CONSEJO.

El [~~consejo de la ciudad~~]-alcalde, sujeto a la confirmaci n por el consejo, tendr  la facultad de remitir multas, confiscaciones, y sanciones por la violaci n de las ordenanzas penales de la ciudad, y de conceder conmutaciones e indultos por todas las ofensas que surjan bajo las ordenanzas penales de la ciudad.

ARTICULO VII.-FINANZAS.

§ 1.-DEPARTAMENTO DE FINANZAS.

Habr  un departamento de finanzas, cuyo jefe ser  el director de finanzas. El director de finanzas ser  nombrado por el [~~gerente de la ciudad~~]-alcalde, tendr  conocimiento de contabilidad municipal y tendr  experiencia en presupuestaci n y control financiero. Dicho director proporcionar  una fianza con la garant a y en la cantidad que el consejo pueda requerir, por ordenanza. La prima de dicha fianza ser  pagada por la ciudad.

§ 2.-DIRECTOR DE FINANZAS. -PODERES Y DEBERES.

El director de finanzas administrar  todos los asuntos financieros de la ciudad, excepto la evaluaci n y recaudaci n de impuestos. Tendr  autoridad y se le requiere lo siguiente:

- (1) Mantener un sistema de contabilidad general para el gobierno de la ciudad y ejercer control financiero sobre todas las oficinas, departamentos y agencias de estos;

- (2) Certificar la disponibilidad de fondos para todos los gastos propuestos. A menos que el Director de Finanzas certifique que existe un saldo no comprometido en la consignación y en los fondos disponibles, no se gravará ningún crédito y no se efectuarán gastos;
- (3) Presentar al consejo, a través del ~~[gerente de la ciudad]~~ alcalde, un estado de cuenta mensual de todos los recibos y desembolsos con suficiente detalle para mostrar el estado financiero exacto de la ciudad;
- (4) Preparar, a partir del final del ejercicio fiscal, un estado financiero completo y un informe.

§ 4.-PRESUPUESTO INTERINO.

El ~~[gerente de la ciudad]~~ alcalde presentará al consejo un presupuesto provisional que se preparará, en la medida de lo posible, de conformidad con los requisitos para el documento presupuestario aquí prescrito, para el período fiscal intermedio aquí establecido. Tras la aprobación de dicho presupuesto provisional, el Consejo promulgará la consignación y otras ordenanzas que sean necesarias para la realización de dicho presupuesto provisional.

5.-EL DOCUMENTO DE PRESUPUESTO.

El presupuesto para el gobierno de la ciudad presentará un plan financiero completo para el ejercicio siguiente, y constará de tres partes de la siguiente manera:

La parte I contendrá:

- (1) Un mensaje presupuestario, preparado por el ~~[gerente de la ciudad]~~ alcalde, que describirá su plan fiscal propuesto para la ciudad y describirá características significativas del presupuesto para el próximo período fiscal;
- (2) Un resumen general del presupuesto que, con listas de apoyo, mostrará la relación entre los gastos totales propuestos y los ingresos totales previstos para el próximo período fiscal y que comparará estas cifras con las cifras correspondientes para el último ejercicio final y el año en curso.

La parte II contendrá:

- (1) Estimaciones detalladas de todos los gastos propuestos, que muestran los gastos correspondientes para cada partida para el año en curso y el último año fiscal anterior con explicaciones de los aumentos o disminuciones recomendados;
- (2) Estimaciones detalladas de los ingresos previstos y otros ingresos;
- (3) Impuestos delincuentes para los años actuales y anteriores, con el porcentaje estimado de coleccionismo; y
- (4) Declaración del endeudamiento de la ciudad, mostrando requisitos de e intereses de la deuda, deuda autorizada y no emitida, y condiciones de los fondos de amortización.

La Parte III contendrá un borrador completo propuesto de la ordenanza de consignación, la ordenanza de imposición de impuestos y cualquier otra ordenanza necesaria para llevar a cabo el presupuesto.

§ 7.-PROGRAMAS DE TRABAJO Y ASIGNACIONES.

Al inicio de cada año fiscal el jefe de cada departamento o agencia del gobierno de la ciudad, bajo la dirección del [~~gerente de la ciudad~~] alcalde presentará al departamento de finanzas un programa de trabajo para el año. Dicho programa de trabajo incluirá todos los créditos para gastos de operación, mantenimiento y desembolsos de capital e indicará las asignaciones solicitadas de dichos créditos por meses para todo el ejercicio fiscal. El [~~gerente de la ciudad~~] alcalde revisará las asignaciones solicitadas y, después de la alteración o revisión que considere necesaria, autorizará dichos gastos. A partir de entonces, el departamento de finanzas autorizará todos los gastos de los departamentos y organismos que se realicen a partir de los créditos sobre la base de las asignaciones aprobadas y no de otra manera. Las asignaciones aprobadas pueden ser revisadas durante el año fiscal por el [~~gerente de la ciudad~~], alcalde, a solicitud del jefe de cualquier departamento o agencia y la aprobación por el [~~gerente de la ciudad~~], alcalde, pero en ningún caso el agregado de las asignaciones departamentales o de agencia excederá la consignación disponible para dichos departamentos u organismos para el año fiscal. Si, en cualquier momento del ejercicio fiscal, el [~~gerente de la ciudad~~] alcalde, comprobará que los ingresos disponibles serán inferiores a los créditos totales del año, reconsiderará el programa de trabajo y las asignaciones de los departamentos y organismos y los revisará para evitar que los gastos sean más que los ingresos disponibles.

§ 8.-ASIGNACIONES.

No se gastarán fondos de la ciudad ni se incurrirá en ninguna obligación de gasto de dinero, excepto en cumplimiento de la ordenanza de apropiación de período anual o intermedio prevista en la presente Carta. Al cierre de cada ejercicio fiscal, cualquier saldo no comprometido de una consignación se revertirá al fondo del que se haya apropiado y podrá ser apropiado por el consejo de la ciudad. El consejo puede, por ordenanza, transferir cualquier saldo de apropiación no gravado o parte de este de una oficina, departamento o agencia a otra. El ~~[gerente de la ciudad]~~ alcalde tendrá autoridad, sin la aprobación del consejo, para transferir los saldos de consignación de una cuenta de gastos a otra dentro de una sola oficina, departamento o agencia de la ciudad.

§ 9.-DEPOSITOS.

Todo el dinero recibido por cualquier persona, departamento o agencia de la ciudad para o en relación con los asuntos de la ciudad se depositará con prontitud en los depósitos de la ciudad, que serán designados por el consejo, por ordenanza, de acuerdo con dichas regulaciones y sujeto a los requisitos de seguridad para los depósitos y los intereses en los mismos que puedan ser establecidos por la ordenanza. Todos los cheques, vales o órdenes de retiro de dinero de los depósitos de la ciudad serán firmados por el director de finanzas o su adjunto y contrafirmados por el ~~[gerente de la ciudad]~~ alcalde.

§ 11.-BONOS DE INGRESOS.

La ciudad tendrá el poder de pedir dinero prestado con el propósito de construir, comprar, mejorar, ampliar o reparar los servicios públicos, instalaciones recreativas o instalaciones para cualquier otra función municipal auto amortizable no prohibida ahora o en adelante por cualquier ley general del estado, y emitir bonos de ingresos para evidenciar la obligación creada de este modo. Dichos bonos serán un cargo y pagarán únicamente de las propiedades, o intereses en los mismos, adquiridos y los ingresos de estos, y nunca serán una deuda de la ciudad. Todos los bonos de ingresos emitidos por la ciudad serán autorizados primero por la mayoría de los electores calificados que voten en una elección celebrada para tal fin. El consejo tendrá autoridad para proporcionar, por ordenanza, los términos y la forma de cualquier acuerdo de compra, contrato, hipoteca, fianza o documento deseado o necesario para la emisión de bonos de ingresos y la adquisición y operación de dichos bienes o intereses.

§ 12.-BONOS DE INGRESOS PARA LA CONSERVACIÓN.

Para conservar los recursos generadores de energía, los recursos hídricos y en las instalaciones de tratamiento de aguas residuales de la ciudad y, por lo tanto, para ahorrar dinero de la ciudad, la ciudad tendrá poder para pedir dinero prestado con el fin de proporcionar instalaciones de conservación, incluidas las instalaciones que sean propiedad u operadas por personas distintas de la ciudad, y para emitir bonos de ingresos, notas u otra obligación en evidencia de dicho endeudamiento. Dichos bonos serán un puesto y pagarán únicamente de los servicios públicos a que se refiere el párrafo primero de la Sección 11 y los ingresos de estos, y nunca serán una deuda de la ciudad. Todos los bonos u obligaciones de ingresos se emitirán de acuerdo con las leyes aplicables del Estado de Texas. El consejo tendrá la autoridad para proporcionar, por ordenanza, los términos y la forma de cualquier acuerdo de compra, contrato, hipoteca, fianza o documento deseado o necesario para la emisión de bonos de ingresos y la pro provea de dichos servicios de conservación de recursos.

§ 14.-FONDO DE AMORTIZACIÓN.

Será deber del consejo cobrar, por ordenanza, un impuesto anual suficiente para pagar los intereses y proporcionar el fondo de amortización necesario requerido por la ley sobre todos los bonos de obligación general pendientes de la ciudad. El fondo de intereses y sumideros se depositará en una cuenta separada y no se desviará ni utilizará para ningún otro fin que no sea pagar los intereses y el principal de dichos bonos. El fondo de amortización mantenido para la amortización de cualquier deuda puede ser invertido en bonos que generan interés del gobierno de los Estados Unidos, el Estado de Texas, el Condado de Travis, o la Ciudad de Austin.

§ 15.-PROCEDIMIENTOS PARA COMPRAS.

Todas las compras realizadas y los contratos ejecutados por la ciudad se realizarán en virtud de una solicitud escrita del jefe de la oficina, departamento u agencia cuyo crédito se cargará, y ningún contrato u orden será vinculante para la ciudad a menos y hasta que el director de finanzas certifique que existe en el crédito de dicha oficina, departamento u agencia un saldo de consignación no gravado suficiente para pagar los suministros, materiales, equipos o servicios contractuales por los que se emitirá el contrato u orden. Antes de que la ciudad realice cualquier compra o contrato de suministros, materiales, equipos o servicios contractuales, se dará oportunidad para la competencia a menos que esté exento por la ley estatal. El ~~[gerente de la ciudad]~~ alcalde tendrá la facultad de contratar gastos sin la aprobación adicional del consejo para un gasto que no exceda de cuarenta y tres mil dólares anuales. Un contrato o enmienda de un contrato, que implique un gasto de más de cuarenta y tres mil dólares anuales, debe ser aprobado expresamente por el consejo.

Todos los contratos o compras que impliquen más de \$5,000.00 serán otorgados a la oferta considerada más ventajosa para la ciudad después de que haya habido una oportunidad para licitar; siempre que, sin embargo, el consejo tenga el derecho de rechazar todas y cada una de las ofertas. Los contratos de servicios personales o profesionales no se permitirán en licitaciones competitivas y cada uno de esos contratos, o modificación de un contrato, que implique más de cuarenta y tres mil dólares anuales será aprobado por el consejo. El ~~[gerente de la ciudad]~~ alcalde no puede contratar servicios personales o profesionales bajo la autoridad del ~~[gerente]~~ alcalde si el ~~[gerente]~~ alcalde sabe o razonablemente debe saber que el alcance completo del trabajo del contratista excederá el límite de la autoridad del ~~[gerente]~~. El monto de la limitación anual de cuarenta y tres mil dólares se modificará cada año con la adopción del presupuesto para aumentar o disminuir de acuerdo con el gobierno federal publicado más recientemente, Indicador de Estadísticas Laborales, Índice de Precios al Consumidor (CPI-W U.S. City Average) Promedio de la Ciudad de los Estados Unidos. El índice de precios al consumidor publicado más recientemente el 4 de mayo de 2002 se utilizará como base de 100 y el ajuste posterior será de los 1,000.00 dólares más cercanos.

ARTICULO IX.-PERSONAL.

§ 1.-SERVICIO CIVIL CLASIFICADO.

(A)En la medida de cualquier conflicto con otras disposiciones de esta Carta, este artículo predomina. Si otra propuesta en la boleta que enmienda la Sección 1 anterior de este artículo es aprobada por los electores en la misma elección en la que se adopta esta sección, esta sección prevalece y reemplaza la otra enmienda a la Sección 1, pero no prevalece ni reemplaza otras enmiendas a este artículo que fueron parte de la otra proposición.

(B)Se establece en la presente un sistema de servicio civil clasificado en el que todo el empleo y las promociones se realizarán sobre la base del mérito y la aptitud. El sistema de servicio civil incluirá todas las oficinas y puestos de nombramiento en la administración y en otros organismos y oficinas de la ciudad, excepto los siguientes:

- (1) miembros del consejo de la ciudad y su personal directo;
- (2) personas designadas, confirmadas o elegidas por el consejo de la ciudad de conformidad con esta Carta;
- (3) el ~~[gerente de la ciudad]~~ alcalde y ~~[asistentes gerentes de la~~

~~ciudad~~ el alcalde y quienes reportan directamente a él;

- (4) directores de departamento y subdirectores de departamento;
- (5) el procurador de la ciudad y todos los asistentes al procurador de la ciudad;
- (6) empleados temporales y empleados de temporada; y
- (7) empleados cubiertos por estatuto estatal de servicio civil.

§ 2.-COMISION MUNICIPAL DEL SERVICIO CIVIL.

(A) Habrá una comisión municipal de servicio civil compuesta por cinco comisionados, uno de los cuales servirá como presidente.

(B) El consejo de la ciudad nombrará a los comisionados y designará a uno de los cinco como presidente. Los comisionados serán nombrados por un período de tres años, excepto el de los primeros cinco comisionados nombrados después de la adopción de esta sección, uno será nombrado por un período de un año y dos cada uno será nombrado por dos y tres años para que a partir de entonces los comisionados sirvan a plazos escalonados. Cualquier vacante que ocurra después del nombramiento será llenada por el consejo de la ciudad por el resto del plazo no vencido.

(C) Cada comisionado debe ser un votante calificado de la ciudad que, durante el plazo del comisionado, no posea ni se convierta en candidato para cualquier otro puesto público de la ciudad o del estado de Texas.

(D) Los comisarios pueden recibir una indemnización por sus servicios determinados previamente por el consejo de la ciudad, por ordenanza.

(E) Un comisionado puede ser removido antes del final del plazo del comisionado sólo por causa, y después de recibir una declaración escrita de las razones de la remoción y una audiencia pública ante el consejo de la ciudad si el comisionado solicita una audiencia.

(F)Tres miembros de la comisión constituyen un quórum. La comisión debe actuar por mayoría de votos. El presidente tiene los mismos derechos de voto que los demás comisionados.

(G)La comisión deberá:

(1) escuchar apelaciones y tomar decisiones definitivas y vinculantes en el caso de cualquier empleado de servicio civil municipal o designado que sea dado de alta, suspendido, degradado, negado un ascenso, o puesto en probatoria disciplinaria;

(2) recomendar la adopción de normas del servicio civil y prestar servicios en virtud de las normas del servicio civil según lo dispuesto en esta sección;

(3) llevar a cabo cualquier investigación que considere deseable o que pueda ser obligado a hacer por el consejo de la ciudad o el [~~gerente de la ciudad~~] alcalde en relación con la administración del servicio civil municipal, e informar de sus conclusiones y recomendaciones al consejo de la ciudad;

(4) realizar otras funciones relativas al servicio civil municipal, no incompatibles con este artículo, que el consejo de la ciudad pueda requerir, por ordenanza;

(5) emitir citaciones y citaciones para producir documentos a testigos, ya sea a petición de las partes interesadas o de su propia parte cuando sea razonablemente necesario para obtener pruebas pertinentes en una audiencia o investigación; y

(6) administrar juramentos a los testigos que comparezcan en una audiencia o investigación.

§ 3.-DIRECTOR DE RECURSOS HUMANOS.

(A)Habrá un departamento de recursos humanos, cuyo jefe será el director de

recursos humanos. El director de recursos humanos será nombrado y podrá ser removido por el ~~[gerente de la ciudad]~~ alcalde, y deberá haber tenido formación y experiencia en la administración del personal.

(B) El director de recursos humanos deberá:

(1) realizar las funciones prescritas por este artículo, por ordenanza, por la comisión, o por el ~~[gerente de la ciudad]~~ alcalde, de acuerdo con sus respectivas autoridades en virtud de esta Carta;

(2) preparar y recomendar al ~~[gerente de la ciudad]~~ alcalde un plan de clasificación, y sus modificaciones, para el servicio civil municipal;

(3) certificar todas las nóminas (payroll) para las personas en el servicio civil clasificado desde el momento en que inician su empleo, cuando cambien de estatus o cuando se eliminen de la nómina (payroll); y

(4) realizar otras tareas y funciones que puedan ser prescritas por el consejo, por ordenanza, o el ~~[gerente de la ciudad]~~ alcalde.

§ 4.-REGLAS DEL SERVICIO CIVIL.

A. La administración del servicio civil municipal clasificado, incluido el empleo o el nombramiento de todas las personas en el servicio civil municipal, se registrará, en la medida de lo posible, por las normas y reglamentos conocidos como normas del servicio civil municipal.

B. Dentro de los 12 meses siguientes a la adopción de esta sección, el director de recursos humanos preparará normas de servicio civil que cumplan los requisitos especificados en esta sección y las recomendará a la comisión de servicio civil. Tras la notificación y la audiencia pública, la comisión hará las modificaciones que considere necesarias, y recomendará que el consejo de la ciudad adopte las normas. Las reglas del servicio civil se hacen efectivas cuando son adoptadas por el consejo de la ciudad por ordenanza.

C. Una vez adoptadas las normas del servicio civil, podrán modificarse en cualquier momento utilizando el mismo proceso utilizado para la adopción

inicial de las normas.

D. Como mínimo, las normas del servicio civil deben contener disposiciones que regulen:

- (1) nombramientos iniciales, promociones y transferencias laterales, todos los cuales se basarán en el mérito y la aptitud;
- (2) probatoria disciplinaria, degradación involuntaria, denegación de promoción y alta, todos los cuales, en el caso de empleados no probatorios, deben ser por causa;
- (3) el establecimiento de períodos de prueba que no excedan de seis meses para todos los nombramientos iniciales, durante los cuales el designado puede ser removido del puesto sin causa;
- (4) el establecimiento de períodos de prueba que no excedan de tres meses para todos los nombramientos promocionales, durante los cuales el designado puede ser removido del puesto a cuál fue promovido, y devuelto a su posición anterior, sin causa;
- (5) procedimientos de reducción en vigor que tengan en cuenta la duración del servicio de los empleados afectados y el desempeño laboral pasado; y
- (6) otras disposiciones, no incompatibles con esta subsección, que puedan ser requeridas por el consejo de la ciudad, por ordenanza.

(E) Las políticas de personal vigentes y aplicables al servicio civil clasificado en la fecha de entrada en vigor de esta ordenanza permanecerán vigentes hasta que se sustituyan por las normas de servicio civil adoptadas en virtud de esta sección.

§ 5.-SISTEMA DE PENSIONES DE EMPLEADOS.

Habr  un sistema de pensiones para los empleados de la ciudad que se conocer  como el sistema de pensiones de los empleados de la ciudad de Austin. Despu s de los primeros seis meses de empleo, todos los empleados municipales, excepto el alcalde, los miembros del consejo, los miembros de las juntas y comisiones, los empleados del departamento de bomberos y los empleados a tiempo parcial o temporales, se convertir n en miembros de dicho sistema. Dicho sistema se regir  por un consejo de administraci n compuesto por dichos miembros y seleccionado de la manera que pueda proporcionar la ordenanza del consejo, siempre que los empleados clasificados tengan representaci n en el consejo. Dicho sistema ser  financiado por un fondo de pensiones creado por contribuciones de los miembros y de la ciudad, y las contribuciones de la ciudad siempre ser n iguales o mayores que las contribuciones de los miembros. Los beneficios por pagar a cualquier miembro al momento de su retiro se basar n en la cantidad de contribuciones hechas en nombre de dicho miembro, y se determinar n sobre una base actuarial. Tras la separaci n de cualquier miembro del servicio de la ciudad antes de ser pensionado, dicho miembro tendr  derecho a recibir s lo el monto de sus contribuciones al fondo y los intereses al respecto.

El establecimiento del sistema de pensiones para los trabajadores no impedir  que el consejo, por ordenanza, integre dicho sistema con, o que adopte, cualquier sistema voluntario de pensiones estatal o nacional cuando los beneficios generales de dicha integraci n o cambio sean al menos iguales a los del sistema de pensiones de los empleados. Tampoco se impedir  que el consejo consolide, por ordenanza, cualquier sistema de pensiones mantenido por los empleados del departamento de bomberos con el sistema de pensiones de los empleados de la ciudad de Austin en condiciones aceptables para ambos sistemas.

§ 6.-NOMBRAMIENTOS DEL CONSEJO.

(A) No obstante, cualquier otra disposici n de la presente Carta:

- (1) cada miembro del consejo de la ciudad podr  contratar asistentes y otros miembros del personal de la oficina seg n sea necesario para llevar a cabo las funciones y responsabilidades del consejo de la ciudad, y seg n lo autorice la ordenanza;
- (2) cada uno de los empleados asalariados de la ciudad que esta Carta proporciona ser  nombrado por el consejo de la ciudad

contratará y administrará el propio personal del designado según lo autorice la ordenanza;

(3) el consejo de la ciudad puede prever por ordenanza la adopción de las políticas de personal para los empleados sujetos a esta sección.

(B) Si un oficial o empleado que es nombrado por el alcalde o por el consejo de la ciudad bajo esta carta, que no sea un juez de la corte municipal, anuncia la candidatura, o de hecho se convierte en un candidato, en cualquier elección general, especial o primaria, para cualquier puesto público electivo, el anuncio o candidatura del oficial o empleado es una renuncia automática de la oficina o el empleo.

ARTICULO X.-PLANIFICACIÓN.

§ 2.-LA COMISIÓN DE PLANIFICACIÓN - ORGANIZACIÓN.

Se establecerá una comisión de planificación que consistirá en ciudadanos de la ciudad de Austin que deben ser votantes registrados en la ciudad y deben haber residido dentro de la ciudad durante un año el próximo año antes de su nombramiento. La comisión de planificación tendrá un número de miembros igual al número de miembros en el consejo más dos miembros adicionales, un mínimo de dos tercios de los miembros que serán miembros laicos no vinculados directa o indirectamente con bienes raíces y desarrollo de terrenos. El ~~[gerente de la ciudad]~~ alcalde, el presidente de la junta de ajustes de zonificación, el director de obras públicas y el presidente de la mesa directiva del Distrito Escolar Independiente de Austin servirán como miembros ex officio. ~~[El]~~ cada concejal nombra a un miembro para que sirva en la comisión y de esa manera la comisión tendrá representación de cada miembro del consejo y dichos comisionados servirán un plazo de hasta dos años. Los otros dos miembros de dicha Comisión serán nombrados por el alcalde para un plazo de hasta dos años. El calendario de nombramientos, así como un proceso para la eliminación de comisionados antes de la expiración de un plazo se establecerán por ordenanza. La comisión elegirá a un presidente de entre sus miembros y se reunirá no menos de una vez al mes. Las vacantes en un período no vencido serán cubiertas por ~~[el consejo]~~ la entidad que hizo el nombramiento para el resto del plazo.

§ 3.-DIRECTORES DE PLANIFICACIÓN, GESTIÓN DEL CRECIMIENTO Y SERVICIOS DE DESARROLLO DE TERRENOS.

El consejo de la ciudad creará por ordenanza el departamento o departamentos necesarios para proporcionar apoyo técnico y administrativo en las áreas de planificación, gestión del crecimiento y desarrollo de la tierra, y el director de dichos departamentos será nombrado por el [~~gerente de la ciudad~~] alcalde.

4.-LA COMISIÓN DE PLANIFICACIÓN - PODERES Y DEBERES.

La Comisión de planificación deberá:

(1) Revisar y hacer recomendaciones al consejo con respecto a la adopción e implementación de un plan integral (según se define en la sección 5 de este artículo) o elemento o parte del mismo preparado bajo la autorización del consejo de la ciudad y bajo la dirección del [~~consejo de la ciudad~~] alcalde y del personal responsable de urbanismo;

(2) Después de que se haya adoptado un plan integral o elemento integral o una parte de este de conformidad con este artículo:

(a) Revisar y hacer recomendaciones al consejo sobre todas las enmiendas al plan integral o elemento integral o parte de este;

(b) Revisar y hacer recomendaciones al Consejo sobre todas las propuestas para adoptar o modificar los reglamentos de desarrollo de terrenos con el fin de establecer la relación de dicha propuesta con el plan integral o elemento o parte de esta adoptado con él. A los efectos de este artículo y subsección, las "reglamentaciones de desarrollo de terrenos" incluyen la zonificación, subdivisión, construcción y construcción, regulaciones ambientales y otras regulaciones de poder policial que controlan, regulan o afectan el uso o desarrollo de terrenos;

(3) De conformidad con las ordenanzas adoptadas por el consejo, ejercer control sobre el revestimiento y la subdivisión de tierras dentro de los límites corporativos y la jurisdicción extraterritorial de la ciudad para asegurar la

coherencia de dichos plats o subdivisión con el plan integral o elemento integral o parte de estos que se hayan adoptado;

(4) Presentar anualmente al [~~gerente de la ciudad~~] alcalde, no menos de 90 días antes del comienzo del año presupuestario, una lista de mejoras de capital recomendadas, que en el dictamen de la comisión son necesarias o deseables para implementar el plan integral o elemento integral adoptado o parte de este durante el próximo periodo de cinco años;

(5) Monitorear y supervisar la eficacia y el estado del plan integral y recomendar anualmente al consejo cualquier cambio o modificación del plan integral que se desee o se requiera;

(6) Preparar informes periódicos de evaluación y asesoramiento sobre el plan integral, que se enviarán al consejo al menos una vez cada cinco años después de la adopción del plan integral o elemento o parte de este;

(7) Requerir información del [~~gerente de la ciudad~~] alcalde en relación con el trabajo (de la comisión);

La comisión será responsable y actuará como órgano consultivo del consejo y desempeñará las funciones adicionales y ejercerá las facultades adicionales que puedan ser prescritas por ordenanza del consejo no incompatibles con las disposiciones de esta Carta.

§ 5.-EL PLAN INTEGRAL.

El consejo adoptará por ordenanza un plan integral, que constituirá el plan integral y general. El plan integral contendrá las políticas de [~~el consejo~~] la ciudad, del crecimiento, desarrollo y embellecimiento de terrenos dentro de los límites corporativos y la jurisdicción extraterritorial de la ciudad, o para porciones geográficas de la misma, incluyendo planes de vecindad, de comunidades o de áreas completas. El plan integral incluirá los siguientes elementos: 1) un elemento sobre el uso de terrenos en el futuro; 2) un elemento de circulación de tráfico y de transporte masivo; 3) un elemento de aguas residuales, residuos sólidos, drenaje y agua potable; 4) un elemento de conservación y recursos ambientales; (5) un elemento de recreación y espacio abierto; 6) un elemento de vivienda; 7) un elemento

de servicios e instalaciones públicas, que incluirá, entre otros, un programa de mejora de capital; 8) un elemento de edificios públicos e instalaciones conexas; 9) un elemento económico para el desarrollo y la reurbanización comerciales e industriales; y (10) elemento de salud y servicio humano.

El consejo también puede adoptar por ordenanza otros elementos que sean necesarios o deseables para establecer e implementar políticas de crecimiento, desarrollo y embellecimiento dentro de la ciudad, su jurisdicción extraterritorial, o para porciones geográficas de los mismos, incluyendo planes de vecindad, comunidades o áreas completas. El consejo establecerá la financiación de todos los elementos contenidos en el plan global de conformidad con la ley.

Los diversos elementos del plan integral se coordinarán y serán coherentes internamente. Cada elemento incluirá recomendaciones de política para su aplicación y se aplicará, en parte, mediante la adopción y aplicación de reglamentos de desarrollo de terrenos apropiados.

La comisión de planificación remitirá el plan o elemento integral o parte de este propuesto al ~~[gerente de la ciudad]~~ alcalde, que deberá presentar al mismo plan, o elemento o parte de este, al consejo con recomendaciones al mismo.

El consejo puede adoptar, o adoptar con cambios o enmiendas, el plan integral propuesto o elemento o parte de este, después de al menos una audiencia pública. El consejo actuará sobre dicho plan, elemento o parte de este, dentro de los 60 días siguientes a su presentación por el ~~[gerente de la ciudad]~~ alcalde. Si dicho plan o elemento o parte de este no es adoptado por el consejo, deberá, junto con las guías necesarias de la política a seguir, devolver dicho plan o elemento de este, a la comisión de planificación, que podrá modificar dicho plan o elemento o parte de este, y volver a remitirlo al ~~[consejo de la ciudad]~~ alcalde para que lo someta en la misma manera al consejo. Además, todas las modificaciones del plan integral o elemento o parte del mismo recomendado por la comisión de planificación se remitirán al ~~[gerente de la ciudad]~~ alcalde y estarán sujetas a revisión y adopción de la misma manera que para la adopción original del plan integral como se establece anteriormente.

ARTÍCULO XI.-FRANQUICIAS Y UTILIDADES PÚBLICAS.

§ 3.-ORDENANZA PARA CONCEDER FRANQUICIAS.

Toda ordenanza que conceda, renueve, amplíe o modifique una franquicia se leerá en tres reuniones ordinarias del consejo, y no se actuará finalmente hasta 30

días después de la primera lectura de esta. Dentro de los cinco días siguientes a cada una de las tres lecturas de la ordenanza, el texto completo de la misma se publicará una vez en algún periódico de circulación general en la ciudad, y los gastos de dicha publicación se pagan por el futuro poseedor de la franquicia. Ninguna de esas ordenanzas entrará en vigor hasta la expiración de 60 días a partir de la fecha de ~~su aprobación final por el consejo~~ aprobación del alcalde o anulación del veto del alcalde, y cada ordenanza de este tipo estará sujeta al procedimiento de referéndum previsto por la ley estatal.

§ 5.-REGULACION DE FRANQUICIAS.

Toda subvención, renovación, extensión, o enmienda de una franquicia otorgada en virtud de este artículo, sea o no previsto en la ordenanza, estará sujeta al derecho del consejo por ordenanza de:

- (1) Rescindir dicha franquicia por ordenanza en cualquier momento por no haber cumplido con los términos de la franquicia por parte del poseedor de esta, dicho poder se ejercería solo después de la notificación y la audiencia.
- (2) Imponer regulaciones razonables para asegurar un servicio seguro, eficiente y continuo al público.
- (3) Exigir la expansión y ampliación de las plantas e instalaciones que sean necesarias para prestar un servicio adecuado al público.
- (4) Exigir a cada poseedor de franquicia que entregue a la ciudad, sin costo para la ciudad, información completa sobre la ubicación, carácter, extensión y condición de todas las instalaciones de dicho poseedor de franquicia en, más y debajo de las calles, callejones y otros bienes públicos de la ciudad; y para regular y controlar la ubicación, reubicación y remoción de dichas instalaciones.
- (5) Para cobrar de cada poseedor de franquicia que opera en la ciudad su justa y justa proporción del gasto de excavar, nivelar, pavimentar, repavimentar, construir, reconstruir, drenar, reparar, mantener, iluminar, barrer y regar tales porciones de los callejones, puentes, alcantarillas, viaductos, y otros lugares y formas públicas de la ciudad que puedan ser ocupados o utilizados en su totalidad o en parte por tales servicios públicos; u obligar a dicho poseedor de la franquicia a realizar, a su propio

costo, su parte justa de tales excavaciones, nivelación, pavimentación, repavimentación, construcción, reconstrucción, drenaje, reparación, mantenimiento, iluminación, barrido y regar.

(6) Exigir a cada poseedor de franquicia que permita que otro poseedor de la franquicia utilice sus vías, postes, cables, tuberías u otras instalaciones, incluidos puentes y viaductos, siempre que a juicio del consejo dicho uso sea de interés público, siempre que en tal caso el consejo fije un alquiler razonable que se pagará al propietario de la instalación para dicho uso, previo aviso a las partes interesadas y una audiencia de los hechos.

- (7) (a) Prescribir la forma de cuentas mantenidas por cada poseedor de la franquicia.
- (b) Examinar y auditar en cualquier momento las cuentas y otros registros de cualquier poseedor de franquicia.
- (c) Exigir informes anuales y de otro tipo, incluidos los informes sobre las operaciones locales de la empresa de servicios públicos, que deberán ser de la forma que contengan la información que el consejo prescriba.

(8) Exigir y cobrar cualquier compensación y alquiler no ahora o en lo sucesivo prohibido por las leyes de este estado.

(9) Exigir a los titulares de franquicias que soliciten un aumento de tarifas, cargos o pasajes, que reembolsen a la ciudad los gastos razonables incurridos en el empleo de consultores de tarifas para llevar a cabo investigaciones, presentar pruebas y asesorar al consejo sobre dicho aumento solicitado.

ARTICULO XII.-PROVISIONES GENERALES.

§ 3.-AVISO DE RECLAMOS

Antes de que la Ciudad de Austin asuma responsabilidad de los daños por la muerte o lesiones personales de cualquier persona o por daños o destrucción de bienes de cualquier tipo, que no constituya una toma o daño de propiedad bajo el Artículo I, Sección 17, Constitución de Texas, la persona herida, si vive, o sus

representantes, si está muerto, o el propietario de la propiedad dañada o destruida, notificará al consejo de la ciudad o al ~~[gerente de la ciudad]~~ alcalde por escrito de dicha muerte, lesión, daño o destrucción, debidamente verificada por declaración jurada, dentro de los 45 días posteriores a la misma, indicando específicamente en dicha notificación por escrito cuando, cuando, y cómo ocurrió la muerte, lesión, daño o destrucción, y la aparente, el importe de los daños sufridos, la residencia real del demandante por calle y número en la fecha de presentación de la reclamación, la residencia real de dicho reclamante durante seis meses inmediatamente anterior a la ocurrencia de dicha muerte, lesión, daño o destrucción, y los nombres y direcciones de todos los testigos en los que se basa para establecer la reclamación por daños y perjuicios; y el hecho de no notificarlo al consejo o al ~~[gerente de la ciudad]~~ alcalde dentro del tiempo y la forma especificados en el presente documento eximirá, excusará y eximirá a la ciudad de cualquier responsabilidad. Ningún acto de ningún oficial o empleado de la ciudad renunciará al cumplimiento, ni previene que la ciudad exija el cumplimiento, con las disposiciones de esta sección en cuanto a aviso, pero tales disposiciones pueden ser renunciadas por resolución del consejo, hechas y aprobadas antes de la expiración del plazo de 45 días aquí previsto, y evidenciadas por las actas del consejo.

PARTE 5: Si la Proposición G es aprobada por la mayoría de los votantes que votan en la elección, la Carta de la Ciudad se modifica para que diga lo siguiente:

ARTÍCULO I.-INCORPORACIÓN, FORMA DE GOBIERNO, PODERES.

§ 8.-TRANSICIÓN.

Las modificaciones del Artículo II, Sección 1, Párrafo C y Artículo II, Sección 3, surtirán efecto inmediatamente, para prever un consejo compuesto por 11 miembros del consejo elegidos de los distritos uni-miembro que entrarán en vigor después de las elecciones generales de noviembre de 2022.

ARTÍCULO II.-EL CONSEJO.

§ 1.-MIEMBROS DEL CONSEJO.

(A) El Consejo se compone de:

- (1) un alcalde electo de la ciudad entera; y
- (2) ~~[40]~~11 concejales electos de distritos uni-miembro.

- (B) El término "miembro(s) del consejo" incluye el alcalde a no ser que de otra manera sea previsto.
- (C) La Comisión Ciudadana Independiente de Redistribución, como se prescribe en la Sección 3 será autorizada para dividir a la ciudad en ~~[40]~~¹¹ distritos geográficos concejales para la elección de miembros de consejo. La comisión designará cada distrito concejal con un número o por alguna otra designación.

§ 3.-REDISTRITACIÓN.

- (A) A los efectos de esta sección, se definen los siguientes términos.
- (1) COMISIÓN significa la Comisión de Redistribución de Ciudadanos Independientes.
- (2) PERSONA QUE PREDOMINA significa un oficial, director, gerente, director o accionista o miembro que posee al menos el 10% de la propiedad de una entidad jurídica.
- (3) DÍA significa un día calendario, excepto que, si el último día de un período dentro del cual se va a realizar un acto es un sábado, domingo o día festivo en el que las oficinas de la ciudad de Austin están cerradas, el período se extiende hasta el día siguiente que no es un sábado, domingo o día festivo en el que las oficinas de la ciudad de Austin están cerradas.
- (4) PANEL significa el Panel de Revisión de Solicitantes de tres auditores calificados e independientes que examina a los solicitantes de la comisión.
- (5) AUDITOR INDEPENDIENTE CALIFICADO significa un auditor que actualmente tiene licencia de la Junta de Contabilidad Pública de Texas y ha sido auditor independiente en ejercicio durante al menos cinco años antes de la designación al Panel de Revisión de Solicitantes.
- (6) CONYUGE significa cónyuge de matrimonio con licencia, cónyuge de derecho común o pareja doméstica reconocida,

(7) NEGLIGENCIA SUSTANCIAL DE LOS DEBERES SIGNIFICA que una persona ha hecho caso omiso de un deber manifiesto, prescrito por esta sección, intencionalmente, a sabiendas o negligentemente. La mitad o más de las reuniones en un período de tres meses constituye un descuido sustancial del deber.

(B) En 2013 y a partir de entonces en cada año siguiente al año en que se realiza el censo nacional bajo la dirección del Congreso a principios de cada década, la comisión ajustará las líneas límite de los distritos uninominales ~~[40]~~¹¹ de conformidad con las normas y el proceso establecidos en este artículo. La comisión se establecerá en su totalidad a más tardar el 1 de julio de 2013, y a partir de entonces a más tardar el 1 de marzo de cada año que termine en el número (1). La comisión no trazará las líneas del distrito en ningún otro momento, excepto si los distritos deben ser redibujados debido a una decisión judicial que invalide el plan de distrito existente en ese momento, en su totalidad o en parte, o la fecha de la elección de la ciudad se traslada. Si se mueve la fecha de la elección de la ciudad, entonces las fechas en este artículo se ajustarán para asegurar que la comisión tenga tiempo suficiente para trazar las líneas antes de la fecha de la elección.

(C) La Comisión deberá:

- (1) llevar a cabo un proceso abierto y transparente que permita la plena consideración pública y comentarios sobre el dibujo de las líneas distritales;
- (2) trazar líneas distritales de acuerdo con los criterios de redistribución especificados en esta sección; y
- (3) comportarse con integridad y justicia. Este proceso de selección está diseñado para producir una comisión que es independiente de la influencia del consejo de la ciudad y es razonablemente representativa de la diversidad de esta ciudad.

(D) La Comisión se compone de 14 miembros.

- (1) Cada miembro de la comisión será un votante que haya estado

registrado continuamente en la ciudad de Austin durante cinco o más años inmediatamente anterior a la fecha de su nombramiento. Cada miembro de la comisión, excepto el miembro estudiante descrito a continuación, habrá votado en al menos tres de las últimas cinco elecciones generales de la ciudad de Austin inmediatamente anteriores a su solicitud. Un miembro de la comisión será un estudiante debidamente inscrito en un colegio comunitario o universidad en la ciudad de Austin y que reside y está registrado para votar en la ciudad de Austin.

- (2) El mandato de cada miembro de la comisión expira tras el nombramiento del primer miembro de la comisión siguiente en el año al año en que se realiza el censo nacional.
- (3) Nueve miembros de la comisión constituirán quórum. Se requerirán nueve o más votos afirmativos para cualquier acción oficial, incluyendo la aprobación de un plan final que establezca los límites de cualquier distrito del consejo.
- (4) Cada miembro de la comisión aplicará esta sección de una manera que sea imparcial y que refuerce la confianza del público en la integridad del proceso de redistribución. Un miembro de la comisión será inelegible, por un período de 10 años a partir de la fecha de nombramiento, para ocupar un puesto público electivo para la ciudad de Austin. Un miembro de la comisión no será elegible, por un período de tres años a partir de la fecha de nombramiento, para ocupar un puesto público designado para la ciudad de Austin, para servir como personal pagado para, o como consultor pagado para, la ciudad de Austin, el consejo de la ciudad, o cualquier miembro del consejo de la ciudad, o para recibir un contrato de oferta no competitiva con la ciudad de Austin. Este plazo de tres años de prohibición de tener una consultoría remunerada o de celebrar contratos de oferta no competitiva se aplica al miembro individualmente y a todas las entidades para las que el miembro es una persona controladora.

(E) La comisión establecerá los límites de los distritos del consejo para la ciudad de Austin en un plan utilizando los siguientes criterios según lo establecido en el siguiente orden de prioridad:

- (1) distritos cumplirán con la Constitución de los Estados Unidos. Cada distrito del consejo tendrá una población razonablemente igual a otros distritos, excepto cuando se requiera una desviación para cumplir con la Ley Federal de Derecho al Voto o sea permisible por ley
- (2) los distritos deberán cumplir con la Ley Federal de Derecho al Voto (52 U.S.C Sec. 10101 y siguientes) y cualquier otro requisito de la ley federal o estatal.
- (3) distritos serán geográficamente contiguos.
- (4) la integridad geográfica de cualquier vecindario o comunidad locales de interés se respetará de una manera que minimice su división en la medida de lo posible sin violar los requisitos de ninguna de las subsecciones anteriores. Una comunidad de interés es una población contigua que comparte intereses sociales y económicos comunes que deben incluirse dentro de un único distrito para los fines de su representación efectiva y justa. Las comunidades de interés no incluirán relaciones con partidos políticos, titulares o candidatos políticos.
- (5) en la medida de lo posible, se trazarán los límites de los distritos para fomentar la compactación geográfica de modo que no se eludan las zonas de población cercanas para las poblaciones más distantes.
- (6) en la medida de lo posible, los límites de los distritos se trazarán utilizando los límites de los distritos electorales existentes.

(7) en la medida de lo posible, los límites de los distritos se trazarán utilizando límites geográficamente identificables.

(F) El lugar de residencia de cualquier candidato político potencial o poseedor no se considerará en la creación de un plan o cualquier distrito. Los distritos no se elaborarán con el propósito de favorecer o discriminar a ningún candidato, candidato o grupo políticos.

(G) A más del 1 de diciembre de 2013, y a partir de entonces, a más del 1 de noviembre de cada año que termine en el número uno, la comisión adoptará un plan final para la ciudad de Austin que describa específicamente los límites del distrito para cada uno de los distritos del consejo prescritos anteriormente. Tras la adopción, la comisión certificará el plan al consejo de la ciudad. El consejo de la ciudad no puede cambiar el plan. El plan tendrá la fuerza y el efecto de la ley.

(1) La comisión emitirá un informe que explique la base sobre la que se basan los criterios enumerados anteriormente e incluirá definiciones de los términos y normas utilizados para elaborar el plan final.

(2) Si la comisión no adopta un plan final para las fechas de esta sección, el abogado de la ciudad de Austin solicitará inmediatamente a una corte estatal una orden que prescriba las líneas de límite de los distritos uni-miembro de acuerdo con los criterios y requisitos de redistribución establecidos en esta sección. El plan prescrito por la corte se utilizará para todas las elecciones posteriores del consejo de la ciudad hasta que la comisión adopte un plan final para reemplazarlo.

(H) La comisión tiene la única capacidad legal para defender cualquier acción relativa a un mapa final certificado, e informará al consejo de la ciudad si determina que los fondos u otros recursos previstos para el funcionamiento de la comisión no son adecuados. El consejo de la ciudad proporcionará una financiación adecuada para defender cualquier acción relativa a un mapa certificado. La comisión tiene autoridad exclusiva para determinar si el procurador de la ciudad u otro abogado retenido por la comisión a su discreción representará la comisión en defensa de un mapa final certificado.

(I)Proceso para Seleccionar la Comisión.

(1)A más tardar el 1 de diciembre de 2012, y a partir de entonces, a más tardar el 1 de junio de cada año, que termine en el número cero, el Auditor de la Ciudad de Austin iniciará y divulgará ampliamente un proceso de solicitud, abierto a todos los votantes registrados de la Ciudad de Austin que cumplan con los requisitos de la subdivisión 3(D)(1) anterior, de una manera que promueva una gran variedad (por raza, etnia, género y geografía) y grupo de solicitantes de comisionado calificados. El Auditor de la Ciudad tomará todas las medidas razonables y necesarias para asegurar que la agrupación tenga los números requeridos, la diversidad y las calificaciones. Este proceso permanecerá abierto hasta el 1 de febrero de 2013 y posteriormente hasta el 30 de septiembre de cada año que finalice en el número cero.

(2)A más tardar el 1 de diciembre de 2012 y a partir de entonces a más tardar el 1 de junio de cada año que termine en el número cero, el Auditor de la Ciudad de Austin iniciará y divulgará ampliamente un proceso de solicitud, abierto a todos los auditores independientes calificados que residan en la ciudad de Austin y que cumplan con los requisitos de la subdivisión 3(A)(5) anterior, de una manera que promueva un gran grupo de solicitantes y diversidad por raza, etnia, género y geografía. Este proceso permanecerá abierto hasta el 1 de febrero de 2013 y posteriormente hasta el 1 de septiembre de cada año que finalice en el número cero.

(3) El Auditor de la Ciudad de Austin eliminará del comisionado o del auditor independiente a cualquier persona con conflictos de intereses, incluyendo:

(a)Dentro de los cinco años inmediatamente anteriores a la fecha de solicitud, el solicitante o su cónyuge, deberán haber realizado cualquiera de los siguientes:

(i)ha sido designado, elegido para, o han sido candidatos a puesto s estatales o municipales.

(ii)se desempeñó como oficial, empleado o consultor pagado de un partido político o del comité de campaña de un candidato para la oficina electiva del estado, condado o ciudad.

(iii)ha actuado como cabildero registrado al nivel estatal o local.

(iv)aportó o agrupó \$1,000 o más en conjunto a los candidatos para el puesto electivo de la Ciudad de Austin en las últimas elecciones municipales.

(b) Una persona que ha sido, dentro de los tres años inmediatamente anteriores a la fecha de solicitud: un empleado pagado de la ciudad de Austin; persona que realiza servicios pagados bajo un contrato profesional o político a la ciudad de Austin, al consejo de la ciudad, o a cualquier miembro del consejo de la ciudad; cualquier persona controladora de dicho consultor; o un cónyuge de cualquiera de los anteriores.

(4)A más tardar el 15 de febrero de 2013, y a más tardar el 1 de octubre de cada año que termine en el número cero, el Auditor de la Ciudad revisará a los solicitantes para el panel de revisión del auditor y eliminará a aquellos que no cumplan con los requisitos prescritos en la subdivisión 3(A)(5) o tengan conflictos de intereses definidos por la subdivisión 3(I)(3). A más tardar el 15 de febrero de 2013, y a más tardar el 1 de octubre de cada año que termine en el número cero, el Auditor de la Ciudad extraerá en una reunión pública aleatoriamente los nombres de tres auditores independientes calificados de un grupo compuesto por todos los auditores independientes calificados, sin conflictos de intereses, que hayan solicitado servir en el Panel de Revisión de Solicitantes. Después del sorteo, el Auditor de la Ciudad notificará a los tres auditores independientes calificados cuyos nombres hayan sido dibujados que han sido seleccionados para servir en el panel. Si alguno de los tres auditores independientes calificados se niega a servir en el panel o es descalificado debido a cualquier conflicto de

intereses prescrito anteriormente en la subdivisión 3(I)(2), el Auditor de la Ciudad reanudará el sorteo aleatorio en una reunión pública tan pronto como sea posible hasta que tres auditores independientes calificados que cumplan con los requisitos de esta sección hayan acordado servir en el panel.

(5).A más tardar el 1 de marzo, 2013, y a partir de entonces a más tardar el 31 de octubre de cada año que termine en el número cero, el Auditor de la Ciudad habrá revisado y eliminado a las personas con conflictos de intereses tal como se definen en la subdivisión 3(I)(3), o que no cumplan con la calificación prescrita en la subdivisión 3(D)(1), entre los solicitantes de comisiones, y luego divulgará los nombres en el grupo de información y las copias de sus solicitudes al Panel de Revisión de Solicitantes.

(6)A más tardar el 1 de mayo de 2013, y a partir de entonces, a más tardar el 15 de enero de cada año, que termine en el número uno, el Panel de Revisión de Solicitantes seleccionará un grupo de 60 solicitantes entre los solicitantes calificados. Estas personas serán los solicitantes más calificados sobre la base de las habilidades analíticas pertinentes, la capacidad de ser imparciales, la residencia en varias partes de la ciudad, y el aprecio por la diversa demografía y geografía de la ciudad de Austin. Los miembros del Panel de Revisión de Solicitantes no se comunicarán directa o indirectamente con ningún miembro electo del ayuntamiento, o sus representantes, sobre cualquier asunto relacionado con el proceso de nominación o cualquier solicitante antes de la presentación por el panel tocante la agrupación de solicitantes recomendados al consejo de la ciudad.

(7)A más tardar el 2 de mayo de 2013, y a más tardar el 16 de enero de cada año que termine en el número uno a partir de entonces, el Panel de Revisión de Solicitantes presentará su grupo de 60 solicitantes recomendados al consejo de la ciudad. Cada miembro del consejo de la ciudad en un plazo de cinco días por escrito puede eliminar hasta un solicitante de la agrupación de solicitantes. No tiene que haber razón para eliminar. Cualquier solicitante eliminado por cualquier miembro del consejo de la ciudad debe ser removido

de la agrupación de solicitantes. A más tardar el 8 de mayo de 2013, y a partir de entonces, antes del 22 de enero de cada año, el Panel de Revisión de Solicitantes presentará el grupo de solicitantes restantes al Auditor de la Ciudad.

(8) A más tardar el 9 de mayo de 2013 y a partir de entonces, antes del 23 de enero de cada año que termine en el número uno, el Auditor de la Ciudad extraerá aleatoriamente en una reunión pública ocho nombres del grupo restante de solicitantes. Estas ocho personas servirán en la comisión.

(9) más tarde del 30 de junio de 2013, y a partir de entonces, a más tardar el 28 de febrero de cada año, que termine en el número uno, los ocho comisionados revisarán los nombres restantes en el grupo de solicitantes y, de los restantes solicitantes en ese grupo, nombrarán a seis solicitantes para la comisión. Estos seis designados deben ser aprobados por al menos cinco votos afirmativos entre los ocho comisionados. Estos seis designados serán elegidos para asegurar que la comisión refleje la diversidad de la ciudad de Austin, incluyendo, pero no limitado a, la diversidad racial, étnica y de género. Sin embargo, no se pretende que se apliquen fórmulas o proporciones específicas a tal efecto. Los solicitantes también serán elegidos en función de las habilidades analíticas pertinentes y de la capacidad de ser imparciales. En cuanto a la diversidad geográfica, para la primera redistribución en 2013, los ocho comisionados nombrarán a los seis miembros restantes para asegurar la diversidad geográfica y que al menos tres comisionados son de cada uno de los cuatro distritos de Comisionados del Condado de Travis existentes, en la medida de lo posible con los seis escaños abiertos restantes. En cuanto a la redistribución en cada año que termina en el número uno a partir de entonces, los ocho comisionados se asegurarán de que tocante a los seis puestos restantes, deberán seleccionar al menos un miembro a la comisión que resida en cada uno de los distritos actuales del consejo, en la medida de lo posible.

(10) Una vez constituida, la Comisión llevará a cabo audiencias y

adoptará un plan para los límites de los distritos del consejo de la ciudad según lo requiera la Carta de la Ciudad de Austin.

(J) Comisión Ciudadana de Redistribución-Vacantes, Remoción, Renuncias, o Ausencias.

(1) En caso de negligencia sustancial del deber, mala conducta grave en el puesto, o incapacidad para cumplir con los deberes de puesto, un miembro de la comisión, habiendo sido notificado por escrito y provisto de una oportunidad para una respuesta, puede ser eliminado por una votación de 10 de los comisionados.

(2) Cualquier vacante, ya sea creada por expulsión, renuncia o ausencia, en los 14 puestos de la comisión será cubierta por la comisión dentro de los 15 días posteriores a la vacante, del grupo restante de solicitantes y de conformidad con los requisitos de los solicitantes de la subdivisión 3(I)(8). El nombramiento debe ser aprobado por nueve miembros.

(K) Las actividades de la comisión son sujetas a todo lo siguiente:

(1) la comisión cumplirá con todos los requisitos estatales y municipales para las reuniones abiertas.

(2) los récords de la comisión y todos los datos considerados por la comisión son récords públicos que se pondrán a disposición de manera que garanticen un acceso público inmediato y generalizado.

(3) los miembros de la comisión y el personal de la comisión no pueden comunicarse ni recibir comunicaciones sobre asuntos de redistribución de nadie fuera de una audiencia pública. Este párrafo no prohíbe la comunicación entre los miembros de la comisión, el personal de la comisión (que excluirá al personal de cualquier miembro del consejo), el abogado y los consultores retenidos por la comisión que de otro modo permite los requisitos de reunión abierta del estado y de la ciudad.

(4) la comisión seleccionará a uno de sus miembros para que actúe como presidente y uno para que actúe como vicepresidente. El presidente y el vicepresidente seguirán siendo miembros con derecho a voto de la comisión.

(5) la comisión contratará personal de comisiones, asesores jurídicos y consultores según sea necesario; sin embargo, siempre que la indemnización de dichas personas se limite al período de actividad de la comisión. La comisión establecerá criterios claros para la contratación y eliminación de estas personas, protocolos de comunicación y un código de conducta. La comisión aplicará los conflictos de intereses enumerados en la subdivisión 3(I)(3) a la contratación de personal, asesoría jurídica y consultores. La comisión exigirá que al menos uno de los asesores jurídicos contratados por la comisión haya demostrado una amplia experiencia y experiencia en la implementación y aplicación de la Ley Federal de Derecho al Voto de 1965 (52 U.S.C sección 10101 y siguientes). La comisión tomará decisiones de contratación, remoción o contratación sobre personal, asesoría legal y consultores por nueve o más votos afirmativos.

(6) sin perjuicio de cualquier otra disposición de la ley, ningún empleador despedirá, amenazará con dar de alta, intimidar, coaccionar o tomar represalias contra cualquier empleado debido a la membresía de dicho empleado en la comisión o asistencia o asistencia programada a cualquier reunión de la comisión.

(7) La comisión establecerá e implementará un proceso de audiencia abierto para la contribución y deliberación pública que estará sujeta a notificación pública y promovida a través de un amplio programa de divulgación para solicitar a un público amplio la participación en el proceso de revisión pública de la redistribución. El proceso de audiencia comenzará con audiencias para recibir aportes públicos antes de que la comisión vote y apruebe un plan preliminar de redistribución. En 2013, habrá al menos dos audiencias públicas de este tipo, antes de que la comisión vote un plan preliminar, en cada uno de los cuatro distritos del

Comisionado del Condado de Travis, y en cada año terminando en el número uno a partir de entonces, habrá al menos una audiencia pública de este tipo, antes de que la comisión vote un plan preliminar de redistribución en cada uno de los distritos del consejo existentes en ese entonces [40]11. Además, estas audiencias se complementarán con todas las demás actividades apropiadas para aumentar aún más las oportunidades para que el público observe y participe en el proceso de revisión.

Después de la votación de la comisión por la que se aprueba el plan preliminar, habrá al menos cuatro audiencias públicas, geográficamente dispersas con al menos una audiencia en cada uno de los cuatro distritos de los comisionados del condado de Travis y cada audiencia se llevará a cabo en una fecha diferente. La comisión también mostrará el plan preliminar aprobado para comentarios públicos escritos de una manera diseñada para lograr el acceso público más amplio razonablemente posible. Los comentarios públicos escritos se aceptarán durante al menos 14 días a partir de la fecha de exhibición pública del plan preliminar aprobado. La comisión votará entonces un plan final propuesto y luego celebrará dos audiencias públicas posteriores, una al norte de Lady Bird Lake y otra al sur de Lady Bird Lake y se aceptarán por un mínimo de cinco días comentarios escritos del público. La comisión finalizará con todas las audiencias y adoptará un plan final a más tardar el 1 de diciembre de 2013, y posteriormente a más tardar el 1 de noviembre de cada año que termine en el número uno.

(8) los miembros de la comisión no serán compensados por su servicio. Los miembros del panel y la comisión son elegibles para el reembolso de los gastos personales razonables y necesarios incurridos en relación con los deberes realizados de conformidad con este acto.

(9) el consejo de la ciudad deberá asignar fondos suficientes para satisfacer el costo operativo de la comisión y el costo de cualquier

programa de divulgación para solicitar una amplia participación pública en el proceso de redistribución.

(10) la comisión permanecerá inactiva excepto cuando sea necesario para cumplir con sus deberes bajo esta ordenanza y la Carta de la Ciudad de Austin.

PARTE 6. Si la Proposición H es aprobada por la mayoría de los votantes que votan en la elección, la Carta de la Ciudad se modifica para que diga lo siguiente:

ARTICULO III.-ELECCIONES.

§ 10.-PROGRAMA DE DÓLARES DE DEMOCRACIA.

(A) Propósito. El Programa de Dólares de Democracia ("Programa") es esencial para asegurar que toda la gente de Austin tenga la misma oportunidad en campañas políticas y de ser considerada por los candidatos, para fortalecer la democracia, para cumplir con los propósitos de los distritos uni-miembro, para mejorar la competencia entre candidatos y prevenir la corrupción.

(B) Definiciones. A los efectos de esta sección, los siguientes términos tienen los siguientes significados:

(1) Puesto elegido de la ciudad. El término "puesto elegido de la ciudad" significa el puesto de alcalde o miembro del concejo de la ciudad.

(2) Ciclo electoral. El término "ciclo electoral" significa el período entre (a) el 365vo día antes de la fecha de las elecciones generales y (b) el más tarde de la fecha de la elección general y la fecha de cualquier elección secundaria para un puesto elegido de la ciudad requerido por los resultados de las elecciones generales.

(1) Poseedor. El término "poseedor" se refiere a la persona que tiene un vale de Dólares de Democracia y lo puede asignar.

(4) Contribuciones válidas. El término "contribución válida" significa una

contribución de al menos \$10 de un residente adulto de Austin (18 años o más) que es una persona física y es elegible bajo la ley federal para hacer contribuciones políticas.

(5) Límite agregado de vales. El término "límite agregado de vales" significa el valor acumulado en dólares de los Vales de Dólares de Democracia que puede ser canjeado por un candidato para una elección general o la elección secundaria.

(C) Emisión de Dólares de Democracia.

(1) Cantidad y entrega. A más tardar el primer día hábil de junio de 2022 y el primer día hábil de marzo de cada año electoral municipal posterior, el/la secretario/a de la ciudad enviará por correo a cada persona que se encontraba en o alrededor del 1 de enero debidamente y activamente registrado para votar en Austin, a su dirección apuntada en el registro de votantes, un Vale de Dólares de Democracia de \$25 por cada posición elegida de la ciudad por cual la persona pueda votar en Austin en la elección general de ese año, y será un máximo de dos Vales de Dólares de Democracia de \$25. Sin embargo, el/la secretario/a de la ciudad puede entregar Vales de dólares de democracia en línea o de otra manera si el/la secretario/a de la ciudad desea hacerlo así. A partir de entonces, el/la secretario/a de la ciudad emitirá regularmente un Vale de Dólares de Democracia de \$25 por cada puesto elegido de la ciudad por cual la persona pueda votar en Austin en la elección general de ese año, a cualquier persona que llegue a ser votante de Austin debidamente registrado después de ese 1 de enero hasta el 1 de octubre del año electoral, y después del 1 de octubre puede El/la secretario/a de la ciudad emitir vales con regularidad, a su discreción. Cualquier persona que esté activamente registrada para votar en Austin puede obtener un número equivalente de Vales de Dólares de Democracia si los solicita al secretario de la ciudad, siempre que ninguna persona tenga derecho a recibir más de un Vale de Dólares de Democracia de \$25 por cada posición elegida de la ciudad por cual la persona pueda votar en Austin en la elección general de ese año. Cualquier adulto elegible puede solicitar que los Vales de Dólares de

Democracia se envíen por correo o por correo electrónico a una dirección aunque no sea la indicada en los registros de votantes, o que sean entregados a la oficina del/la secretario/a de la ciudad, tan pronto como el/la secretario/a de la ciudad haya desarrollado un sistema seguro para dichas distribuciones de Dólares de Democracia, incluida la distribución en línea, en persona, o a alguna dirección aunque no sea la indicada en los registros de votantes. Ninguna persona que resida fuera de Austin, ninguna corporación u otra entidad no humana. y ninguna persona menor de 18 años, puede recibir un Vale de Dólares de Democracia.

(2) Formato de los Vales de Dólares de Democracia. Cada Vale de \$25 Dólares de Democracia será emitido con:

- (i) nombre completo del poseedor;
- (ii) un número de identificación única del vale;
- (iii) la elección para cual se emite el vale;
- (iv) el puesto elegido de la ciudad para cual se emite el vale;
- (v) la cantidad de fondos del vale será indicada en el vale;
- (vi) un lugar para escribir la fecha en la que el poseedor asigna el vale;
- (vii) un lugar para escribir el nombre del candidato al que el poseedor asigna el vale;
- (viii) una declaración para informar al poseedor de lo siguiente: el poseedor no puede revocar la asignación del vale, el poseedor no puede transferir el vale, el vale no tiene valor monetario, y el poseedor puede asignar el vale sólo como se indica en esta sección;
- (ix) una declaración que afirma que el poseedor asigna el vale voluntariamente, libre de coacción, y no a cambio de alguna compensación;
- (x) una línea para la firma; y
- (xi) información adicional que el/la secretario/a de la ciudad determine sea necesaria para administrar el vale.

(3) Asignación de Dólares de la Democracia. Los Vales de Dólares de Democracia solo son transferibles o asignables como se indica en el presente

documento. Un Vale de Dólares de Democracia sólo puede ser asignado a un candidato para el puesto elegido de la ciudad para cual fue emitido el vale. Cualquier persona que obtenga y posea correctamente un Vale de Dólares de Democracia puede asignarlo con solo escribir el nombre del candidato a quien se lo asignó, firmar su nombre (como poseedor del vale) y poner la fecha en donde se indica, y entregar el Vale de Dólares de Democracia con su firma y fecha al candidato, al secretario de la ciudad, o a cualquier representante del candidato que se registrará para este propósito con El/la El/la secretario/a de la ciudad. La entrega puede ser por correo, en persona (por cualquier persona a quien el poseedor pida que entregue el vale), o electrónicamente a través de un sistema seguro en línea. El/la secretario/a de la ciudad establecerá un sistema seguro en línea para la entrega de Vales de Dólares de Democracia (sin prevenir que cualquier persona elegible tenga la opción de recibir Vales de Dólares de Democracia por correo) a más tardar el 1 de enero de 2024, a menos que el/la secretario/a de la ciudad determine que esta fecha no es factible; y en cualquier caso a más tardar el 1 de enero de 2026.

(4) Limitaciones en la asignación. Una persona solo puede asignar un Vale de Dólares de Democracia a un candidato que haya elegido participar en el Programa y que haya presentado una declaración firmada de participación y compromiso con el/la secretario/a de la ciudad como se describe a continuación. No se puede asignar ningún Vale de Dólares de Democracia después del día de la elección secundaria, ni a cualquier candidato que solicite participar, pero que luego no califique, que pierda en la elección, o que quede inhabilitado para el puesto que desea, o para el Programa. Un candidato o representante del candidato registrado puede solicitar la asignación (de vales) en persona o a través de representantes o puede ayudar a un votante a acceder al sistema seguro del/la secretario/a de la ciudad en línea. Una asignación válida es irrevocable. Una persona puede asignar Vales de Dólares de Democracia de \$25 sólo a los candidatos al consejo en un distrito del consejo en el que residan y a los candidatos a alcalde, si la elección del consejo o la alcaldía está en la boleta electoral, en un ciclo electoral determinado. El consejo de la ciudad adoptará legislación que prohíba la asignación o transferencia de Vales de Dólares de Democracia por dinero en efectivo o cualquier contraprestación, así como la oferta de adquirir por medio de comprar, o vender un Vale de Dólares de

Democracia. Ninguna persona puede donar o regalar un Vale de Dólares de Democracia a otra persona, excepto cuando lo asigna a un candidato según lo dispuesto en el presente documento. Los Vales de Dólares de Democracia no tienen valor en efectivo y no son activos, ingresos o propiedad del poseedor. Un Vale de Dólares de Democracia no puede ser asignado por apoderado, poder notarial o por un agente.

(5) El asignador asume ciertos riesgos. Un Vale de Dólares de Democracia expira si el poseedor ya no es elegible para votar bajo la ley estatal, ya no es residente de Austin, o, en el caso de los Vales de Dólares de Democracia emitidos para una elección del consejo de la ciudad, si ya no es residente del distrito del consejo de la ciudad del candidato postulado para el consejo de la ciudad en la elección de la ciudad pendiente, si es que estas circunstancias suceden antes de que el/la secretario/a de la ciudad reciba el Vale de Dólares de Democracia. El poseedor de un Vale de Dólares de Democracia asume el riesgo de querer cambiar la asignación, o que el Vale de Dólares de Democracia no pueda ser canjeado debido a alguna contingencia, incluyendo pero no limitado a la indisponibilidad de los fondos del Programa; porque el candidato a quien se asigna ya haya alcanzado el límite agregado de los vales, por la muerte, descalificación, abandono de la candidatura, o por falta de redimir o usar el Vale de Dólares de Democracia; y porque el candidato no califica o viola los términos de calificación.

(6) Derogación. Se derogan las Secciones 2-2-11 a 2-2-17 del Código de la Ciudad (*Limitaciones Voluntarias de Contribuciones y Gastos*) y las Secciones 2-2-61 a 2-2-65 del Código de Campañas Justas de Austin.

(D) Candidatos Califican Con Muestras de Apoyo Público y Otros Requisitos

(1) Solo los candidatos calificados pueden canjear Vales de Dólares de Democracia. Solo candidatos que hayan solicitado participar en el Programa a la oficina del/la secretario/a de la ciudad pueden ser asignados Vales de Dólares de la Democracia. Solo un candidato certificado como calificado por el/la secretario/a de la ciudad puede canjear un Vale de

Dólares de Democracia. Solo una persona elegible para el puesto de alcalde o consejo municipal será elegible para solicitar la participación en el Programa.

(2) Requisitos del candidato para el programa. Para solicitar la calificación, el candidato deberá solicitar su participación ante el/la secretario/a de la ciudad, en o después del día 365 anterior de la fecha de la elección general y dentro de las cuatro semanas después de nombrar a un tesorero de campaña, una declaración jurada que acredite su intención de participar en el Programa, afirmando que el candidato cumplirá con los requisitos del programa y las leyes de campaña aplicables. Tales requisitos del programa son que el candidato:

- (i) cumplirá con las leyes de campaña y los límites de contribución;
- (ii) no solicitará dinero a sabiendas, o a través de sus agentes, para o en nombre de ningún comité de acción política, partido político o cualquier organización que realice un gasto independiente a favor o en contra de cualquier candidato para un puesto elegido por la ciudad dentro del mismo ciclo electoral (a los efectos de esta sección, que aparezca como orador destacado en un evento de recaudación de fondos para un comité o entidad constituirá la solicitud de dinero para dicho comité o entidad);
- (iii) participará en al menos tres debates públicos para las elecciones generales y elecciones secundarias cada una (según lo definido por el/la secretario/a de la ciudad, que a su discreción puede eliminar o reducir el número de debates, si un candidato calificado hace todos los esfuerzos razonables para participar en los debates y eventos públicos similares); y
- (iv) no solicitará ni aceptará contribuciones totales de ninguna persona o entidad que excedan los límites de contribución por cada ciclo de elección especificados en la Carta y Código de la Ciudad de Austin (incluyendo cualquier contribución utilizada para calificar para los Vales de Dólares de Democracia e incluyendo el valor de los Vales de Dólares de la Democracia asignados a dicho candidato).

(3) Firmas y Contribuciones Calificadas. Los candidatos califican para el programa cuando muestran a satisfacción del/la secretario/a de la ciudad que han recibido al menos el número de firmas requerido y las contribuciones calificadas de votantes elegibles que residen en el territorio del puesto a cual los candidatos desean ser electos: para las firmas, deberán obtener al menos el doble del número de firmas requeridas por los estatutos para ser apuntados en la boleta del puesto en que desean ser electos; y tocante las contribuciones calificadas, deberán obtener al menos 150 donaciones. El/la secretario/a de la ciudad mantendrá una lista de candidatos calificados que sea fácilmente accesible al público, incluso publicándola en el sitio web de la ciudad. El/la secretario/a de la ciudad establecerá reglas para las declaraciones de campañas que hagan los candidatos indicando si participan o no en el Programa. Después de cada ciclo electoral y después de celebrar audiencias públicas, el/la secretario/a de la ciudad puede ajustar el número de firma y contribuciones calificadas a medida que cambian las circunstancias para asegurar que se cumplan los propósitos del Programa.

(4) Límites Agregados de los Vales. Los candidatos participantes deberán cumplir con todas las leyes de campaña y no exceder los siguientes límites agregados de los Vales de Dólares de Democracia que el candidato habrá asignado a la elección general o a la elección secundaria: para los candidatos a la alcaldía, \$300,000 para las elecciones generales y \$300,000 para la elección secundaria; para los candidatos al consejo de la ciudad, \$75,000 para las elecciones generales y \$75,000 para las elecciones secundarias. Antes del día 365vo anterior a la fecha de cada elección general, el/la secretario/a de la ciudad modificará el límite agregado del vale para aumentarlo o disminuirlo de acuerdo con la más reciente publicación del gobierno federal del Indicador del Buró de Estadística Laboral, titulado Índice de Precios al Consumidor, CPI-W U.S. promedios de ciudades, indicador de promedios de las ciudades Estadounidenses (*Bureau of Labor Statistics Indicator, Consumer Price Index, CPI-W U.S. City Average*). El más reciente Índice de Precios al Consumidor del 1 de mayo, 2021, será usado como base de 100 y el ajuste después será a los más próximos \$50,000. para los candidatos a alcalde y a los \$12,500 más cercanos para los candidatos al consejo de la ciudad.

(5) Límites Adicionales para Canjear Vales: Un candidato calificado puede recoger Vales de Dólares de democracia para las elecciones secundarias antes de que se lleve a cabo la elección general y asignarlos a la elección

secundaria, pero no puede canjear los Vales de Dólares de Democracia para la elección secundaria a menos que dicho candidato avance a las elecciones secundarias.

(6) Pérdida de Elegibilidad. Un candidato pierde la elegibilidad para el Programa al anunciar públicamente que retira su candidatura, si no avanza a la elección secundaria, o si el/la secretario/a de la ciudad determina que han sucedido violaciones materiales suficientes de las leyes electorales o de los requisitos del Programa, tales como la violación de los límites de contribución, o la transferencia o asignación fraudulenta o intentada fraudulenta de vales de dólares de la democracia.

(7) Canje de Vales de Dólares de Democracia. El/la secretario/a de la ciudad canjeará los Vales de Dólares de Democracia solo:

- (i) si el canje no pondrá al candidato por encima del límite agregado del vale;
- (ii) si los fondos del Programa están disponibles;
- (iii) después de verificar que el Vale de Dólares de Democracia fue recibido de una persona elegible; Y
- (iv) después de verificar la firma del Vale de Dólares de Democracia. Para verificar las firmas, el/la secretario/a de la ciudad puede contratar con otras agencias gubernamentales.

El/la secretario/a de la ciudad canjeará los Vales de Dólares de Democracia en fechas de canje regulares publicadas que no serán menos frecuentes que dos veces al mes. El/la secretario/a de la ciudad no canjeará ningún Vale de Dólares de Democracia recibido más tarde de un día después del día de las elecciones generales de ningún candidato que no califique para la elección secundaria o recibido más tarde de un día después del día de la elección secundaria de cualquier candidato en la elección secundaria.

(8) Límites en el uso de los ingresos del vale. Los candidatos deberán utilizar el Vale de Dólares de Democracia solo para pagar sus propios costos de campaña o deudas, según lo definido por las leyes estatales y locales, para la elección pertinente, y no podrán usar dichos ingresos después de un período razonable (que será establecido por el/la secretario/a de la ciudad) después

de la elección para pagar las deudas de campaña contraídas antes de la elección. Los candidatos no deberán utilizar los ingresos del Vale de Dólares de Democracia:

- i. cualquier pago en efectivo o en violación de cualquier ley;
- ii. para pagar al candidato o a los miembros de la familia dentro del tercer grado de consanguinidad y afinidad por cualquier producto, servicios, o cosas de valor;
- iii. pagar cualquier entidad en la que el candidato, o miembros de la familia dentro del tercer grado de consanguinidad y afinidad, tiene un cinco por ciento o mayor interés de propiedad;
- iv. pagar cualquier cantidad sobre el valor justo de mercado de cualquier producto, servicio o cosa de valor;
- v. pagar cualquier penalización o multa;
- vi. pagar cualquier costo relacionado con las elecciones impugnadas, la defensa de las violaciones de campaña o de ética, las inauguraciones o los gastos de los titulares de puestos; o
- vii. donar cualquier cantidad a otro candidato, comité político u organización sin fines de lucro.

El/la secretario/a de la ciudad puede promulgar regulaciones que definan lo que constituye el uso de la campaña que es más estricto que la ley estatal. El candidato y su campaña son responsables del uso indebido de los dólares de la democracia por parte de su campaña. Las sanciones por el uso indebido de Los Vales de Dólares de Democracia u otras violaciones de las reglas del Programa pueden incluir cualquiera de los siguientes: inhabilitación para participar en el Programa; restitución al Programa de todos los costos de enjuiciamiento, incluidos los honorarios de abogados; restitución al Programa de todos los fondos recibidos por el candidato del Programa en ese ciclo electoral; y la restitución al

Programa de cualquier cantidad apropiada indebidamente o el valor nominal de los Vales de Dólares de Democracia mal utilizados.

(9) Ingresos del Vale de Dólares de Democracia. Un candidato que haya redimido un Vale de Dólares de Democracia, luego se retire de la campaña, muera, se vuelva inelegible, pierda la calificación, o sea eliminado en cualquier elección general o secundaria, o gane una elección general, deberá en un período razonable, según lo definido por el/la secretario/a de la ciudad, pagar todas las deudas y obligaciones razonables y necesarias, dar cuentas al/la secretario/a de la ciudad. y restaurar al/la secretario/a de la ciudad y el Programa, los ingresos de Vales de Dólares de Democracia que no se hayan gastado, en este caso el/la secretario/a de la ciudad definirá por regla general.

(E)Financiamiento y Limites de Gastos.

(1) El/la secretario/a de la ciudad establecerá un fondo dedicado al Programa en cual se depositarán todos los ingresos del Programa. Esta cuenta estará bajo la discreción y el control total de El/la secretario/a de la ciudad.

(2) Estos fondos se depositarán con prontitud en la cuenta del fondo dedicado al Programa para el uso exclusivo de la financiación del Programa: todas las cuotas recaudadas cuando los candidatos archiven su candidatura, fondos recaudados por multas por violaciones de finanzas de campaña, informes de cabilderos, y de ética, de cuotas delincuentes, y penalizaciones criminales; todas donaciones y concesiones al Programa que sean permitidos por el/la secretario/a de la ciudad; intereses u otras ganancias del fondo dedicado al Programa; y cualquier otros fondos asignados o designado para el Programa.

(3) El Consejo proporcionará al/la secretario/a de la ciudad los fondos que necesite para administrar y hacer la publicidad para el Programa.

(4) Al comienzo de cada año calendario, la ciudad de Austin transferirá en fondos de ingresos generales al menos \$500,000 a la cuenta del fondo del Programa con el propósito de financiar el canje de Vales de Dólares de Democracia.

(5) Si hay un exceso de fondos en el fondo dedicado para el uso futuro actual

o razonablemente previsible del Programa de Vales de Dólares de Democracia, el/la secretario/a de la ciudad, a su discreción, puede transferir el exceso al fondo general de la Ciudad.

(F)Transparencia.

- (1) Cuando se asignan los Vales de Dólares de Democracia a candidatos, esto se considera ser acción pública. Igualmente, los que reciben los vales deberán considerar que son públicos y que todo lo relacionado es publico y que no hay aspectos privados cuando se registran para obtenerlos, o cuando se asignan los vales. Todos los que poseen Vales de Dólares de Democracia deberán reconocer que el proceso es público y transparente, excepto que el/la secretario/a de la ciudad no publicará la dirección del correo postal, el correo electrónico u otras direcciones a las que se envíen los vales, a menos que lo exija la ley.
- (2) El/la secretario/a de la ciudad deberá hacer transparentes, en sus oficinas y en su sitio web, todas las asignaciones y canjes de Vales de Dólares de Democracia, incluyendo el nombre del destinatario, número de identificación del vale, fecha asignada, a quien se le asignó, y cuando se redimió. El/la secretario/a de la ciudad proporcionará otros medios necesarios para hacer que el proceso y el Programa de Dólares de Democracia sean abiertos y transparentes para que cada persona que recibe el Vale de Dólares de Democracia y los medios de comunicación y el público puedan informarse sobre las asignaciones de Vales de Dólares de Democracia.
- (3) Si un destinatario del Vale de Dólares de Democracia cree que su Vale de Dólares de Democracia se perdió, robó o se asignó o canjeó de manera fraudulenta o indebida, el/la secretario/a de la ciudad puede requerir una declaración notaria o una declaración jurada u otro proceso para determinar los hechos relevantes y proporcionar el remedio que considere apropiado, incluyendo reemplazar el Vale de Dólares de Democracia, cancelar la asignación o procurar que fondos del Programa obtenidos inapropiadamente sean reembolsados.
- (4) El/la secretario/a de la ciudad promulgará reglas y regulaciones para situaciones cuando reciba Vales de Dólares de Democracia duplicados, y

se asegurará de que exista un proceso para que cualquier persona que haya recibido Vales de Dólares de Democracia pueda mostrar sin tener que pagar cuotas o cargos, los hechos de la pérdida, robo, destrucción, falsificación, coacción u otros actos indebidos relacionados con la asignación de Vales de Dólares de Democracia. Dicho proceso incluirá como mínimo los procedimientos para enviar información a través de correos o en persona.

- (5) En todos los casos, ninguna asignación de Vales de Dólares de Democracia se considerará inválida o revocable a menos que se trate de un vale duplicado o falsificado, cuando haya amenazas, coacción o coacción física, mostrada por pruebas claras y convincentes. El/la secretario/a de la ciudad emitirá reglamentos que proporcionen recursos y consecuencias para tales actos, que pueden incluir, por violaciones materiales suficientes de los requisitos del Programa, leyes de campaña o cualquier acto de falsificación intencional, amenazas, coacción o coacción en la obtención de un Vale de Dólares de Democracia asignado, una orden que requiera que un candidato devuelva al Programa cualquier rendimiento que haya logrado del Vale de Dólares de Democracia o para descalificar a un candidato del Programa.

(G) Administración.

- (1) El/la El/la secretario/a de la ciudad implementará y administrará el Programa, los fondos del Programa y las disposiciones de esta sección, incluyendo la emisión y promulgación de reglamentos, formularios, normas, paquetes de información, procedimientos y mecanismos para hacer que se cumplan. El/la secretario/a de la ciudad llevará a cabo las disposiciones de este Subcapítulo VIII, incluyendo, pero no limitado a hacer regulaciones, definir términos, establecer otras reglas, o promulgar cualquier otro reglamento administrativo o directrices no incompatibles con las disposiciones o esta sección.
- (2) Antes de distribuir los Vales de Dólares de Democracia, El/la secretario/a de la ciudad informará al público sobre los Vales de Dólares de Democracia y el Programa. El/la secretario/a de la ciudad publicará las guías apropiadas para los candidatos y los beneficiarios de los Vales de Dólares de Democracia, y todos los formularios, instrucciones, folletos y documentos necesarios y apropiados para el

Programa.

(3) Después de cada elección en la que se ofrecen los Vales de Dólares de Democracia, el/la secretario/a de la ciudad revisará el Programa y presentará informes al público y al consejo de la ciudad. El/la secretario/a de la ciudad proyectará los ingresos del Programa, los gastos y los saldos de fondos del Programa, y revisará y actualizará dichas proyecciones regularmente, y en todo momento administrará los fondos del Programa como fiduciario, asegurando la acumulación y distribución adecuadas de fondos, durante los años sin elecciones elección y los años en que hay elecciones para lograr los propósitos y metas del Programa. Al hacer tales proyecciones y administrar este Programa, el/la secretario/a de la ciudad considerará todas las circunstancias relevantes, incluyendo diferentes límites agregados de vales para diferentes puestos, diferentes necesidades de financiamiento en años electorales cuando hay elección de alcalde y cuando no haya elección de alcalde, y la necesidad de administrar el Programa y fondos para procurar que candidatos participen.

(4) Para el 1 de junio de 2022 y el 1 de enero de cada año electoral municipal, el/la secretario/a de la ciudad administrará y conservará prudentemente los fondos del Programa considerando y proyectando la disponibilidad y los desembolsos de fondos del Programa para ese año y publicitando dichas proyecciones, que incluirán y considerarán las necesidades de los candidatos participantes, las necesidades de conservación de los fondos para años futuros o la acumulación de reservas, inclusive la operación y costos de administración prudentes, y la conservación prudente de los recursos públicos.

(5) A más del 1 de junio de 2022 y el 1 de enero de cada año electoral municipal a partir de entonces, para asegurar a los candidatos que habrá fondos amplios disponibles para los canjes de Vales de Dólares de Democracia y para asegurar al público que los canjes de Vales de Dólares de Democracia serán administrados prudentemente, el/la secretario/a de la ciudad establecerá y publicará un "Límite de Fondos del Programa Disponible" para ese año para los canjes de Vales de Dólares de Democracia. Al establecer el Límite de Fondos del Programa Disponible, el/la secretario/a de la ciudad trabajará para

proyectar razonablemente y asegurar que haya fondos adecuados del Programa disponibles para ese año electoral de acuerdo con esta sección y sus metas y propósito.

(6) Durante cualquier año electoral municipal, tan pronto como el/la secretario/a de la ciudad reciba o crea razonablemente que recibirá Vales de Dólares de Democracia para redención por encima del Límite de Fondos del Programa Disponible para ese año, entonces los fondos del Programa se considerarán no disponibles, y el/la secretario/a de la ciudad anunciará públicamente lo mismo y establecerá una fecha límite para la entrega de Vales de Dólares de Democracia. Después de la fecha límite, el/la secretario/a de la ciudad, teniendo en cuenta los Vales de Dólares de Democracia recibidos y los fondos disponibles del Programa, asignará los fondos disponibles restantes del Programa proporcionalmente por los Vales de Dólares de Democracia verificados no canjeados a la mano, prorrateados entre todos los candidatos participantes en todos los puestos sin discriminación.

(7) Si se convoca alguna elección especial, el/la secretario/a de la ciudad reservará los fondos del Programa para dicha elección en la cantidad que considere apropiada. El/la secretario/a de la ciudad puede establecer, implementar, o modificar estándares, procedimientos, límites y plazos similares a los de esta sección como el/la secretario/a de la ciudad considere apropiado y necesario para dicha elección especial, teniendo cuidado de no perjudicar indebidamente la acumulación de fondos del Programa.

(H) Divisibilidad. Si alguna disposición de esta sección o la aplicación de esa disposición a cualquier persona o circunstancia, se determina ser inválida, entonces el resto de esta sección, en la medida en que pueda ser efectiva, y la aplicación de esa disposición a personas o circunstancias que no sean aquellas a las que se consideró inválida, no se verán afectadas por ello, y en esta medida las disposiciones de esta sección son divisibles.

PARTE 7. Las elecciones se efectuarán durante las horas de las 7:00 a. m. a las 7:00 p.m. El sitio principal de la votación adelantada, las fechas y horas de la votación adelantada, y dirección oficial postal de la secretaria de la votación adelantada serán provistos en el Adjunto A, adjuntado e incorporado como parte de esta ordenanza.

PARTE 8. Un sistema electrónico indicador directo de la votación, de acuerdo con la definición del término en el Título 8 del Código Electoral de Texas se usará para la votación adelantada y en la votación el día de la elección. La Estación Central Para Contar Votos se ubicará en Travis County Elections Division, 5501 Airport Boulevard, Austin, Texas.

PARTE 9. El aviso de esta elección será fijado y publicado de acuerdo con la ley estatal. El aviso será fijado en ambos idiomas, inglés y español, en la oficina del/la Secretario/a de la Ciudad y en el kiosco de avisos en el Edificio Municipal a no más tardar del día 21 antes del día de la elección. El aviso de esta elección será publicado una vez, en inglés y español, en fecha que no sea anterior del 30vo día antes de la fecha de la elección ni más tardar del día 10mo anterior a la fecha de la elección en un periódico de circulación general en la Ciudad de Austin.

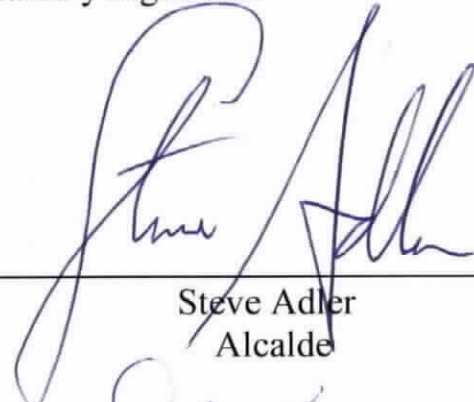
PARTE 10. De acuerdo con el Capítulo 271 del Código Electoral de Texas, la elección especial municipal del 1 de mayo, 2021 se podrá llevar a cabo junto con varias subdivisiones políticas que comparten territorio con la Ciudad de Austin, y que estén efectuando elecciones en ese día. La Secretaria de la Ciudad puede tramitar y firmar convenios electorales con otras subdivisiones políticas para este propósito, y por lo presente se aprueban los términos indicados en dichos convenios.

PARTE 11. El Consejo determina que la necesidad de empezar inmediatamente los preparativos requeridos para esta elección constituye una emergencia. Por dicha emergencia, esta ordenanza tiene vigor inmediatamente al aprobarse para la conservación inmediata del orden público, la salud y seguridad.

VOTADO Y APROBADO

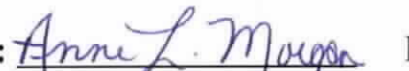
9 de febrero 2021, 2021

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Steve Adler
Alcalde

APROBADO:


Anne L. Morgan
Procuradora de la Ciudad

DOY FE:


Jannette S. Goodall
Secretaria de la Ciudad

ADJUNTO A

Sitios Principales de la Votación Adelantada, Fechas de la Votación Adelantada, y Dirección Postal de la Secretaria de la Votación Adelantada 1 de Mayo, 2021

Sitios Principales de la Votacion Adelantada:

Condado de Travis: City of Austin Planning and Development Center, 6310 Wilhelmina Dr., Austin, TX

Condado de Hays: Government Center Conference Room, 712 S. Stagecoach Trail, San Marcos, TX

Condado de Williamson: Williamson County Inner Loop Annex, 301 SE Inner Loop, Suite 104, Georgetown, TX

Fechas de la votación Adelantada:

Martes, 19 de abril, 2021 – Viernes, 27 de abril, 2021; las horas varían

Días designados de 12 horas de votación anticipada:

Condado de Travis: todos los días de votación anticipada excepto el domingo 25 de abril de 2021

Condado de Hays: Lunes 19 de abril de 2021 y lunes 26 de abril de 2021

Condado de Williamson: Lunes 26 de abril de 2021 y martes 27 de abril de 2021

Direcciones Postales de la Secretaria de la Votación Adelantada

Para Boletas por Correo-Condado de Travis

Enviadas por correo por los votantes: P.O. 149325, Austin, Texas 78714-9325

Enviadas usando transportista contratado/ Fedex: 5501 Airport Blvd., Austin, Texas 78751

Para Boletas por Correo – Condado de Hays

Enviadas por correo por los votantes: P.O. Box 907, San Marcos, TX 78666

Para Boletas por Correo – Condado de Williamson

Enviadas por correo por los votantes: P.O Box 209, Georgetown, TX 78627

ORDINANCE NO. 20210209-002

AN ORDINANCE ORDERING A SPECIAL MUNICIPAL ELECTION TO BE HELD IN THE CITY OF AUSTIN ON MAY 1, 2021, TO SUBMIT TO THE VOTERS A PROPOSED CITIZEN-INITIATED CHARTER AMENDMENT, CERTIFIED SUFFICIENT ON JANUARY 26, 2021, REGARDING THE CITY'S PARTICIPATION IN BINDING ARBITRATION WITH THE AUSTIN FIREFIGHTERS ASSOCIATION; PROVIDING FOR THE CONDUCT OF THE SPECIAL ELECTION, INCLUDING AUTHORIZING THE CITY CLERK TO ENTER INTO JOINT ELECTION AGREEMENTS WITH OTHER LOCAL POLITICAL SUBDIVISIONS AS MAY BE NECESSARY FOR THE ORDERLY CONDUCT OF THE ELECTION; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

PART 1. A charter amendment election shall be held in the City on May 1, 2021, at which the ballot shall be prepared to permit voting "Yes" or "No" on the following proposition:

Proposition A: Shall the City Charter be amended to give the Austin Firefighters Association, Local 975 of the International Association of Fire Fighters, the authority to require the City to participate in binding arbitration on all issues in dispute with the Association if the City and the Association reach impasse in collective bargaining negotiations?

PART 2 – If Proposition A is approved by the majority of voters voting at the election, Article IX (*Personnel*) of the City Charter is amended to add Section 7, to read as follows:

ARTICLE IX. - PERSONNEL.

§ 7. – COLLECTIVE BARGAINING IMPASSE.

If the City and the Austin Firefighters Association, Local 975 of the International Association of Fire Fighters, have reached an impasse regarding the negotiation of a collective bargaining agreement, pursuant to Texas Local Government Code § 174.152:

- (A) Either the City or the Association, after written notice to the other party containing specifications of the issues in dispute, may request arbitration and, in such event, the City and the Association shall submit all issues in dispute to arbitration within 45 days of receipt of the requesting party's written arbitration request. The arbitration ruling shall be final, binding, and enforceable against both parties.

- (B) Both parties shall select one arbitrator within 5 days of the original written request to arbitrate and provide written notification to the other party of the name and contact information for the selected arbitrator. The selected arbitrators shall attempt to select a third (neutral) arbitrator within 10 days of their selection in order to form a three-person Arbitration Board. If the arbitrators are unable to agree on a third arbitrator, the parties shall request a nationwide list of 9 qualified neutral arbitrators from the American Arbitration Association. The parties or their designees may agree on one of the 9 neutral arbitrators on the list. If they do not agree within 5 days after the date they receive the list, each party or the party's designee shall alternate striking a name from the list, and the name remaining is the third arbitrator. The third arbitrator shall preside over the Board. Any decisions made by the Board at any stage of the arbitration process will be determined by simple majority vote of the selected arbitrators.
- (C) Arbitration shall be conducted by the City and the Association pursuant to the procedures, timelines, duties, requirements, and rights as set forth in Texas Local Government Code §§ 174.155, 174.157—174.162, 174.164, and 174.253, or any successor to these statutory provisions.
- (D) In making its decision, the Board may consider only the following:
- (1) the history of collective bargaining agreements and negotiations between the parties;
 - (2) compensation and conditions of employment that prevail in comparable public sector employment in other cities;
 - (3) the rate of increase or decrease in the cost of living for the Austin area as determined by the Consumer Price Index (CPI-W), adjusted as necessary to account for housing and tax costs in the Austin area and other relevant local factors;
 - (4) any of the following conditions:
 - (a) hazards of employment,
 - (b) physical qualifications,
 - (c) educational qualifications,
 - (d) mental qualifications,
 - (e) job training,

- (f) skills,
 - (g) employee morale, and
 - (h) any other factors the Board determines to be relevant to the issues raised by the parties; and
- (5) revenues available to and contractual obligations of the City and the impact of any arbitration ruling on the taxpayers of the City.

PART 3. The election shall be conducted between the hours of 7:00 a.m. and 7:00 p.m. The location of the main early voting polling place, the dates and hours for early voting, and the early voting clerk's official mailing address are provided in Exhibit A, attached and incorporated as a part of this ordinance.

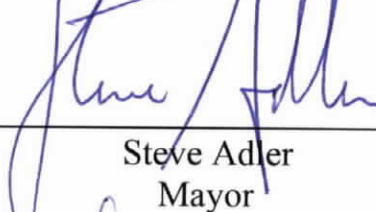
PART 4. A direct electronic recording voting system, as the term is defined in Title 8 of the Texas Election Code, shall be used for early voting and for voting conducted on election day. The central counting station is established at the Travis County Elections Division, 5501 Airport Boulevard, Austin, Texas.

PART 5. Notice of this election shall be posted and published in accordance with state law. The notice shall be posted, in both English and Spanish, in the office of the City Clerk and at the City Hall notice kiosk not later than the 21st day before election day. Notice of this election shall be published one time, in English and Spanish, not earlier than the 30th day before the date of the election or later than the 10th day before the date of the election, in a newspaper of general circulation in the City of Austin.

PART 6. In accordance with Chapter 271 of the Texas Election Code, the May 1, 2021 special municipal election may be held jointly with the various political subdivisions that share territory with the City of Austin and that are holding elections on that day. The City Clerk may enter and sign joint election agreements with other political subdivisions for this purpose, and their terms as stated in the agreements are hereby adopted.

PART 7. The Council finds that the need to immediately begin required preparations for this election constitutes an emergency. Because of this emergency, this ordinance takes effect immediately on its passage for the immediate preservation of the public peace, health, and safety.

PASSED AND APPROVED

February 9, 2021 §
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Steve Adler
Mayor

APPROVED:  **ATTEST:** 
Anne L. Morgan Jannette S. Goodall
City Attorney City Clerk

EXHIBIT A

Main Early Voting Locations

EXHIBIT A

Main Early Voting Locations, Early Voting Dates, and Early Voting Clerk Mailing Address May 1, 2021

Main Early Voting Locations:

Travis County: City of Austin Planning and Development Center, 6310
Wilhelmina Dr., Austin TX

Hays County: Government Center Conference Room, 712 S. Stagecoach Trail, San
Marcos, TX

Williamson County: Williamson County Inner Loop Annex, 301 SE Inner Loop,
Suite 104, Georgetown, TX

Early Voting Dates:

Monday, April 19, 2021 – Tuesday, April 27, 2021; times vary

Designated 12-Hour Days of Early Voting:

Travis County – every Early Voting Day except Sunday, April 25, 2021

Hays County – Monday, April 19, 2021 and Monday, April 26, 2021

Williamson County – Monday, April 26, 2021 and Tuesday, April 27, 2021

Early Voting Clerk Mailing Addresses:

Ballots by Mail – Travis County

By Mail voters: P.O. 149325, Austin, Texas 78714-9325

By Contract Carriers/ Fedex: 5501 Airport Blvd., Austin, Texas 78751

Ballots by Mail - Hays County

By Mail Voters: P.O. Box 907, San Marcos, TX 78666

Ballots by Mail – Williamson County

By Mail voters: P.O Box 209, Georgetown, TX 78627

ADJUNTO A

Sitios Principales de la Votación Adelantada, Fechas de la Votación Adelantada, y Dirección Postal de la Secretaria de la Votación Adelantada 1 de Mayo, 2021

Sitios Principales de la Votacion Adelantada:

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Martes, 19 de abril, 2021 – Viernes, 27 de abril, 2021; las horas varían

Días designados de 12 horas de votación anticipada:

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Condado de Hays: Lunes 19 de abril de 2021 y lunes 26 de abril de 2021

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Direcciones Postales de la Secretaria de la Votación Adelantada

Para Boletas por Correo-Condado de Travis

Enviadas por correo por los votantes: P.O. 149325, Austin, Texas 78714-9325

Enviadas usando transportista contratado/ Fedex: 5501 Airport Blvd., Austin, Texas 78751

Para Boletas por Correo – Condado de Hays

Enviadas por correo por los votantes: P.O. Box 907, San Marcos, TX 78666

Para Boletas por Correo – Condado de Williamson

Enviadas por correo por los votantes: P.O Box 209, Georgetown, TX 78627

ORDENANZA NO. 20210209-002

ORDENANZA PARA CONVOCAR UNA ELECCIÓN ESPECIAL MUNICIPAL QUE SE LLEVE A CABO EN LA CIUDAD DE AUSTIN EL 1 DE MAYO, 2021, PARA SOMETER A LOS VOTANTES UNA ENMIENDA A LA CARTA PROPUESTA POR INICIATIVA DE LOS CIUDADANOS, CERTIFICADA COMO SUFICIENTE EL 26 DE ENERO, 2021, TOCANTE LA PARTICIPACIÓN DE LA CIUDAD EN ARBITRAJE OBLIGATORIO CON AUSTIN FIREFIGHTERS ASSOCIATION; DISPONIENDO LA ADMINISTRACIÓN DE LA ELECCIÓN ESPECIAL, INCLUYENDO QUE LA SECRETARIA DE LA CIUDAD TRAMITE LOS CONVENIOS DE ELECCIÓN CONJUNTA CON OTRAS SUBDIVISIONES LOCALES POLÍTICAS SEGÚN SEA NECESARIO PARA LA ADMINISTRACIÓN ORDENADA DE LA ELECCIÓN; Y DECLARAR UN EMERGENCIA.

ORDÉNESE POR EL CONCEJO DE LA CIUDAD DE AUSTIN:

PARTE 1. Se llevará a cabo una elección de enmienda a la Carta de la Ciudad el 1 de mayo de 2021, en la cual se preparará la boleta para permitir votar "Sí" o "No" sobre la siguiente propuesta:

Propuesta A: ¿Será enmendada la Carta de la Ciudad para autorizar que Austin Firefighters Association, Local 975 de International Association of Fire Fighters, requiera que la Ciudad participe en arbitraje obligatorio en toda cuestión disputada con la Asociación si la Ciudad y la Asociación llegan a un punto de impasse en negociaciones colectivas?

PARTE 2. Si la Propuesta A es aprobada por la mayoría de los votantes que participen en la elección, el Artículo IX (Personal) de la Carta de la Ciudad se enmienda agregando la Sección 7, que diga lo siguiente:

ARTÍCULO IX. - PERSONAL.

§ 7. – PUNTO de IMPASSE EN NEGOCIACIÓN COLECTIVA.

Si la Ciudad y Austin Firefighters Association, Local 975 de International Association of Fire Fighters, han llegado a un punto de impasse con respecto a los tramites de un convenio de negociación colectiva, el Código de Gobierno Local de Texas § 174.152 indica lo siguiente:

- (A) Tanto la Ciudad como la Asociación, después de un aviso escrito a la otra parte que contenga especificaciones de los asuntos en disputa, pueden

solicitar el arbitraje y, en tal caso, la Ciudad y la Asociación deberán someter todos los asuntos en disputa a arbitraje dentro de los 45 días posteriores a la recepción de la solicitud de arbitraje por escrito de la parte solicitante. El laudo arbitral será definitivo, vinculante y ejecutable contra ambas partes.

(B) Ambas partes seleccionarán un árbitro dentro de los 5 días posteriores a la solicitud original por escrito para arbitrar y proporcionarán una notificación por escrito a la otra parte del nombre y la información de contacto del árbitro seleccionado. Los árbitros seleccionados intentarán seleccionar un tercer árbitro (neutral) dentro de los 10 días posteriores a su selección para formar una Junta de Arbitraje de tres personas. Si los árbitros no pueden llegar a un acuerdo sobre un tercer árbitro, las partes solicitarán una lista nacional de 9 árbitros neutrales calificados de la Asociación Americana de Arbitraje. Las partes o sus designados pueden ponerse de acuerdo sobre uno de los 9 árbitros neutrales de la lista. Si no están de acuerdo dentro de los 5 días posteriores a la fecha en que reciben la lista, cada parte o la persona designada por la parte se alternará tachando un nombre de la lista, y el nombre restante es el tercer árbitro. El tercer árbitro presidirá la Junta. Cualquier decisión que tome la Junta en cualquier etapa del proceso de arbitraje se determinará por mayoría simple de votos de los árbitros seleccionados.

(C) El arbitraje será llevado a cabo por la Ciudad y la Asociación de conformidad con los procedimientos, plazos, deberes, requisitos y derechos establecidos en el Código de Gobierno Local de Texas §§ 174.155, 174.157—174.162, 174.164 y 174.253, o cualquier sucesor a estas disposiciones legales.

(D) Al tomar una decisión, la Junta solo puede considerar lo siguiente:

(1) la historia de los convenios colectivos y las negociaciones entre ambas partes;

(2) compensación y condiciones de empleo que prevalecen en empleos comparables del sector público en otras ciudades;

(3) la tasa de aumento o disminución en el costo de vida para el área de Austin según lo determinado por el Índice de Precios al Consumidor (CPI-

W), ajustado según sea necesario para tener en cuenta los costos de vivienda e impuestos en el área de Austin y otros factores locales relevantes;

(4) cualquiera de las siguientes condiciones:

- (a) riesgos del empleo,
- (b) condiciones físicas,
- (c) preparación académica,
- (d) condición mental,
- (e) entrenamiento laboral,
- (f) destrezas,
- (g) la moral/ánimo del empleado, y
- (h) cualquier otro factor que la Junta determine que es relevante para las cuestiones planteadas por las partes; e

(5) ingresos disponibles y obligaciones contractuales de la Ciudad y el impacto de cualquier fallo de arbitraje sobre los contribuyentes de la Ciudad.

PARTE 3. Las elecciones se efectuarán durante las horas de las 7:00 a. m. a las 7:00 p.m. El sitio principal de la votación adelantada, las fechas y horas de la votación adelantada, y dirección oficial postal de la secretaria de la votación adelantada serán provistos en el Adjunto A, adjuntado e incorporado como parte de esta ordenanza.

PARTE 4. Un sistema electrónico indicador directo de la votación, de acuerdo con la definición del término en el Título 8 del Código Electoral de Texas se usará para la votación adelantada y en la votación el día de la elección. La Estación Central Para Contar Votos se ubicará en Travis County Elections Division, 5501 Airport Boulevard, Austin, Texas.

PARTE 5. El aviso de esta elección será fijado y publicado de acuerdo con la ley estatal. El aviso será fijado en ambos idiomas, inglés y español, en la oficina de la Secretaria de la Ciudad y en el kiosco de avisos en el Edificio Municipal a no más tardar del día 21 antes del día de la elección. El aviso de esta elección será publicado una vez, en inglés y español, en fecha que no sea anterior del 30vo día antes de la fecha de la elección ni más tardar del día 10mo anterior a la fecha de la elección en un periódico de circulación general en la Ciudad de Austin.

PARTE 6. De acuerdo con el Capítulo 271 del Código Electoral de Texas, la elección especial municipal del 1 de mayo, 2021 se podrá llevar a cabo junto con varias subdivisiones políticas que comparten territorio con la Ciudad de Austin, y que estén efectuando elecciones en ese día. La Secretaria de la Ciudad puede tramitar y firmar convenios electorales con otras subdivisiones políticas para este propósito, y por lo presente se aprueban los términos indicados en dichos convenios.

PARTE. 7. El Consejo determina que la necesidad de empezar inmediatamente los preparativos requeridos para esta elección constituye una emergencia. Por dicha emergencia, esta ordenanza tiene vigor inmediatamente al aprobarse para la conservación inmediata del orden público, la salud y seguridad.

VOTADO Y APROBADO

9 de febrero, 2021 §
§
§
Steve Adler
Alcalde

APROBADO: Anne L. Morgan **DOY FE:** Jannette S. Goodall
Anne L. Morgan by NJ Jannette S. Goodall
Procuradora de la Ciudad Secretaria de la Ciudad

ADJUNTO A

Sitios Principales de la Votación Adelantada, Fechas de la Votación Adelantada, y Dirección Postal de la Secretaria de la Votación Adelantada 1 de Mayo, 2021

Sitios Principales de la Votacion Adelantada:

Condado de Travis: City of Austin Planning and Development Center, 6310 Wilhelmina Dr., Austin, TX

Condado de Hays: Government Center Conference Room, 712 S. Stagecoach Trail, San Marcos, TX

Condado de Williamson: Williamson County Inner Loop Annex, 301 SE Inner Loop, Suite 104, Georgetown, TX

Fechas de la votación Adelantada:

Martes, 19 de abril, 2021 – Viernes, 27 de abril, 2021; las horas varían

Días designados de 12 horas de votación anticipada:

Condado de Travis: todos los días de votación anticipada excepto el domingo 25 de abril de 2021

Condado de Hays: Lunes 19 de abril de 2021 y lunes 26 de abril de 2021

Condado de Williamson: Lunes 26 de abril de 2021 y martes 27 de abril de 2021

Direcciones Postales de la Secretaria de la Votación Adelantada

Para Boletas por Correo-Condado de Travis

Enviadas por correo por los votantes: P.O. 149325, Austin, Texas 78714-9325

Enviadas usando transportista contratado/ Fedex: 5501 Airport Blvd., Austin, Texas 78751

Para Boletas por Correo – Condado de Hays

Enviadas por correo por los votantes: P.O. Box 907, San Marcos, TX 78666

Para Boletas por Correo – Condado de Williamson

Enviadas por correo por los votantes: P.O Box 209, Georgetown, TX 78627

ORDINANCE NO. 20210209-003

AN ORDINANCE ORDERING A SPECIAL MUNICIPAL ELECTION TO BE HELD IN THE CITY OF AUSTIN ON MAY 1, 2021, TO SUBMIT TO THE VOTERS A PROPOSED CITIZEN-INITIATED ORDINANCE REGARDING A CRIMINAL OFFENSE AND A PENALTY FOR CAMPING IN PUBLIC AREAS WITHOUT A PERMIT, CERTAIN TYPES OF SOLICITATION, AND SITTING, LYING, OR SLEEPING OUTDOORS IN CERTAIN PUBLIC AREAS; PROVIDING FOR THE CONDUCT OF THE SPECIAL ELECTION; AUTHORIZING THE CITY CLERK TO ENTER INTO JOINT ELECTION AGREEMENTS WITH OTHER LOCAL POLITICAL SUBDIVISIONS AS MAY BE NECESSARY FOR THE ORDERLY CONDUCT OF THE ELECTION; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

PART 1. A special municipal election shall be held in the City on May 1, 2021, to submit to the voters of the city a proposed citizen-initiated ordinance regarding a criminal offense and a penalty for camping in public areas without a permit, certain types of solicitation, and sitting, lying, or sleeping outdoors in certain public areas. The ballot shall be prepared to permit voting “Yes” or “No” on the Proposition:

Proposition B: Shall an ordinance be adopted that would create a criminal offense and a penalty for anyone sitting or lying down on a public sidewalk or sleeping outdoors in and near the Downtown area and the area around the University of Texas campus; create a criminal offense and penalty for solicitation, defined as requesting money or another thing of value, at specific hours and locations or for solicitation in a public area that is deemed aggressive in manner; create a criminal offense and penalty for anyone camping in any public area not designated by the Parks and Recreation Department?

PART 2. If the proposition provided in Part 1 is approved by a majority of voters voting at the election, the City Code is amended as indicated below, with the Purpose appearing before Section 9-4-11 of the City Code, and the Effectiveness and Severability appearing after Section 9-4-14 of the City Code:

Part 1. Purpose

On June 20, 2019, the Austin City Council amended provisions of the Austin City Code relating to camping and solicitation in public areas of Austin and to sitting

or lying down on public sidewalks or sleeping outdoors in certain downtown areas of the city. These provisions had long been effective in maintaining safety and order throughout the city. Since and as a result of the adoption of the amended provisions, and the adoption of further amendments by the City Council, Austin has been plagued by threats to public health and safety, as camping and sleeping outdoors, sitting or lying down on public sidewalks, and solicitation during the evening and nighttime hours have expanded dramatically, notwithstanding the fact that Austin has shelters and other facilities that do not reach maximum capacity and that are available to individuals as an alternative to such actions. The purpose of this ordinance is to restore generally the provisions of the Austin City Code that were in effect on June 19, 2019 prior to the City Council's action, expand the area in which solicitation is prohibited during the evening and nighttime hours, and modify the boundaries of the geographic area to which the ordinance applies to encompass the area that contains the campus of The University of Texas at Austin and areas where many students at the university and through which they must move to travel to and from the campus. This will return to the effective system of management and control of the city which these provisions promoted and secured.

Part 2. Subsection (B) of Section 9-4-11 of the Austin City Code is hereby repealed and replaced with the following:

§ 9-4-11 CAMPING IN PUBLIC AREA PROHIBITED

- (B) Except as provided in Subsection (D), a person commits an offense if the person camps in a public area that is not designated as a camping area by the Parks and Recreation Department.

Part 3. Section 9-4-13 of the Austin City Code is hereby repealed and replaced with the following:

§ 9-4-13 SOLICITATION

- (A) The council finds that:
 - (1) Aggressive solicitation is disturbing and disruptive to residents and businesses and contributes to the loss of access to and enjoyment of public places and to a sense of fear, intimidation and disorder.
 - (2) Aggressive solicitation includes approaching or following

pedestrians, repetitive soliciting despite refusals, the use of abusive or profane language to cause fear and intimidation, unwanted physical contact, or the intentional blocking of pedestrian and vehicular traffic.

- (3) The presence of individuals who solicit money from persons at or near banks, automated teller machines, public transportation facilities, and crosswalks is especially troublesome because of the enhanced fear of crime in a place that is confined, difficult to avoid, or where a person might find it necessary to wait.
- (4) This section is intended to protect citizens from the fear and intimidation accompanying certain kinds of solicitation, and not to limit a constitutionally protected activity.

(B) In this section:

(1) AGGRESSIVE MANNER means:

- a. intentionally or recklessly making any physical contact with or touching another person in the course of the solicitation without the person's consent;
- b. following the person being solicited, if that conduct is:
 - i. intended to or likely to cause a reasonable person to fear imminent bodily harm or the commission of a criminal act upon property in the person's possession; or
 - ii. intended to or reasonably likely to intimidate the person being solicited into responding affirmatively to the solicitation;
- c. continuing to solicit a person within five feet of the person being solicited after the person has made a negative response;
- d. intentionally or recklessly blocking the safe or free passage of the person being solicited or requiring the person, or the driver of a vehicle, to take evasive action to avoid physical contact with the person making the solicitation;
- e. using obscene or abusive language or gestures toward the person being solicited;
- f. approaching the person being solicited in a manner that:
 - i. is intended to or is likely to cause a reasonable person to fear imminent bodily harm or the commission of a criminal

- act upon property in the person's possession; or
 - ii. is intended to or is reasonably likely to intimidate the person being solicited into responding affirmatively to the solicitation.
- (2) AUTOMATED TELLER MACHINE means a device, linked to a bank's account records, which is able to carry out banking transactions.
 - (3) AUTOMATED TELLER FACILITY means the area comprised of one or more automatic teller machines, and any adjacent space that is made available to banking customers.
 - (4) BANK includes a bank, savings bank, savings and loan association, credit union, trust company, or similar financial institution.
 - (5) BUS means a vehicle operated by a transit authority for public transportation.
 - (6) CHECK CASHING BUSINESS means a person in the business of cashing checks, drafts, or money orders for consideration.
 - (7) PUBLIC AREA means an outdoor area to which the public has access and includes, but is not limited to, a sidewalk, street, highway, park, parking lot, alleyway, pedestrian way, or the common area of a school, hospital, apartment house, office building, transport facility, or shop.
 - (8) SOLICIT means to request, by the spoken, written, or printed word, or by other means of communication an immediate donation or transfer of money or another thing of value from another person, regardless of the solicitor's purpose or intended use of the money or other thing of value, and regardless of whether consideration is offered.
- (C) A person commits an offense if the person solicits:
- (1) in an aggressive manner in a public area;
 - (2) in a bus, at a bus station or stop, or at a facility operated by a transportation authority for passengers;
 - (3) within 25 feet of
 - a. an automated teller facility;
 - b. the entrance or exit of a bank; or

- c. the entrance or exit of a check cashing business;
 - (4) at a marked crosswalk;
 - (5) on either side of the street on a block where a school attended by minors or a child care facility has an entrance or exit;
 - (6) at a sidewalk café authorized under Chapter 14-4 (*Sidewalk Cafes*) or the patio area of a bar or restaurant; or
 - (7) within the boundaries of the City of Austin between 7:00 p.m. and 7:00 a.m.
- (D) A culpable mental state is not required, and need not be proved, for an offense under this Chapter Subsection (C)(2), (3), or (4).
- (E) This section is not intended to proscribe a demand for payment for services rendered or goods delivered.

Part 4. Section 9-4-14 of the Austin City Code is hereby repealed and replaced with the following:

§ 9-4-14. SITTING OR LYING DOWN ON PUBLIC SIDEWALKS OR SLEEPING OUTDOORS IN THE DOWNTOWN AUSTIN COMMUNITY COURT AREA PROHIBITED

- (A) **DISABILITY** means having a physical or mental impairment which substantially limits one of more major life activities.
- (1) **PHYSICAL OR MENTAL IMPAIRMENT** means any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive, digestive; genitourinary; hemic and lymphatic; skin; and endocrine; or any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities.
 - (2) **MAJOR LIFE ACTIVITIES** means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, learning, breathing and working.
- (B) The council finds that the City has a compelling interest in:
- (1) encouraging and preserving a vital, pedestrian-friendly urban core;
 - (2) assuring that the urban core remains accessible to individuals

with disabilities and compliant with the provisions of the Americans with Disabilities Act;

- (3) promoting tourism and business in the central business district;
 - (4) preserving the quality of urban life and in protecting its citizens from intimidating behavior; and
 - (5) encouraging businesses and neighborhoods in the central city where walking is a realistic alternative to vehicles that use fossil fuels.
- (C) The council finds that in areas with high pedestrian traffic and a high incidence of petty crime related to public disorder, individuals sitting or lying in the pedestrian right-of-way:
- (1) contribute to a sense of fear, intimidation, and disorder;
 - (2) are disruptive to residents, businesses, and customers;
 - (3) discourage, block, or inhibit the free passage of pedestrians; and
 - (4) contribute to the loss of access to and enjoyment of public places.
- (D) This section applies in the following area, including the streets and pedestrian rights-of-way that bound the area, but does not apply on the campus of the University of Texas:
- (1) beginning at the intersection of 30th Street (West) and Lamar Boulevard (North);
 - (2) south on Lamar Boulevard (North) to the north shore of Lady Bird Lake;
 - (3) east along the north shore of Lady Bird Lake to the point directly south of the curve at the intersection of Jesse E. Segovia Street and Robert Martinez, Jr. Street;
 - (4) north to the curve at the intersection of Jesse E. Segovia Street and Robert Martinez, Jr. Street;
 - (5) west along Jesse E. Segovia Street to the intersection of Chicon Street;
 - (6) north on Chicon Street to the intersection of Seventh Street (East);
 - (7) west on Seventh Street (East) to the IH-35 East Frontage Road;
 - (8) north on the IH-35 East Frontage Road to the intersection of 14th

Street (East);

- (9) east on 14th Street (East) to the boundary of Oakwood Cemetery;
 - (10) south and east along the boundary of Oakwood Cemetery to Leona Street;
 - (11) north on Leona Street to the intersection of Manor Road;
 - (12) east on Manor Road to the intersection of Dean Keeton Street (East);
 - (13) west on Dean Keaton Street (East) to the intersection of Red River Street;
 - (14) north on Red River Street to the intersection of 38th Street (East);
 - (15) west on 38th Street (East and West) to the intersection of Guadalupe Street;
 - (16) south on Guadalupe Street to the intersection of 30th Street (West); and
 - (17) west on 30th Street (West) to the intersection of Lamar Boulevard (North), the place of beginning.
- (E) A person commits an offense if, after having been notified by a law enforcement officer that the conduct violates this section:
- (1) the person is asleep outdoors; or
 - (2) the person sits or lies down in the right-of-way between the roadway and the abutting property line or structure, or an object placed in that area.
- (F) This section does not apply to a person who:
- (1) sits or lies down because of a medical emergency;
 - (2) operates or patronizes a commercial establishment that conducts business on the sidewalk under Title 14 (*Use of Streets and Public Property*) of the Code;
 - (3) participates in or views a parade, festival, performance, rally, demonstration, or similar event;
 - (4) sits on a chair or bench that is supplied by a public agency or by the abutting private property owner;
 - (5) sits within a bus stop zone while waiting for public or private transportation; or

- (6) is waiting in a line for goods, services, or a public event.
- (G) It is an affirmative defense to prosecution if a person sits or lies down as the result of a physical manifestation of a disability, not limited to visual observation.
- (H) A culpable mental state is not required, and need not be proven, for an offense under this section.

Part 5. Effectiveness and Severability.

- (A) The effective date of this ordinance shall be the earlier of (i) ten (10) days after the date of its final passage by the Austin City Council, as prescribed under Article IV, Section 4(a) of the Austin City Charter or (ii) the date upon which the results of an election required under Article IV, Section 4(b) are canvassed.
- (B) If any section, paragraph, clause, or provision of this ordinance is for any reason held to be invalid or unenforceable, the invalidity or unenforceability of that section, paragraph, clause, or provision shall not affect any of the remaining provisions of this ordinance, and to this end, the provisions of this ordinance are declared to be severable. This ordinance shall supersede the Austin City Code to the extent there are any conflicts.

PART 3. The election shall be conducted between the hours of 7:00 a.m. and 7:00 p.m. The location of the main early voting polling place, the dates and hours for early voting, and the early voting clerk's official mailing address are provided in Exhibit A, attached and incorporated as a part of this ordinance.

PART 4. A direct electronic recording voting system, as the term is defined in Title 8 of the Texas Election Code, shall be used for early voting and for voting conducted on election day. The central counting station is established at the Travis County Elections Division, 5501 Airport Boulevard, Austin, Texas.

PART 5. Notice of this election shall be posted and published in accordance with state law. The notice shall be posted, in both English and Spanish, in the office of the City Clerk and at the City Hall notice kiosk not later than the 21st day before election day. Notice of this election shall be published one time, in English and Spanish, not earlier than the 30th day before the date of the election or later than the 10th day before the date of the election, in a newspaper of general circulation in the City of Austin.

PART 6. In accordance with Chapter 271 of the Texas Election Code, the May 1, 2021 special municipal election may be held jointly with the various political

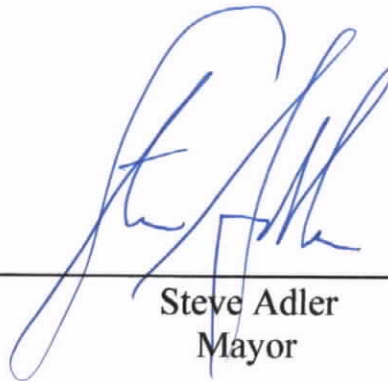
subdivisions that share territory with the City of Austin and that are holding elections on that day. The City Clerk may enter and sign joint election agreements with other political subdivisions for this purpose, and their terms as stated in the agreements are hereby adopted.

PART 7. The Council finds that the need to immediately begin required preparations for this election constitutes an emergency. Because of this emergency, this ordinance takes effect immediately on its passage for the immediate preservation of the public peace, health, and safety.

PASSED AND APPROVED

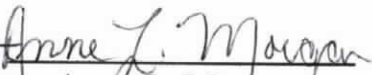
February 9, 2021

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Steve Adler
Mayor

APPROVED:


Anne L. Morgan *by*
City Attorney *NS*

ATTEST:



Jannette S. Goodall
City Clerk

EXHIBIT A

Main Early Voting Locations

EXHIBIT A

Main Early Voting Locations, Early Voting Dates, and Early Voting Clerk Mailing Address May 1, 2021

Main Early Voting Locations:

Travis County: City of Austin Planning and Development Center, 6310
Wilhelmina Dr., Austin TX

Hays County: Government Center Conference Room, 712 S. Stagecoach Trail, San
Marcos, TX

Williamson County: Williamson County Inner Loop Annex, 301 SE Inner Loop,
Suite 104, Georgetown, TX

Early Voting Dates:

Monday, April 19, 2021 – Tuesday, April 27, 2021; times vary

Designated 12-Hour Days of Early Voting:

Travis County – every Early Voting Day except Sunday, April 25, 2021

Hays County – Monday, April 19, 2021 and Monday, April 26, 2021

Williamson County – Monday, April 26, 2021 and Tuesday, April 27, 2021

Early Voting Clerk Mailing Addresses:

Ballots by Mail – Travis County

By Mail voters: P.O. 149325, Austin, Texas 78714-9325

By Contract Carriers/ Fedex: 5501 Airport Blvd., Austin, Texas 78751

Ballots by Mail - Hays County

By Mail Voters: P.O. Box 907, San Marcos, TX 78666

Ballots by Mail – Williamson County

By Mail voters: P.O. Box 209, Georgetown, TX 78627

ADJUNTO A

Sitios Principales de la Votación Adelantada, Fechas de la Votación Adelantada, y Dirección Postal de la Secretaria de la Votación Adelantada 1 de Mayo, 2021

Sitios Principales de la Votacion Adelantada:

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Fechas de la votación Adelantada:

Martes, 19 de abril, 2021 – Viernes, 27 de abril, 2021; las horas varían

Días designados de 12 horas de votación anticipada:

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Direcciones Postales de la Secretaria de la Votación Adelantada

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Enviadas por correo por los votantes: P.O Box 209, Georgetown, TX 78627

ORDENANZA NÚM. 20210209-003

ORDENANZA PARA CONVOCAR UNA ELECCIÓN ESPECIAL MUNICIPAL QUE SE LLEVE A CABO EN LA CIUDAD DE AUSTIN EL 1 DE MAYO, 2021, PARA SOMETER A LOS VOTANTES UNA ENMIENDA A LA CARTA PROPUESTA POR INICIATIVA DE LOS CIUDADANOS, PARA ESTATUIR OFENSA CRIMINAL Y PENALIZACIÓN POR ACAMPAR EN ÁREAS PÚBLICAS SIN PERMISO, POR CIERTAS CLASES DE SOLICITACIÓN, Y POR SENTARSE, ACOSTARSE, O DORMIR AL AIRE LIBRE EN CIERTAS ÁREAS PÚBLICAS; DISPOSICIONES PARA LLEVAR A CABO LA ELECCIÓN ESPECIAL; AUTORIZAR QUE LA SECRETARIA DE LA CIUDAD TRAMITE LOS CONVENIOS DE ELECCIÓN CONJUNTA CON OTRAS SUBDIVISIONES LOCALES POLÍTICAS QUE SEAN NECESARIOS PARA LA ADMINISTRACIÓN ORDENADA DE LA ELECCIÓN; Y DECLARAR UNA EMERGENCIA.

ORDÉNESE POR EL CONCEJO DE LA CIUDAD DE AUSTIN:

PARTE 1. Se llevará a cabo una elección municipal especial en la ciudad el 1 de mayo del 2021 para presentar a los votantes de la ciudad una ordenanza propuesta por los ciudadanos con respecto a estatuir delito y penalización por acampar en áreas públicas sin un permiso especial, por ciertas clases de solicitud y por sentarse, acostarse o dormir al aire libre en ciertas áreas públicas. La boleta deberá estar preparada para permitir votar "Sí" o "No" en la Propuesta:

Proposición B: ¿Será adoptada una ordenanza para instituir ofensa criminal y penalización para cualquiera que esté sentado o acostado en alguna acera/banqueta pública o que esté durmiendo en el exterior en y cerca del área del Centro (Downtown) y en el área alrededor del campus de la Universidad de Texas; instituir ofensa criminal y penalización por solicitar, definido como pedir dinero u otra cosa de valor en horas particulares y ubicaciones o por solicitar en alguna área pública en manera que se considere agresiva; instituir ofensa criminal y penalización para cualquiera que esté acampado en cualquier área pública no designada por el Departamento de Parques y Recreación?

PARTE 2. Si la propuesta provista en la Parte 1 es aprobada por la mayoría de los votantes que participen en la elección, el Código de la Ciudad se enmendará como se indica a continuación, con el Propósito que aparece antes de la Sección 9-4-11 del Código de la Ciudad, y aparece la Efectividad y Divisibilidad después de la Sección 9-4-14 del Código de la Ciudad:

Parte 1. Propósito

El 20 de junio del 2019, el Consejo de la Ciudad de Austin enmendó las disposiciones del Código de la Ciudad de Austin relacionadas con acampar y la solicitud en áreas públicas de Austin y tocante sentarse o acostarse en las aceras públicas o dormir al aire libre en ciertas áreas del centro de la ciudad. Estas disposiciones habían sido efectivas durante mucho tiempo para mantener la seguridad y el orden en toda la ciudad. Desde y como resultado de la adopción de las disposiciones enmendadas, y la adopción de enmiendas adicionales por parte del Consejo de la Ciudad, Austin ha sostenido amenazas a la salud y seguridad pública, ya que se ha expandido dramáticamente el número de los que acampan y duermen al aire libre, se sientan o acuestan en las aceras públicas, y solicitan durante las horas de la tarde y la noche, a pesar del hecho de que Austin tiene refugios y otras instalaciones que no alcanzan la capacidad máxima y que están disponibles para las personas como una alternativa a tales acciones. El propósito de esta ordenanza es restaurar en general las disposiciones del Código de la Ciudad de Austin que estaban en vigor el 19 de junio de 2019 antes de la acción del Consejo Municipal, expandir el área en la que se prohíbe la solicitud durante las horas de la tarde y la noche y modificar los límites del área geográfica a la que se aplica la ordenanza para abarcar el área que contiene el campus de la Universidad de Texas en Austin y las áreas donde muchos estudiantes de la universidad deben moverse para llegar a y retirarse del campus. Esto volverá al sistema eficaz de gestión y control de la ciudad que estas disposiciones promovieron y aseguraron.

Parte 2. La subsección (B) de la Sección 9-4-11 del Código de la Ciudad de Austin por la presente es revocada y reemplazada por lo siguiente:

§ 9-4-11 ESTÁ PROHIBIDO ACAMPAR EN ÁREA PÚBLICA

- (B) Salvo lo dispuesto en la Subsección (D), una persona comete una infracción si acampa en un área pública que no está designada como área de campamento por el Departamento de Parques y Recreación.

Parte 3. La sección 9-4-13 del Código de la Ciudad de Austin por la presente es revocada y reemplazada por lo siguiente:

§ 9-4-13 SOLICITACIÓN

- (A) El concejo determina que:

- (1) La solicitud agresiva es inquietante y perjudicial para los residentes y las empresas y contribuye a la pérdida del acceso y la capacidad de disfrutar los lugares públicos creando una sensación de temor, intimidación y desorden.
- (2) La solicitud agresiva incluye acercarse o seguir a peatones, solicitudes repetitivas a pesar de las negativas, el uso de lenguaje abusivo o profano para causar temor e intimidación, contacto físico no deseado o el bloqueo intencional del tráfico de peatones y vehículos.
- (3) La presencia de personas que solicitan dinero de personas en o cerca de bancos, cajeros automáticos, instalaciones de transporte público y cruces peatonales es especialmente problemática debido al mayor temor al crimen en un lugar confinado, difícil de evitar o donde una persona puede tener que esperar.
- (4) Esta sección está destinada a proteger a los ciudadanos del temor y la intimidación que acompañan a ciertos tipos de solicitudes y no a limitar una actividad protegida constitucionalmente.

(B) En esta sección:

(1) MANERA AGRESIVA significa:

- a. hacer intencional o imprudentemente cualquier contacto físico o tocar a otra persona en el curso de la solicitud sin el consentimiento de la persona;
- b. seguir a la persona solicitada, si esa conducta es:
 - i. con la intención de, o que pueda causar que una persona razonable tema un daño corporal inminente o cometer un acto criminal sobre la propiedad en posesión de la persona; o
 - ii. con la intención de intimidar a la persona solicitada o con una probabilidad razonable de intimidarla para que responda afirmativamente a la solicitud;
- c. continuar solicitando a una persona a menos de cinco pies de la persona solicitada después de que la persona haya dado una respuesta negativa;
- d. bloquear intencionalmente, o imprudentemente el paso

libre o seguro de la persona solicitada o exigir que la persona, o el conductor de un vehículo, tome una acción evasiva para evitar el contacto físico con la persona que realiza la solicitud;

- e. usar lenguaje o gestos obscenos o abusivos hacia la persona solicitada;
- f. acercarse a la persona solicitada de una manera que:
 - i. tiene la intención de, o es probable que cause que una persona razonable tema un daño corporal inminente o la comisión de un acto criminal sobre la propiedad en posesión de la persona; o
 - ii. tiene la intención de o es razonablemente probable que intimide a la persona solicitada para que responda afirmativamente a la solicitud.

- (2) CAJERO AUTOMÁTICO significa un dispositivo, vinculado a los registros de cuenta de un banco, que puede realizar transacciones bancarias.
- (3) COMPARTIMENTO DE CAJERO AUTOMÁTICO es el área compuesta por uno o más cajeros automáticos y cualquier espacio adyacente que esté disponible para los clientes bancarios.
- (4) BANCO incluye un banco, caja de ahorros, asociación de ahorro y préstamo, unión de crédito, compañía fiduciaria o institución financiera similar.
- (5) AUTOBÚS es un vehículo operado por una autoridad de tránsito para transporte público en general.
- (6) NEGOCIO DE CAMBIO DE CHEQUES significa una persona en el negocio de cobrar cheques, giros o giros postales que cobra por el servicio.
- (7) ÁREA PÚBLICA significa un área al aire libre a la que el público tiene acceso e incluye, pero no se limita a, una acera, calle, carretera, parque, estacionamiento, callejón, vía peatonal o el área común de una escuela, hospital, edificio de apartamentos, edificio de oficinas, instalación de transporte o tienda.
- (8) SOLICITAR significa pedir, de manera verbal, escrita o impresa,

o por otros medios de comunicación, una donación inmediata o transferencia de dinero u otra cosa de valor de otra persona, sin importar el propósito o el uso previsto del dinero u otra cosa de valor por la persona que solicita, e independientemente de si se ofrece contraprestación.

- (c) Una persona comete una ofensa si la persona solicita:
- (1) de manera agresiva en un área pública;
 - (2) en un autobús, en una estación o parada de autobuses, o en alguna facilidad operada por una autoridad de transporte para pasajeros;
 - (3) en un perímetro de 25 pies alrededor de
 - a. un compartimiento para cajeros automáticos;
 - b. la entrada o salida de un banco; o
 - c. la entrada o salida de un negocio de cambio de cheques;
 - (4) en una intersección peatonal marcada;
 - (5) en cualquier lado de la calle en una cuadra donde hay una escuela en la que estudian menores o en una entrada o salida de una institución para el cuidado infantil;
 - (6) en la acera donde exista un café autorizado para operar al exterior bajo el Capítulo 14-4 (*Cafés en Aceras*) o en el área del patio de un bar o restaurante; o
 - (7) dentro de los límites de la Ciudad de Austin entre las 7:00 p.m. y 7:00 a.m.
- (d) No se requiere un estado mental culpable, y no necesita ser probado, para una ofensa bajo esta Subsección (C) (2), (3) o (4) del Capítulo.
- (E) Esta sección no pretende proscribir una demanda de pago por servicios prestados o bienes entregados.

Parte 4. La Sección 9-4-14 del Código de la Ciudad de Austin por la presente es revocada y reemplazada por lo siguiente:

§ 9-4-14. ESTÁ PROHIBIDO SENTARSE O ACOSTARSE EN LAS ACERAS PÚBLICAS O DORMIR AL AIRE LIBRE EN EL ÁREA DE DOWNTOWN AUSTIN COMMUNITY COURT.

(A) DISCAPACIDAD significa tener un impedimento físico o mental que limita sustancialmente por lo menos una de las actividades más importantes de la vida.

- (1) DETERIORO FÍSICO O MENTAL significa cualquier trastorno o condición fisiológica, desfiguración cosmética o pérdida anatómica que afecte uno o más de los siguientes sistemas corporales: neurológico; musculoesquelético; órganos de los sentidos especiales; respiratorio, incluidos los órganos del habla; cardiovascular; reproductivo, digestivo; genitourinario; hémico

y linfático; piel; y endocrino; o cualquier trastorno mental o psicológico, como retraso mental, síndrome cerebral orgánico, enfermedad emocional o mental y discapacidades específicas del aprendizaje.

- (2) **ACTIVIDADES PRINCIPALES DE LA VIDA** significa funciones como cuidarse a sí mismo, realizar tareas manuales, caminar, ver, oír, hablar, aprender, respirar y trabajar.
- (B) El consejo considera que la ciudad tiene un interés imperioso en:
 - (1) fomentar y preservar un núcleo urbano vital y accesible para los peatones;
 - (2) asegurar que el núcleo urbano siga siendo accesible para las personas con discapacidades y que cumpla con las disposiciones de la Ley de Estadounidenses con Discapacidades;
 - (3) promover el turismo y los negocios en el distrito central de negocios;
 - (4) preservar la calidad de la vida urbana y proteger a sus ciudadanos de comportamientos intimidatorios; y
 - (5) fomentar negocios y vecindarios en el centro de la ciudad donde caminar es una alternativa realista a los vehículos que usan combustibles fósiles.
- (C) El consejo determina que, en áreas con mucho tráfico peatonal y una alta incidencia de delitos menores relacionados con el desorden público, las personas sentadas o acostadas en el derecho de paso de los peatones:
 - (1) contribuyen a una sensación de miedo, intimidación y desorden;
 - (2) son perjudiciales para los residentes, las empresas y los clientes;
 - (3) desalienta, bloquea o inhibe el paso libre de peatones; y
 - (4) contribuye a la pérdida de acceso y la capacidad de disfrutar de los lugares públicos.
- (D) Esta sección se aplica en la siguiente área, incluidas las calles y los derechos de paso de los peatones que delimitan el área, pero no se aplica en el campus de la Universidad de Texas:
 - (1) comenzando en la intersección de la calle 30th (oeste) y Lamar Boulevard (norte);
 - (2) al sur por Lamar Boulevard (norte) hasta la orilla norte del lago Lady Bird;
 - (3) al este a lo largo de la costa norte del lago Lady Bird hasta el punto directamente al sur de la curva en la intersección de la calle Jesse E. Segovia y la calle Robert Martinez, Jr.;
 - (4) hacia el norte hasta la curva en la intersección de la calle Jesse E. Segovia y la calle Robert Martinez, Jr.;
 - (5) hacia el oeste por la calle Jesse E. Segovia hasta la intersección de la calle Chicón;
 - (6) al norte en Chicón Street hasta la intersección de la calle 7th Street (este);
 - (7) al oeste en 7th Street (este) hasta la IH-35 East Frontage Road (Calle lateral este).
 - (8) hacia el norte por la IH-35 East Frontage Road (Calle lateral este) hasta la intersección de la calle 14th Street (este);

- (9) al este en la calle 14th Street (este) hasta el límite del cementerio Oakwood;
 - (10) al sur y este a lo largo del límite del cementerio Oakwood hasta la calle Leona Street;
 - (11) al norte en Leona Street hasta la intersección de Manor Road;
 - (12) al este en Manor Road hasta la intersección de Dean Keeton Street (este);
 - (13) al oeste en Dean Keaton Street (este) hasta la intersección de Red River Street;
 - (14) al norte en Red River Street hasta la intersección de la calle 38th Street (este);
 - (15) al oeste en la calle 38th (este y oeste) hasta la intersección de la calle Guadalupe;
 - (16) hacia el sur por la calle Guadalupe hasta la intersección de la calle 30th (oeste); y
 - (17) al oeste en la calle 30th (oeste) hasta la intersección de Lamar Boulevard (norte), el lugar de inicio.
- (E) Una persona comete una infracción si, después de haber sido notificada por un agente del orden público (policía) que la conducta viola esta sección:
- (1) La persona duerme en el exterior; o
 - (2) la persona se sienta o se acuesta en el derecho de paso entre la calle y la línea o estructura adyacente a la propiedad, o pone un objeto en esta área.
- (F) Esta sección no aplica a una persona quien:
- (1) Se sienta o se acuesta debido a una emergencia médica;
 - (2) opera o patrocina un establecimiento comercial que realiza negocios en la acera bajo el Título 14 (Uso de calles y propiedad pública) del Código;
 - (3) participa o ve un desfile, festival, actuación, mitin, demostración o evento similar;
 - (4) se sienta en una silla o banco suministrado por una agencia pública o por el dueño de la propiedad privada contigua;
 - (5) se sienta dentro de una zona de parada de autobús mientras espera el transporte público o privado; o
 - (6) está esperando en una fila por bienes, servicios o un evento público.
- (G) Es una defensa afirmativa ante un juicio si una persona se sienta o se acuesta como resultado de una manifestación física de una discapacidad, no limitada a la observación visual.
- (H) No se requiere un estado mental culpable, y no es necesario probarlo, para una ofensa bajo esta sección.

Parte 5. Vigor y Divisibilidad.

- (A) La fecha de vigor de esta ordenanza sera la que sea más temprana de (i) diez (10) días después de la fecha de su aprobación final por el Consejo de la Ciudad de Austin, como se indica bajo Artículo IV, Sección 4(a) de la Carta de la Ciudad de Austin o (ii) la fecha cuando los resultados de la elección requerida bajo el Artículo IV, Sección 4(b) son repasados.
- (B) Si alguna sección, párrafo, clausula, o provisión de esta ordenanza por cualquier razón se determina ser invalida o no ejecutable, dicha invalidez o inejecutabilidad de la sección, párrafo, clausula, o provisión no afectaría ninguna de las provisiones restantes de esta ordenanza, y en esta medida las disposiciones de esta ordenanza se declaran ser divisibles. Esta ordenanza predomina el Código de la Ciudad de Austin hasta el punto de cualquier contrariedad.

PARTE 3. La elección se efectuará durante las horas de las 7:00 a. m. a las 7:00 p.m. El sitio principal de la votación adelantada, las fechas y horas de la votación adelantada, y dirección oficial postal de la secretaria de la votación adelantada serán provistos en el Adjunto A, adjuntado e incorporado como parte de esta ordenanza.

PARTE 4. Un sistema electrónico indicador directo de la votación, de acuerdo con la definición del término en el Título 8 del Código Electoral de Texas se usará para la votación adelantada y en la votación el día de la elección. La Estación Central Para Contar Votos se ubicará en Travis County Elections Division, 5501 Airport Boulevard, Austin, Texas.

PARTE 5. El aviso de esta elección será fijado y publicado de acuerdo con la ley estatal. El aviso será fijado en ambos idiomas, inglés y español, en la oficina de la Secretaria de la Ciudad y en el kiosco de avisos en el Edificio Municipal a no más tardar del día 21 antes del día de la elección. El aviso de esta elección será publicado una vez, en inglés y español, en fecha que no sea anterior del 30vo día antes de la fecha de la elección ni más tardar del día 10mo anterior a la fecha de la elección en un periódico de circulación general en la Ciudad de Austin.

PARTE 6. De acuerdo con el Capítulo 271 del Código Electoral de Texas, la elección especial municipal del 1 de mayo, 2021 se podrá llevar a cabo junto con varias subdivisiones políticas que comparten territorio con la Ciudad de Austin, y que estén efectuando elecciones en ese día. La Secretaria de la Ciudad puede tramitar y firmar convenios electorales con otras subdivisiones políticas para este propósito, y por lo presente se aprueban los términos indicados en dichos convenios.

PARTE 7. El Consejo determina que la necesidad de empezar inmediatamente los preparativos requeridos para esta elección constituye una emergencia. Por dicha emergencia, esta ordenanza tiene vigor inmediatamente al aprobarse para la conservación inmediata del orden público, la salud y seguridad.

VOTADO Y APROBADO


9 de febrero

_____, 2021

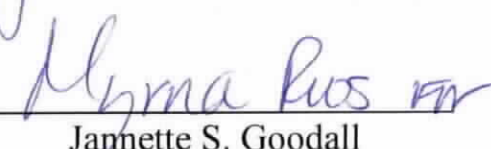
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Steve Adler
Alcalde

APROBADO:


Anne L. Morgan
Procuradora de la Ciudad

DOY FE:


Jannette S. Goodall
Secretaria de la Ciudad

ADJUNTO A

Sitios Principales de la Votación Adelantada, Fechas de la Votación Adelantada, y Dirección Postal de la Secretaria de la Votación Adelantada

1 de Mayo, 2021

Sitios Principales de la Votación Adelantada:

Condado de Travis: City of Austin Planning and Development Center, 6310
Wilhelmina Dr., Austin, TX

Condado de Hays: Government Center Conference Room, 712 S. Stagecoach Trail, San
Marcos, TX

Condado de Williamson: Williamson County Inner Loop Annex, 301 SE Inner Loop,
Suite 104, Georgetown, TX

Fechas de la Votación Adelantada:

Lunes, 19 de abril, 2021 – Martes, 27 de abril, 2021; las horas varían

Días Designados de 12 Horas de Votación Adelantada:

Condado de Travis: todos los días de votación adelantada excepto el domingo 25 de abril de
2021

Condado de Hays: Lunes 19 de abril de 2021 y lunes 26 de abril de 2021 Condado de

Williamson: Lunes 26 de abril de 2021 y martes 27 de abril de 2021

Direcciones Postales de la Secretaria de la Votación Adelantada

Para Boletas por Correo-Condado de Travis

Votantes que Voten por Correo: P.O. 149325, Austin, Texas 78714-9325 Enviadas
usando transportista contratado/ Fedex: 5501 Airport Blvd., Austin, Texas 78751

Para Boletas por Correo – Condado de Hays

Votantes que Voten por Correo: P.O. Box 907, San Marcos, TX 78666

Para Boletas por Correo – Condado de Williamson

Votantes que Voten por Correo: P.O Box 209, Georgetown, TX 78627

ORDINANCE NO. 20210209-005

AN ORDINANCE ORDERING A SPECIAL MUNICIPAL ELECTION TO BE HELD IN THE CITY OF AUSTIN ON MAY 1, 2021, TO SUBMIT TO THE VOTERS A COUNCIL-INITIATED CHARTER AMENDMENT TO ALLOW CITY COUNCIL TO PROVIDE FOR A DIRECTOR OF POLICE OVERSIGHT WHO SHALL BE APPOINTED AND REMOVED AS PROVIDED BY FUTURE ORDINANCE; PROVIDING FOR THE CONDUCT OF THE SPECIAL ELECTION, INCLUDING AUTHORIZING THE CITY CLERK TO ENTER INTO JOINT ELECTION AGREEMENTS WITH OTHER LOCAL POLITICAL SUBDIVISIONS AS MAY BE NECESSARY FOR THE ORDERLY CONDUCT OF THE ELECTION; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

PART 1. A charter amendment election shall be held in the City on May 1, 2021, at which the ballot shall be prepared to permit voting “Yes” or “No” on the following proposition:

Proposition C: Shall the city charter be amended to allow for a Director of Police Oversight to be appointed or removed in a manner established by City Council ordinance, with duties that include the responsibility to ensure transparency and accountability as it relates to policing?

PART 2 – If Proposition C is approved by the majority of voters voting at the election, Article V (*Administrative Organization*) of the City Charter is amended to add Section 7, to read as follows:

ARTICLE V. – ADMINISTRATIVE ORGANIZATION.

§ 7. – Director of Police Oversight.

Notwithstanding any other provision of this Charter, the city council may provide for a director of police oversight who shall be appointed and may be removed as provided by ordinance. The director shall have such duties, responsibilities, and staff as provided by ordinance, including the responsibility to ensure transparency and accountability as it relates to policing.

PART 3. The election shall be conducted between the hours of 7:00 a.m. and 7:00 p.m. The location of the main early voting polling place, the dates and hours for

early voting, and the early voting clerk's official mailing address are provided in Exhibit A, attached and incorporated as a part of this ordinance.

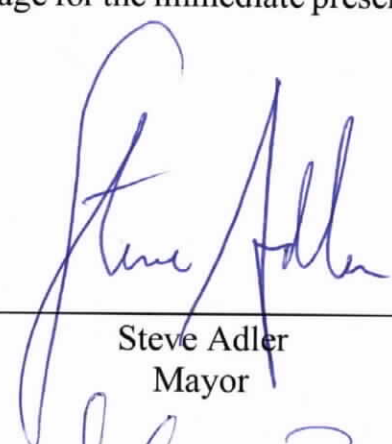
PART 4. A direct electronic recording voting system, as the term is defined in Title 8 of the Texas Election Code, shall be used for early voting and for voting conducted on election day. The central counting station is established at the Travis County Elections Division, 5501 Airport Boulevard, Austin, Texas.

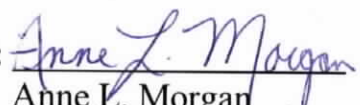
PART 5. Notice of this election shall be posted and published in accordance with state law. The notice shall be posted, in both English and Spanish, in the office of the City Clerk and at the City Hall notice kiosk not later than the 21st day before election day. Notice of this election shall be published one time, in English and Spanish, not earlier than the 30th day before the date of the election or later than the 10th day before the date of the election, in a newspaper of general circulation in the City of Austin.

PART 6. In accordance with Chapter 271 of the Texas Election Code, the May 1, 2021 special municipal election may be held jointly with the various political subdivisions that share territory with the City of Austin and that are holding elections on that day. The City Clerk may enter and sign joint election agreements with other political subdivisions for this purpose, and their terms as stated in the agreements are hereby adopted.

PART 7. The Council finds that the need to immediately begin required preparations for this election constitutes an emergency. Because of this emergency, this ordinance takes effect immediately on its passage for the immediate preservation of the public peace, health, and safety.

PASSED AND APPROVED

February 9, 2021 §
 §
 § 
Steve Adler
Mayor

APPROVED: 
Anne L. Morgan
City Attorney b4WJ

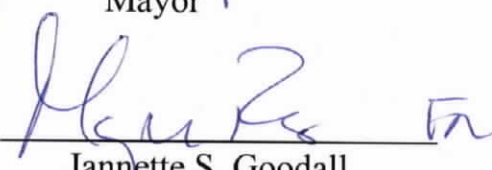
ATTEST: 
Jannette S. Goodall
City Clerk

EXHIBIT A

Main Early Voting Locations

EXHIBIT A

Main Early Voting Locations, Early Voting Dates, and Early Voting Clerk Mailing Address May 1, 2021

Main Early Voting Locations:

Travis County: City of Austin Planning and Development Center, 6310
Wilhelmina Dr., Austin TX

Hays County: Government Center Conference Room, 712 S. Stagecoach Trail, San
Marcos, TX

Williamson County: Williamson County Inner Loop Annex, 301 SE Inner Loop,
Suite 104, Georgetown, TX

Early Voting Dates:

Monday, April 19, 2021 – Tuesday, April 27, 2021; times vary

Designated 12-Hour Days of Early Voting:

Travis County – every Early Voting Day except Sunday, April 25, 2021

Hays County – Monday, April 19, 2021 and Monday, April 26, 2021

Williamson County – Monday, April 26, 2021 and Tuesday, April 27, 2021

Early Voting Clerk Mailing Addresses:

Ballots by Mail – Travis County

By Mail voters: P.O. 149325, Austin, Texas 78714-9325

By Contract Carriers/ Fedex: 5501 Airport Blvd., Austin, Texas 78751

Ballots by Mail - Hays County

By Mail Voters: P.O. Box 907, San Marcos, TX 78666

Ballots by Mail – Williamson County

By Mail voters: P.O Box 209, Georgetown, TX 78627

ADJUNTO A

Sitios Principales de la Votación Adelantada, Fechas de la Votación Adelantada, y Dirección Postal de la Secretaria de la Votación Adelantada 1 de Mayo, 2021

Sitios Principales de la Votacion Adelantada:

Condado de Travis: City of Austin Planning and Development Center, 6310 Wilhelmina Dr., Austin, TX

Condado de Hays: Government Center Conference Room, 712 S. Stagecoach Trail, San Marcos, TX

Condado de Williamson: Williamson County Inner Loop Annex, 301 SE Inner Loop, Suite 104, Georgetown, TX

Fechas de la votación Adelantada:

Martes, 19 de abril, 2021 – Viernes, 27 de abril, 2021; las horas varían

Días designados de 12 horas de votación anticipada:

Condado de Travis: todos los días de votación anticipada excepto el domingo 25 de abril de 2021

Condado de Hays: Lunes 19 de abril de 2021 y lunes 26 de abril de 2021

Condado de Williamson: Lunes 26 de abril de 2021 y martes 27 de abril de 2021

Direcciones Postales de la Secretaria de la Votación Adelantada

Para Boletas por Correo-Condado de Travis

Enviadas por correo por los votantes: P.O. 149325, Austin, Texas 78714-9325

Enviadas usando transportista contratado/ Fedex: 5501 Airport Blvd., Austin, Texas 78751

Para Boletas por Correo – Condado de Hays

Enviadas por correo por los votantes: P.O. Box 907, San Marcos, TX 78666

Para Boletas por Correo – Condado de Williamson

Enviadas por correo por los votantes: P.O Box 209, Georgetown, TX 78627

ORDENANZA NO. 20210209-005

ORDENANZA PARA CONVOCAR UNA ELECCIÓN ESPECIAL MUNICIPAL QUE SE LLEVARÁ A CABO EN LA CIUDAD DE AUSTIN EL 1 DE MAYO, 2021, CON EL PROPÓSITO DE SOMETER A LOS VOTANTES UNA ENMIENDA PROPUESTA PARA LA CARTA INICIADA POR EL CONSEJO PARA PROVEER UN DIRECTOR DE SUPERVISIÓN POLICIAL QUE SERÁ NOMBRADO O REMOVIDO POR ORDENANZA EN EL FUTURO; PARA DISPONER QUE SE LLEVE A CABO LA ELECCIÓN ESPECIAL INCLUYENDO AUTORIZAR A LA SECRETARIA DE LA CIUDAD PARA QUE TRAMITE LOS CONVENIOS DE LA ELECCIÓN CONJUNTA CON OTRAS SUBDIVISIONES POLÍTICAS LOCALES QUE SEAN NECESARIOS PARA LA ADMINISTRACIÓN ORDENADA DE LA ELECCIÓN; Y PARA DECLARAR UNA EMERGENCIA.

ORDÉNESE POR EL CONSEJO DE LA CIUDAD DE AUSTIN:

APARTE 1. Se llevará a cabo una elección de enmienda a la Carta de la Ciudad el 1 de mayo de 2021, en la cual se preparará la boleta para permitir votar "Sí" o "No" sobre la siguiente propuesta:

Propuesta C: ¿Será enmendada la Carta de la Ciudad para permitir que sea nombrado o removido un Director de Supervisión Policial en la manera estatuida por ordenanza del Consejo de la Ciudad con deberes que incluyan la responsabilidad de asegurar transparencia y rendición de cuentas en cuanto a las acciones policiales?

PARTE 2 – Si la Propuesta C es aprobada por la mayoría de los votantes que participen en la elección, el Artículo V (*Organización Administrativa*) de La Carta de la Ciudad se enmienda agregando la Sección 7 propuesta, que diga lo siguiente:

ARTÍCULO V. – ORGANIZACIÓN ADMINISTRATIVA

§ 7. – Director de Supervisión Policial.

No obstante, cualquier otra provisión de esta Carta, el consejo de la ciudad podrá instituir el puesto de director de supervisión policial quien será nombrado y quien podrá ser removido de acuerdo con provisiones de ordenanza. El director tendrá los deberes, responsabilidades, y personal que sean proveídos por ordenanza, incluyendo la responsabilidad de asegurar transparencia y rendición de cuentas en asuntos policiales.

PARTE 3. La elección se efectuará durante las horas de las 7:00 a. m. a las 7:00 p.m. El sitio principal de la votación adelantada, las fechas y horas de la votación adelantada, y dirección oficial postal de la secretaria de la votación adelantada serán provistos en el Adjunto A, adjuntado e incorporado como parte de esta ordenanza.

PARTE 4. Un sistema electrónico indicador directo de la votación, de acuerdo con la definición del término en el Título 8 del Código Electoral de Texas se usará para la votación adelantada y en la votación el día de la elección. La Estación Central Para Contar Votos se ubicará en Travis County Elections Division, 5501 Airport Boulevard, Austin, Texas.

PARTE 5. El aviso de esta elección será fijado y publicado de acuerdo con la ley estatal. El aviso será fijado en ambos idiomas, inglés y español, en la oficina de la Secretaria de la Ciudad y en el kiosco de avisos en el Edificio Municipal, a no más tardar del día 21 antes del día de la elección. El aviso de esta elección será publicado una vez, en ingles y español, en fecha que no sea anterior del 30vo día antes de la fecha de la elección ni mas tardar del día 10mo anterior a la fecha de la elección en un periódico de circulación general en la Ciudad de Austin.

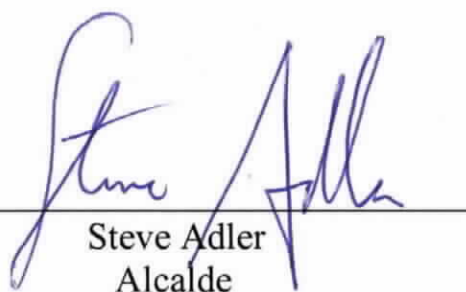
PARTE 6. De acuerdo con el Capítulo 271 del Código Electoral de Texas, la elección especial municipal del 1 de mayo, 2021 se podrá llevar a cabo junto con varias subdivisiones políticas que comparten territorio con la Ciudad de Austin, y que estén efectuando elecciones en ese día. La Secretaria de la Ciudad puede tramitar y firmar convenios electorales con otras subdivisiones políticas para este propósito, y por lo presente se aprueban los términos indicados en dichos convenios.

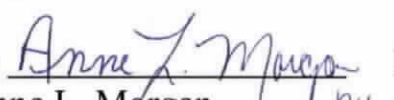
PARTE 7. El Consejo determina que la necesidad de empezar inmediatamente los preparativos requeridos para esta elección constituye una emergencia. Por dicha emergencia, esta ordenanza tiene vigor inmediatamente al aprobarse para la conservación inmediata del orden público, la salud y seguridad.

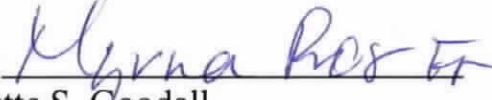
VOTADO Y APROBADO

9 de febrero, 2021

§
§
§


Steve Adler
Alcalde

APROBADO: 
Anne L. Morgan
Procuradora de la Ciudad

DOY FE: 
Jannette S. Goodall
Secretaria de la Ciudad

ADJUNTO A

Sitios Principales de la Votación Adelantada, Fechas de la Votación Adelantada, y Dirección Postal de la Secretaria de la Votación Adelantada 1 de Mayo, 2021

Sitios Principales de la Votacion Adelantada:

Condado de Travis: City of Austin Planning and Development Center, 6310 Wilhelmina Dr., Austin, TX

Condado de Hays: Government Center Conference Room, 712 S. Stagecoach Trail, San Marcos, TX

Condado de Williamson: Williamson County Inner Loop Annex, 301 SE Inner Loop, Suite 104, Georgetown, TX

Fechas de la votación Adelantada:

Martes, 19 de abril, 2021 – Viernes, 27 de abril, 2021; las horas varían

Días designados de 12 horas de votación anticipada:

Condado de Travis: todos los días de votación anticipada excepto el domingo 25 de abril de 2021

Condado de Hays: Lunes 19 de abril de 2021 y lunes 26 de abril de 2021

Condado de Williamson: Lunes 26 de abril de 2021 y martes 27 de abril de 2021

Direcciones Postales de la Secretaria de la Votación Adelantada

Para Boletas por Correo-Condado de Travis

Enviadas por correo por los votantes: P.O. 149325, Austin, Texas 78714-9325

Enviadas usando transportista contratado/ Fedex: 5501 Airport Blvd., Austin, Texas 78751

Para Boletas por Correo – Condado de Hays

Enviadas por correo por los votantes: P.O. Box 907, San Marcos, TX 78666

Para Boletas por Correo – Condado de Williamson

Enviadas por correo por los votantes: P.O Box 209, Georgetown, TX 78627

EXHIBIT C

Election Day Polling Places



Travis County Election Day Vote Centers

Saturday, May 1, 2021

Centros de Votación del Condado de Travis para el Día de la Elección, Sábado, 1 de mayo, 2021








Polls are open 7 am - 7 pm Las urnas están abiertas 7 am - 7 pm

subject to change

Dana DeBeauvoir
County Clerk
Secretaria del Condado

VOTE CENTER ELECTION ELECCIÓN CON CENTROS DE VOTACIÓN On Election Day, eligible Travis County VOTERS MAY VOTE AT ANY of the locations listed on this page. Voters are NOT limited to only voting in the precinct where they are registered to vote. En el Día de la Elección, votantes elegibles del Condado de Travis PODRÁN VOTAR EN CUALQUIER sitio indicado en esta página. Votantes tienen más opciones en dónde votar, sin limitarse al precinto en donde están registrados para votar.

| Pct. | Vote Center | Address | City | Zip | Bus | Combined Precincts | Pct. | Vote Center | Address | City | Zip | Bus | Combined Precincts |
|------|--|-----------------------------------|--------------|---------------|-----|----------------------|------|--|-------------------------|--------------|---------------|-----|----------------------|
| | Centro de Votación | Dirección | Ciudad | Código Postal | | Precintos Combinados | | Centro de Votación | Dirección | Ciudad | Código Postal | | Precintos Combinados |
| 101 | Dailey Middle School | 14000 Westall St | Austin | 78725 | | 114; 116 | 218 | Disability Rights Texas | 2222 W Braker Ln | Austin | 78758 | | 260; 268; 205 |
| 103 | Double Queens Event Center NEW | 11801 Dessau Rd #300 | Austin | 78754 | | 104; 153 | 219 | Caldwell Elementary | 1718 Picadilly Dr | Pflugerville | 78664 | | 225; 203; |
| 108 | Our Savior Lutheran Church | 1513 E Yager Ln | Austin | 78753 | | 102 | 221 | Bridge Point Elementary | 6401 Cedar St | Austin | 78746 | | 212 |
| 111 | Connally High School | 13212 N Lamar | Austin | 78753 | | 109; 112 | 224 | Little Walnut Creek Branch Library | 835 W Rundberg Ln | Austin | 78758 | | 209; |
| 117 | Turner-Roberts Rec Center | 7201 Colony Loop Dr | Austin | 78724 | | 120; 125; 127; 154 | 228 | Shops at Arbor Walk (former Maurice's) | 10515 N Mopac Expy | Austin | 78759 | | |
| 121 | Austin Achieve - Northeast Campus | 7424 E Hwy 290 | Austin | 78752 | | 128; 131; 134 | 229 | Wells Branch Community Center | 2106 Klattenhoff Dr | Austin | 78728 | | 215; 216 |
| 123 | Hendrickson High School | 19201 Colorado Sand Dr | Pflugerville | 78660 | | 105; 106 ; 110 ;163 | 231 | Cat Mountain HOA | 6007 Mount Bonnell Rd | Austin | 78731 | | 220 |
| 124 | Carver Branch Library | 1161 Angelina St | Austin | 78702 | | | 232 | Canyon Ridge Middle School | 12601 Country Trails Ln | Austin | 78732 | | 234; 244 |
| 124 | Millennium Youth Complex | 1156 Hargrave St | Austin | 78702 | | | 233 | Shepherd of the Hills Christian Church | 6909 W Courtyard Dr | Austin | 78730 | | 245 |
| 126 | Givens Recreation Center | 3811 East 12th St. | Austin | 78721 | | | 236 | Yarborough Branch Library | 2200 Hancock Dr | Austin | 78756 | | 235; 273 |
| 129 | Greater Mt Zion Baptist Church | 4301 Tannehill Ln | Austin | 78721 | | | 237 | Church at Highland Park, The | 5206 Balcones Dr | Austin | 78731 | | 213; 240; 266 |
| 130 | Memorial United Methodist | 6100 Berkman Dr | Austin | 78723 | | 118 | 238 | Northwest Hills UMC - Youth Center | 7027 Hart Ln | Austin | 78731 | | 247 |
| 132 | East Nineteenth St Missionary Baptist | 3401 Rogge Ln | Austin | 78723 | | 133 | 239 | Northwest Recreation Center | 2913 Northland Dr | Austin | 78757 | | |
| 135 | Sawyer Hall | 1320 East 51st St. | Austin | 78723 | | | 242 | Brentwood Bible Church | 6301 Woodrow Ave | Austin | 78757 | | 241,248 |
| 136 | Pflugerville ISD Rock Gym | 702 W. Pecan St | Pflugerville | 78660 | | 146; 150 | 243 | Ben Hur Shrine Center | 7811 Rockwood Ln | Austin | 78757 | | 252 |
| 137 | Avalon Pool and Amenity Center | 19729 Jakes Hill Rd | Pflugerville | 78660 | | 107 ;161 | 249 | St Matthew's Episcopal | 8134 Mesa Dr | Austin | 78759 | | 246; 253; 262 |
| 139 | Asian American Resource Center | 8401 Cameron Rd | Austin | 78754 | | 140; 141; 164 | 250 | St Luke United Methodist | 1306 W Lynn St | Austin | 78703 | | |
| 148 | County Tax Office, Pflugerville | 15822 Foothill Farms Loop | Pflugerville | 78660 | | 113; 145; 160 | 254 | Davis Elementary | 5214 Duval Rd | Austin | 78727 | | 267 |
| 151 | Dottie Jordan Recreation Center | 2803 Loyola Ln | Austin | 78723 | | 122 | 258 | St John's Episcopal | 11201 Parkfield Dr | Austin | 78758 | | 211; 222; 226; 227 |
| 152 | United Way of Greater Austin | 2000 E Martin Luther King Jr Blvd | Austin | 78702 | | | 259 | Milwood Branch Library | 12500 Amherst Drive | Austin | 78727 | | 263 |
| 156 | City of Austin Planning and Dev Center | 6310 Wilhelmina Delco Dr | Austin | 78752 | | 142; 149 | 275 | Baker Center, Alamo Drafthouse | 3908 Avenue B | Austin | 78751 | | 200; 202; 274; 214 |
| 207 | YMCA Northwest Branch | 5807 McNeil Dr | Austin | 78729 | | | 301 | Sunset Valley City Hall | 3205 Jones Rd | Austin | 78745 | | |
| 208 | UT Flawn Academic Center | 2304 Whitis Ave. No 338 | Austin | 78712 | | 206; 277 | 302 | Bailey Middle School | 4020 Lost Oasis Hollow | Austin | 78739 | | 360 |
| 210 | O. Henry Middle School | 2610 W 10th St | Austin | 78703 | | 251; 256 | 303 | Oak Hill Primitive Baptist | 11408 FM 1826 | Austin | 78737 | | |
| 217 | Juan P. Navarro Early College HS | 1201 Payton Gin Rd | Austin | 78758 | | 223 | 308 | Lake Travis Middle School | 4932 Bee Creek Rd | Spicewood | 78669 | | |

| Pct. | Vote Center | Address | City | Zip | Bus | Combined Precincts |
|------|---|---------------------------|---------|---------------|---|-------------------------|
| | Centro de Votación | Dirección | Ciudad | Código Postal | | Precintos Combinados |
| 311 | Austin Recreation Center | 1301 Shoal Creek Blvd | Austin | 78701 |  | 325 |
| 313 | Lamar Senior Activity Center | 2874 Shoal Crest Ave | Austin | 78705 | | |
| 314 | Oak Hill Fire Dept No 302 | 4111 Barton Creek Blvd | Austin | 78735 | | 357 |
| 315 | Villages of Shady Hollow Amenity Center | 12006 Gatling Gun Ln | Austin | 78748 | | 309; 310 |
| 316 | Travis County Parks Office | 14624 Hamilton Pool Rd | Austin | 78738 | | 346 |
| 319 | Lakeway Activity Center | 105 Cross Creek | Lakeway | 78734 | | 306; 320 |
| 324 | Bee Cave City Hall | 4000 Galleria Pkwy | Austin | 78738 | | 368 |
| 328 | Spicewood Springs Branch Library | 8637 Spicewood Springs Rd | Austin | 78759 | | 305; 321; 323; 331; 345 |
| 329 | Austin City Hall | 301 W 2nd St | Austin | 78701 |  | |
| 330 | Laura Bush Community Library | 9411 Bee Caves Rd | Austin | 78733 | | 318; 338 |
| 332 | Zilker Elementary | 1900 Bluebonnet Ln | Austin | 78704 | | 340; 341; 342; 356 |
| 333 | Peace Lutheran | 10625 N FM 620 | Austin | 78726 | | 343 |
| 334 | Unity Church of the Hills | 9905 Anderson Mill Rd | Austin | 78750 | | 335; 336 |
| 337 | Lakewood HOA | 7317 Lakewood Dr | Austin | 78750 | | 326; 327 |
| 339 | Western Hills Church of Christ | 6211 Parkwood Dr | Austin | 78735 |  | 354 |
| 347 | Hill Country Middle School | 1300 Walsh Tarlton Ln | Austin | 78746 |  | 307; 317 |
| 351 | Austin Oaks Church | 4220 Monterey Oaks Blvd | Austin | 78749 |  | |
| 352 | Impact Family Church | 2909 W William Cannon Dr | Austin | 78745 |  | 344; 350; 358 |
| 359 | Lake Travis ISD Ed Dev Center | 607 Ranch Road 620 N | Austin | 78734 | | 312 |
| 361 | Oak Hill Fire Dept No 301 | 9211 Circle Dr | Austin | 78736 |  | |
| 362 | Will Hampton Branch Library | 5125 Convict Hill Rd | Austin | 78749 |  | 363 |
| 364 | Westlake United Methodist | 1460 Redbud Trail | Austin | 78746 | | |
| 365 | Community Center at Oak Hill | 8656 W Hwy 71 | Austin | 78735 | | 349 |
| 366 | Oak Hill United Methodist | 7815 US-290 | Austin | 78736 | | |

| Pct. | Vote Center | Address | City | Zip | Bus | Combined Precincts |
|------|---|--------------------------|------------|---------------|---|----------------------|
| | Centro de Votación | Dirección | Ciudad | Código Postal | | Precintos Combinados |
| 367 | Circle C Community Center | 7817 La Crosse Avenue | Austin | 78739 | | 304 |
| 369 | Christ Episcopal | 3520 W Whitestone Blvd | Cedar Park | 78613 | | 370 |
| 372 | Community Center at Jonestown | 18649 FM 1431 STE 6A | Jonestown | 78645 |  | |
| 373 | Lago Vista City Hall NEW | 5803 Thunderbird St | Lago Vista | 78645 |  | 371 |
| 374 | Deer Creek Elementary | 2420 Zeppelin Dr | Cedar Park | 78613 | | 375 |
| 403 | Creedmoor Community Center | 12511 FM1625 | Creedmoor | 78610 | | 405 |
| 406 | St Alban's Episcopal | 11819 IH 35 S | Austin | 78747 |  | 404 |
| 407 | Community Center at Del Valle | 3518 S FM 973 | Del Valle | 78617 |  | 401; 402 |
| 411 | Southpark Meadows, suite 500 | 9600 S IH 35 Frontage Rd | Austin | 78748 |  | 416; 417 |
| 414 | Texas Oaks Baptist | 9910 Billbrook Place | Austin | 78748 |  | 408; 435 |
| 420 | Good Shepherd on the Hill | 1700 Woodland Ave. | Austin | 78741 |  | 440 |
| 421 | <i>Church on Congress Avenue</i> | 1511 S Congress Ave | Austin | 78704 |  | 428; 437 |
| 422 | Faith Presbyterian Church | 1314 E Oltorf St | Austin | 78704 |  | 433 |
| 424 | South Austin Recreation Center | 1100 Cumberland Rd | Austin | 78704 |  | 409 |
| 426 | Parque Zaragoza Recreation Center | 2608 Gonzales St | Austin | 78702 |  | 427; 436; 444 |
| 429 | Dan Ruiz Branch Library | 1600 Grove Blvd | Austin | 78741 |  | 423; 431 |
| 439 | Rodolpho "Rudy" Mendez Rec Ctr NEW | 2407 Canterbury | Austin | 78702 | | 432; 434; 438 |
| 441 | St John's Lutheran | 409 W Ben White Blvd | Austin | 78704 |  | 442; 446 |
| 443 | Mendez Middle School | 5106 Village Square | Austin | 78744 |  | 450; 452; |
| 448 | Langford Elementary | 2206 Blue Meadow Dr | Austin | 78744 |  | 413 |
| 451 | Bedichek Middle School | 6800 Bill Hughes Rd | Austin | 78745 |  | 410; 419; 447 |
| 454 | Manchaca Road Branch Public Library | 5500 Manchaca Rd | Austin | 78745 |  | 412; 425; 460 |
| 461 | Austin New Church at 04 Center | 2701 S Lamar Blvd | Austin | 78704 |  | 430; |
| 463 | Dittmar Recreation Center | 1009 W Dittmar Rd | Austin | 78745 | | 415; 458 |



bus icon indicates Vote Center within 5 minutes of a Capital Metro bus stop

los sitios con un icono de autobús están a cinco minutos o menos de distancia caminando de una parada de autobús de Capital Metro

rev: March 10,, 2021

www.votetravis.com

(512) 238-VOTE (8683)

elections@traviscountvtx.gov

subject to the approval of Travis County Commissioners Court



**Vote Center Locations for Early Voting and Election Day
2021 May Elections (Local Jurisdictions)**

Early Voting: April 19, 2021 – April 27, 2021

| | |
|------------------------------------|--------------|
| Monday April 19 | 7 AM – 7 PM |
| Tuesday April 20 – Friday April 23 | 8 AM – 5 PM |
| Saturday April 24 | 10 AM – 2 PM |
| Monday April 26 | 7 AM – 7 PM |
| Tuesday April 27 | 8 AM – 5 PM |

Election Day: May 1, 2021

Saturday, May 1, 2021: 7 AM – 7 PM

Jennifer Anderson, Elections Administrator: (512) 393-7310

| Early Voting | Election Day | <u>San Marcos CISD</u> | |
|--|--------------|--|---|
| | ✓ | Dunbar Center | 801 Martin Luther King Drive, San Marcos |
| ✓ | ✓ | Live Oak Health (formerly Hays County Health Department) | 401 Broadway Street #A, San Marcos |
| ✓ | ✓ | Hays County Government Center | 712 S. Stagecoach Trail, # 1012, San Marcos |
| | ✓ | San Marcos Housing Authority/ CM Allen Homes | 820 Sturgeon Drive, San Marcos |
| ✓ | ✓ | Texas State Performing Arts Center | 430 Moon Street, San Marcos |
| <u>Hays CISD</u> | | | |
| ✓ | ✓ | Hays CISD @ Arnold Transportation Bldg. | 21003 Interstate 35, Kyle (Hays & Caldwell) |
| | ✓ | Wallace Middle School | 1500 West Center Street, Kyle |
| ✓ | | Buda Elementary Upper Campus (Historic School Site – Kunkel Room) | 300 San Marcos Street, Buda |
| | ✓ | McCormick Middle School | 5700 Dacy Lane, Kyle |
| | ✓ | Hays CISD Transportation - Uhland | 2385 High Road, Uhland (Hays & Caldwell) |
| | ✓ | Hays Hills Baptist Church | 1401 FM 1626, Buda |
| <u>City of Dripping Springs and DSISD</u> | | | |
| ✓ | ✓ | Dripping Springs City Hall | 511 Mercer Street, Dripping Springs, TX |
| | ✓ | Hays Precinct 4 Office | 195 Roger Hanks Parkway, Dripping Springs |

| | | | |
|---|---|-----------------------------------|--------------------------------|
| | | <u>City of Wimberley</u> | |
| ✓ | ✓ | Wimberley Community Center | 14068 Ranch Road 12, Wimberley |

Williamson County
Joint General and Special Elections
Saturday, May 1, 2021

Elecciones generales y Especiales

Sabado 1 de mayo

Registered voters may vote at any location listed below

Los votantes registrados podrán votar en cualquiera de los lugares de votación listados abajo

Vote Center Locations

7:00 am - 7:00 pm

Locaciones de Centros de Votos

| City (ciudad) | Location (ubicación) | Address (la dirección) | Zip |
|---------------------|--|---------------------------------|-------|
| AUSTIN | Anderson Mill Limited District | 11500 El Salido Parkway | 78750 |
| | Lord of Life Lutheran Church | 9700 Neenah Avenue | 78717 |
| BARTLETT | Bartlett City Hall | 140 W Clark Street | 76511 |
| CEDAR PARK | Vista Ridge High School | 200 S Vista Ridge Boulevard | 78613 |
| | Cedar Park Library | 550 Discovery Boulevard | 78613 |
| | Cedar Park Randalls | 1400 Cypress Creek Road | 78613 |
| FLORENCE | Florence City Hall | 106 S Patterson Street | 76527 |
| GEORGETOWN | Cowan Creek Amenity Center | 1433 Cool Spring Way | 78633 |
| | First Baptist Church-Georgetown | 1333 W University Avenue | 78628 |
| | Williamson County Inner Loop Annex | 301 SE Inner Loop | 78626 |
| | Georgetown Housing Authority | 210 W 18th Street, Building 1 | 78626 |
| | GISD Technology and Nutrition Building | 603 Lakeway Drive | 78628 |
| GRANGER | Granger Independent School District | 300 N Colorado | 76530 |
| HUTTO | Hutto ISD Administration Building | 200 College Street | 78634 |
| | Wilco Hutto Annex | 321 Ed Schmidt Blvd, Suite 100 | 78634 |
| JARRELL | Jarrell ISD Administration | 108 E Avenue F | 76537 |
| LEANDER | Leander Public Library Annex | 1011 S Bagdad Road | 78641 |
| | Pat Bryson Municipal Hall | 201 N Brushy Street | 78641 |
| | Rouse High School | 1222 Raider Way | 78641 |
| LIBERTY HILL | Liberty Hill Municipal Court | 2801 RR 1869 | 78642 |
| | Liberty Hill High School | 16500 W SH 29 | 78642 |
| ROUND ROCK | Baca Senior Center | 301 W Bagdad Avenue, Building 2 | 78664 |
| | Brushy Creek Community Center | 16318 Great Oaks Drive | 78681 |
| | Round Rock Randalls | 2051 Gattis School Road | 78664 |
| | Round Rock High School | 300 N Lake Creek Drive | 78681 |
| | Williamson County Jester Annex | 1801 E Old Settlers Boulevard | 78664 |
| TAYLOR | Taylor Middle School | 304 Carlos G Parker Blvd NW | 76574 |

EXHIBIT D

Early Voting Polling Places



DANA DEBEAUVOIR,
COUNTY CLERK

Travis County Early Voting Locations

Saturday, May 1, 2021 Local Elections

Sitios de Votación Adelantada del Condado de Travis, para las Elecciones Locales del 1 de mayo de 2021
Early Voting begins Monday, April 19th and ends on Tuesday, April 27th

La Votación Adelantada empieza el lunes, 19 de abril y termina el martes, 27 de abril

Monday—Saturday (7am - 7pm), Sunday (Noon - 6pm)
lunes—sábado (7am - 7pm), domingo (mediodía - 6pm)

CENTRAL

| | | | | |
|--|--------------------------|--------|-------|--|
| Austin City Hall | 301 W 2nd St | Austin | 78701 | |
| Austin Recreation Center (at House Park) | 1301 Shoal Creek Blvd | Austin | 78701 | |
| City of Austin Planning and Development Center | 6310 Wilhelmina Delco Dr | Austin | 78752 | |

NORTH

| | | | | |
|--|-----------------------|--------------|-------|--|
| Ben Hur Shrine Center | 7811 Rockwood Ln | Austin | 78757 | |
| Double Queens Event Center | 11801 Dessau Rd #300 | Austin | 78754 | |
| Pflugerville ISD Rock Gym | 702 W Pecan St | Pflugerville | 78660 | |
| Shops at Arbor Walk (former Maurice's) | 10515 N Mopac Expy | Austin | 78759 | |
| Unity Church of the Hills | 9905 Anderson Mill Rd | Austin | 78750 | |

SOUTH

| | | | | |
|---|--------------------------|--------|-------|--|
| Austin Oaks Church | 4220 Monterey Oaks Blvd | Austin | 78749 | |
| Dittmar Recreation Center | 1009 W Dittmar Rd | Austin | 78745 | |
| South Austin Recreation Center | 1100 Cumberland Rd | Austin | 78704 | |
| Southpark Meadows, suite 500 (by Hobby Lobby) | 9600 S IH 35 Frontage Rd | Austin | 78748 | |

EAST

| | | | | |
|-----------------------------------|------------------|--------|-------|--|
| Parque Zaragoza Recreation Center | 2608 Gonzales St | Austin | 78702 | |
| Millennium Youth Complex | 1156 Hargrave St | Austin | 78702 | |
| Dan Ruiz Branch Library | 1600 Grove Blvd | Austin | 78741 | |

WEST

| | | | | |
|-----------------------------------|------------------------|------------|-------|--|
| Christ Episcopal Church | 3520 W Whitestone Blvd | Cedar Park | 78613 | |
| Eanes ISD Administration Building | 601 Camp Craft Rd | Austin | 78746 | |
| Lakeway Activity Center | 105 Cross Creek | Lakeway | 78734 | |
| Bee Cave City Hall | 4000 Galleria Pkwy | Bee Cave | 78738 | |



sites with a bus icon are 5 min or less walking distance from a Capital Metro bus stop

los sitios con un icono de autobús están a cinco minutos o menos de distancia caminando de una parada de autobús de Capital Metro



**Vote Center Locations for Early Voting and Election Day
2021 May Elections (Local Jurisdictions)**

Early Voting: April 19, 2021 – April 27, 2021

| | |
|------------------------------------|--------------|
| Monday April 19 | 7 AM – 7 PM |
| Tuesday April 20 – Friday April 23 | 8 AM – 5 PM |
| Saturday April 24 | 10 AM – 2 PM |
| Monday April 26 | 7 AM – 7 PM |
| Tuesday April 27 | 8 AM – 5 PM |

Election Day: May 1, 2021

Saturday, May 1, 2021: 7 AM – 7 PM

Jennifer Anderson, Elections Administrator: (512) 393-7310

| Early Voting | Election Day | <u>San Marcos CISD</u> | |
|--|--------------|--|---|
| | ✓ | Dunbar Center | 801 Martin Luther King Drive, San Marcos |
| ✓ | ✓ | Live Oak Health (formerly Hays County Health Department) | 401 Broadway Street #A, San Marcos |
| ✓ | ✓ | Hays County Government Center | 712 S. Stagecoach Trail, # 1012, San Marcos |
| | ✓ | San Marcos Housing Authority/ CM Allen Homes | 820 Sturgeon Drive, San Marcos |
| ✓ | ✓ | Texas State Performing Arts Center | 430 Moon Street, San Marcos |
| <u>Hays CISD</u> | | | |
| ✓ | ✓ | Hays CISD @ Arnold Transportation Bldg. | 21003 Interstate 35, Kyle (Hays & Caldwell) |
| | ✓ | Wallace Middle School | 1500 West Center Street, Kyle |
| ✓ | | Buda Elementary Upper Campus (Historic School Site – Kunkel Room) | 300 San Marcos Street, Buda |
| | ✓ | McCormick Middle School | 5700 Dacy Lane, Kyle |
| | ✓ | Hays CISD Transportation - Uhland | 2385 High Road, Uhland (Hays & Caldwell) |
| | ✓ | Hays Hills Baptist Church | 1401 FM 1626, Buda |
| <u>City of Dripping Springs and DSISD</u> | | | |
| ✓ | ✓ | Dripping Springs City Hall | 511 Mercer Street, Dripping Springs, TX |
| | ✓ | Hays Precinct 4 Office | 195 Roger Hanks Parkway, Dripping Springs |

| | | | |
|---|---|-----------------------------------|--------------------------------|
| | | <u>City of Wimberley</u> | |
| ✓ | ✓ | Wimberley Community Center | 14068 Ranch Road 12, Wimberley |

Williamson County Early Voting Schedule
Horario de la Votación Adelantada del Condado de Williamson

Joint General and Special Elections – May 1, 2021
Elecciones Generales y Especiales Conjuntas – 1 de mayo del 2021

Dates and Times for Locations:

Fechas y horarios para localidades de tiempo completo:

Monday, April 19th through Saturday, April 24th

8:00 am to 6:00 pm

NO SUNDAY VOTING

Monday, April 26th and Tuesday, April 27th

7:00 am to 7:00 pm

Del Lunes, 19 de abril al Sabado, 24 de abril

8:00 am – 6:00 pm

NO VOTACION EN EL DOMINGO

Del Lunes, 26 de abril al Martes, 27 de abril

7:00 am – 7:00 pm

Main Location - *ubicación principal*

Georgetown: Georgetown Inner Loop Annex, 301 SE Inner Loop

Branch Locations - *ubicaciones de sucursales*

Austin: Anderson Mill Limited District, 11500 El Salido Parkway

Cedar Park: Cedar Park Public Library, 550 Discovery Boulevard

Cedar Park: Cedar Park Randalls, 1400 Cypress Creek Road

Georgetown: Cowan Creek Amenity Center, 1433 Cool Spring Way

Georgetown: Georgetown ISD Technology Building, 603 Lakeway Drive

Hutto: Wilco Hutto Annex, 321 Ed Schmidt Boulevard, Suite 100

Jarrell: Jarrell ISD Administration, 108 East Avenue F

Leander: Leander Public Library, 1011 S. Bagdad Road

Liberty Hill: Liberty Hill Municipal Court, 2801 RR 1869

Round Rock: Baca Senior Center, 301 W Bagdad Street, Building 2

Round Rock: Round Rock Randalls, 2051 Gattis School Road

Round Rock: Brushy Creek Community Center, 16318 Great Oaks Drive

Round Rock: Williamson County Jester Annex, 1801 E Old Settlers Boulevard

Taylor: Taylor City Hall, 400 Porter Street

Georgetown: **Limited Ballot Voting** – Georgetown Inner Loop Annex, 301 SE Inner Loop

EXHIBIT E

Election Services Contracts and Joint Election Agreements



Travis County Commissioners Court Voting Session Agenda Request

22.A

Meeting Date: March 2, 2021

Agenda Language:

Consider and take appropriate action regarding new contracts to provide election services for the following entities located in Travis County:

- A. City of Austin
- B. City of West Lake Hills
- C. Village of Webberville
- D. Dripping Springs ISD
- E. Hays CISD
- F. Pflugerville ISD
- G. Shady Hollow MUD

Prepared By/Phone Number: Dana Hess, Chief Deputy County Clerk, Travis County Clerk's Office, 512-854-9587

Elected/Appointed Official or Department Head: Dana DeBeauvoir, Travis County Clerk

Commissioners Court Sponsor(s): Travis County Judge Andy Brown

Press Inquiries: Victoria Hinojosa / Victoria.hinojosa@traviscountytx.gov / 512-854-9587

Background/Summary of Request and Attachments:

Three election services agreements.

Staff Recommendations:

The County Clerk's Office recommends approval of each of the above-referenced election services contracts.

Issues and Opportunities:

N/A

Fiscal Impact and Source of Funding:

N/A

Required Authorizations:

Dana Hess, Chief Deputy County Clerk, 512-854-9587

Related Departments:

Julie Joe, Assistant Travis County Attorney, 512-854-4835

AGENDA REQUEST & BACKUP MATERIALS DEADLINE: Agenda requests and backup materials must be submitted in PDF format via email to agenda@traviscountytx.gov by **12 noon on Tuesday** in order to be considered for inclusion in the following week's voting session.

ELECTION AGREEMENT BETWEEN TRAVIS COUNTY AND THE CITY OF AUSTIN

Pursuant to Chapter 31, Subchapter D, Chapter 123, and Chapter 271 of the Texas Election Code and Chapter 791 of the Texas Government Code, Travis County (the "County") and the City of Austin ("Participating Entity") enter into this agreement (this "Agreement") for the Travis County Clerk, as the County's election officer (the "Election Officer"), to conduct the Participating Entity's elections, including runoffs, and for the Participating Entity's use of the County's current or future-acquired election equipment for any voting system that the County adopts, as authorized under Title 8 of the Texas Election Code, for all Participating Entity elections. The purpose of this Agreement is to maintain consistency and accessibility in voting practices, polling places, and election procedures in order to best assist the voters of the Participating Entity.

Section 1. GENERAL PROVISIONS

- (A) Except as otherwise provided in this Agreement, the term "election" refers to any Participating Entity election, occurring on any uniform election date prescribed by the Texas Election Code or a primary election date, along with any resulting runoff, if necessary, within all Participating Entity's territory located in Travis County. If a runoff is necessary, the Participating Entity shall work with the Election Officer to determine a mutually acceptable run-off date. In the event that the Participating Entity (and any other entity for which the County is providing election services or for which the County is conducting a joint election) do not agree on a run-off date, the Participating Entity agrees to whichever run-off date is selected by the Election Officer.
- (B) If the Participating Entity determines it is necessary to conduct an election during a time other than that specified in Section 1(A), the Election Officer and a representative designated by the Participating Entity will meet as soon as possible thereafter to determine the feasibility of the Election Officer conducting such an election. If both parties agree that the Election Officer will administer the election, the new election will be based on all other applicable provisions of this Agreement except provisions that are inconsistent and cannot be feasibly applied.
- (C) Except as otherwise provided in this Agreement:
 - (1) The term "Election Officer" refers to the Travis County Clerk;
 - (2) The term "precinct" means all precincts in the territory of the Participating Entity located within Travis County.
 - (3) The term "election services" refers to services used to perform or supervise any or all of the duties and functions that the Election Officer determines necessary for the conduct of an election.
 - (4) The term "cost for election services" includes the costs for personnel, supplies, materials, or services needed for providing these services as

permitted by the Texas Election Code but does not refer to costs relating to the use of the voting equipment.

- (D) Except as otherwise provided in this Agreement, the cost for "use of voting equipment" for a particular election is the amount the County will charge the Participating Entity for use of the County's voting equipment in use at the time of that election.
- (E) The Participating Entity agrees to commit the funds necessary to pay for all election-related expenses for Participating Entity elections in accordance with this Agreement.
- (F) The Election Officer has the right to enter into agreements with other entities at any time, including during the dates listed in Section 1(A).
- (G) As a condition for providing election services and equipment usage, the Election Officer may require authorities of political subdivisions holding elections on the same day in all or part of the same territory to enter into a joint election agreement as authorized in Chapter 271 of the Texas Election Code, and the Participating Entity agrees to enter into any joint election agreement required by the County.

SECTION 2. PARTICIPATING ENTITY'S USE OF VOTING EQUIPMENT; DUTIES OF THE ELECTION OFFICER AND OF THE PARTICIPATING ENTITY

The County shall make available to the Participating Entity the County's current voting system and any future-acquired voting system as authorized under Title 8 of the Texas Election Code, subject to restrictions and conditions imposed by the Election Officer to ensure availability of the equipment for County-ordered elections, primary elections, special elections, and subsequent runoff elections, if applicable. The Election Officer may also impose restrictions and conditions to protect the equipment from misuse or damage.

SECTION 3. APPOINTMENT OF ELECTION OFFICER

- (A) The Travis County Election Officer ("Election Officer") is appointed to serve as the Participating Entity's Election Officer and Early Voting Clerk to conduct the Participating Entity's elections described in Section 1.
- (B) As the Participating Entity's Election Officer and Early Voting Clerk, the Election Officer shall coordinate, supervise, and conduct all aspects of administering voting in Participating Entity elections in compliance with all applicable laws, subject to Section 3(C) below.
- (C) The Participating Entity shall continue to perform those election duties listed in (1) through (7) below and any other election duties, such as receipt of candidate applications, that are not allowed to be delegated to another governmental entity:

- (1) preparing, adopting, and publishing all required election orders, resolutions, notices, and other documents, including bilingual materials, evidencing action by the governing authority of the Participating Entity necessary to the conduct of an election, except that:
 - a. The Election Officer may provide newspaper notices on behalf of the Participating Entity with respect to a specific election if:
 - i. Not later than 60 days before election day for that election, the Participating Entity submits a written request to the Election Officer to provide newspaper notices on behalf of the Participating Entity, provides the Election Officer the content of the notices and information as which newspapers those notices are to be published and the dates of publication and any other information required by the Election Officer for providing newspaper notices, and
 - ii. The Participating Entity pays the Election Officer all costs associated with providing the newspaper notices.
 - b. With respect to each debt obligation election the Election Officer conducts for the Participating Entity pursuant to this Agreement:
 - i. The Election Officer, after receiving from the Participating Entity a copy of the debt obligation election order, shall post the notice required by and in accordance with Texas Election Code Section 4.003(f)(1) on election day and during early voting by personal appearance, in a prominent location at each polling place;
 - ii. The Election Officer shall provide written confirmation that to the Participating Entity that the debt obligation election order was posted in accordance with Texas Election Code Section 4.003(f)(1); and
 - iii. The Participating Entity shall pay any applicable expenses incurred by the Election Officer that directly relates to the posting required by Texas Election Code Section 4.003(f)(1).
- (2) Preparing the text for the Participating Entity's official ballot in English and Spanish and any other languages as required by law;
- (3) Providing the Election Officer with a list of candidates or propositions showing the order and the exact manner in which the candidates' names and the propositions are to appear on the official ballot;
- (4) Conducting the official canvass of a Participating Entity election;
- (5) administering the Participating Entity's duties under state and local campaign finance laws;
- (6) having a Participating Entity representative serve as the custodian of its election records; and

- (7) Filing the Participating Entity's annual voting system report to the Secretary of State as required under Texas Election Code Chapter 123.
- (D) The Participating Entity shall also be responsible for proofing and attesting to the accuracy of all ballot language, including any required language translations, and format information programmed by the County. This includes any information programmed for use with the audio or tactile button features of the equipment. The Participating Entity will also monitor and review all logic and accuracy testing and mandatory tabulations. The Participating Entity will complete its duties within timeframes as prescribed by the County. If the Participating Entity finds any discrepancies or concerns, it will immediately report them to the Election Officer and work with her to resolve any issues so that final approval can be reached. The Participating Entity shall be responsible for any and all actual costs associated with correcting the ballot and ballot programming if the error is discovered after the Participating Entity has signed off on its final proof containing the error.
- (E) The City Clerk will assist the County whenever possible when the conduct of the election requires assistance from Participating Entity departments and staff. The City Clerk will serve as the Regular Early Voting Clerk for the Participating Entity to receive requests for applications for early voting ballots and forward these applications to the Joint Early Voting Clerk. The City Clerk will serve as the Custodian of Records for the Participating Entity to complete those tasks in the Texas Election Code that the Election Officer will not perform.

SECTION 4. ELECTION WORKERS AND POLLING PLACES

- (A) For presentation to the governing body of the Participating Entity, the County shall provide a list containing the locations, times, and dates of early voting polling places suitable for consideration and adoption by the governing body in accordance with Texas Election Code Chapter 85. The Election Officer will designate and confirm all Election Day polling place locations.
- (B) The Election Officer will assume the responsibility for recruiting election personnel; however, if by the 5th day before the Election, the Election Officer reports vacancies in positions for election judges, alternate judges, election day clerks, early voting ballot board, receiving substation clerks, or any other key election personnel, the Participating Entity shall provide emergency personnel in these positions.
- (C) The Election Officer shall notify each of the election judges and alternates of their appointment and the eligibility requirements that pertain to them and to the selection of Election Day clerks. Included in this notification will be the number of clerks that each precinct should have in addition to the election judge and alternate judge. The election judges and/or the alternates are responsible for recruiting and supervising their clerks.

- (D) All election workers must agree to attend training sessions as determined by the Election Officer. Costs for these training sessions and compensation for attendees will be included as part of the election services costs.
- (E) During any election and any subsequent runoff election that involve entities in addition to the Participating Entity, the Election Officer will work with all parties to find a plan that can be agreed upon regarding the designation of polling places. If agreement cannot be reached, the Election Officer will resolve the differences. **In all cases, the Election Officer has sole discretion to determine whether polling place changes are necessary.**

SECTION 5. PAYMENTS FOR ELECTION SERVICES

- (A) Costs and payments for the use of voting equipment are addressed separately in Section 6 of this Agreement.
- (B) Requests for Election Services. For each election the Participating Entity desires the Election Officer to conduct, the Participating Entity must submit a written request to the Election Officer that describes the general nature of the election and specifies the date of the election. Each request for election services, including each request for the Election Officer to conduct a runoff election, must be accompanied by a non-refundable payment of \$150 to the Election Officer.
- (C) Cancellations. On or before 11:59 p.m. on the 68th day before an election for which the Participating Entity has requested election services, the Participating Entity shall notify the Election Officer as to whether the Participating Entity anticipates the cancellation of its election, and on or before 11:59 p.m. on the 60th day before the election the Participating Entity shall notify the Election Officer as to whether the Participating Entity will cancel that election. If the Election Officer receives written notice from the Participating Entity on or before 11:59 p.m. of the 60th day before an election that the Participating Entity's election will be cancelled, the Participating Entity will accrue no further costs relating to that cancelled election.
- (D) Notice, Cost Estimate, Initial Invoicing, and Initial Payment.
 - (1) Notwithstanding the provisions in Section 9(B), the County and the Participating Entity agree that notice under Section 5 can be provided via e-mail. The following e-mail address will be used for e-mail communications to or from the County pursuant to Section 5: elections@traviscountytexas.gov, with a copy to Election.Entities@traviscountytexas.gov. The Participating Entity has designated the City Clerk as the Participating Entity's representative for sending and receiving e-mail communications under Section 5, and the Participating Entity designates the following e-mail address as the Participating Entity's email address for sending and

receiving e-mail communications pursuant to Section 5:
Elections@austintexas.gov.

- (2) Initial Cost Estimate. On or before the 60th day before an election for which the Participating Entity has requested election services, the Election Officer will mail and/or email to the Participating Entity a cost estimate for conducting the election. The cost estimate will include an administrative fee that is equal to 10% of the total estimated cost of conducting the Participating Entity's election, excluding the costs of voting equipment. In the event of a joint election, the cost estimate will reflect that election costs will be divided on a pro rata basis among all entities involved in the election in the manner set forth in this Section 5. The proportional cost for the Election Officer to conduct each participating entity's election will be calculated by dividing the number of registered voters in the territorial jurisdiction of each participating entity by the total number of registered voters for all of the participating entities involved in the joint election and multiplying that quotient by the total cost of the election. The product of these numbers is the pro rata cost share for each participating entity. The Participating Entity acknowledges and understands that if any other participating entity listed in the cost estimate cancels its election, each remaining participating entity's pro rata cost (including the Participating Entity's pro rata cost share) will result in a proportionate cost increase.
- (3) Initial Invoice and Initial Payment. Along with the initial cost estimate, the Election Officer will also include an initial invoice for the Participating Entity to pay 75% of the initial cost estimate. The Participating Entity must pay the County the amount specified in each invoice no later than 30 days after the Participating Entity's receipt of the invoice.
- (4) Runoff Elections. For each runoff election the Participating Entity has requested that the Election Officer conduct, the Participating Entity must make a payment equal to 75% of the projected costs for the runoff election no later than three business days after receiving that cost estimate from the Election Officer. The projected share of election costs will include an administrative fee that is equal to 10% of the total estimated cost of conducting the Participating Entity's runoff election, excluding the costs of voting equipment.
- (5) Each party may change its respective email addresses for e-mail communications under this Section 5, without the need to amend this Agreement, by sending notice to the other party in accordance with Section 9(B).
- (F) Final Accounting and Final Invoice. The County will send the Participating Entity a final invoice of election expenses not later than 90 days after an election unless the Election Officer notifies the Participating Entity during that 90-day period

following the election that the Election Officer requires additional time to send a final invoice to the Participating Entity. The final invoice will include a listing of additional costs incurred at the Participating Entity's behalf and specify the total payment due from the Participating Entity for any unpaid portion of the Participating Entity's costs.

- (1) Within 30 days after receipt of an election cost invoice setting forth the Election Officer's actual contract expenses and charges incurred in the conduct of the election, the Participating Entity shall pay the Election Officer the balance due on each final invoice no later than 30 days after the Participating Entity's receipt of that invoice.
 - (2) A refund may be due from the County to the Participating Entity if the final costs are lower than the amount already paid by the Participating Entity or if, at the end of the calendar year, the County Auditor's Office makes adjustments to the election workers' payroll and the amount already paid by the Participating Entity for election worker payroll costs exceeds the payroll amounts calculated by the County Auditor's Office.
- (G) The Participating Entity shall promptly review an election invoice and any supporting documentation when received from the County. The Participating Entity may audit, during the County's normal business hours, relevant County election or accounting records upon reasonable notice to the County. The Participating Entity shall pay the entire final invoice or the undisputed portion of the final invoice not later than the 30th day after receiving the invoice. Failure by the Participating Entity to timely pay an invoice in full may impact the Election Officer's participation in future elections with the Participating Entity.

SECTION 6. PAYMENTS FOR USE OF VOTING EQUIPMENT

- (A) The Election Officer shall conduct elections using a voting system certified by the Secretary of State in accordance with the Texas Election Code and that has been approved for use by the Travis County Commissioners Court unless otherwise agreed upon by the Participating Entity, the Travis County Clerk, and the Travis County Commissioners Court.
- (B) The Participating Entity shall make payments to Travis County as consideration for the use of the County's voting equipment.
- (1) For each election the Election Officer conducts for the Participating Entity after January 1, 2021 through January 1, 2022, the Participating Entity shall pay one percent of the cost of the electronic voting system equipment installed at a polling place and one percent for each unit of other electronic equipment used by the Travis County Clerk's Office to conduct the election or provide election services.

- (2) In this Agreement "other electronic equipment" includes ballot marking devices, ballot scanners, ballot printers, ballot tabulators, and ballot programming software.
- (C) Payment by the Participating Entity to the County for voting equipment is due no later than 30 days after the Participating Entity's receipt of an invoice from the County.
- (D) If the County acquires additional equipment, different voting equipment, or upgrades to existing equipment during the term of this Agreement, the charge for the use of the equipment may be renegotiated.

SECTION 7. ADDITIONAL EARLY VOTING LOCATIONS

- (A) All of the Participating Entity's voters within Travis County will have access to all of the Travis County Early Voting sites in each election at no additional cost.
- (B) If the Participating Entity desires to have one or more early voting sites that are in addition to those sites the Election Officer has already selected for a specific election, the Participating Entity must submit the request to the Election Officer no later than 60 days before the election, and the Election Officer will thereafter provide a written estimate to the Participating Entity that sets forth the estimated cost for providing the additional early voting location(s) and the deadline by which the cost estimate must be paid. If, after receiving the cost estimate, the Participating Entity desires to move forward with having the additional early voting location(s), the Participating Entity will notify the Election Officer and include payment of the cost estimate with the Participating Entity's notice to the Election Officer no later than the deadline specified in the Election Officer's cost estimate. *Pursuant to Texas Election Code Section 85.064(b) and notwithstanding any provision to the contrary, the Election Officer has sole discretion to determine whether to provide any additional early voting sites requested by the Participating Entity.*

SECTION 8. COMMUNICATIONS

- (A) The Participating Entity and the Election Officer shall each designate a member of their staff to serve as the primary contact for the respective offices under this Agreement and provide the name and contact information for that individual to the other party. Each party may change their designated staff members by sending notice to the other party without the further need to amend this Agreement.
- (B) Throughout the term of this Agreement, the Participating Entity and the County will engage in ongoing communications on issues related to Participating Entity elections, the use of County's voting equipment, and the delivery of services under this Agreement and, when necessary, the County Clerk, Elections Division staff

members, and other election workers shall meet with the Participating Entity to discuss and resolve any problems which might arise under this Agreement.

- (C) The Election Officer shall be the main point of media contact for election information related to election administration. The Participating Entity shall designate a contact to be the main point of contact for matters related to the content of the Participating Entity's ballot or candidates.

SECTION 9. MISCELLANEOUS PROVISIONS

- (A) Amendment/Modification

Except as otherwise provided, this Agreement may not be amended, modified, or changed in any respect whatsoever, except by a further Agreement in writing and duly executed by the parties hereto. No official, representative, agent, or employee of the County has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the Commissioners Court of Travis County, Texas. No official, representative, agent, or employee of the Participating Entity has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the governing body of the Participating Entity. Dana DeBeauvoir, Travis County Clerk, may propose necessary amendments or modifications to this Agreement in writing in order to conduct a joint election smoothly and efficiently, except that any such proposals must be approved by the Commissioners Court of the County and the governing body of the Participating Entity.

- (B) Notice

Unless otherwise provided herein, any notice to be given hereunder by any party to the other shall be in writing and may be affected by personal delivery, by certified mail, or by common carrier. Notice to a party shall be addressed as follows:

City of Austin
Office of the City Clerk
P.O. Box 1088
Austin, TX 78767

TRAVIS COUNTY
Honorable Dana DeBeauvoir, Travis County Clerk
1000 Guadalupe Street, Room 222
Austin, Texas 78701

Cc: Honorable Delia Garza, Travis County Attorney (or her successor)
314 West 11th Street, 5th Floor
Austin, Texas 78701

Notice by hand-delivery is deemed effective immediately, notice by certified mail is deemed effective three days after deposit with a U.S. Postal Office or in a U.S. Mail Box, and notice by a common carrier, is deemed effective upon receipt. Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this Section. When notices by e-mail are permitted by this Agreement, (1) the notice is deemed effective upon the day it is sent if the e-mail is received before 5:00 p.m. on a business day; (2) the notice is deemed effective on the first business day after the e-mail was received if the email was received after 5:00 p.m. on a business day or anytime on a Saturday or Sunday. In this Agreement, "business day" means any weekday that is not a holiday designated by the Travis County Commissioners Court.

(C) Force Majeure

In the event that the performance by the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or condition of any persons not a party hereto or in privity thereof, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

(D) Venue and Choice of Law

The Participating Entity agrees that venue for any dispute arising under this Agreement will lie in the appropriate courts of Austin, Travis County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America.

(E) Entire Agreement

This Agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed and also supersedes all prior agreements, including prior election services contracts and prior agreements to conduct joint elections. Any prior agreements, promises, negotiations, or representations not expressly contained in this Agreement are of no force or effect. Any oral representations or modifications concerning this Agreement shall be of no force or effect, excepting a subsequent modification in writing as provided herein.

(F) Severability

If any provision of this Agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Agreement. Parties to this Agreement

shall perform their obligations under this Agreement in accordance with the intent of the parties to this Agreement as expressed in the terms and provisions of this Agreement.

(G) Breach

In the event that Participating Entity or County breaches any of its obligations under this Agreement, the non-breaching party shall be entitled to pursue any and all rights and remedies allowed by law.

(H) Payments from Current Revenues

Payments made by the Participating Entity in meeting its obligations under this Agreement shall be made from current revenue funds available to the governing body of the Participating Entity. Payments made by the County in meeting its obligations under this Agreement shall be made from current budget or revenue available to the County.

(I) Other Instruments

The County and the Participating Entity agree that they will execute other and further instruments or any documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.

(J) Third Party Beneficiaries

Except as otherwise provided herein, nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights or remedies under or by reason of this Agreement.

(K) Joint Election Agreements

The County and the Participating Entity expressly understand and acknowledge that each may enter into other joint election agreements with other jurisdictions, to be held on Election Day and at common polling places covered by this Agreement.

When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.053 of the Texas Civil Practice and Remedies Code unless both parties agree, in writing, to waive the confidentiality. Notwithstanding the foregoing, the parties intend to fully comply with the Texas Open Meetings Act and the Texas Public

Information Act whenever applicable. The term "confidential" as used in this Agreement has the same meaning as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act.

(L) Addresses for Payments

Payments made to the County or the Participating Entity under this Agreement shall be addressed to following respective addresses:

Travis County Clerk – Elections Division
P.O. Box 149325
Austin, Texas 78714

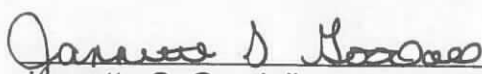
City of Austin
Office of the City Clerk
P.O. Box 1088
Austin, TX 78767

- (M) This Agreement is effective upon execution by both parties and remains in effect until either party terminates this agreement for any reason upon providing 60 days written notice to the other party.
- (N) All times referenced in this Agreement are to Central Time, and in all instances, the time-stamp clock used by the Travis County Clerk's Office at 5501 Airport Boulevard in Austin, Texas is the official clock for determining the correct time.
- (O) The individuals below have been authorized to sign this Agreement.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, and this Agreement takes effect on the date it is fully executed by the Participation Entity, the Travis County Judge (on behalf of the Travis County Commissioners Court), and the Travis County Clerk.

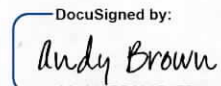
[Signatures on following page]

City of Austin

BY: 
Jannette S. Goodall
City Clerk

DATE: 2-22-2021

TRAVIS COUNTY

BY: 
C21317DB291D47D...
Andy Brown (or his successor)
County Judge

DATE: March 2, 2021

BY: 
2E9F2B04ED59461...
Dana DeBeauvoir
County Clerk

DATE: March 2, 2021

CONTRACT FOR ELECTION SERVICES

This **Contract for Election Services** ("Contract") is made and entered into by and between the **Elections Administrator of Hays County, Texas** ("**Contracting Officer**") and the City of ("**City**") pursuant to the authority under Section 31.092(a) of the Texas Election Code.

RECITALS

GENERAL PROVISIONS.

- A. The purpose of this Contract is to maintain consistency and accessibility in voting practices, polling places, and election procedures to best assist the voters of the City. For purposes of this Contract the term "Election" will include any resulting recount or election contest. It will also apply to any election to resolve a tie.
- B. The Contracting Officer is hereby appointed to serve as the City's Election Day Officer and Early Voting Clerk to conduct the Election for those areas of the City located within the contracting jurisdiction. As Election Officer and Early Voting Clerk, the Contracting Officer will coordinate, supervise and conduct all aspects of administering voting in connection with the Election in compliance with all applicable laws.
- C. The City agrees to commit the funds necessary to pay for Election-related expenses for the City's Election.
- D. The Contracting Officer has the right to enter into agreements with other entities at any time and may require that authorities of City's holding elections on the same day in all or part of the same territory to enter into a joint election agreement as authorized in Chapter 271 of the Texas Election Code. The City agrees to enter into a joint election agreement required by Hays County.
- I. **RESPONSIBILITIES OF CONTRACTING OFFICER.** The Contracting Officer shall be responsible for performing the following services and furnishing the following material and equipment in connection with the Election:
 - A. **Nomination of Presiding Judges and Alternate Judges.** The Contracting Officer shall recommend appointment of Election Day presiding and alternate judges, central accumulation station judges, and the Early Voting Ballot Board (EVBB)

presiding judge, all of whom shall meet the eligibility requirements in Subchapter C of Chapter 32 of the Texas Election Code.

B. Notification to City. The Contracting Officer shall provide the City with the most up-to-date list of presiding and alternate judges at least three weeks before the statutory deadline to order the Election.

C. Notification to Presiding and Alternate Judges; Appointment of Clerks.

1. The Contracting Officer shall notify each presiding and alternate judge of his or her appointment. The notification will also include the assigned polling station, the date of the election training(s), the date and time of the Election, the rate of compensation, the number of clerks the judge may appoint, the eligibility requirements for Election workers, and the name of the presiding or alternate judge as appropriate.
2. The election judge will make the clerk appointments in consultation with the Contracting Officer. If a presiding judge or the alternate judge does not speak both English and Spanish, and the election precinct is one subject to Section 272.002 and 272.009 of the Texas Election Code, the Contracting Officer shall ensure that a bilingual election clerk is appointed. The Contracting Officer shall notify the clerks of the same information that the judges receive under this section.

D. Election Training. The Contracting Officer shall be responsible for conducting Election training for the presiding judges, alternate judges, clerks, and early voting deputies in the operation and troubleshooting of the Verity Duo Hybrid voting system and the conduct of elections, including qualifying voters, issuing ballot style codes, maintaining order at the polling location, and conducting provisional voting.

E. Logic and Accuracy Testing. In advance of Early Voting (including the sending of any mail ballots), the Contracting Officer, the tabulation supervisor, and the other members the Contracting Officer designates for the testing board shall conduct all logic and accuracy testing in accordance with the procedures set forth by the Texas Election Code and under guidelines provided by the Secretary of State's office. The Contracting Officer shall also be responsible for the publication of the required notice of such testing.

F. Election Supplies. The Contracting Officer shall procure, prepare, and distribute to the presiding judges for use at the polling locations on Election Day (and to the

Early Voting clerks during Early Voting) the following Election supplies: election and early voting kits (including the appropriate envelopes, lists, forms, name tags, posters, and signage described in Chapters 51, 61, and 62, and subchapter B of chapter 66 of the Texas Election Code) seals, sample ballots, thermal paper rolls for use in the Verity Controllers, batteries for use in the voting system equipment, supplies for the electronic poll books, and all consumable type office supplies necessary to hold an Election.

- G. **Registered Voters List.** The Contracting Officer shall provide lists of registered voters required by law for use on Election Day and for the Early Voting period.
- H. **Notice of Previous Polling Place.** The Contracting Officer shall post notices of a change in a polling place at the entrance to the previous polling location. Section 43.062 of the Texas Election Code provides that the notice shall state the location has changed and give the location of the new polling place. The Interim City Clerk will ensure that Public Notice is also provided via published notice, on the City's website and on all City social media outlets.
- I. **Election Equipment.** The Contracting Officer shall prepare and distribute the Verity Duo Hybrid Voting System components from Hart Intercivic, Inc. ("Hart") for the Election. This voting System includes the equipment referred to as "Duo" and Verity Controllers". Each polling location will have at least one voting machine that is accessible to disabled voters to provide a practical and effective means for voters with disabilities to cast a secret ballot.
- J. **Ballots.** The Contracting Officer or designee shall be responsible for the preparation, printing, programming and distribution of English and Spanish ballots and sample ballots, including the mail ballots, based on the information provided by the City, including the names of the candidates, names of the offices sought, order of names on the ballot, propositions on the ballot, and the Spanish translation of the offices and any propositions. The ballot will be prepared in these formats: Verity Duo Hybrid Voting System, paper, and auditory.
- K. **Applications for Mail Ballots.** The City and Contracting Officer agree that early voting by mail ballots shall be processed in accordance with the applicable provisions of the Texas Election Code and that 712 South Stagecoach Trail, Suite 1012, San Marcos, Texas 78666 is the early voting clerk's mailing address to which ballot applications and ballots voted by mail shall be sent for the City.

L. Early Voting. In accordance with Sections 31.096 and 32.097(b) of the Texas Election Code, the Contracting Officer shall serve as the Early Voting Clerk for the Election.

1. The Contracting Officer shall supervise and conduct the early voting by mail and by personal appearance and shall secure personnel to serve as Early Voting Deputies.
2. The Contracting Officer shall receive mail ballot applications on behalf of the City. All applications for mail ballots shall be processed in accordance with Title 7 of the Texas Election Code by the Contracting Officer or deputies at the Records Building located at the Hays County Government Center at 712 S. Stagecoach Trail, San Marcos, Texas 78666. Applications for mail ballots sent to the City shall be promptly faxed to the Contracting Officer at (512) 878-6699, or emailed to elections@co.hays.tx.us for timely processing and then the original sent application forwarded to the Contracting Officer for proper retention.
3. Early voting ballots shall be secured and maintained at the Records Office at 712 S. Stagecoach Trail, San Marcos, Texas 78666. In accordance with Chapter 87 of the Texas Election Code. The Early Voting Ballot Board shall meet at the same location unless posted differently.
4. Early Voting by personal appearance for the Election shall be conducted during the hours and time period and at the locations as determined by the Contracting Officer in consultation with the City and in accordance with the Texas Election Code.

M. Election Day Activities.

1. The Contracting Officer and staff shall be available from 6:00 am until the completion of the vote counting on Election Day to render technical support and assistance to voters and Election workers.
2. The Contracting Officer and staff shall prepare and conduct Election Night intake of election equipment, supplies, and records.

3. The Contracting Officer and designee shall serve as central counting station manager and tabulation supervisor, counting the votes in conjunction with the Early Voting Ballot Board and the Central Counting Station judges.
 4. Election Day polling locations are determined by the Contracting Officer in consultation with the City and in accordance with the Texas Election Code. The Contracting Officer shall arrange for the use of all polling places and shall arrange for the setting up of the polling location including tables, chairs and voting booths.
- N. **Election Night Reports.** The Contracting Officer shall prepare the unofficial and official tabulation of precinct results under Section 66.056(a) of the Texas Election Code. The unofficial tabulation of Early Voting precinct results and Election Day precinct results shall be made available to the City via email as soon as they are prepared and may be released under law, but no earlier than 7:00 pm on Election Day. The tabulation reports may also be provided to other counties as necessary for the Election. As soon as reasonably possible, the Contracting Officer will post all reports for public review on the Hays County Elections website at www.co.hays.tx.us/elections.
- O. **Provisional Votes/ Determination of Mail Ballots Timely Received under Section 86.007(d) of the Texas Election Code.** The Contracting Officer, serving as the Voter Registrar, shall retain the provisional voting affidavits and shall provide the factual information on each of the voters' status. The Contracting Officer shall reconvene the EVBB after the Election within the time set forth in Section 65.051 of the Texas Election Code for the purpose of determining the disposition of the provisional votes. At the same time, the EVBB will review mail ballots timely received under Section 86.007(d) of the Texas Election Code to determine whether such will be counted and to resolve any issues with such ballots.
- P. **Canvass Material Preparation.** Promptly after determination of the provisional votes and resolution of any mail ballots, the Contracting Officer shall work with the EVBB and tabulation supervisor to tally the accepted provisional votes and resolved mail ballots, amend the unofficial tabulations, and submit new official tabulations to the City. These reports will serve as the canvass materials for the City.
- Q. **Custodian of Election Records.** The Election records will be submitted to the City except for those records that must be maintained by the Contracting Officer as Voter Registrar in accordance with Section 66.051 of the Texas Election Code. The

Contracting Officer is hereby appointed the custodian of voted ballots (which in the case of the ballots cast on the Verity Duo Hybrid voting system consist of the paper backup) and shall preserve them in accordance with Chapter 66 of the Texas Election Code and other applicable law. The Contracting Officer shall also maintain custody of the records pertaining to the operation of the Verity Controllers and Duo.

R. Recount.

1. The City shall advise the Contracting Officer if a recount is required by law or requested and the Contracting Officer and the City shall discuss how such recount is to be conducted. The City shall reimburse the Contracting Officer for the cost of such recount which is not included in the original cost estimate.

S. Schedule for Performance of Services. The Contracting Officer shall perform all Election services in accordance with and in compliance with the time requirements set out in the Texas Election Code.

T. Contracting with Third Parties. In accordance with Section 31.098 of the Texas Election Code, the Contracting Officer is authorized to contract with third parties for Election services and supplies. The cost of such third-party services and supplies will be paid by the Contracting Officer and reimbursed by the City.

U. Department of Justice Preclearance for General Elections. If required by law, any changes to the general conduct of voting in Hays County will be precleared through the United States Department of Justice by the Contracting Officer with copies of the submission and response e-mailed to the City.

II. RESPONSIBILITIES OF THE CITY. The City shall perform the following responsibilities:

A. Election Orders, Election Notices, and Canvass. The City shall be responsible for the preparing, adopting, publishing, and posting of all required election orders, resolutions, notices and other documents, including bilingual materials, evidencing action by the City of all actions necessary to call the Election. The City shall be responsible for conducting the official canvass of the Election.

B. Map/Annexations. The City shall provide the Contracting Officer with an updated map and street index (including address numbers) of its jurisdiction in and

electronic or printed format and shall advise the Contracting Officer in writing of any new developments, annexations or de-annexations and any other changes to the master voter registration list within the jurisdiction.

- C. **Department of Justice Preclearance for Special Elections.** If required by law, the City shall be individually responsible for obtaining appropriate preclearance from the United States Department of Justice for any special elections.
- D. **Ballot Information.** The City shall prepare the text for the City's official ballot in English and Spanish and provide to the Contracting Officer as soon as possible at the end of the period for ordering the Election or filing for candidacy. The ballot information shall include a list of propositions showing the order and the exact manner in which the candidates' name shall appear on the ballot. The City shall promptly review for correctness the ballot when requested by the Contracting Officer to do so prior to the finalization and shall approve by e-mail or by signature in person.
- E. **Precinct Reports to the Texas Secretary of State.** Based on information provided by the Contracting Officer, the City shall prepare and file all required precinct reports with the Texas Secretary of State.
- F. **Annual Voting Report.** The City shall be responsible for filing its annual voting system report to the Texas Secretary of State as required under Chapter 123 et seq. of the Texas Election Code.

III. SPECIAL PROVISIONS RELATED TO ELECTION WORKERS

- A. **Number of Election Workers at Election Day Polling Locations.** It is agreed by the Contracting Officer and the City that there will be at least three Election workers at each Election Day polling location: the presiding judge, the alternate judge, and at least one election clerk appointed by the presiding judge. The number of necessary clerks is derived from the number of Elections at the poll and the number of registered voters at the poll.
- B. **Compensation for Election Workers.** The Contracting Officer shall compensate all Election workers in accordance with the Contracting Officer's established compensation policies, in accordance with the Texas Election Code and using the rates set by the Hays County Commissioners Court for county elections. The Contracting Officer shall pay the workers and be reimbursed by the entities sharing the polling locations.

IV. PAYMENT

- A. **Charges and Distribution of Costs.** In consideration of the joint election services provided by the Contracting Officer, the City will be charged a share of the Election costs and an administrative fee. The costs distribution is set forth in the Joint Election Agreement. The costs to be paid by the City are set forth in the Cost Estimate.
- B. **Administrative Fee.** The Contracting Officer shall charge a fee equal to 10% of the City's share of the cost of the Election or a minimum of \$75.00.
- C. **Equipment Rental Fee.** Per Section 123.032(d) of the Texas Election Code, the Hays County Commissioners Court has set the equipment rental fee at \$175 each per controller, per Verity Duo, per scanner, per Tenex touchpad component. If the County acquires additional equipment during the term of the Contract, the charge for the use of the equipment may be reset by the Hays County Commissioners Court.
- D. **Payment.** The Contracting Officer's invoice shall be due and payable to the address set forth in the invoice within 30 days from the date of receipt by the City.

V. TERM AND TERMINATION

- A. **Initial Term.** The initial term of the contract shall commence upon the last party's execution hereof and shall continue thereafter in full force and effect for one year, subject to the termination rights set forth herein.
- B. **Renewal.** Subject to the termination rights set forth herein, this Contract shall be renewed annually.
- C. **Termination.** If either party wishes to terminate this Contract for convenience or for cause, the party must provide not less than ninety (90) days' written notice to the other party and allow for discussion of the desired outcome and options to reach the desired outcome. In the event of termination, it is understood and agreed that only the amounts due to the Contracting Officer for services provided and expenses incurred will be due and payable.

VI. MISCELLANEOUS PROVISIONS

A. Nontransferable Functions. In accordance with Section 31.096 of the Texas Election Code, nothing in this Contract shall authorize or permit a change in:

1. The authority with whom or the place at which any document or record relating to the Election is to be filed;
2. The officers who conduct the official canvass of the Election returns;
3. The authority to serve as custodian of voted ballots or other Election records; or
4. Any other nontransferable function specified under Section 31.096 or other provisions of law.

B. Cancellation of Election. If the City cancels its Election pursuant to Section 2.053 of the Texas Election Code, the Contracting Officer shall be entitled to receive an administrative fee of \$75. The Contracting Officer shall submit an invoice for the administrative fee as soon as reasonably possible after the cancellation, and the City shall pay the fee.

C. Contract Copies to Treasure and Auditor. In accordance with Section 31.099 of the Texas Election Code, the Contracting Officer agrees to file copies of the Contract with the County Treasurer and the County Auditor of Hays County, Texas.

D. Election to Resolve a Tie. In the event that an Election is necessary to resolve a tie vote, the terms of the Contract shall extend to the second Election, except:

1. The City and the Contracting Officer will agree upon the date of the Election and the early voting schedule subject to provisions of the Election Code and with regard to other elections being conducted by the Contracting Officer.
2. The City will be responsible for any Department of Justice preclearance submission under Section 5 of the Federal Voting Rights Act.
3. An attempt will be made to use the Election workers that worked in the first Election; those poll workers will not have additional training provided by the Contracting Officer.

4. The cost of the Election will be borne by the City; the Contracting Officer will work with the City on cost management.
- E. **Amendment/Modification.** Except as otherwise provided, this Contract may not be amended, modified, or changed in any respect except in writing, duly executed by the parties hereto. Both the Contracting Officer and the City may propose necessary amendments or modifications to this Contract in writing in order to conduct the Election smoothly and efficiently, except that any such proposals must be approved by the Contracting Officer and the governing body of the City or its authorized agent, respectively.
- F. **Severability.** If any provision of the Contract is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Contract and parties to this Contract shall perform their obligations under this Contract in accordance with the intent of the parties to this Contract as expressed in the terms and provisions.
- G. **Force Majeure.** Either of the parties to this Agreement shall be excused from any delays and/or failures in the performance of the terms and conditions of this Contract, to the extent that such delays and/or failures result from causes beyond the delaying/failing party's reasonable control, including but not limited to war (whether declared or not), armed conflict or the serious threat of the same (including but not limited to hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization, civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience, act of terrorism, sabotage or piracy; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine, social distancing, isolation or other behavioral restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization; act of God or natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, earthquake, landslide, flood, damage or destruction by lightning, drought; explosion, fire, destruction of machines, equipment and of any kind of installation, prolonged breakdown of transport, telecommunication or electric current; shortage or inability to obtain critical material or supplies to the extent not subject to the reasonable control of the subject party ("force majeure event") whether foreseeable or unforeseeable by the parties at the time of the execution of this Agreement. Any delaying/failing party shall, with all reasonable diligence, attempt to remedy the cause of delay and/or failure and shall recommence all remaining duties under this Agreement within a reasonable time of such remedy, or, when applicable, on the next available dates under the Texas Election Code.

H. **Representatives.** For the purposes of implementing this Contract and coordinating activities, the Contracting Officer and the City designate the following individuals for submission of information, documents and notice:

For the Contracting Officer:

Jennifer Anderson
Elections Administrator, Hays County
712 S. Stagecoach Trail, Suite 1045
San Marcos, Texas 78666
Tel: (512) 393-7310
Fax: (512) 878-6699
Email: janderson@co.hays.tx.us

For the City:

Jannette S. Goodall
City Clerk, City of Austin
P.O. Box 1088 – City Clerk's Office
Austin, TX 78767
Tel:
Fax:
Email:

Witness by my hand this the 22 day of February, 2021.

Contracting Officer:



Jennifer Anderson, Elections Administrator
Hays County, Texas

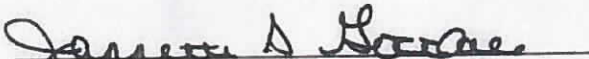
Witness by my hand this the 22 day of February, 2021.

Local Political Subdivision:

Name of Entity: City of Austin

Printed Name: Jannette S. Goodall

Official Capacity: City Clerk



City Clerk
City of Austin

JOINT ELECTION AGREEMENT BETWEEN HAYS COUNTY AND THE CITY OF AUSTIN

This Joint Election Agreement ("Agreement") is entered into on March 9, 2021, between the City of Austin, (the "City") P.O. Box 1088, Austin, Texas 78767 and Hays County (the "County"), 712 S. Stagecoach Trail, Suite 1012, San Marcos, Texas 78666, collectively referred to as the Parties.

This Agreement is authorized by Chapter 31 of the Texas Election Code, Chapter 791 of the Texas Government Code and Section 271.002 and 271.003 of the Texas Election Code. The Parties to the Agreement agree as follows:

Section 1. *Scope of Agreement.* The City enters into this Agreement for the conduct of the elections to be held from March 9, 2021 through August 31, 2021.

Section 2. *Appointment of Election Officer.* The City appoints the Hays County Elections Administrator to serve as the Election Officer (the "Officer") in order to perform and supervise the duties and responsibilities of the Election Officer for any election from August 2020 through July 2021.

Section 3. *Early Voting Polling Locations.* To facilitate the administration of elections, and as a convenience to the voters, during the early voting period established by statute, the City agrees to designate the Hays County Election Administrator's Office, 712 South Stagecoach Trail, Suite 1012, San Marcos, Texas 78666 as the main early voting polling place for the City. Furthermore, the City agrees to designate temporary branch early polling places in accordance with Section 85.062, Election Code, V.T.C.A. as called out in the latest Election Orders.

Section 4. *Voting by Mail Ballot.* The City and County agree that early voting by mail ballot shall be conducted in accordance with the applicable provisions of the Texas Election Code and that 712 South Stagecoach Trail, Suite 1012 San Marcos, Texas 78666 is the early voting clerk's mailing address to which ballot applications and ballots voted by mail shall be sent for the City.

Section 5. *Election Day Polling Locations.* Election Day voting shall be held in approved vote centers where appropriate at the dates, times, and locations recommended by the Election Officer and authorized and ordered by the governing body of the City.

Section 6. *Election Day.* On Election Day, all forms used in the conduct of the election, including but not limited to the poll list, signature roster, ballot registers, expense accounts, and all oaths and certificates will be used jointly by the two agencies. All forms will be returned to the Hays County Election Administrator who shall keep them in her custody for the period of time prescribed by the Texas Election Code. The County agrees to furnish the City with copies of any election documents upon the City's request at no charge.

Section 7. *Use of Common Ballot.* It is agreed by the parties to this Agreement that a common ballot will be used for joint elections. The USB ("USB") containing the voted ballots for an election will be delivered by the Election Judges to the Hays County Election

Administrator's office at 712 South Stagecoach Trail, Suite 1012, San Marcos, Texas and the USB'S will remain in the Hays County Election Administrator's custody, except that the County agrees to provide the City with the necessary documentation, if requested, for canvass of an election or in the event the voted ballots are required for a recount or any court proceedings in which the City may be a party. The County agrees to maintain custody of the USB'S containing the voted ballots for the period of time prescribed by the Texas Election Code. All USB'S that are not placed in active voting equipment will remain locked in the Officers' office. USBs will not be replaced without being logged out and checked out by the Officer at any time during an election. An audit shall be conducted to ensure that all USBs are present and accounted for. A spreadsheet shall be completed at the end of Early Voting and Election Day returns that will identify the number of signatures on the Combination Log and the Number of Cancelled booths, for a representation of voter totals. All replaced equipment will remain secured until after tabulation to ensure that all checks and balances have been satisfied.

Section 8. Reporting of Returns. The Officer shall prepare the unofficial and official tabulation of precinct results under Section 66.056(a) of the Texas Election Code. The unofficial tabulation of Early Voting precinct results and Election Day precinct results shall be made available to the City via email as soon as they are prepared and may be released under law, but no earlier than 7:00 p.m. on Election Day. The Officer or their designee will use their best efforts to post all reports for public review on the Hays County Elections website at www.co.hays.tx.us/elections as soon as reasonably possible.

Section 9. Cost Sharing. The City agrees to the cost sharing provisions below. This includes Hays County, the school districts of the county, the cities of the county, and the water districts and all other entities contracting for election services. The costs incurred with Early Voting locations and Early Voting Clerks will be shared only by entities utilizing the polling location for their individual election contest.

The formula is as follows:

Example:

| | | | |
|---------------------------------------|---------|--------------------|----------------------|
| Registered Voters in County - | 135,000 | $135,000/255,000=$ | 52.94% of total cost |
| Registered Voters in Joint Entity A - | 100,000 | $100,000/255,000=$ | 39.23% of total cost |
| Registered Voters in Joint Entity B - | 20,000 | $20,000/255,000=$ | 7.84% of total cost |
| Aggregate Registered Voters - | 255,000 | | |

\$1,000 dollar minimum cost for elections that don't exceed that total. Since programming and supplies would exceed the cost of elections with very small voter registration populations. Equipment Rental Fees allocated separately.

Section 10. *Amendments.* This Agreement may not be amended or modified except in writing and executed by both the City and the County. Neither party may assign this Agreement without the written consent of the other party. However, the Officer may assign deputies to perform any of the contracted services and may contract with third persons for election services and supplies.

Section 11. *Effective Date.* This Agreement contains the entire agreement between the parties and supersedes all prior understandings and agreements between the parties regarding such matters. The term of this Agreement will commence on March 9, 2021 and end on August 31, 2021.

Section 12. *Force Majeure.* Either of the parties to this Agreement shall be excused from any delays and/or failures in the performance of the terms and conditions of this Contract, to the extent that such delays and/or failures result from causes beyond the delaying/failing party's reasonable control, including but not limited to war (whether declared or not), armed conflict or the serious threat of the same (including but not limited to hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization, civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience, act of terrorism, sabotage or piracy; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine, social distancing, isolation or other behavioral restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization; act of God or natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, earthquake, landslide, flood, damage or destruction by lightning, drought; explosion, fire, destruction of machines, equipment and of any kind of installation, prolonged breakdown of transport, telecommunication or electric current; shortage or inability to obtain critical material or supplies to the extent not subject to the reasonable control of the subject party ("force majeure event") whether foreseeable or unforeseeable by the parties at the time of the execution of this Agreement. Any delaying/failing party shall, with all reasonable diligence, attempt to remedy the cause of delay and/or failure and shall recommence all remaining duties under this Agreement within a reasonable time of such remedy, or, when applicable, on the next available dates under the Texas Election Code.

Section 13. Should any provision in this Agreement be found or deemed to be invalid, this Agreement will be construed as not containing the provision and all other provisions which are otherwise lawful will remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable. In case any one or more of the provisions contained in this Agreement are for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision thereof, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Section 14. Any notice provided for under this Agreement will be forwarded to the following addresses:

Hays County Elections Administrator
Government Center
712 South Stagecoach Trail Suite 1012
San Marcos, Texas 78666


Austin City Clerk
Office of the City Clerk
P.O. Box 1088
Austin, Texas 78767

Section 15. Nothing contained in this Agreement will authorize or permit a change in the office with whom or the place at which any document or record relating to the Election(s) 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.

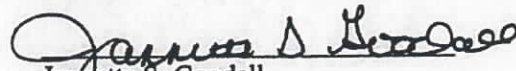
Section 16. This Agreement shall take effect immediately upon execution by both parties hereof and shall inure to the benefit and be binding upon the administrators, successors and assigns of the Parties hereto.

WITNESS OUR HANDS this 9 day of March, 2021

Hays County Elections Administrator


Jennifer Anderson
Elections Administrator

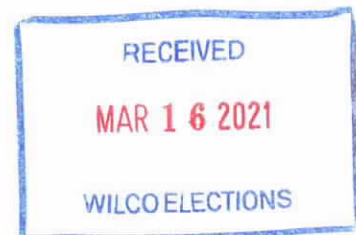
City of Austin


Jarrette S. Goodall
City Clerk

Attest:

Attest:

THE STATE OF TEXAS
COUNTY OF WILLIAMSON



JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

THIS Joint Election Agreement and Contract for Election Services ("Contract") is made by and between the Williamson County Elections Administrator ("Elections Administrator") and political subdivisions ("Participating Authority" or "Participating Authorities") located entirely or partially inside the boundaries of Williamson County. The complete list of Participating Authorities will be available after the final day to cancel an election as prescribed by the Secretary of State's election calendar and will be listed as **Attachment A**.

This Contract is made pursuant to Texas Election Code Sections 31.092 and 271.002 and Texas Education Code Section 11.0581 for a joint election to be held on the uniform election date of May 1, 2021, and administered by Christopher Davis, Williamson County Elections Administrator. This Contract supersedes any and all prior contracts and agreements to conduct joint elections between a Participating Authority and the Williamson County Elections Office.

RECITALS

WHEREAS, each Participating Authority listed above plans to hold an election on May 1, 2021;

WHEREAS, Williamson County owns an electronic voting system, the Election System and Software (ES&S) EVS 6020 voting system, which includes the DS200 precinct scanner, the DS850 central scanner and the ExpressVote ballot marking device and has been duly approved by the 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. The Participating Authorities desire to use Williamson County's electronic voting system, to compensate Williamson County for such use, and to share in certain other expenses connected with joint elections, in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended, and

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

I. ADMINISTRATION

The Participating Authorities agree to hold a "Joint Election" with Williamson County and each other in accordance with Chapter 271 of the Texas Election Code and this Contract. The Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this Contract. Each Participating Authority agrees to pay the Elections Administrator for equipment, programming, election personnel, supplies, services, and administrative costs as provided in this Contract. The Elections Administrator shall serve as the Election Officer for the Joint Election; however, each Participating Authority shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The Elections Administrator 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 and districts may wish to participate in the use of Williamson County's electronic voting system and polling places, and it is agreed that the Elections Administrator 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 XII of this Contract.

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 Elections Administrator shall be responsible for the preparation and publication of all voting equipment testing notices that are required by the Texas Election Code. Election orders should include language that would not necessitate amending the order if any of the Early Voting and/or Election Day polling places change.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of each Participating Authority, including providing the text in English and Spanish. Each Participating Authority shall provide a copy of their respective election orders and notices to the Elections Administrator.

III. NONPERFORMANCE

The Elections Administrator will inform each Participating Authority of any problems or deficiencies in their respective performance of obligations under this contract, including but not limited to non-adherence to deadlines for requests for information of each Participating Authority by the Elections Administrator, and may set a reasonable period of time to cure or obtain adequate assurance that any such problems or deficiencies will be timely addressed and corrected. **The Participating Authority's failure to cure problems or deficiencies related to its obligations, duties, and responsibilities in accordance with all terms and conditions of this Agreement will be considered in any future contracts with Elections Administrator or Williamson County, and any Participating Authority failing to perform will reimburse Elections Administrator for any additional costs and expenses to Williamson County, including all costs associated with interference of conducting the election.**

IV. VOTING LOCATIONS

The Elections Administrator shall select and arrange for the use of and payment for all Election Day voting locations. Voting locations shall be compliant with the accessibility requirements established by Election Code Section 43.034 and the Americans with Disabilities Act (ADA). The proposed Election Day voting locations are listed in **Attachment B** of this Contract and may be amended. In the event a voting location is not available or appropriate, the Elections Administrator will arrange for use of an alternate location. The Elections Administrator shall notify the Participating Authorities of any changes from the locations listed in **Attachment B**.

If polling places for the May 1, 2021 Joint Election are different from the polling place(s) used by a Participating Authority in its most recent election, the Participating Authority agrees to post a notice no later than May 1, 2021 at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and listing the Participating Authority's polling place names and addresses in effect for the May 1, 2021 election. This notice shall be written in both the English and Spanish languages.

V. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

The Elections Administrator will recruit all election workers.

The Elections Administrator will take the necessary steps to insure that all election judges appointed for the Joint Election are eligible to serve and meet the eligibility requirements in Subchapter C of Chapter 32 of the Texas Election Code and meet any requirements to serve as an Election Worker set forth by the Williamson County Commissioners Court.

The Elections Administrator shall arrange for the training and compensation of all election judges, clerks, and election personnel. The Elections Administrator shall arrange for the date, time, and place for the presiding election judges to pick up their election supplies. As set forth in Sec. 32.009 of the Texas Election Code, each presiding election judge and alternate presiding judge shall be given written notice of their appointment. The notice from the Elections Administrator will include the polling location and the number of election clerks the presiding judge may appoint.

Each election judge and clerk will receive compensation at the hourly rate established by Williamson County pursuant to Texas Election Code Section 32.091. The election judge, or his designee, will receive an additional sum of \$25.00 for picking up the election supplies prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close.

The compensation rates established by Williamson County are:

Early Voting – Early Voting Supervisor (\$12 an hour), Clerks (\$10 an hour)

Election Day – Presiding Judge (\$12 an hour), Alternate Judge (\$10 an hour), Clerk (\$10 an hour)

Election judges and clerks who attend voting equipment and procedures training shall be compensated at the hourly rates listed above.

The Elections Administrator may employ other personnel as 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 during Early Voting and on Election Day, for the efficient tabulation of ballots at the central counting station, and for the post-election processes conducted by warehouse personnel. Part-time personnel working in support of the Early Voting Ballot Board and/or central counting station on Election Night will be compensated at the hourly rate set by Williamson County in accordance with Election Code Sections 87.005, 127.004, and 127.006.

In accordance with Sec. 31.098 of the Texas Election Code, the Elections Administrator is authorized to contract with third persons for election services and supplies. The actual cost of such third-person services and supplies will be paid by the Elections Administrator and reimbursed by the Participating Authorities.

VI. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator shall arrange for all election supplies and voting equipment including, but not limited to, Williamson County's electronic voting system and equipment, official ballots, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the election judges at the voting locations. The Elections Administrator 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 a sufficient number of tables and/or chairs. The Elections Administrator shall be responsible for conducting all required testing of the electronic equipment, as required by Chapters 127 and 129 of the Texas Election Code.

Joint participants shall share voting equipment and supplies to the extent possible. A single ballot containing all the offices or propositions stating measures to be voted on at a particular polling place may be used in a joint election. A voter may not be permitted to select 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 Elections Administrator shall provide the necessary voter registration information, maps, instructions, and other information needed to enable the election judges in the voting locations that have more than one ballot style to conduct a proper election.

Each Participating Authority shall furnish the Elections Administrator with a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles of offices and text in both English and Spanish languages). The Participating Authorities are required to submit information in a format or template requested by the Elections Office. 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 Participating Authority shall also be responsible for proofing and approving the audio recording of the ballot insofar as it pertains to that authority's candidates and/or propositions.

In the event a Participating Authority identifies an error after approval of their respective ballot proof(s), and any programming and/or audio files require changes, the Participating Authority approving the original ballot and audio proof will be responsible for the full cost of reprogramming, if required. This will include the cost of reprogramming ballot language and/or audio files for other Participating Authorities as necessary due to software limitations.

Early Voting by Personal Appearance and/or the use of Vote Centers, Texas Election Code Section 43.007, on Election Day shall be conducted exclusively on Williamson County's EVS6020 electronic voting system. Provisional ballots will be cast on the EVS 6110, as well.

The Elections Administrator shall be responsible for the programming, preparation, testing, and delivery of the voting system equipment for the election as required by the Election Code.

The Elections Administrator shall conduct criminal background checks for relevant election officials, staff, and temporary workers upon hiring as required by Election Code 129.051(g).

VII. EARLY VOTING

The Participating Authorities agree to conduct joint Early Voting and to appoint the Election Administrator as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 , Texas Election Code. Each Participating Authority agrees to appoint the Elections Administrator's permanent county employees as Deputy Early Voting clerks. The Participating Authorities further agree that the Elections Administrator 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 Williamson County pursuant to Section 83.052 of the Texas Election Code. Deputy Early Voting clerks who are permanent employees of the Williamson County Elections Administrator may be paid from the election services contract fund for contractual duties performed outside of normal business hours (Sec. 31.100(e), Texas Election Code).

Early Voting by personal appearance will be held at the locations, dates, and times listed in **Attachment C** of this document and may be amended. In the event a voting location is not available or appropriate, the Elections Administrator will arrange for use of an alternate location. The Elections Administrator shall notify the Participating Authorities of any changes from the locations listed in **Attachment C**. Any Williamson County qualified voter of the Joint Election may vote early by personal appearance at any one of the joint Early Voting locations.

As Early Voting Clerk, the Elections Administrator 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 immediately by fax or courier to the Elections Administrator for processing. The address of the Early Voting Clerk is as follows:

Mailing Address
Early Voting Clerk
Williamson County Elections Office
PO Box 209
Georgetown, TX 78627

Physical Location
Early Voting Clerk
301 SE Inner Loop, Suite 104
Georgetown, TX 78626

After the first day of Early Voting, the Elections Administrator shall post on the Williamson County Elections Office webpage, the Early Voting turnout by Early Voting polling location by day and a cumulative final Early Voting turnout report following the close of Early Voting.

VIII. EARLY VOTING BALLOT BOARD

Williamson 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 Elections Administrator, shall appoint two or more additional members to constitute the EVBB. The Elections Administrator shall determine the number of EVBB members required to efficiently process the Early Voting ballots.

IX. CENTRAL COUNTING STATION AND ELECTION RETURNS

The Elections Administrator will take the necessary steps for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this Contract.

The Counting Station Manager or an approved representative shall deliver timely cumulative reports of the election results as precincts report to the central counting station and are tabulated. The Counting Station Manager shall be responsible for releasing unofficial cumulative totals and precinct returns from the election to the joint participants, candidates, press, and general public by distribution of hard copies at the central counting station and by posting to the Williamson County Elections Office webpage. To ensure the accuracy of reported election returns, results printed on the tapes produced by Williamson County's voting equipment will not be released to the Participating Authorities at any individual polling locations.

The Elections Administrator will prepare the unofficial canvass reports that are necessary for compliance with Election Code Section 67.004, after all precincts have been counted and will deliver a copy of the unofficial canvass 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 official canvass of election shall not take place either before May 4, 2021 or after May 12, 2021.

The Elections Administrator 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. Each Participating Authority agrees to upload these reports.

The Elections Administrator 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 the Secretary of State's Office.

X. PARTICIPATING AUTHORITIES WITH TERRITORY OUTSIDE WILLIAMSON COUNTY

The Elections Administrator will consider conducting elections in territories outside of Williamson County on a case-by-case basis. Upon agreeing to conduct such an election, the Participating Authority shall be responsible for all costs associated with the conduct of the election outside of Williamson County.

XI. RUNOFF ELECTIONS

Each Participating Authority shall have the option of extending the terms of this Contract through its runoff election, if applicable. In the event of such runoff election, the terms of this Contract shall automatically extend unless the Participating Authority notifies the Elections Administrator in writing within 3 business days of the original election.

Each Participating Authority shall reserve the right to reduce the number of Early Voting locations and/or Election Day voting locations in a runoff election. If necessary, any voting changes made by a Participating Authority between the original election and the runoff election shall be submitted by the authority making the change to the United States Department of Justice for the preclearance required by the Federal Voting Rights Act of 1965, as amended.

Each Participating Authority agrees to order any runoff election(s) at its meeting for canvassing the votes from the May 1, 2021 election and to conduct its drawing for ballot positions at or immediately following such meeting in order to expedite preparations for its runoff election.

Each Participating Authority eligible to hold runoff elections after the May 1, 2021 Uniform Election Date agrees that the date of a necessary runoff election shall be held in accordance with the Election Code.

XII. ELECTION EXPENSES AND ALLOCATION OF COSTS

Charges. In consideration for the joint election services provided hereunder by the Elections Administrator, the Participating Authorities will be charged a share of election costs, a staffing agency fee for election workers, an administrative fee, and for the lease of voting equipment.

1. **Share of Election Costs.** Each Participating Authority's share of election costs will be (i) a base fee of \$1,000.00, (ii) plus a pro rata share of the total of all costs incurred by the Elections Administrator in connection with the administration of elections of other entities held at the same time as the election. The sum of the base charges from all Participating Authorities will be subtracted from the total of all costs before allocating the remaining costs to each Participating Authority. Each Participating Authority's share of the remaining (allocated) costs will be determined as follows: The number of registered voters in each individual Participating Authority will be divided by the number of all registered voters of all Participating Authorities to determine each entity's pro rata share expressed as a percentage, which will then be multiplied against each of the allocated costs (remaining costs after

base charges are subtracted) as itemized on the final Total Cost report/invoice submitted to each Participating Authority after the election. The end result will be a charge to the Participating Authority of \$1,000.00 plus the Participating Authority's allocated share of county-wide election costs not covered by the sum of all base fees received.

2. Each Participating Authority's share of the staffing agency fee for election workers will be determined on a pro rata basis. The staffing agency fee is based on a markup cost percentage of 27% of the gross wages of election workers not classified as employees of Williamson County.
3. Lease of Voting Equipment. Per Texas Election Code Section 123.032(d), the Williamson County Commissioners Court has established the following prices for leasing county-owned voting equipment:
 - \$250.00 per ExpressVote Ballot Marking Device;
 - \$400.00 per DS200 Precinct Scanner;
 - \$6,000.00 per DS850 Central Count scanner to cover the duration of the election;
 - \$250.00 per electronic pollbook.

The Participating Authority's share of voting equipment costs will be determined on a pro rata basis. Leasing cost will be calculated once for the Early Voting period and once for Election Day. If the County acquires additional equipment, different voting equipment, or upgrades existing equipment during the term of this Contract, the charge for the use of the equipment may be reset by the Williamson County Commissioners Court.

4. Administrative Fee. Each Participating Authority agrees to pay the Williamson County Elections Administrator an administrative fee equal to ten percent (10%) of its total billable costs in accordance with Section 31.100(d) of the Texas Election Code.

The Elections Administrator shall deposit all funds payable under this Contract into the appropriate fund(s) within the Williamson County treasury in accordance with Election Code Section 31.100.

XIII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Any Participating Authority may withdraw from this Contract and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code.

XIV. RECORDS OF THE ELECTION

The Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the Joint 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 Elections Administrator or at an alternate facility used for storage of County records. The Elections Administrator 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 Elections Administrator 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 Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with the Participating Authority.

XV. RECOUNTS OR CONTESTED ELECTION

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 Elections Administrator or at a location of the Elections Administrator's choosing, and that the Elections Administrator 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.

In the event of a contested election, the expenses of a new election ordered by a court of competent jurisdiction or Participating Authority will be paid for and by the Participating Authority in accordance with Texas Election Code 221.014

The Elections Administrator agrees to provide advisory services to each Participating Authority as necessary to conduct a proper recount.

XVI. MISCELLANEOUS PROVISIONS

1. The Elections Administrator shall file copies of this document with the Williamson County Treasurer and the Williamson County Auditor in accordance with Section 31.099 of the Texas Election Code.
2. 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.
3. This Contract shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.
4. In the event that one of 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 hereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
5. 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.
6. The waiver by any party of a breach of any provision of this Contract shall not operate as or be construed as a waiver of any subsequent breach.
7. Any amendments of this Contract shall be of no effect unless in writing and signed by all parties hereto.
8. Participating Authority agrees to act in good faith in the performance of this agreement, and shall immediately contact and notify the Elections Administrator of any potential problems or issues relevant to the subject matter of this contract.

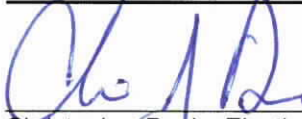
XVII. COST ESTIMATES AND DEPOSIT OF FUNDS

The total *estimated* cost for the May 1, 2021 election is \$425,000.00 and is based partly on the costs of the May 5, 2018 and May 4, 2019 joint general special elections. After the final determination has been made of whom the Participating Authorities will be and the Contracts are fully executed, the Elections Administrator shall provide each Participating Authority with an official cost estimate. Each Participating Authority's percent share of the estimated total cost is based on the number of registered voters and further described in Section XII.1. of this Contract. Each Participating Authority agrees to pay the Williamson County Elections Administrator a deposit of 50% of the *estimated obligation* no later than 15 days after receiving the official cost estimate. As soon as reasonably possible after the election, the Elections Administrator will submit an itemized invoice to each Participating Authority based on the actual expenses (supported by documentation such as time sheets, compensation forms, and invoices) directly attributable to the services provided by the Elections Administrator. The exact amount of each Participating Authority's obligation under the terms of this Contract shall be calculated after the election (or runoff election, if applicable); and, if the amount of an Authority's total obligation exceeds the amount deposited, the authority shall pay to the Elections Administrator the balance due within 30 days after the receipt of the final invoice from the Elections Administrator. However, if the amount of the authority's total obligation is less than the amount deposited, the Elections Administrator shall refund to the authority the excess amount paid within 30 days after the final costs are calculated.

XVIII. SIGNATURE PAGE

WITNESS BY MY HAND THIS THE 24TH DAY OF MARCH, 2021.

ELECTIONS ADMINISTRATOR:



Christopher Davis, Elections Administrator
Williamson County, Texas

WITNESS BY MY HAND THIS THE 10 DAY OF MARCH, 2021

PARTICIPATING AUTHORITY:

Name of Participating Authority: Austin

By: Jannette S. Goodale

Printed Name: Jannette S. Goodale

Official Capacity: City Clerk

ATTEST:

ATTACHMENT A
**(To be provided after the final day to cancel an election as prescribed
by the Texas Secretary of State's Election Law Calendar)**

List of Participating Authorities (to be determined)

ATTACHMENT B

Election Day voting locations (to be determined)

ATTACHMENT C

Early Voting Schedule with Voting Locations (to be determined)

EXHIBIT F

Election Day Presiding Judges and Alternate Judges

(to be updated)

| | Travis County | | | |
|-------------------------|--|--------------|------------------------|------------|
| PCTs | Location Name | Job Title | Name | Writ Date |
| 101, 114, 116 | Dailey Middle School | ED-JUDGE | MAUNEY, ANDREW | |
| | | ED-ALT JUDGE | Not Assigned | |
| 103, 104, 153 | Double Queens Event Center | ED-JUDGE | LOVE, TAYLOR | |
| | | ED-ALT JUDGE | Not Assigned | |
| 108, 102 | Our Savior Lutheran Church | ED-JUDGE | SMITH, KAREN | |
| | | ED-ALT JUDGE | JOHNSON, MARJORIE | |
| 111, 109, 112 | Connally High School | ED-JUDGE | ROSENBERGER, LEAH | |
| | | ED-ALT JUDGE | Not Assigned | |
| 117, 120, 125, 127, 154 | Turner-Roberts Rec Center | ED-JUDGE | BAKER, ANNIE | |
| | | ED-ALT JUDGE | THORNTON, VERONA | |
| 121, 128, 131, 134 | Austin Achieve - Northeast Campus | ED-JUDGE | CHAVANA, RICARDO | 11/20/2020 |
| | | ED-ALT JUDGE | Not Assigned | |
| 123, 105, 106, 110, 163 | Hendrickson High School | ED-JUDGE | MONTOYA, ELIZABETH | |
| | | ED-ALT JUDGE | Not Assigned | |
| 124 | Carver Branch Library | ED-JUDGE | MACKEY, MARGERY | |
| | | ED-ALT JUDGE | FORTUNE, DOUGLAS | |
| 124 | Millennium Youth Complex | ED-JUDGE | LEETH, WYNNELLE | |
| | | ED-ALT JUDGE | STANLEY, EMMA | |
| 126 | Givens Recreation Center | ED-JUDGE | PIPER, DWIGHT | |
| | | ED-ALT JUDGE | Not Assigned | |
| 129 | Greater Mt Zion Baptist Church | ED-JUDGE | PALADINO, CHRIS | |
| | | ED-ALT JUDGE | HARDMAN-DINGLE, SYLVIA | |
| 130, 118 | Memorial United Methodist | ED-JUDGE | WETTICK, KATHARINE | |
| | | ED-ALT JUDGE | Not Assigned | |
| 132, 133 | East Nineteenth St Missionary Baptist | ED-JUDGE | MCNEELY, TOCCARA | |
| | | ED-ALT JUDGE | Not Assigned | |
| 135 | Sawyer Hall | ED-JUDGE | HEWITT, SUSAN | |
| | | ED-ALT JUDGE | Not Assigned | |
| 136, 146, 150 | Pflugerville ISD Rock Gym | ED-JUDGE | ZIMMERMAN, MARGARET | |
| | | ED-ALT JUDGE | WOODWARD, PAMELA | |
| 137, 107, 161 | Avalon Pool and Amenity Center | ED-JUDGE | JACKSON, ERVIN | |
| | | ED-ALT JUDGE | Not Assigned | |
| 139, 140, 141, 164 | Asian American Resource Center | ED-JUDGE | TRAN, JENNIE | |
| | | ED-ALT JUDGE | ROLING, JANICE | |
| 148, 113, 145, 160 | County Tax Office, Pflugerville | ED-JUDGE | SMALL, PENNY | |
| | | ED-ALT JUDGE | BAUTISTA, PAULA | |
| 151, 122 | Dottie Jordan Recreation Center | ED-JUDGE | DOUGLAS, CYNTHIA | |
| | | ED-ALT JUDGE | SWOPE, DILLARD | |
| 152 | United Way of Greater Austin | ED-JUDGE | CLARKE, LAURA | |
| | | ED-ALT JUDGE | Not Assigned | |
| 156, 142, 149 | City of Austin Planning and Dev Center | ED-JUDGE | MANGINO, EVANGELINA | |
| | | ED-ALT JUDGE | ROGERS, HUCHIEN | 11/20/2020 |
| 207 | YMCA Northwest Branch | ED-JUDGE | LASLEY, LAURA | |
| | | ED-ALT JUDGE | GREENER, ROSEMARY | |
| 208, 206, 277 | UT Flawn Academic Center | ED-JUDGE | AHMAD, MICHELLE | |
| | | ED-ALT JUDGE | GEORGE, ALEXIS | |
| 210, 251, 256 | O. Henry Middle School | ED-JUDGE | MCCREIGHT, TRACY | |
| | | ED-ALT JUDGE | WORSHAM, LAURIE | |

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|-------------------------|---|--------------|-----------------------|------------|
| 217, 223 | Juan P. Navarro Early College High School | ED-JUDGE | BUHRO, JULIA | |
| | | ED-ALT JUDGE | ANYATONWU, NGOZI | |
| 218, 205, 260, 268 | Disability Rights Texas | ED-JUDGE | ETHERIDGE, SHANA | |
| | | ED-ALT JUDGE | VORUGANTI, VARUN | |
| 219, 203, 225 | Caldwell Elementary | ED-JUDGE | CARNEY, JUDITH | |
| | | ED-ALT JUDGE | WELLBORN, EARL | |
| 221, 212 | Bridge Point Elementary | ED-JUDGE | SHEKARAN, RAJA | |
| | | ED-ALT JUDGE | Not Assigned | |
| 224, 209 | Little Walnut Creek Branch Library | ED-JUDGE | HICKEY, REBECCA | |
| | | ED-ALT JUDGE | CABALLERO, DANIEL | |
| 228 | Shops at Arbor Walk | ED-JUDGE | BOWEN, JOSEPH | |
| | | ED-ALT JUDGE | LOCKWOOD, RENEE | |
| 229, 215, 216 | Wells Branch Community Center | ED-JUDGE | BARREDA, EVANGELINA | |
| | | ED-ALT JUDGE | Not Assigned | |
| 231, 220 | Cat Mountain HOA | ED-JUDGE | MANN, DAVID | |
| | | ED-ALT JUDGE | HUNTSMAN, SYLVIA | |
| 232, 234, 244 | Canyon Ridge Middle School | ED-JUDGE | MURPHY, GREGORY | 10/22/2020 |
| | | ED-ALT JUDGE | LEE, MARY | |
| 233, 245 | Shepherd of the Hills Christian Church | ED-JUDGE | PERRISSI, MICHAEL | |
| | | ED-ALT JUDGE | WATKINS, JONI | |
| 236, 235, 273 | Yarborough Branch Library | ED-JUDGE | HIRSH, RANLEIGH | |
| | | ED-ALT JUDGE | TURNER, CYNTHIA | |
| 237, 213, 240, 266 | Church at Highland Park, The | ED-JUDGE | DELARA, MARTHA | |
| | | ED-ALT JUDGE | GOOD, SHAWN | |
| 238, 247 | Northwest Hills United Methodist - Youth Center | ED-JUDGE | REINKEN, JANIS | |
| | | ED-ALT JUDGE | PANTIN, MICHAEL | |
| 239 | Northwest Recreation Center | ED-JUDGE | VANDERHEYDEN, MAX | |
| | | ED-ALT JUDGE | DURNIN, LINDA | |
| 242, 241, 248 | Brentwood Bible Church | ED-JUDGE | KOLESAR, NEGINA | |
| | | ED-ALT JUDGE | VAN GAASBECK, KAY | |
| 243, 252 | Ben Hur Shrine Center | ED-JUDGE | DAVIS, EMILY | |
| | | ED-ALT JUDGE | KOBY, ANN | |
| 249, 246, 253, 262 | St Matthew's Episcopal | ED-JUDGE | LUTZ, WILLIAM | |
| | | ED-ALT JUDGE | COOPER, MEGAN | |
| 250 | St Luke United Methodist | ED-JUDGE | FOTINOS, TAMMY | |
| | | ED-ALT JUDGE | Not Assigned | |
| 254, 267 | Davis Elementary | ED-JUDGE | COLLINS, JACQUELINE | |
| | | ED-ALT JUDGE | CICHOCKI, RONALD | |
| 258, 211, 222, 226, 227 | St John's Episcopal | ED-JUDGE | ANDERSON, CHRISTOPHER | 10/16/2020 |
| | | ED-ALT JUDGE | Not Assigned | |
| 259, 263 | Milwood Branch Library | ED-JUDGE | BEDIA, ESMERALDA | |
| | | ED-ALT JUDGE | CALHOUN, ALYSSA | |
| 275, 200, 202, 214, 274 | Baker Center, Alamo Drafthouse | ED-JUDGE | THOMAS, JAMES | |
| | | ED-ALT JUDGE | RICE, DAVID | |
| 301 | Sunset Valley City Hall | ED-JUDGE | KITZMAN, ELEANOR | |
| | | ED-ALT JUDGE | SMITH, CAROLYN | |
| 302, 360 | Bailey Middle School | ED-JUDGE | SCOTT, LEANNETTE | |
| | | ED-ALT JUDGE | Not Assigned | |

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|-------------------------|---|--------------|--------------------|------------|
| 303 | Oak Hill Primitive Baptist | ED-JUDGE | Not Assigned | |
| | | ED-ALT JUDGE | Not Assigned | |
| 308 | Lake Travis Middle School | ED-JUDGE | HELLRUNG, MICHAEL | |
| | | ED-ALT JUDGE | MOTT, DAVID | |
| 311, 325 | Austin Recreation Center | ED-JUDGE | WARD, MARY | |
| | | ED-ALT JUDGE | TRAN, PHIOANH | |
| 313 | Lamar Senior Activity Center | ED-JUDGE | PARKER, PHILIP | |
| | | ED-ALT JUDGE | Not Assigned | |
| 314, 357 | Oak Hill Fire Dept No 302 | ED-JUDGE | WELBORN, KATHIE | |
| | | ED-ALT JUDGE | BRENNER, MARGARET | |
| 315, 309, 310 | Villages of Shady Hollow Amenity Center | ED-JUDGE | SIMMS, CHANDRA | |
| | | ED-ALT JUDGE | Not Assigned | |
| 316, 346 | Travis County Parks Office | ED-JUDGE | O'MALIA, JOHN | |
| | | ED-ALT JUDGE | KRENEK, CARLA | |
| 319, 306, 320 | Lakeway Activity Center | ED-JUDGE | LAFUENTE, PATRICIA | |
| | | ED-ALT JUDGE | MYERS, ALICIA | |
| 324, 368 | Bee Cave City Hall | ED-JUDGE | STRMISKA, MICHELLE | |
| | | ED-ALT JUDGE | JANEK, JONATHAN | |
| 329 | Austin City Hall | ED-JUDGE | LIMON, BRENDA | |
| | | ED-ALT JUDGE | THOMPSON, SHERRY | |
| 330, 318, 338 | Laura Bush Community Library | ED-JUDGE | SCHULTZ, OLIVIA | |
| | | ED-ALT JUDGE | DOOLEY, BONNIE | |
| 332, 340, 341, 342, 356 | Zilker Elementary | ED-JUDGE | COHEN, JESSICA | |
| | | ED-ALT JUDGE | SCHIMA, JOANNA | |
| 333, 343 | Peace Lutheran | ED-JUDGE | SEAMAN, RICHARD | |
| | | ED-ALT JUDGE | MURRAY, JOHN | |
| 334, 335, 336 | Unity Church of the Hills | ED-JUDGE | AMATO, SAM | |
| | | ED-ALT JUDGE | AMATO, LIBBY | |
| 337, 326, 327 | Lakewood HOA | ED-JUDGE | DETLEFSEN, RICHARD | |
| | | ED-ALT JUDGE | KEENE, JANE | |
| 339, 354 | Western Hills Church of Christ | ED-JUDGE | BIXBY, PAMELA | |
| | | ED-ALT JUDGE | HASTINGS, ANNA | |
| 347, 307, 317 | Hill Country Middle School | ED-JUDGE | PARIS, MATTHEW | |
| | | ED-ALT JUDGE | BUMGARDNER, JACK | |
| 351 | Austin Oaks Church | ED-JUDGE | SARAHAN, MICHAEL | |
| | | ED-ALT JUDGE | HADLEY, ROBYN | |
| 352, 344, 350, 358 | Impact Family Church | ED-JUDGE | FLEMING, JENNIFER | |
| | | ED-ALT JUDGE | Not Assigned | |
| 359, 312 | Lake Travis ISD Educational Dev Ctr | ED-JUDGE | Not Assigned | |
| | | ED-ALT JUDGE | DONOHUE, JUDITH | |
| 361 | Oak Hill Fire Dept No 301 | ED-JUDGE | GABELLA, PATRICIA | 12/08/2020 |
| | | ED-ALT JUDGE | SUAREZ, ALMA | |
| 362, 363 | Will Hampton Branch Library | ED-JUDGE | MANSHACK, DYLAN | |
| | | ED-ALT JUDGE | CHOW, JING | 11/20/2020 |
| 364 | Westlake United Methodist | ED-JUDGE | CONLEY, BARBARA | |
| | | ED-ALT JUDGE | BURKE, PETER | |
| 365, 349 | Community Center at Oak Hill | ED-JUDGE | MARTONE, MARGARET | |
| | | ED-ALT JUDGE | Not Assigned | |
| 366 | Oak Hill United Methodist | ED-JUDGE | LEWIS, CLARE | |

| | | | | |
|--------------------|-------------------------------------|--------------|---------------------|------------|
| | | ED-ALT JUDGE | Not Assigned | |
| 367, 304 | Circle C Community Center | ED-JUDGE | ORTIZ, RUDOLFO | |
| | | ED-ALT JUDGE | HESELSWEET, JANELLE | |
| 369, 370 | Christ Episcopal | ED-JUDGE | DENSON, JANE | |
| | | ED-ALT JUDGE | BARKER, JEANNE | |
| 372 | Community Center at Jonestown | ED-JUDGE | MATTHEWS, LINDA | |
| | | ED-ALT JUDGE | Not Assigned | |
| 373, 371 | Lago Vista City Hall | ED-JUDGE | DIEMER, MARIE | |
| | | ED-ALT JUDGE | PAL GEORGE, KELSEY | |
| 374, 375 | Deer Creek Elementary | ED-JUDGE | BISCIGLIA, ROBERT | |
| | | ED-ALT JUDGE | RYAN, SUSAN | |
| 403, 405 | Creedmoor Community Center | ED-JUDGE | STATON, DEBRA | |
| | | ED-ALT JUDGE | FLORES, ROBERTO | |
| 406, 404 | St Alban's Episcopal | ED-JUDGE | DOSKY, JANIS | |
| | | ED-ALT JUDGE | Not Assigned | |
| 407, 401, 402 | Community Center at Del Valle | ED-JUDGE | WEGNER, JORITA | |
| | | ED-ALT JUDGE | ECKELKAMP, CAROL | 10/16/2020 |
| 411, 416, 417 | Southpark Meadows, suite 500 | ED-JUDGE | BARBATO, CHARLES | |
| | | ED-ALT JUDGE | BARBATO, JUDITH | |
| 414, 408, 435 | Texas Oaks Baptist | ED-JUDGE | SALINAS, HERMINIA | |
| | | ED-ALT JUDGE | PARE, RAYMOND | |
| 420, 440 | Good Shepherd on the Hill | ED-JUDGE | ZAMORA, MARTIN | |
| | | ED-ALT JUDGE | WOODS, MORRIS | |
| 421, 428, 437 | Church on Congress Avenue | ED-JUDGE | DIAZ, MARY | |
| | | ED-ALT JUDGE | LOCKWOOD, ANDREW | |
| 422, 433 | Faith Presbyterian Church | ED-JUDGE | FEUERBACHER, FRANK | |
| | | ED-ALT JUDGE | Not Assigned | |
| 424, 409 | South Austin Recreation Center | ED-JUDGE | LUCIANO, RICHARD | 11/20/2020 |
| | | ED-ALT JUDGE | FONSECA, EMMA | |
| 426, 427, 436, 444 | Parque Zaragoza Recreation Center | ED-JUDGE | ACHILLES, JENNY | |
| | | ED-ALT JUDGE | Not Assigned | |
| 429, 423, 431 | Dan Ruiz Branch Library | ED-JUDGE | GREEN, JAMES | |
| | | ED-ALT JUDGE | VALESCU, MICHAEL | |
| 439, 432, 434, 438 | Rodolfo "Rudy" Mendez Rec Ctr | ED-JUDGE | FERNANDEZ, GAVINO | 12/10/2020 |
| | | ED-ALT JUDGE | PEREZ, IAN | |
| 441, 442, 446 | St John's Lutheran | ED-JUDGE | GREEN, WAUDELL | |
| | | ED-ALT JUDGE | SALAZAR, RAYNALDO | |
| 443, 450, 452 | Mendez Middle School | ED-JUDGE | FUENTES, JOSE | |
| | | ED-ALT JUDGE | GONZALES, SUSANNA | |
| 448, 413 | Langford Elementary | ED-JUDGE | INNMON, LEEANN | |
| | | ED-ALT JUDGE | Not Assigned | |
| 451, 410, 419, 447 | Bedichek Middle School | ED-JUDGE | JACKSON, TINA | |
| | | ED-ALT JUDGE | KELLY, DAVID | |
| 454, 412, 425, 460 | Manchaca Road Branch Public Library | ED-JUDGE | HARRINGTON, CHARLES | |
| | | ED-ALT JUDGE | WOOD, MARY | |
| 461, 430 | Austin New Church at 04 Center | ED-JUDGE | DAVIS, MARY ANN | |
| | | ED-ALT JUDGE | THOMPSON, DAVID | |
| 463, 415, 458 | Dittmar Recreation Center | ED-JUDGE | THOMPSON, BENJAMIN | |
| | | ED-ALT JUDGE | Not Assigned | |

Hays County
Election Day Poll Worker Schedule
May 1, 2021
7:00 AM – 7:00 PM

Dunbar Center

Judge – Richard Gonzales

Alt Judge – Adolfo Rodriguez

Clerk – Beanira Gonzales

Live Oak Health (Early Voting & Election Day)

Judge – Bobby Hernandez

Alt Judge – Anna Hernandez

Clerk – Kyliegh Reed

Clerk – Delysia Moore

Hays County Government Center (Early Voting & Election Day)

Judge – Adan Moreno

Alt Judge – Robert McMillan

Clerk – Carole McMillan

Clerk – Mary Alice Moreno

Clerk – Susan Best

Clerk – Wess Garcia

Texas State University PAC (Early Voting & Election Day)

Judge – Aart Millecam

Alt Judge – Nick Hoover

Clerk – Jennifer Jensen

Clerk – Jonathon Burd

Hays CISD Arnold Transportation Building

Early Voting @ Hays CISD

Judge – Karen Enterline

Richard Gonzales

Alt Judge – Richard Figge

Adolfo Rodriguez
Karen Enterline

Clerk - Vickie Simpson

Bernice Gonzales

Clerk – Sally Figge

Wallace Middle School

Judge – Vanessa Westbrook

Alt Judge – Kate Johnson

Clerk – Gilbert Arismendez

Clerk – Tracy Parker

McCormick Middle School

Judge - Connie Madea

Alt Judge – Frank Madia

Clerk – Merry Bateman

Clerk – Carrie Tudor

Hays CISD Transportation Building - Uhland

Judge - Mary Helen Frazier

Alt Judge – Sid Braverman

Clerk – Jared Bostick

Clerk – Ellen Braverman

Hays Hills Baptist Church

Judge – Larry Thompson

Alt Judge- Janice Thompson

Clerk – Jonathon Williams

Clerk – Verna Kaye Walters

Dripping Springs City Hall (Early Voting & Election Day)

Judge – Judy Dunn

Alt Judge – Beverly Lawrence

Clerk – Bill Dickson

Clerk – Annette Moore

Hays Precinct 4 Office

Judge – Mary Clarkson

Alt Judge – Brenda Sowada

Clerk

Clerk

****Early Voting ONLY**

Buda Upper Campus (Not an Election Day location)

Larry Thompson

Jan Thompson

Faith Flanagan

Ethel Queen

Dee Dee Proctor

Kaye Walters

Central Count and Ballot Board

Tabulation Supervisor – Jeff McGill

Central Count Station Manager – Jennifer Anderson

Central County Station Clerks:

Cliff Ormiston

Larry Rayos

Early Voting Ballot Board –

Jennifer Scott

Larry Rayos

Brandon Williams

Jon Leonard

Exhibit F – Williamson County Election Day
Presiding Judges and Alternate Judges

(Placeholder)

EXHIBIT G

Central Counting Station Staff

(to be updated)

Travis County

Early Voting Ballot Board Presiding Judge

Nina Seaman

Central Count Presiding Judge

Charlene Casillas

Central Count Station Manager

Bridgette Escobedo

Tabulation Supervisor

Charlie Johnson

Assistant Tabulation Supervisors

Daniel Hayes

Adana Hess

Adam Alavarez

Chris Baldenhofer

Scott Flom

Dan Roman

Dan Grosser

Kyle Rush

Paul DeLaRosa

Cinnamon Babbitt

Kyle Barsalou

Robert Espinosa

Tara Doughtrey

Sonny Rodriguez

Hays County
Election Day Poll Worker
Schedule May 1, 2021
7:00 AM – 7:00 PM

Dunbar Center

Judge – Richard Gonzales

Alt Judge – Adolfo Rodriguez

Clerk – Beanira Gonzales

Live Oak Health (Early Voting & Election Day)

Judge – Bobby Hernandez

Alt Judge – Anna Hernandez

Clerk – Kyliegh Reed

Clerk – Delysia Moore

Hays County Government Center (Early Voting & Election Day)

Judge – Adan Moreno

Alt Judge – Robert McMillan

Clerk – Carole McMillan

Clerk – Mary Alice Moreno

Clerk – Susan Best

Clerk – Wess Garcia

Texas State University PAC (Early Voting & Election Day)

Judge – Aart Millecam

Alt Judge – Nick Hoover

Clerk – Jennifer Jensen

Clerk – Jonathon Burd

Hays CISD Arnold Transportation Building**Early Voting @ Hays CISD**

Judge – Karen Enterline

Richard Gonzales

Alt Judge – Richard Figge

Adolfo Rodriguez

Karen Enterline

Clerk - Vickie Simpson

Bernice Gonzales

Clerk – Sally Figge

Wallace Middle School

Judge – Vanessa Westbrook

Alt Judge – Kate Johnson

Clerk – Gilbert Arismendez

Clerk – Tracy Parker

McCormick Middle School

Judge - Connie Madea

Alt Judge – Frank Madia

Clerk – Merry Bateman

Clerk – Carrie Tudor

Hays CISD Transportation Building - Uhland

Judge - Mary Helen Frazier

Alt Judge – Sid Braverman

Clerk – Jared Bostick

Clerk – Ellen Braverman

Hays Hills Baptist Church

Judge – Larry Thompson

Alt Judge- Janice Thompson

Clerk – Jonathon Williams

Clerk – Verna Kaye Walters

Dripping Springs City Hall (Early Voting & Election Day)

Judge – Judy Dunn

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Clerk – Annette Moore

Hays Precinct 4 Office

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Alt Judge – Brenda Sowada

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Central County Station Clerks:

Cliff Ormiston

Larry Rayos

Early Voting Ballot Board –

Jennifer Scott

Larry Rayos

Brandon Williams

Jon Leonard

Exhibit G – Williamson County Central Counting Station Staff

(Placeholder)

EXHIBIT H

Early Voting Ballot

Board Members

(to be updated)

Travis County

Early Voting Ballot Board Presiding Judge

Nina Seaman

Central Count Presiding Judge

Charlene Casillas

Central Count Station Manager

Bridgette Escobedo

Tabulation Supervisor

Charlie Johnson

Assistant Tabulation Supervisors

Daniel Hayes

Adana Hess

Adam Alavarez

Chris Baldenhofer

Scott Flom

Dan Roman

Dan Grosser

Kyle Rush

Paul DeLaRosa

Cinnamon Babbitt

Kyle Barsalou

Robert Espinosa

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Sonny Rodriguez

Hays County
Election Day Poll Worker Schedule
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Early Voting @ Hays CISD

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Clerk – Tracy Parker

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Larry Rayos

Brandon Williams

Jon Leonard

Exhibit H – Williamson County Early Voting
Ballot Board Members

(Placeholder)