

RESOLUTION NO. R-2023-42

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING A JOINT AGREEMENT BETWEEN THE CITY OF BASTROP (CITY) AND BASTROP INDEPENDENT SCHOOL DISTRICT (BISD), CITY OF ELGIN, CITY OF SMITHVILLE, ELGIN INDEPENDENT SCHOOL DISTRICT (EISD), LEXINGTON INDEPENDENT SCHOOL DISTRICT, MCDADE INDEPENDENT SCHOOL DISTRICT AND WILDWOOD MUNICIPAL UTILITY DISTRICT FOR THE MAY 6, 2023 SPECIAL AND GENERAL ELECTION FOR BASTROP, TEXAS, ATTACHED AS EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop ("the City") has called a special and general election for Saturday, May 6, 2023; and

WHEREAS, Bastrop Independent School District (BISD), City of Elgin, City of Smithville, Elgin Independent School District (EISD), Lexington Independent School District, McDade Independent School District and Wildwood Municipal Utility District have also called an election for Saturday, May 6, 2023; and

WHEREAS, Bastrop Independent School District (BISD), City of Elgin, City of Smithville, Elgin Independent School District (EISD), Lexington Independent School District, McDade Independent School District and Wildwood Municipal Utility District have expressed their desire for a joint election with the City; and

WHEREAS, state law allows local governments holding elections on the same day to do so jointly, thereby making voting more convenient; and

WHEREAS, Bastrop Independent School District (BISD), City of Elgin, City of Smithville, Elgin Independent School District (EISD), Lexington Independent School District, McDade Independent School District and Wildwood Municipal Utility District as agreed upon by the Bastrop County Elections Administrator and each entity through separate contracts; and

WHEREAS, it is necessary to authorize an agreement in accordance with Section 271.002 of the Texas Election Code, whereby the City, Bastrop Independent School District (BISD), City of Elgin, City of Smithville, Elgin Independent School District (EISD), Lexington Independent School District, McDade Independent School District and Wildwood Municipal Utility District agree to hold a joint election on May 6, 2023.

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

Section 1. The City Council of the City of Bastrop hereby authorizes that the May 6, 2023 Special and General Election be held jointly with Bastrop Independent School District (BISD), City of Elgin, City of Smithville, Elgin Independent School District (EISD), Lexington Independent School District, McDade Independent School District and Wildwood Municipal Utility District.

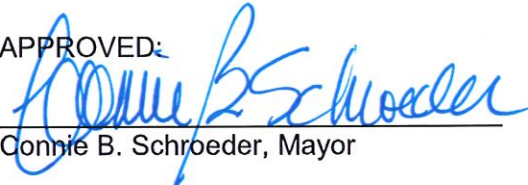
Section 2. The City Manager is hereby authorized to execute an agreement with Bastrop Independent School District (BISD), City of Elgin, City of Smithville, Elgin Independent

School District (EISD), Lexington Independent School District, McDade Independent School District and Wildwood Municipal Utility District for a joint election on Saturday May 6, 2023. The agreement is attached hereto as Exhibit A.

Section 3. That this Resolution shall take effect immediately upon its passage, and it is so resolved.

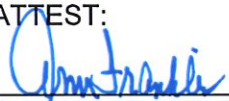
DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 7th day of March, 2023.

APPROVED:



Connie B. Schroeder, Mayor

ATTEST:




Ann Franklin, City Secretary

APPROVED AS TO FORM:



Alan Bojorquez, City Attorney


Rezzon E. Pullum, Assistant 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, LEXINGTON
INDEPENDENT SCHOOL DISTRICT, MCDADE INDEPENDENT SCHOOL
DISTRICT AND WILDWOOD MUNICIPAL UTILITY DISTRICT
FOR THE MAY 6, 2023 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**”), Lexington Independent School District, a political subdivision of the State of Texas, (“**LISD**”), McDade Independent School District, a political subdivision of the State of Texas, (“**MISD**”), and Wildwood Municipal Utility District, a political subdivision of the State of Texas, (“**WMUD**”), 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, LISD, MISD and WMUD each expect to call an election to be held on May 6, 2023; and

WHEREAS, the COB, BISD, COS, COE, EISD, LISD, MISD and WMUD desire to conduct such elections jointly pursuant to Chapter 271 of the Texas Election Code, and

WHEREAS, the COB, BISD, COS, COE, EISD, LISD, MISD and WMUD 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 6, 2023. 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 6, 2023 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:

Agreement to Conduct Joint Election

May 6, 2023

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CITY OF BASTROP:

Ann Franklin
City Secretary
City of Bastrop
PO Box 427
Bastrop, TX 78602

BASTROP ISD:

Kristi Lee
Executive Director of
Communications & Community Services
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:

Jennifer Stubbs
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

LEXINGTON ISD:

Rene Dodd
Superintendent's Administrative Assistant
Lexington Independent School District
8403 N. Hwy 77
Lexington, TX 78947

MCDADE ISD:

Heather Stidham, M.Ed.
Superintendent of Schools
McDade Independent School District
156 Marlin St./PO Box 400
McDade, TX 78650


WILDWOOD MUD:

Kimberly Studdard
Paralegal
Winstead PC
401 Congress Ave., Ste. 2100
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 8th day of March, 2023.

CITY OF BASTROP:

BY: 
Sylvia Carrillo (Mar 8, 2023 15:54 CST)
Sylvia Carrillo, City Manager
City of Bastrop