

## RESOLUCIÓN NO. R-2022-10

**RESOLUCIÓN DEL CONSEJO DE LA CIUDAD DE BASTROP, TEXAS, PARA APROBAR UN CONTRATO CONJUNTO ENTRE LA CIUDAD DE BASTROP Y EL CONDADO DE BASTROP, INCLUYENDO EL DISTRITO ESCOLAR INDEPENDIENTE DE BASTROP (BISD), DISTRITO NO. 1 DE SERVICIOS DE EMERGENCIA DE BASTROP-CONDADO DE TRAVIS, LA CIUDAD DE ELGIN, CIUDAD DE SMITHVILLE, EL DISTRITO ESCOLAR INDEPENDIENTE DE ELGIN (EISD), DISTRITO NO. 2 DE SERVICIOS DE EMERGENCIA DEL CONDADO DE BASTROP, DISTRITO ESCOLAR INDEPENDIENTE DE SMITHVILLE (SISD), Y EL DISTRITO NO. 2 DEL CONTROL Y MEJORAS DEL AGUA DEL CONDADO DE BASTROP, PARA LLEVAR A CABO LA ELECCIÓN ESPECIAL Y GENERAL DEL 7 DE MAYO, 2022, DE BASTROP TEXAS, AGREGADA COMO ADJUNTO A; AUTORIZACIÓN PARA QUE EL/LA GERENTE DE LA CIUDAD EJECUTE TODO DOCUMENTO NECESARIO; Y PROPORCIONANDO LA FECHA DE VIGOR.**

**POR CUANTO**, la Ciudad de Bastrop (“la Ciudad”) ha convocado una elección especial y general que se lleve a cabo el sábado, 7 de mayo, 2022; y

**POR CUANTO**, el Condado de Bastrop, el Distrito Escolar Independiente de Bastrop (*BISD*), Distrito No. 1 de Servicios de Emergencia de Bastrop-Condado de Travis, la Ciudad de Elgin, Ciudad de Smithville, el Distrito Escolar Independiente de Elgin (*EISD*), Distrito No. 2 de Servicios de Emergencia del Condado de Bastrop, Distrito Escolar Independiente de Smithville (*SISD*), y el Distrito No. 2 del Control y Mejoras del Agua del Condado de Bastrop también han convocado una elección para el sábado, 7 de mayo, 2022; y

**POR CUANTO**, el Condado de Bastrop, el Distrito Escolar Independiente de Bastrop (*BISD*), Distrito No. 1 de Servicios de Emergencia de Bastrop-Condado de Travis, la Ciudad de Elgin, Ciudad de Smithville, el Distrito Escolar Independiente de Elgin (*EISD*), Distrito No. 2 de Servicios de Emergencia del Condado de Bastrop, Distrito Escolar Independiente de Smithville (*SISD*), y el Distrito No. 2 del Control y Mejoras del Agua del Condado de Bastrop también han expresado que desean llevar a cabo una elección conjunta con la Ciudad; y

**POR CUANTO**, la ley estatal permite que gobiernos locales que estén llevando a cabo elecciones el mismo día las administren en colaboración, y para que así la votación sea más conveniente; y

**POR CUANTO**, el/la Administrador/a Electoral del Condado de Bastrop proveerá todos los servicios electorales para la Ciudad, el Condado de Bastrop, *BISD*, Distrito No. 1 de Servicios de Emergencia de Bastrop-Condado de Travis, la Ciudad de Elgin, Ciudad de Smithville, *EISD*, Distrito No. 2 de Servicios de Emergencia del Condado de Bastrop, *SISD*, y el Distrito No. 2 del Control y Mejoras del Agua del Condado de Bastrop de acuerdo con el

convenio entre el/la Administrador/a Electoral del Condado de Bastrop y cada entidad por medio de contratos separados; y

**POR CUANTO**, es necesario autorizar el convenio de acuerdo con la Sección 271.002 del Código Electoral de Texas, en cual la Ciudad y el Condado de Bastrop, BISD, Distrito No. 1 de Servicios de Emergencia de Bastrop-Condado de Travis, la Ciudad de Elgin, Ciudad de Smithville, EISD, Distrito No. 2 de Servicios de Emergencia del Condado de Bastrop, SISD, y el Distrito No. 2 del Control y Mejoras del Agua del Condado de Bastrop quedan de acuerdo que llevarán a cabo la elección conjunta el 7 de mayo, 2022.

**AHORA, POR LO TANTO, RESUÉLVASE POR EL CONSEJO DE LA CIUDAD DE BASTROP, TEXAS:**

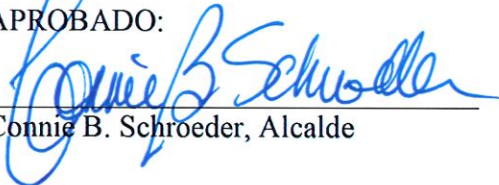
**Sección 1.** El Consejo de la Ciudad de Bastrop por lo presente autoriza que la Elección Especial y General del 7 de mayo, 2022 sea llevada a cabo junto con el Condado de Bastrop, BISD, Distrito No. 1 de Servicios de Emergencia de Bastrop-Condado de Travis, la Ciudad de Elgin, Ciudad de Smithville, EISD, Distrito No. 2 de Servicios de Emergencia del Condado de Bastrop, SISD, y el Distrito No. 2 del Control y Mejoras del Agua del Condado de Bastrop.

**Sección 2.** El/la Gerente de la Ciudad por lo presente es autorizado para que ejecute un convenio con el Condado de Bastrop, BISD, Distrito No. 1 de Servicios de Emergencia de Bastrop-Condado de Travis, la Ciudad de Elgin, Ciudad de Smithville, EISD, Distrito No. 2 de Servicios de Emergencia del Condado de Bastrop, SISD, y el Distrito No. 2 del Control y Mejoras del Agua del Condado de Bastrop para llevar a cabo la elección conjunta el sábado, 7 de mayo, 2022. El convenio es agregado a la presente con el título de Adjunto A.

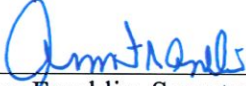
**Sección 3:** Que esta Resolución sea efectiva inmediatamente cuando sea aprobada y así se resuelve.

**DEBIDAMENTE RESUELTO Y ADOPTADO** por el Consejo de la Ciudad de Bastrop este día 11 de enero, 2022.

APROBADO:

  
\_\_\_\_\_  
Connie B. Schroeder, Alcalde

CERTIFICO:

  
\_\_\_\_\_  
Ann Franklin, Secretaria de la Ciudad

APROBADA SU REDACCIÓN:

  
\_\_\_\_\_  
Alan Bojorquez, Fiscal de la Ciudad

**AGREEMENT TO CONDUCT JOINT ELECTION BETWEEN  
BASTROP COUNTY AND  
THE BASTROP INDEPENDENT SCHOOL DISTRICT AND  
BASTROP-TRAVIS COUNTIES EMERGENCY SERVICES DISTRICT NO. 1 AND  
THE CITY OF BASTROP AND  
THE CITY OF ELGIN AND  
THE CITY OF SMITHVILLE AND  
ELGIN INDEPENDENT SCHOOL DISTRICT AND  
BASTROP COUNTY EMERGENCY SERVICES DISTRICT NO. 2 AND  
THE SMITHVILLE INDEPENDENT SCHOOL DISTRICT AND  
THE BASTROP COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT #2  
FOR THE MAY 7, 2022 ELECTION**

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

This Agreement to Conduct Joint Election (this “**Contract**”) is entered into by and among Bastrop County, a political subdivision of the State of Texas, and Bastrop Independent School District, a political subdivision of the State of Texas, and Bastrop-Travis Counties Emergency Services District No. 1, a political subdivision of the State of Texas, and The City of Bastrop, a political subdivision of the State of Texas, and The City of Elgin, a political subdivision of the State of Texas, and The City of Smithville, a political subdivision of the State of Texas, and Elgin Independent School District, a political subdivision of the State of Texas, and Bastrop County Emergency Services District No. 2, a political subdivision of the State of Texas, and Smithville Independent School District, a political subdivision of the State of Texas, and Bastrop County Water Control and Improvement District #2, a political subdivision of the State of Texas, each individually, a “**Party**” or, collectively, the “**Parties**,” pursuant to Chapter 271 of the Texas Election Code.

**RECITALS**

**WHEREAS**, the Parties each expect to call an election to be held on May 7, 2022; and

**WHEREAS**, the Parties desire to conduct such elections jointly pursuant to Chapter 271 of the Texas Election Code, and

**WHEREAS**, the Parties 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 7, 2022. 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 7, 2022 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:

**Bastrop County**

Kristin Miles  
Elections Administrator  
Bastrop County  
804 Pecan Street  
Bastrop, TX 78602  
Tel: (512) 581-7160  
Fax: (512) 581-4260  
Email: [elections@co.bastrop.tx.us](mailto:elections@co.bastrop.tx.us)

**Bastrop ISD:**

Kristi Lee  
Associate Superintendent  
Communications & Community Relations  
Bastrop Independent School District  
906 Farm St  
Bastrop, TX 78602  
Tel: (512) 772-7100  
Fax: (512) 321-1371  
Email: [klee@bisdtx.org](mailto:klee@bisdtx.org)

**Bastrop-Travis Counties ESD#1:**

Kelli Carlton  
Attorney  
The Carlton Law Firm, P.L.L.C.  
4301 Westbank Dr., Suite B-130  
Austin, TX 78746  
Tel: (512) 614-0901  
Fax: (512) 900-2855  
Email: [kelli@carltonlawaustin.com](mailto:kelli@carltonlawaustin.com);  
[katy@carltonlawaustin.com](mailto:katy@carltonlawaustin.com)

**City of Bastrop:**

Ann Franklin  
City Secretary  
City of Bastrop  
1311 Chestnut Street/PO Box 427  
Bastrop, TX 78602  
Tel: (512) 332-8800  
Fax: (512) 332-8819  
Email: [afranklin@cityofbastrop.org](mailto:afranklin@cityofbastrop.org)



**City of Elgin:**

Ron Ramirez  
Mayor At-Large  
City of Elgin  
310 N. Main St./PO Box 591  
Elgin, TX 78621  
Tel: (512) 281-5724  
Fax: (512) 285-5962  
Email: [mayor@ci.elgin.tx.us](mailto:mayor@ci.elgin.tx.us)

**City of Smithville:**

Jennifer Lynch  
City Secretary  
City of Smithville  
317 Main St.  
Smithville, TX 78957  
Tel: (512) 237-3282  
Fax: (512) 237-4549  
Email: [jdlynch@ci.smithville.tx.us](mailto:jdlynch@ci.smithville.tx.us)

**Elgin ISD:**

Dr. Jodi Duron  
Superintendent of Schools  
Elgin Independent School District  
1002 N. Ave. C/PO Box 351  
Elgin, TX 78621  
Tel: (512) 281-9731  
Fax: (512) 285-9935  
Email: [jodi.duron@elginisd.net](mailto:jodi.duron@elginisd.net)

**Bastrop County ESD#2:**

Kelli Carlton  
Attorney  
The Carlton Law Firm, P.L.L.C.  
4301 Westbank Dr., Suite B-130  
Austin, TX 78746  
Tel: (512) 614-0901  
Fax: (512) 900-2855  
Email: [kelli@carltonlawaustin.com](mailto:kelli@carltonlawaustin.com);  
[katy@carltonlawaustin.com](mailto:katy@carltonlawaustin.com)

**Smithville ISD:**

Mrs. Cheryl Burns  
Superintendent of Schools  
Smithville Independent School District  
901 NE 6<sup>th</sup> St.  
Smithville, TX 78957  
Tel: (512) 237-2487  
Fax: (512) 237-2775  
Email: [cburns@smithvilleisd.org](mailto:cburns@smithvilleisd.org)

**Bastrop County WCID#2:**

Bastrop County WCID#2  
Attn: Alma Rodriguez  
Office Manager  
PO Box 708  
Bastrop, TX 78602  
Tel: (512) 321-1688  
Fax: (512) 321-1692  
Email: [alma@bcwcid2.org](mailto:alma@bcwcid2.org)

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 \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**COUNTY:**

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Paul Pape  
County Judge  
Bastrop County, Texas

Executed to be effective the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Bastrop ISD:**

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Barry Edwards  
Superintendent of Schools  
Bastrop Independent School District  
Bastrop, Texas

Executed to be effective the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

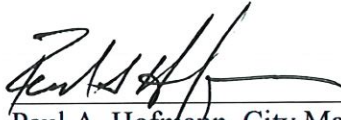
**Bastrop-Travis Counties ESD#1:**

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David Gahagan  
Board President  
Bastrop-Travis Counties ESD#1

Executed to be effective the 25<sup>th</sup> day of January, 2022.

**City of Bastrop:**



Paul A. Hofmann, City Manager  
City of Bastrop  
Bastrop, Texas

Executed to be effective the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**City of Elgin:**

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Ron Ramirez  
Mayor At-Large  
City of Elgin  
Elgin, Texas

Executed to be effective the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**City of Smithville:**

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Robert Tamble  
City Manager  
City of Smithville  
Smithville, Texas



Executed to be effective the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**Elgin ISD:**

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Dr. Jodi Duron  
Superintendent of Schools  
Elgin Independent School District  
Elgin, Texas

Executed to be effective the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Bastrop County ESD#2:**

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George Martinez  
Board President  
Bastrop County ESD#2

Executed to be effective the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Smithville ISD:**

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Mrs. Cheryl Burns  
Superintendent of Schools  
Smithville ISD  
Smithville, Texas

Executed to be effective the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Bastrop County WCID#2:**

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Mary Beth O'Hanlon  
Board President  
Bastrop County WCID#2