

Bastrop County

WCID #2

Board Packet

for

January 23, 2026

**BASTROP COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 2
MEETING AGENDA**

TO: THE BOARD OF DIRECTORS OF BASTROP COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 2, BASTROP COUNTY, TEXAS AND TO ALL INTERESTED PARTIES:

NOTICE IS HEREBY GIVEN THAT A MEETING OF THE GOVERNING BODY OF THE ABOVE-NAMED POLITICAL SUBDIVISION WILL BE HELD ON FRIDAY JANUARY 23, 2026 AT 3:30 P.M IN THE BOARD ROOM LOCATED AT 112 CORPORATE DRIVE, BASTROP, TX 78602.

MEETING DISCUSSION TOPICS

- 1.) Call to Order and Establish a Quorum – O’Hanlon
- 2.) Salute to Flags – O’Hanlon
- 3.) Public Comments/Announcements (The Board respectfully requests that persons limit comments to three (3) minutes. Under the Open Meeting Act, the Board may not deliberate or take action in response to any matter raised during public comment that is not a separate agenda item.)
- 4.) Election Matters-
 - a. Consider and take action regarding Adoption of Order Calling Director Election for May 2, 2026;
Considerar la adopción de una Orden de Elección de Directores a celebrarse el 2 de mayo de 2026 y actuar al respecto;
 - b. Approve Appointment of Election Agent;
Aprobar la designación del Agente Electoral;
 - c. Consider and take action regarding Approval of Election Services Contract and Joint Election Agreement with Bastrop County; and
Considerar la aprobación del Contrato de Servicios Electorales y del Convenio de Elecciones Conjuntas con el Condado de Bastrop y actuar al respecto; y
 - d. Authorize such other action as may be necessary or convenient to proceed with Director Election.
Autorizar toda otra medida que sea necesaria o conveniente para proceder con la Elección de Directores.
- 5.) Board suggestions on future agenda items
- 6.) Adjourn



Paul Hightower Digitally Signed & Certified
January 19, 2026 @ 1942 hours
Kofax Power PDF Solutions

Authorized Signature

The Board of Directors may go into Executive Session at any time during the meeting pursuant to the applicable section of Subchapter D, Chapter 551, Texas Government Code, of the Texas Open Meetings Act, on any of the matters set forth on this agenda regardless of whether Executive Session is specifically referenced. No final action, decision or vote will be taken on any subject or matter in Executive Session. The District is committed to compliance with the Americans with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request. Please call 512-321-1688 for further information.

Agenda

Item #4

Election

Matters

4a.

**Adoption of Order for
Calling the Election**

**AN ORDER OF BASTROP COUNTY WATER CONTROL AND IMPROVEMENT
DISTRICT NO. 2 CALLING AN ELECTION FOR DIRECTORS**

WHEREAS, Bastrop County Water Control and Improvement District No. 2 (the “*District*”) is a conservation and reclamation district, a body corporate and politic and governmental agency of the State of Texas, created under Article XVI, Sec. 59 of the Texas Constitution by order of the Bastrop County Commissioners Court, and the District operates under Chapters 49 and 51 of the Texas Water Code, as amended;

WHEREAS, Section 49.103 of the Texas Water Code provides that an election for directors of a water district shall be held on the uniform election date established by the Election Code in May of each even-numbered year to elect the appropriate number of directors;

WHEREAS, Section 31.092(a) of the Election Code authorizes the governing body of a political subdivision to contract with the county election officer to perform election services in any election ordered by the political subdivision;

WHEREAS, Section 271.002 et seq. of the Election Code authorizes joint elections to be held by certain entities, including two or more political subdivisions in all or part of the same territory, provided the governing bodies enter into an agreement to hold the election jointly;

WHEREAS, pursuant to Section 271.003 of the Election Code, a regular county polling place may be used for a common polling place in a joint election, and the voters of a political subdivision may be served in a joint election by a common polling place outside the boundary of the political subdivision if the location can adequately and conveniently serve the affected voters and will facilitate the orderly conduct of the election; and

WHEREAS, the Board of Directors of the District, in an open, public meeting, proper notice of which has been given as required by law, has given consideration to calling a directors election for May 2, 2026.

NOW, THEREFORE, BE IT ORDERED BY THE BOARD OF DIRECTORS OF BASTROP COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 2 THAT:

Section 1: The matters and facts set out in the preamble of this Order are hereby found and declared to be true and correct.

Section 2: An election shall be held between the hours of 7:00 a.m. and 7:00 p.m., on the 2nd day of May 2026 in the event the election is not cancelled as provided by law. At said election, there shall be submitted to the duly qualified resident electors of the District the matter of electing three (3) directors.

Section 3: The polling places for holding the election are those polling places designated by Bastrop County to serve the County’s regular election precincts within the District, and are more particularly identified on **Exhibit “A”** attached hereto, which exhibit is incorporated herein

by reference for all purposes. The polling locations set forth on the exhibit may be changed from time to time to reflect any changes to the polling locations established by Bastrop County. The Board specifically finds that such locations can adequately and conveniently serve the affected voters of the District and will facilitate the orderly conduct of the election. After duly considering the requirements of the Election Code, the Board hereby finds that said polling places to be proper places for conducting the election.

Section 4: The boundaries of the District are established as and shall constitute one election precinct for the election, and the Board of Directors of the District hereby appoints the Bastrop County election officials as officers of the election in the event the election is not cancelled as permitted by law.

Section 5: The Bastrop County Administrator is conducting the election pursuant to an election agreement (the "Election Agreement") between the District and Bastrop County as authorized under Section 31.092 of the Texas Election Code. The election shall be held as a joint election pursuant to Chapter 271 of the Texas Election Code and a joint election agreement to be entered into between the District and the other participating entities located in Bastrop County that are holding an election on May 2, 2026. Bastrop County's election equipment shall be used in the election. The election judges and clerks shall be appointed in accordance with the Election Agreement and the Texas Election Code, as amended. The President of the Board of Directors, the General Manager of the District (the "General Manager"), and their respective designees, are authorized to enter into, execute and deliver one or more Election Agreements and joint election agreements, in accordance with applicable provisions of the Election Code. The terms and provisions of each Election Agreement and joint election agreement are hereby incorporated into this Order. To the extent of any conflict between this Order and such agreements, the terms and provisions of the agreements shall prevail, and the President of the Board of Directors, the General Manager, and their respective designees, are authorized to make such corrections, changes, revisions and modifications to this Order, including the exhibits hereto, as are deemed necessary or appropriate to conform to the Election Agreement and joint election agreement, to comply with applicable state and federal law and to carry out the intent of the Board, as evidenced by this Order.

Section 6: Early voting in the election by personal appearance shall occur on each day from April 20, 2026, through April 28, 2026, at the times and places listed on **Exhibit "B"**. The early voting clerk shall keep the early voting place open between the hours shown on said exhibit and at the places shown on said exhibit. The Early Voting Clerk in Bastrop County shall be the Bastrop County Election Administrator. The polling locations and times set forth on the exhibit may be changed from time to time to reflect any changes to the polling locations established by Bastrop County. The Early Voting Clerk's mailing addresses to which ballot applications and ballots to be voted by mail may be sent are as follows: Bastrop County Early Voting Clerk, Elections Division, 804 Pecan Street, Bastrop, Texas 78602, elections@co.bastrop.tx.us.

Section 7: Written application to have a person's name printed on the ballot as a candidate for the office of director of the District, signed by the candidate must be received by the Secretary of the Board of Directors of the District not later than 5:00 p.m. on February 13, 2026. No person's name shall be placed on the ballot unless he or she is at least eighteen (18) years of age, a citizen of the United States, a resident of the State of Texas, either owns land subject to taxation in the

District or is a qualified voter within the District, and otherwise satisfies the qualifications for holding a public office contained in the Texas Election Code. The Secretary is authorized to determine the qualifications of candidates for office.

Declarations of write-in candidacy must be received by 5:00 p.m. on February 17, 2026.

Section 8: Paul Hightower is hereby appointed as the District's agent to perform various election duties for the election, including maintaining in such agent's office at 106 Conference Drive, Bastrop, Texas 78602, the documents, records, and other papers relating to the election that by law are placed in the custody of the Board of Directors and that are public information. The agent shall receive any personally delivered document relating to the election that the Board of Directors is authorized or required to receive and shall make available for inspection and copying, in accordance with the applicable statutes and regulations, the documents, records, and other papers that are required to be maintained in the agent's office and may perform any other ministerial duties in connection with the election that may lawfully be performed by an employee of the District.

Section 9: Voting shall be by the use of direct recording electronic system. The Bastrop County Elections Administrator may utilize a central counting station as provided by Section 127.001 *et seq.* of the Texas Election Code. Oral assistance in Spanish shall be made available to all persons requiring such assistance. Any person requiring oral assistance in Spanish should contact the presiding judge or early voting clerk.

Section 10: When the number of candidates to appear on the ballot exceeds the number of offices to be filled, the order in which the names of the candidates are to be printed on the ballot shall be determined by a drawing to be conducted by the Secretary. The Secretary shall post notice within the District, at least seventy-two (72) hours prior to the time at which the drawing is to be held, of the time and place of the drawing, and shall also mail notice of the date, hour, and place of the drawing to each candidate, at the address stated on the candidate's application for a place on the ballot, not later than the fourth day before the day of the drawing. Each candidate involved in the drawing or a representative designated by the candidate shall have a right to be present and observe the drawing.

Section 11: All resident, qualified electors of the District shall be entitled to vote at the election.

Section 12: The election shall be held and conducted and returns made to this Board of Directors in accordance with the Texas Election Code, as modified by Chapters 49 and 51, Texas Water Code.

Section 13: Immediately after the election, the officers holding same shall make and deliver the returns of the results thereof to the Secretary to the Board of Directors, who shall safely keep them and deliver same to the Board of Directors at its next meeting, at which time the Board shall canvass said returns and declare the results of said election.

Section 14: In accordance with Section 4.003(a) of the Texas Election Code, notice of the election shall be given by any one or more of the following methods: (i) by publication one time,

not earlier than the 30th day or later than the 10th day prior to the date set for the election, in a newspaper published in the District or, if none is published in the District, in a newspaper of general circulation in the District; (ii) by posting in accordance with the Texas Election Code not later than the 21st day before the election in each election precinct that is in the jurisdiction of the District; or (iii) by mailing, not later than the 10th day before election day, a copy of the notice to each registered voter of the territory that is covered by the election and is in the jurisdiction of the District.

In accordance with Section 4.003(b) of the Election Code, not later than the 21st day before the election, notice of the election shall be posted on the bulletin board used for posting notices of the meetings of the Board of Directors of the District.

In accordance with Section 4.008(a) of the Election Code, notice of the election shall be given to Bastrop County prior to the 60th day before Election Day.

Notice of the election shall also be furnished by any other manner of notice required by law.

Section 15: Pursuant to Section 49.103(h), Texas Water Code, the Secretary, upon receipt of certification that each candidate whose name is to appear on the ballot is unopposed, is authorized to post notice that the election is not to be held at the polling place that would have been used at the election. The notice of cancellation shall be posted on or before the commencement of early voting.

Section 16. The rate of pay for judges and clerks of the election shall be determined according to the election services agreement to be entered into by the District and Bastrop County.

Section 17: The President, Secretary and General Manager are authorized and directed to take any action necessary to carry out the provisions of this Order.

[The remainder of this page intentionally left blank.]

PASSED AND APPROVED the 23rd day of January, 2026.

President, Board of Directors

ATTEST:

Secretary, Board of Directors

(SEAL)

EXHIBIT “A”

**ELECTION DAY POLLING PLACES
May 4, 2024**

SEE ATTACHED SCHEDULE PROVIDED BY BASTROP COUNTY*

SUBJECT TO CHANGE

ELECTION DAY POLLING LOCATIONS ELECTION

Aqua Water Supply, 415 Old Austin Hwy., Bastrop
River Valley Christian Fellowship, 1224 W. Hwy 71, Bastrop
Bastrop County Courthouse Annex, Lower Level Conference Room, 804 Pecan St., Bastrop
Bastrop County Community Center, 15 American Legion Dr., Bastrop
Smithville Rec Center, 106 Royston St., Smithville
Rosanky Community Center, 135 Main St., Rosanky
Bastrop County Cedar Creek Annex, 5785 FM 535, Cedar Creek
Red Rock Community Center, 114 Red Rock Rd., Red Rock
North Bastrop County Community Annex, 702 Bull Run, Elgin
Faith Lutheran Church, 230 Waco St., McDade
Family Worship Center, 2425 FM 1704, Elgin
Bastrop County ESD#2 Station 4, 1432 N. Hwy 95, Bastrop

*****Locations Subject to Change Depending on Entities Participating in the Joint Election*****

EXHIBIT “B”

EARLY VOTING SCHEDULE

SEE ATTACHED SCHEDULE PROVIDED BY BASTROP COUNTY*

SUBJECT TO CHANGE

EARLY VOTING DATES, TIMES, AND LOCATIONS

Time Period:

Monday, April 20, 2026 through Tuesday, April 28, 2026.

Main Location:

Bastrop County Courthouse Annex, Lower Level Conference Room, 804 Pecan St., Bastrop, Texas 78602.

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
20 8:00 am – 5:00 pm	21 NO VOTING STATE HOLIDAY	22 8:00 am – 5:00 pm	23 8:00 am – 5:00 pm	24 8:00 am – 5:00 pm
27 7:00 am – 7:00 pm	28 7:00 am – 7:00 pm			

Branch Locations:

Smithville Rec Center, 106 Royston St., Smithville
Cedar Creek Tax Office Annex, 5785 FM 535, Cedar Creek
North Bastrop County Community Annex, 702 Bull Run, Elgin

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
20 8:00 am – 5:00 pm	21 NO VOTING STATE HOLIDAY	22 8:00 am – 5:00 pm	23 8:00 am – 5:00 pm	24 8:00 am – 5:00 pm
27 7:00 am – 7:00 pm	28 7:00 am – 7:00 pm			

Voting by Mail:

Kristin Miles, Bastrop County Elections Administrator, 804 Pecan Street, Bastrop, TX 78602

4c.

**Approval of Election
Services Contract with
Bastrop County**

CONTRACT FOR ELECTION SERVICES
BETWEEN
THE ELECTIONS ADMINISTRATOR OF BASTROP COUNTY
AND
BASTROP COUNTY WCID#2
FOR THE MAY 2, 2026 ELECTION

THIS CONTRACT is made and entered into by and between Kristin Miles, the Elections Administrator of Bastrop County, Texas, hereinafter referred to as “Contracting Officer,” and Bastrop County WCID#2, hereinafter referred to as the “DISTRICT,” pursuant to the authority under Section 31.092(a) of the Texas Election Code and Chapter 791 of the Texas Government Code. In consideration of the mutual covenants and promises hereinafter set forth, the parties agree to this interlocal agreement with regard to the coordination, supervision, and running of the DISTRICT’s May 2, 2026 Election, hereinafter referred to as “the election”. The purpose of this agreement is to maintain consistency and accessibility in voting practices, polling places and election procedures to assist the voters of the DISTRICT.

I. RESPONSIBILITIES OF CONTRACTING OFFICER. The Contracting Officer shall be responsible for performing the following services and furnishing the following materials and equipment in connection with the election:

A. *Notification to Presiding and Alternate Judges; Appointment of Clerks.*

1. The Contracting Officer shall notify each presiding judge and alternate judge of his or her appointment. The notification will also include the assigned polling location, the date of the election school(s), the eligibility requirements that pertain to them and to the selection of election day clerks, the date and time of the election, the rate of compensation, the number of election clerks the presiding judge may appoint, and the name of the presiding or alternate judge, as appropriate.

2. The Contracting Officer shall ensure that the presiding judges make the appropriate election clerk appointments and notify the clerks of their appointments. The recommendations of the DISTRICT will be the accepted guidelines for the number of clerks secured to work in each polling place. The presiding election judge of each polling place, however, will use his/her discretion to determine when additional manpower is needed during peak voting hours. Election judges shall be secured by the Contracting Officer with the approval of the DISTRICT.

3. The Contracting Officer shall notify the DISTRICT of the list of election judges and alternate judges for election day, so that the DISTRICT may approve by written order.

4. Notification to the election judges and alternates shall be made no later than April 20, 2026.

B. Contracting with Third Parties. In accordance with Section 31.098 of the Texas Election Code, the Contracting Officer is authorized to contract with third persons for election services and supplies. The cost of such third-person services and supplies will be paid by the Contracting Officer and reimbursed by the DISTRICT as agreed upon on Exhibit “C” or Exhibit “C-1”, whichever is applicable.

C. Election School(s). The Contracting Officer shall be responsible for conducting one or more, at her discretion, election schools to train the presiding judges, alternate judges, election clerks, and early voting clerks, and Early Voting Ballot Board members in the conduct of elections, including qualifying voters, provisional voting, and the counting of ballots. The Contracting Officer shall determine the date, time, and place for such school(s) and notify the presiding judges, alternate judges, and election clerks of such. The Contracting Officer may hold the election school(s) on a Saturday in order to increase its availability to election workers who are employed during the regular work week. If at all possible, such election schools shall be conducted within the DISTRICT territory.

D. Election Supplies. The Contracting Officer shall procure, prepare, and distribute to the presiding judges for use at the polling locations on Election Day and the Early Voting Ballot Board (and to the Deputy Early Voting Clerks during Early Voting) the following election supplies: election kits from third-party vendors (including the appropriate envelopes, sample ballots, 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); pens; pencils; tape; markers; paper clips; ballot box seals; sample ballots; tacks, and all consumable-type office supplies necessary to hold an election.

E. Registered Voter List. The Contracting Officer shall provide all lists of registered voters required for use on Election Day and for the early voting period required by law. The Election Day list of registered voters shall be arranged in alphabetical order by each precinct.

F. Ballots. The Contracting Officer shall be responsible for the programming of the direct recording electronic voting devices (referred to as DRE’s) and the printing of ballots requested by mail or used for early voting or election day. The Contracting Officer shall be responsible for distributing the DRE’s along with the election supplies.

G. Early Voting. In accordance with Section 31.094, of the Texas Election Code, the Contracting Officer will serve as Early Voting Clerk for the election, subject to Sections 31.096 and 31.097(b).

1. As Early Voting clerk, the Contracting Officer shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. The Contracting Officer shall work with the DISTRICT in securing personnel to serve as Early Voting Deputies.

The Contracting Officer shall, upon request, provide the DISTRICT a copy of the early voting report on a daily basis and a cumulative final early voting report following the election.

2. Early Voting by personal appearance for the election shall be conducted during the hours and time period and at the locations listed in Exhibit “A,” attached hereto and made a part of this contract.

3. The Contracting Officer shall receive mail ballot applications on behalf of the DISTRICT. All applications for mail ballots shall be processed in accordance with Title 7 of the Texas

Election Code by the Contracting Officer or her deputies at 804 Pecan Street, Bastrop, Texas 78602. Any requests for early voting ballots to be voted by mail received by the DISTRICT shall be forwarded immediately to the Contracting Officer for processing.

4. All Early Voting ballots (those cast by mail and those cast by personal appearance) shall be secured and maintained by the Contracting Officer and delivered by her or her deputy for counting in accordance with Chapter 87 of the Texas Election Code to the Early Voting Ballot Board at the Bastrop County Courthouse on Election Day, May 2, 2026.

H. Election Day Polling Locations. The Election Day polling locations are those listed in Exhibit “B,” attached hereto and made a part of this contract. The Contracting Officer shall arrange for the use of all Election Day polling places and shall arrange for the setting up of all polling locations for Election Day, including ensuring that each polling location has the necessary tables, chairs, and voting booths.

I. Central Counting Station. The Contracting Officer shall be responsible for establishing and operating the Central Counting Station to receive and tally the voted ballots in accordance with Section 127.001 of the Election Code and of this agreement. Counting Station Manager and Central Count Judge shall be Kristin Miles. The Tabulation Supervisor shall be Kristin Miles. The tabulation supervisor shall handle ballot tabulation in accordance with statutory requirements and county policies, under the auspices of the Contracting Officer.

Election night reports will be available to the DISTRICT at the Central Counting Station on election night and will provide individual polling location totals.

J. Manual Counting. The Contracting Officer shall conduct a manual count as prescribed by Section 127.201 of the Texas Election Code and submit a written report to the DISTRICT in a timely manner. The Secretary of State may waive this requirement. If applicable, a written report shall be submitted to the Secretary of State as required by Section 127.201(E) of the aforementioned code.

K. Election Reports. The Contracting Officer shall prepare the unofficial tabulation of precinct results under Section 66.056(a) of the Texas Election Code and shall provide a copy of the tabulation to the DISTRICT as soon as possible after the Contracting Officer has received the precinct returns on Election Day night. Provisional ballots will be tabulated after election night in accordance with state laws.

L. Custodian of Voted Ballots. The Contracting Officer is hereby appointed the custodian of voted ballots and shall preserve them in accordance with Chapter 66 of the Texas Election Code and other applicable law.

II. RESPONSIBILITIES OF THE DISTRICT. The DISTRICT shall assume the following responsibilities:

A. Election School(s). At the request of the Contracting Officer, and at no cost to the Contracting Officer, the DISTRICT will make available space in an DISTRICT building to hold the election school(s), if applicable.

B. *Polling Locations.* The DISTRICT shall pay the respective cost of all employee services required to provide access, security, or custodial services for the polling locations.

C. *Applications for Mail Ballots.* The DISTRICT shall date stamp and then immediately hand deliver to the Contracting Officer all original mail ballot applications for mail ballots that it receives.

D. *Election Orders, Election Notices, Canvass.* The DISTRICT shall prepare the election order, resolutions, notices, official canvass, and other pertinent documents for adoption by the DISTRICT's governing body. The DISTRICT shall be responsible for having the required election notice under Section 4.003(a)(1) of the Texas Election Code published in the newspaper as required by State law. The DISTRICT shall also be responsible for posting the notice required under Section 4.003(b) of the Texas Election Code as required by law. Promptly after approval of election order, resolutions, notices, official canvass, and other pertinent documents by the DISTRICT's governing body and within such time so as not to impede the orderly conduct of the election, the DISTRICT shall return said documents to the Contracting Officer for proper recordkeeping. The DISTRICT assumes the responsibility of promoting the schedules for Early Voting and Election Day.

The DISTRICT will provide for the appointment of the Contracting Officer as the early voting clerk for the election in the orders calling the election. The orders will also include approval of election day polling places; times, dates and places for early voting; and appointment of precinct judges.

E. *Paper Ballots.* In advance of the March 18, 2026 date on which the Texas Secretary of State's Office encourages the mailing out of ballots for early voting by mail, the Contracting Officer shall arrange with a third party to prepare the necessary optical paper ballots for the election. The ballots shall be in English with the Spanish translation included.

The DISTRICT shall furnish the Contracting Officer a list of candidates and/or propositions showing the order and the exact manner in which their names or proposition(s) are to appear on the official ballot (including bilingual titles and text). This list shall be delivered to the Contracting Officer as soon as possible after ballot positions have been determined. The DISTRICT shall perform the duties required for drawing for place on the ballot by candidates. The DISTRICT shall be responsible for proofreading and approving the ballot insofar as it pertains to the authority's candidates and/or propositions.

F. *Jurisdictional Boundaries.* The DISTRICT is solely responsible for the integrity and correctness of its boundary utilized by the Contracting Officer with respect to the May 2, 2026 election. The DISTRICT shall ensure the Contracting Officer possesses an accurate boundary of its territory within Bastrop County, Texas. Before the coding and programming of the ballot begins, the DISTRICT shall review and confirm, in a method provided by the Contracting Officer, its jurisdictional area as spatially accurate or submit its correct boundary information. If changes are necessary after programming has begun, the Political Subdivision responsible will incur the cost of re-programming for all entities involved. Note: Pursuant to Texas Election Code Section 276.006, a change in a boundary of a territorial unit of a political subdivision other than a county from which an office of the political subdivision is elected is not effective for an election unless the date of the order or other action adopting the boundary change is more than three months before election day, that deadline being February 2, 2026 for the May 2, 2026 election.

III. SPECIAL PROVISIONS RELATING TO ELECTION WORKERS

A. Compensation. The parties agree that presiding judges and alternate judges will be compensated at a rate of \$14.00/hr., and election clerks will be compensated at a rate of \$12.00/hr. They will be compensated for all hours actually worked, including the time to set up the polling location and the time to complete the counting and to wrap up the paper work, but not to exceed two hours before and two hours after the polling location is open for voting. The presiding judge, or the election worker at the polling location that he or she designates, who picks up the election supplies on May 2, 2026 from the Contracting Officer and who returns the remaining supplies, ballot boxes, and all other election records from the polling location to the Contracting Officer will be compensated with a delivery fee of \$25 at the same time that payment is made for the hours worked. The Contracting Officer will pay the election workers directly and be reimbursed for such by the DISTRICT.

B. Number of Election Workers. The parties agree that at all polling locations there will be a minimum of three election workers, consisting of the presiding judge, alternate judge, and one clerk.

IV. JOINT EXPENSES AND PAYMENT

A. Expenses Incurred and Billing. The participating authorities agree to share actual costs incurred to the extent that the costs and expenses are incurred in connection with a polling location used by more than one local political subdivision, such as (without limitation) the cost of renting polling locations and voting equipment, programming the voting equipment, supplies needed for the polling place, wages and salaries of election workers. Election expenses shall be pro-rated equally among the participants.

The parties agree, for those polling locations used solely by the DISTRICT and not shared by any other participating authority, that the DISTRICT will pay the wages, salaries, and other applicable election costs and expenses directly related to such polling location.

It is understood that to the extent space is available, other districts and political subdivisions may wish to participate in the use of Bastrop County's election equipment and voting places, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to Bastrop County by the participating authorities.

B. Billing. As soon as reasonably possible after Election Day, the Contracting Officer will submit an itemized invoice to the DISTRICT for (1) actual expenses directly attributable to the coordination, supervision, and running of the election and incurred on behalf of the DISTRICT by the Contracting Officer, including expenses for supplies in connection with the election school(s), publication and printing of election notices, election supplies, wages paid to the Contracting Officer's employees for services under this contract performed outside of normal business hours, election workers, and any other expenses reasonably and directly related to the election, including, without limitation, rental and programming of DREs and audio ballots, and (2) the Contracting Officer's fee under Section 31.100(d) of the Texas Election Code and as provided in Section IV.E below. Expenses related to wages shall be supported by compensation sheets. Other expenses shall be supported by invoices or receipts, except that the price of items coming out of the Contracting Officer's stock of election supplies shall be

supported by the Contracting Officer's certificate about the number of items used and the unit cost therefore according to the vendor's standard price list.

C. Payment. The DISTRICT shall pay the Contracting Officer's invoice within 30 days from the date of receipt to: **Bastrop County, Attn: Kristin Miles, Elections Administrator, 804 Pecan Street, Bastrop, TX 78602.** If the DISTRICT disputes any portion of the invoice, the DISTRICT shall pay the undisputed portion of the invoice, and the parties will discuss in good faith a resolution of the disputed portion. All payments shall be made from current revenues available to the DISTRICT.

D. Expense Item Larger than \$500. If a single election expense exceeds \$500, the Contracting Officer reserves the right to invoice the DISTRICT for such expense at the time it is incurred, supported by an invoice or receipt, rather than waiting until after Election Day. The DISTRICT shall pay such invoice within 30 days from the date of receipt.

E. Estimated Cost of Services. A cost estimate for election expenses is attached hereto and made a part of this contract as Exhibit "C" or Exhibit "C-1", whichever is applicable. The parties agree that these are an estimate only and that the DISTRICT is obligated to pay their respective portion of the actual expenses of the election as set forth herein. The Contracting Officer agrees to advise the DISTRICT if it appears that the actual expenses incurred by the Contracting Officer will exceed by 20% or more the estimated expenses to be paid initially by the Contracting Officer and reimbursed jointly by the DISTRICT.

F. Administrative Fee. The DISTRICT shall pay the Contracting Officer a 10 % administrative fee, pursuant to the Texas Election Code, Section 31.100.

V. GENERAL PROVISIONS

A. Nontransferable Functions. In accordance with Section 31.096 of the Texas Election Code, nothing in this contract shall be construed as changing

1. the authority with whom applications of candidates for a place on the ballot are filed;
2. the authority with whom documents relating to political funds and campaigns under Title 15 of the Texas Election Code are filed; or

B. Joint Election. The parties acknowledge that the Contracting Officer may contract with other entities holding elections at the same time as the DISTRICT on May 2, 2026. If another election occurs in territory of the DISTRICT, Bastrop County will notify the DISTRICT of the existence of the situation and provide a joint election agreement.

C. Cancellation of Election. If the DISTRICT cancels its election pursuant to Section 2.053 of the Texas Election Code, the Contracting Officer shall only be entitled to receive the actual expenses incurred before the date of cancellation in connection with the election and an administrative fee of \$75. The Contracting Officer shall submit an invoice for such expenses (properly supported as described in **IV. PAYMENT** above) as soon as reasonably possible after the cancellation and the DISTRICT shall make payment therefore in a manner similar to that set forth in **IV. PAYMENT** above. The Contracting Officer agrees to use reasonable diligence not to incur major costs in connection with election preparations until it is known that the election will be held, unless the DISTRICT authorizes such major

costs in writing. An entity canceling an election will not be liable for any further costs incurred by the Contracting Officer in conducting the May 2, 2026 Joint Election.

D. *Contract Copies to Treasurer and Auditor.* In accordance with Section 31.099 of the Texas Election Code, the Contracting Officer agrees to file copies of this contract with the County Treasurer of Bastrop County, Texas and the County Auditor of Bastrop County, Texas.

E. *Representatives.* For purposes of implementing this contract and coordinating activities hereunder, the DISTRICT and the Contracting Officer designate the following individuals, and whenever the contract requires submission of information or documents or notice to the DISTRICT or the Contracting Officer, respectively, submission or notice shall be to these individuals:

For the DISTRICT:

Paul Hightower
General Manager
Bastrop County WCID #2
112 Corporate Dr
Bastrop, TX 78602
Tel: (512) 321-1688

Email: Paul@bcwcid2.org

For the Contracting Officer:

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

F. *Recount.* A recount may be obtained as provided by Title 13 of the Texas Election Code. By signing this contract, DISTRICT agrees that any recount shall take place at the offices of the Contracting Officer, and that the DISTRICT shall serve as the Recount Supervisor, and the DISTRICT official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator. The Contracting Officer agrees to provide advisory services to the DISTRICT as necessary to conduct a proper recount.

G. *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, duly executed by the parties hereto. No official, representative, agent, or employee of Bastrop County has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the Commissioners Court of Bastrop County, Texas. No official, representative, agent, or employee of the DISTRICT has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the governing body of the DISTRICT. Both the Contracting Officer and the DISTRICT may propose necessary amendments or modifications to this Agreement in writing in order to conduct the Election smoothly and efficiently.

H. *Entire Agreement.* This Agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed and 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 and 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.

I. 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; and, 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.

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. Mediation. Any controversy, claim or dispute arising out of or relating to this contract, shall be settled through mediation by the parties. 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 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 154.023 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.

WITNESS BY MY HAND THIS THE 23rd DAY OF January, 2026.

WCID#2

Board President

WITNESS BY MY HAND THIS THE _____ DAY OF _____, _____ .

Gregory Klaus
County Judge
Bastrop County, Texas

WITNESS BY MY HAND THIS THE _____ DAY OF _____, _____ .

Kristin Miles
Elections Administrator
Bastrop County, Texas

EXHIBIT "A"

EARLY VOTING DATES, TIMES, AND LOCATIONS

Time Period:

Monday, April 20, 2026 through Tuesday, April 28, 2026.

Main Location:

Bastrop County Courthouse Annex, Lower Level Conference Room, 804 Pecan St., Bastrop, Texas 78602.

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
20 8:00 am – 5:00 pm	21 NO VOTING STATE HOLIDAY	22 8:00 am – 5:00 pm	23 8:00 am – 5:00 pm	24 8:00 am – 5:00 pm
27 7:00 am – 7:00 pm	28 7:00 am – 7:00 pm			

Branch Locations:

Smithville Rec Center, 106 Royston St., Smithville
Cedar Creek Tax Office Annex, 5785 FM 535, Cedar Creek
North Bastrop County Community Annex, 702 Bull Run, Elgin

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
20 8:00 am – 5:00 pm	21 NO VOTING STATE HOLIDAY	22 8:00 am – 5:00 pm	23 8:00 am – 5:00 pm	24 8:00 am – 5:00 pm
27 7:00 am – 7:00 pm	28 7:00 am – 7:00 pm			

Voting by Mail:

Kristin Miles, Bastrop County Elections Administrator, 804 Pecan Street, Bastrop, TX 78602

EXHIBIT “B”

ELECTION DAY POLLING LOCATIONS ELECTION

Aqua Water Supply, 415 Old Austin Hwy., Bastrop

River Valley Christian Fellowship, 1224 W. Hwy 71, Bastrop

Bastrop County Courthouse Annex, Lower Level Conference Room, 804 Pecan St., Bastrop

Bastrop County Community Center, 15 American Legion Dr., Bastrop

Smithville Rec Center, 106 Royston St., Smithville

Rosanky Community Center, 135 Main St., Rosanky

Bastrop County Cedar Creek Annex, 5785 FM 535, Cedar Creek

Red Rock Community Center, 114 Red Rock Rd., Red Rock

North Bastrop County Community Annex, 702 Bull Run, Elgin

Faith Lutheran Church, 230 Waco St., McDade

Family Worship Center, 2425 FM 1704, Elgin

Bastrop County ESD#2 Station 4, 1432 N. Hwy 95, Bastrop

*****Locations Subject to Change Depending on Entities Participating in the Joint Election*****

EXHIBIT "C"
ESTIMATED COST OF ELECTION

WCID#2

Optical Ballots and Programming Expenses	\$ 7,334.38
Rental Fee for ExpressVote and Vote Tabulator (voting equipment) Staff Time and Mileage, Early Voting Clerks, Election Judges & Clerks, and Ballot Board	
Election Kits & other precinct supplies	\$ 200.00
SUBTOTAL	\$ 7,534.38
10% ADMINISTRATIVE FEE	<u>\$ 753.44</u>
TOTAL	<u>\$ 8,287.82</u>

End of Packet