

RESOLUTION NO. R-2025-11

A RESOLUTION OF THE BASTROP CITY COUNCIL APPROVING THE CONTRACT WITH THE BASTROP COUNTY ELECTION ADMINISTRATOR, ATTACHED AS EXHIBIT A, TO PARTICIPATE IN A JOINT ELECTION FOR THE MAY GENERAL ELECTION CALLED AND ORDERED FOR SATURDAY, MAY 3, 2025; AUTHORIZE THE CITY MANAGER TO SIGN SAID CONTRACT AGREEMENT; PROVIDING FOR A REPEALING CLAUSE, SEVERABILITY, AND EFFECTIVE DATE.

WHEREAS: following the general laws and Constitution of the State of Texas, and the Charter of the City, a General Election was called and ordered for Saturday, May 3, 2025. All residents and qualified voters of the City of Bastrop shall be permitted to vote, in said election to elect two Council Members, in Place 1 and Place 5, for a term of three (3) years ending in May 2028; and

WHEREAS: the City Council wishes to enter into a contract agreement with Bastrop County and other municipalities and school districts and enter into a Joint Election Agreement for the conduct of the City's May 3, 2025 General Election.

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

SECTION 1. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Bastrop, Texas, and are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

SECTION 2: The City Council approves and authorizes the execution of the First Amendment, attached hereto as **Attachment "A"** and authorizes the City Manager to sign said contract.

SECTION 3. Repealer: To the extent reasonably possible, resolutions are to be read together in harmony. However, all resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters regulated.

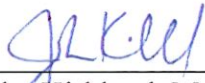
SECTION 4. Severability: Should any of the clauses, sentences, paragraphs, sections, or parts of this Resolution be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Resolution.

SECTION 5. Effective Date: This Resolution shall take effect upon the date of final passage.

SECTION 6. Proper Notice & Meeting: It is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.


DULY RESOLVED by the Bastrop City Council on this 14th day of JANUARY 2025.

CITY OF BASTROP, TEXAS




John Kirkland, Mayor Pro Tem

ATTEST:



City Secretary
for Victoria Bencik, Assistant
City Secretary

APPROVED AS TO FORM:



City Attorney



**AGREEMENT TO CONDUCT JOINT ELECTION BETWEEN
THE CITY OF BASTROP, BASTROP INDEPENDENT SCHOOL DISTRICT, THE
CITY OF SMITHVILLE, THE CITY OF ELGIN, ELGIN INDEPENDENT SCHOOL
DISTRICT, BASTROP-TRAVIS COUNTIES EMERGENCY SERVICES DISTRICT NO.
1, AND BASTROP COUNTY MUNICIPAL UTILITY DISTRICT NO. 7
FOR THE MAY 3, 2025 ELECTION**

**THE STATE OF TEXAS §
 §
COUNTY OF BASTROP §**

This Agreement to Conduct Joint Election (this “**Contract**”) is entered into by and among City of Bastrop, a political subdivision of the State of Texas (“**COB**”), Bastrop Independent School District, a political subdivision of the State of Texas, (“**BISD**”), City of Smithville, a political subdivision of the State of Texas (“**COS**”), City of Elgin, a political subdivision of the State of Texas (“**COE**”), Elgin Independent School District, a political subdivision of the State of Texas, (“**EISD**”), Bastrop-Travis Counties Emergency Services District No. 1, a political subdivision of the State of Texas, (“**BTC ESD**”), and Bastrop County Municipal Utility District No. 7, a political subdivision of the State of Texas, (“**BMUD7**”), each individually, a “**Party**” or, collectively, the “**Parties**,” pursuant to Chapter 271 of the Texas Election Code.

RECITALS

WHEREAS, the COB, BISD, COS, COE, EISD, BTC ESD and BMUD7 each expect to call an election to be held on May 3, 2025; and

WHEREAS, the COB, BISD, COS, COE, EISD, BTC ESD and BMUD7 desire to conduct such elections jointly pursuant to Chapter 271 of the Texas Election Code, and

WHEREAS, the COB, BISD, COS, COE, EISD, BTC ESD and BMUD7 desire to enter into a contract setting out the respective responsibilities of the Parties;

NOW, THEREFORE, the Parties agree as follows:

**ARTICLE I
PURPOSE**

1.01 The Parties have entered into this Contract to conduct a joint election on May 3, 2025. 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 Parties.

**ARTICLE II
JOINT ELECTION**

2.01 The Parties agree to conduct their respective May 3, 2025 elections jointly pursuant to

Chapter 271 of the Texas Election Code. Specifically, the Parties agree to the use of common polling places for both early voting and election day. The Parties also agree that the election officers may be appointed to serve both elections and that a common ballot may be used where appropriate and that common equipment and ballot boxes may be used for both elections for all relevant purposes as provided in Chapter 271.

ARTICLE III. TERM

3.01 Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract have been completed.

ARTICLE IV EACH PARTY RESPONSIBLE FOR ITS PRO RATA COST OF SERVICE AS BILLED

4.01 The Parties acknowledge that they have each separately contracted for election services to be provided by Bastrop County Elections Administrator for the elections. All costs incurred by the Parties attributable to the coordination, supervision, and running of the election and incurred on behalf of the Parties, including expenses for supplies in connection with the election school(s), election supplies, wages paid for election workers, any paper ballots to be used for the election, and any other expenses reasonably and directly related to the election, including, without limitation, rental and programming of direct recording electronic voting devices and audio ballots shall be borne by the Parties based on their respective Election Services Agreement with the County Elections Administrator, and each Party will be responsible for their pro rata portion.

ARTICLE V GENERAL PROVISIONS

5.01 This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Bastrop County, Texas.

5.02 In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been a part of the Contract.

5.03 This Contract constitutes the only agreement of the Parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

5.04 No amendment, modification, or alteration of this Contract shall be binding unless it is in writing, dated subsequent to the date of the Contract and duly executed by all of the Parties.

5.05 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 BASTROP:

Irma Parker
City Secretary
City of Bastrop
1311 Chestnut Street
Bastrop, TX 78602

BASTROP ISD:

Dr. Kristi Lee
Deputy Superintendent
Bastrop Independent School District
906 Farm Street
Bastrop, TX 78602

CITY OF SMITHVILLE:

Jennifer Lynch
City Secretary
City of Smithville
317 Main St.
Smithville, TX 78957

CITY OF ELGIN:

Peyton Standifer
City Secretary
City of Elgin
310 N Main Street/PO Box 591
Elgin, TX 78621

ELGIN ISD:

Dr. Jana Rueter
Superintendent of Schools
Elgin Independent School District
1002 N. Ave. C/PO Box 351
Elgin, TX 78621

BASTROP-TRAVIS COUNTIES ESD NO.1:

Kelli Carlton
Attorney for the District
The Carlton Law Firm P.L.L.C
4301 Westbank Dr., Suite B-130
Austin, TX 78746


BASTROP COUNTY MUD NO. 7:

Lina Jarmond
Armbrust & Brown, PLLC
100 Congress Avenue, Suite 1300
Austin, TX 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.

Executed to be effective the 25 day of February, 2025.

CITY OF BASTROP:

BY: 
Sylvia Carrillo, City Manager
City of Bastrop

Executed to be effective the 24th day of February, 2025.

BASTROP ISD:

BY: Barry Edwards
Barry Edwards, Superintendent
Bastrop Independent School District

Executed to be effective the ____ day of _____, 2025.

CITY OF SMITHVILLE:

BY: Robert Tamble
Robert Tamble, City Manager
City of Smithville

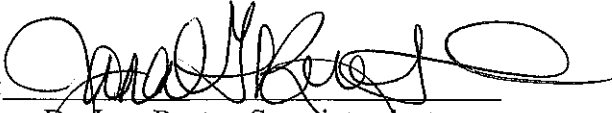
Executed to be effective the 26 day of February, 2025.

CITY OF ELGIN:

BY: Theresa Y. McShan
Theresa Y. McShan, Mayor
City of Elgin

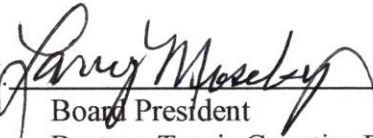
Executed to be effective the 10 day of March, 2025.

ELGIN ISD:

BY: 
Dr. Jana Rueter, Superintendent
Elgin Independent School District

Executed to be effective the 27th day of February, 2025.

BASTROP-TRAVIS COUNTIES ESD NO.1:

BY: 
Board President
Bastrop-Travis Counties ESD#1

Executed to be effective the 24th day of February, 2025.

BASTROP COUNTY MUD NO. 7:

BY: Robert Archer
Board President
Bastrop County MUD #7