

# BOARD OF TRUSTEES AGENDA

<input type="checkbox"/> Workshop	<input checked="" type="checkbox"/> Regular	<input type="checkbox"/> Special
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- (A) ☐ Report Only ☐ Recognition

Presenter(s):

Briefly describe the subject of the report or recognition presentation.

- (B) ☒ Action Item

Presenter(s): ISMAEL MIJARES, DEPUTY SUPERINTENDENT FOR BUSINESS & FINANCE

Briefly describe the action required.

CONSIDERATION AND APPROVAL OF AN ELECTION SERVICES AGREEMENT WITH THE MAVERICK COUNTY ELECTIONS ADMINISTRATOR TO PROVIDE ELECTION SERVICES TO THE DISTRICT FOR THE PLANNED SATURDAY, MAY 27, 2017 TAX RATIFICATION ELECTION.

- (C) Funding source: Identify the source of funds if any are required.

M&O FUND: \$70,000 (ESTIMATED)

- (D) Clarification: Explain any question or issues that might be raised regarding this item.

SEE ATTACHED MEMORANDUM.



# EAGLE PASS INDEPENDENT SCHOOL DISTRICT

**To:** Gilberto Gonzalez, Superintendent

**From:** Ismael Mijares, Deputy Superintendent for Business & Finance *SM*

**Date:** December 9, 2016

**SUBJECT:** **Election Agreement between Maverick County and the Eagle Pass Independent School District for the Saturday, May 27, 2017 Tax Ratification Election (TRE)**

Attached is the proposed Election Agreement between Maverick County and the Eagle Pass Independent School District for the Saturday, May 27, 2017 Tax Ratification Election (TRE). Mr. Roy Schmerber, Elections Administrator for Maverick County has indicated to be in agreement with holding the Tax Ratification Election (TRE) for the school district. The Elections Agreement will be presented to the Maverick County Commissioners Court for approval on Thursday, December 29, 2016. The following have been included in the Election Agreement:

- The Saturday, May 27, 2017 Tax Ratification Election (TRE) will also include a Saturday Early Voting (page 1).
  - 1) Early Voting: Wednesday, May 10, 2017 through Tuesday, May 23, 2017 (11 days)  
8:00 am to 5:00 pm.  
(the above dates include a Saturday, May 20, 2017 Early Voting)
  - 2) Election Day: Saturday, May 27, 2017 (1 Day)  
7:00 am to 7:00 pm  
(the above day is to avoid using the Tuesday Uniform Election Day)
- The cost estimate on Page 12, Exhibit B Includes:
  - 1) The cost of Kickapoo voter assistance during Early Voting and Election Day for all entities participating in the election will be provided by Maverick County (page 3).
  - 2) The cost to translate and advertise the School Board of Trustees Election in Kickapoo. Language in the local KEPS/KINL Radio Station daily for two weeks beginning Friday, April 21, 2017 through Friday May 5, 2017 will be provided by Maverick County.
  - 3) All other communication efforts to inform the Kickapoo community on the Tax Ratification Election (TRE) will be provided by the existing school district personnel without incurring additional cost.
- Maverick County will follow state law in regards to the printing of the ballot including font size (page 2).
- The presiding judge of the 293rd Judicial District Court of Maverick County, Texas, the Honorable Cynthia D. Muñiz, shall serve as the custodian of the keys to the ballot boxes for voted ballots in the Joint Election which will be stored at the IBC Bank (page 6). The Custodian of the Ballot Boxes is subject to change as determined by Election Code Section 273.001-003.
- Notice of Election be published in the local newspaper by Maverick County (Kickapoo notices will only be advertised in the local KEPS/KINL radio station daily as required by law) (page 6).

Attached is also a Timeline that Includes important dates regarding the Saturday, May 27, 2017 Tax Ratification Election (TRE) as reviewed by the School District Attorney for your reference. Should you have any questions regarding this matter, please contact me at your convenience.

## **MAVERICK COUNTY ELECTIONS ADMINISTRATOR**

### **Agreement to Provide Election Services to Eagle Pass Independent School District**

**This Contract** is entered into by and between the Maverick County Elections Administrator (“Administrator”) on behalf of Maverick County, Texas, and the Eagle Pass Independent School District (“District”) through its Board of Trustees (“Board”); subject, however, to the Board calling a tax ratification election to be held on May 27, 2017, in accordance with the requirements of Section 26.08 of the Texas Property Tax Code.

### **RECITALS**

**WHEREAS**, in the event that the Board adopts an early tax rate under Section 26.051(g) of the Texas Tax Code that exceeds the District’s rollback tax rate and, accordingly, calls for a Tax Ratification Election (“TRE”) to be conducted by the District on May 27, 2017, the Board desires that certain election services be provided by Administrator through his Elections Department;

**WHEREAS**, Election Code Section 31.093 requires the Administrator, when requested by the District to do so, to enter into a contract to furnish the election services requested, in accordance with a cost schedule agreed on by the contracting parties; and

**WHEREAS**, the Administrator has agreed to provide a cost estimate for election services to be rendered by his office pursuant to the terms of this Contract that, when approved by the Board, shall be attached hereto as Exhibit “B” and incorporated into this Contract;

**NOW, THEREFORE**, pursuant to Election Code Sections 31.093 and 31.094, and subject to the foregoing, the parties agree as follows, to wit:

### **ARTICLE I SCOPE OF AGREEMENT**

This agreement covers the conduct of the Districtwide TRE election to be held in the District on May 27, 2017, for voters in the District.

### **ARTICLE II ELECTION OFFICER**

The Board hereby appoint **Teodoro Roy Schmerber**, Maverick County Elections Administrator, as the Election Officer to perform or supervise the performance of the duties and responsibilities of the District involved in the conduct of the District’s TRE election.

### **ARTICLE III EARLY VOTING**

The Board agrees to appoint **Teodoro Roy Schmerber**, Maverick County Elections Administrator, as the Early Voting Clerk for the TRE Election. Early Voting for the District shall be conducted Monday through Friday, beginning Wednesday, May 10, 2017, through Tuesday, May 23, 2017, from 8:00 a.m. to 5:00 p.m., and on Saturday, May 20, 2017, from 8:00

a.m. to 5:00 p.m., at the Main Early Voting Polling Place, City of Eagle Pass Multipurpose Building, 480 S. Adams St., Eagle Pass, Texas 78852, and as otherwise authorized by the Board as set out in **Exhibit "A"** and incorporated by reference as if fully set out herein.

**A. Administrator's Responsibilities**

1. The Administrator shall provide a list for presentation to Board, containing a list of places, times and dates of Early Voting that shall be contained in **Exhibit "A"** that shall be approved by the Board in accordance with Texas Election Code Chapter 85.
2. The Early Voting Clerk will be responsible for the conduct of Early Voting by mail and by personal appearance for the District voters voting in the TRE Election. The Early Voting Clerk shall receive applications for Early Voting ballots to be voted by mail in accordance with Title 7 of the Texas Election Code. The Early Voting Clerk shall send Early Voting ballots by mail and receive Early Voting ballots for Early Voting by mail. The Early Voting Clerk shall have authority to appoint such deputy Early Voting clerks as may be necessary to assist the Early Voting Clerk with voting to take place at the Early Voting location.
3. The Administrator will determine the number of elections workers to hire to conduct Early Voting in the TRE Election. The Election Officer will arrange or contract for training for all elections workers and will assign all election workers employed for Early Voting in the TRE Election. The training of said election workers shall be mandatory; these individuals will be compensated for their time in training. The Administrator will provide a training facility where an election school will be conducted to train election workers employed in the conduct of Early Voting, Early Voting by personal appearance, Early Voting by mail, and other aspects of Early Voting for the TRE Election. The Administrator will name Early Voting deputies and clerks employed in conduct of Early Voting.
4. The Administrator will provide and deliver all supplies and equipment necessary to conduct Early Voting for the TRE Election, including but not limited to ballots, election forms, any necessary ramps, utility hook-ups, signs, registration lists and ballot boxes, to the Early Voting site(s) as required by law. The Administrator will designate and confirm all Early Voting polling sites.
5. The Administrator will be responsible for the preparation and transportation of the electronic voting equipment necessary to conduct Early Voting. The Administrator shall perform all tests of voting equipment as required by law, including but not limited to posting notice of equipment testing.
6. The Administrator will receive ballot language in both English and Spanish from the District and format the ballots as needed to include said language. The Administrator will provide the District with a final proof of ballot language for approval prior to printing ballots. Upon final proof approval, the ballot shall be programmed for the voting equipment in an expedited timeframe so as to allow ballot allocations for the Early Voting by Personal Appearance, and the printed ballot mail-outs for the Early Voting by mail. The Administrator shall ensure that the order of the ballot shall follow state law and not otherwise.
7. A single voter sign-in process consisting of a common list of registered voters, and common signature rosters shall be used for Early Voting. A single ballot and single ballot box

will be used. The Administrator shall use an electronic voting system, as defined and described in Title 8 of the Texas Election Code and approved by the Secretary of State and agrees to use ballots that are compatible with such equipment.

8. The Administrator will be responsible for the conduct of the Early Voting Ballot Board. The Administrator shall designate a person to serve in the capacity of the Presiding Judge for the Early Voting Ballot Board. The Presiding Judge for the Early Voting Ballot Board shall appoint two or more election clerks, and such Judge and clerks shall constitute the Early Voting ballot board and shall count and return Early Voting ballots, and perform other duties set for such board in accordance with the Election Code.

10. The Administrator will provide voter assistance in the Spanish and/or Kickapoo language, as may be necessary.

11. During Early Voting, the Administrator will field all questions from Election Judges.

## **ARTICLE IV ELECTION DAY**

### **A. Administrator Responsibilities**

1. The Administrator shall designate and confirm all Election Day polling place locations for the TRE Election, and shall forward such information to the Board in a timely fashion to allow the Board to enter its Election Order designating such polling. Exhibit "A" shall contain the list of expected Poll Locations for Election Day at the time of the presentment of this agreement to the Board for approval; but the parties understand and agree that changes may result in Poll Locations prior to the election due to unforeseen circumstances that may arise following approval of this agreement by any party. For good cause under such unforeseen circumstances requiring such change(s), the Administrator is authorized to make such changes.

2. The Administrator shall designate the Presiding Election Judge and the Alternate Presiding Judge to administer the election in the election precincts and shall forward such information to the Board to allow the Board to enter its Election Order designating such officials prior to the election. The Presiding Election Judge and Alternate Presiding Election Judge shall be duly qualified in accordance with Chapter 32 of the Election Code. The Presiding Election Judge for the election precinct will appoint election clerks as necessary to assist the judge in the conduct of the election at the precinct polling place. The Alternate Presiding Election Judge may be appointed as a clerk. The Alternate Presiding Election Judge may serve as the Presiding Election Judge of the precinct in the absence of the Presiding Election Judge. Election Judges and clerks shall be compensated at the rate established hereafter by the Administrator. Compensable hours shall be determined in accordance with provisions of the Texas Election Code and other applicable laws.

3. One set of election officials shall preside over the election in each precinct polling place. A single voter sign-in process consisting of a list of registered voters and signature rosters shall be used in the precinct in which a polling place is used. A single ballot and single ballot box will be used. The officer designated by law to be the custodian of the voted ballots for the District shall be custodian of all materials used in in the election precinct where a polling place is used. The Administrator shall use an electronic voting system, as defined and described in Title 8 of

the Texas Election Code and approved by the Secretary of State and agrees to use ballots that are compatible with such equipment and that are in compliance with state law.

4. The Administrator will arrange for training and will provide the instructors, manuals and other training materials deemed necessary for training all judges and clerks. Training for Election workers shall be mandatory, and these individuals will be compensated for their time in training.
5. The Administrator will arrange for Election Day voter registration precinct lists for the Election. The Administrator will determine and provide the quantities of election supplies needed for Election Day voting.
6. The Administrator will be responsible for the preparation and transportation of voting equipment and Election Day supplies for use on Election Day.
7. At the polling places, a single ballot box shall be used for the deposit of all paper ballots cast in the TRE Election. At said polling place, one voter registration list and one poll list/signature roster form will be kept for the TRE Election. The final returns for District shall be canvassed by the Board. The Administrator will provide unofficial election results to the qualified individual appointed by the District.
8. On Election Day, the Administrator's Office will field all questions from election judges.
9. The Administrator shall make available to the voters having the need of an individual capable of acting as a translator and speaking both English and Spanish languages who will assist Spanish speaking voters in understanding and participating in the election process. The County shall make available to the voters having the need of an individual capable of acting as a translator and speaking both English and Kickapoo languages who will assist Kickapoo speaking voters in understanding and participating in the election process.

**B. District Responsibilities**

1. Prior to Election Day and aside from Early Voting, the District will answer questions from the public with respect to the Election during regular office hours.
2. The Custodian of Records for the District or the Custodian's agent shall receive returns from the Administrator on Election Day.

**ARTICLE V  
ELECTION NIGHT**

**A. Administrator Responsibilities**

1. The Administrator holds responsibility for all activities on election night including, but not limited to, setting up a central counting station, coordinating and supervising the tabulation of results, coordination and supervision of the physical layout of the station for the TRE Election, and management of media coverage of the election.
2. The Administrator will arrange for the transportation of voted ballot boxes to the central counting station.

3. The Administrator will appoint the Presiding Judge and Alternate Presiding Judge of the Central Counting Station to perform such duties as required by the Texas Election Code, and shall forward such information to the District in a timely fashion in order for the Board to enter its Election Order designating such election officials prior to the election.

4. The Administrator shall provide the District with reasonable space in a public area adjacent to the Central Counting Station at which District may have representatives present during the counting process.

#### **B. District Responsibilities**

Other than receiving returns from the Election Officer, the District shall have no role or responsibility on the night of the election but may have representatives present during the counting process.

### **ARTICLE VI ADMINISTRATOR RESOURCES AND OTHER DUTIES**

1. The Administrator shall provide for the Elections Division permanent staff and offices to administer the TRE Election, under the Administrator's direction.

2. For Early Voting, the Administrator will provide a locked and secure area in which voted ballot boxes will be stored until the Early Voting Ballot Board convenes. The Administrator, by and through Administrative Operations, will provide transportation of such ballot boxes to the Central Counting Station for the Early Voting Ballot Board.

3. The Administrator will be responsible for providing and maintaining voting equipment and testing any voting equipment as required by the Texas Election Code.

4. The Administrator will process the payroll for all temporary staff hired to conduct the TRE Election. The payroll processing includes statutory reporting and providing W-2 forms where applicable.

5. The Administrator will conduct Early Voting and Election Day voting as indicated in this Agreement and shall provide such incidental, related services as may be necessary to properly effect the election.

6. Specific services to be provided related to general services identified in this agreement shall be performed in accordance with the time requirements set out in the Texas Election Code; and all appointments shall be to qualified individuals as required by the Texas Election Code.

7. The Administrator shall be responsible for paying all Early Voting and Election Day judges and clerks, which shall include statutory reporting and providing W-2 forms where applicable.

8. The Administrator shall prepare and issue the writ of election to election officers and the notice of appointment to Presiding and Alternate Judges as required by law.

9. The Administrator shall procure, prepare, distribute, and transport adequate election equipment, which shall include, but not limited to, providing necessary ramps, utility hookups, signs, electronic voting equipment and ballot boxes, and transporting the equipment to and from all polling locations.

10. The Administrator shall meet ADA requirements as the law relates to polling locations and voter assistance, etc.

## **ARTICLE VII ELECTION COSTS; PAYMENT**

1. The District shall pay the election costs for conducting the TRE Election. The District agrees to tender its check, payable to Maverick County, in the amount equal to 75% of the estimated amount identified in the Cost Estimate as shall be attached as Exhibit "B." In the event that the District's payment exceeds the cost of the election, the Administrator shall promptly reimburse the District for the difference. The Administrator or County shall submit an invoice to the District for the balance of the actual TRE election expenses upon completion of the election. Election expenses include, but are not limited to, expenses for facilities, personnel, supplies, and training actually incurred by the Administrator for establishing and operating all Early Voting and Election Day activities at the polling places in the TRE election, as well as activities related to the tabulation of votes, all as reflected on the Cost Estimate.

2. In the event of a recount, the expense of the recount shall be borne by the District.

## **ARTICLE VIII GENERAL PROVISIONS**

### **A. Legal Notices**

The District shall be individually responsible for the preparation of election orders, resolutions, published and posted notices, and other pertinent documents for adoption or execution by the Board and all expenses related thereto. The Administrator will provide the District with information on changes affecting the election, such as polling place changes and changes in voting equipment, when such changes are confirmed, verified, or otherwise become known to his office.

### **B. Communications**

Throughout the term of this Agreement, the District may engage in ongoing communications with the Administrator and his office concerning the conduct of the TRE Election and receive appropriate consideration; and, when necessary, the Administrator, elections division staff members, and other election workers shall meet with the designated representative of the District to discuss and resolve any problems that may arise regarding the TRE Election.

### **C. Custodian**

The presiding judge of the 293rd Judicial District Court of Maverick County, Texas, the **Honorable Cynthia D. Muñiz**, shall serve as the custodian of the keys to the ballot boxes for voted paper ballots in the TRE Election.



**D. Effective Date**

This Agreement takes effect between the Administrator and the District upon the complete execution of this Agreement by both parties. This Agreement shall continue in full force and effect until District pays the County the balance of the costs of the election. The obligation of the District to the County under this Agreement shall not end until such sum is paid.

**ARTICLE IX  
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, duly executed by the parties hereto. No official, representative, agent, or employee of the Administrator or Maverick County has any authority to modify this Agreement except pursuant to written authorization as may be granted by the Administrator and the District. The Administrator may propose necessary amendments or modifications to this Agreement in writing in order to conduct the election smoothly and efficiently, except that any such proposals must be approved by both the Administrator and the Board.

**B. Notice**

Any notice to be given hereunder by any party to the other shall be in writing and may be effected by personal delivery in writing or certified mail, return receipt requested, when mailed to the proper party, at the following addresses:

**MAVERICK COUNTY**

Teodoro Roy Schmerber  
County Elections Admin.  
370 N. Monroe St., Box 5  
Eagle Pass, TX 78852

**EAGLE PASS ISD**

Ismael Mijares  
Internal Elections Admin.  
1420 Eidson Road  
Eagle Pass, TX 78852

**C. Force Majeure**

In the event that the performance by the Administrator of any his 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 person(s) not a party or in privity thereof, the Administrator 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 Entities agree that venue for any dispute arising und this Agreement will lie in the appropriate courts of Maverick 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 supersedes all prior agreements, including prior election services contracts relating to the November 8, 2016 election. 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 the Agreement shall be of no force or effect, except subsequent modification in writing as provide herein.

**F. Severability**

If any provision of the 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, both 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 either party 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 District in meeting its obligations under this Agreement shall be made from current revenue funds available to the District.

**I. Other Instruments**

The Administrator and the Board 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. Mediation**

When mediation is acceptable to all 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 to the dispute 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 145.023 of the Texas Civil Practice and Remedies Code unless the disputing parties agree, in writing, to waive the confidentiality. Notwithstanding the foregoing, both 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 meanings as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act.

**M.     Counterparts**

This Agreement may be executed in multiple counterparts, all of which shall be deemed originals and with the same effect as if both parties hereto had signed the same document. All of such counterparts shall be construed together and shall constitute one and the same Agreement.

**IN TESTIMONY WHEREOFF**, the parties hereto have executed this Agreement in duplicate original documents, each of equal dignity, following the date of approval by each party, as shown below.

**MAVERICK COUNTY, by Commissioners Court**

BY: \_\_\_\_\_ By: \_\_\_\_\_  
*David Saucedo, County Judge* *Teodoro Roy Schmerber*  
*Maverick County Elections Administrator*

DATE of County Approval: \_\_\_\_\_

**EAGLE PASS ISD, by Board of Trustees**

BY: \_\_\_\_\_  
*Lupita Fuentes, President*

DATE of EPISD Approval: \_\_\_\_\_

## **Exhibit “A”**

**[Early Voting & Election Day Poll Locations]**  
*(Subject to change should unforeseen circumstances require)*

<b><u>School Election Precincts</u></b>	<b><u>County Election Precincts</u></b>	<b><u>Election Day Polling Places</u></b>
1	1A	Salon de Colores 2055 William Street Eagle Pass, TX 78852
2	1B	Fire Station #2 2420 Second Street Eagle Pass, TX 78852
3	1C	Memorial Jr. High 1800 Lewis Street Eagle Pass, TX 78852
4	2A	Benavides Elementary School 1750-A Mesa Drive Eagle Pass, TX 78852
5	2B	San Luis Elementary School 2090-A Williams Street Eagle Pass, TX 78852
6	2C	Rosita Valley Elementary Sch. 735 Rosita Valley Road Eagle Pass, TX 78852
7	2D	El Indio Community Center 115 West Texas Blvd. El Indio, TX 78860
8	3A	Glass Elementary School 1501 Boehmer Ave. Eagle Pass, TX 78852
9	3B	Seco Mines Elementary 2900 Diaz Street Eagle Pass, TX 78852

10	3C	Quemado Community Center 20160 N. US Hwy 277 Quemado, TX 78877
11	4A	Maverick County Courthouse 500 Quarry Street Eagle Pass, TX 78852
12	4B	Eagle Pass H.S. (Girls Gym) 2020 Second Street Eagle Pass, TX 78852
13	4C	Primera Iglesia Bautista Church 520 Colorado St. Eagle Pass, TX 78852
14	4D	Henry B. Gonzalez Elem. Sch. 400 Balcones Blvd. Eagle Pass, TX 78852

**Main Early Voting Location**

City of Eagle Pass Multipurpose Building  
480 S. Adams Street  
Eagle Pass, TX 78852

**Dates and Hours of Early Voting:**

Monday through Friday, beginning May 10, 2017, through May 23, 2017  
8:00 a.m. – 5:00 p.m.

Saturday, May 20, 2017  
8:00 a.m. – 5:00 p.m.

**[No voting on Sundays and legal holidays]**

Applications for ballot by mail shall be mailed to:

**Teodoro Roy Schmerber**  
Early Voting Clerk  
370 N. Monroe Street, Box 5  
Eagle Pass, TX 78852

Applications for ballots by mail must be received no later than the close of business on May 16, 2017.

## **Exhibit “B”**

Estimated Cost of Election. . . . . \$70,000.00

75% of Estimated Cost Due from District prior to Election Services . . . . . \$52,500.00

Balance of Estimated Cost from District . . . . . \$17,500.00

**Balances, if any, are due from District following the election.**

**The Administrator shall invoice District for the balance due following all election services. In the event that the District’s payment to County has exceeded the cost actually incurred, the Administrator shall reimburse the District with the difference attributed to it.**

**Itemized expenses shall be submitted separately to the District.**

## Tax Ratification Election (TRE) 2017 Tentative Calendar

No.	Date	Code	Action
1	Tuesday, December 13, 2016		EPISD Board of Trustees to approve contract between Maverick County and Eagle Pass ISD to hold a Tax Ratification Election (TRE) on Saturday, May 27, 2017 to include a Saturday Early Voting from 8:00 am to 5:00 pm on May 20, 2017. The estimated cost of the rollback election is \$70,000.
2	Friday, March 31, 2017	Tax Code 26.01 (e)	Maverick County Appraisal District prepares and certifies to EPISD an estimate of the 2017 taxable value by Friday, March 31, 2017 (the deadline is April 30, 2017; however since the deadline falls on a Sunday the deadline is moved to Monday, May 1, 2017).
3	Monday, April 03, 2017	Tax Code 26.04 & Ed. Code § 44.004	Eagle Pass ISD calculates the 2017 Effective and Rollback Tax Rates.
4	Tuesday, April 04, 2017	Ed. Code § 44.004	Eagle Pass ISD prepares Notice of Public Meeting to Discuss Budget and Proposed Tax Rate.
5	Thursday, April 06, 2017		Eagle Pass ISD delivers notice of Public Meeting to Discuss Budget and Proposed Tax Rate to the Eagle Pass News Gram by no later than 12:00 pm on Thursday, April 20, 2017.
6	Friday, April 07, 2017	Ed. Code § 44.004	Eagle Pass ISD publishes Notice of Public Meeting to Discuss Budget and Proposed Tax Rate on the Eagle Pass News Gram on Friday, April 21, 2017 and Sunday, Sunday, April 23, 2017 (notice must be published not earlier than 30 days or later than 10 days prior to tax rate adoption)
7	Friday, April 07, 2017	Ed. Code § 44.004	Eagle Pass ISD publishes Notice to adopt the 2017 Tax Rate. The notice must be published not earlier than 30 days or later than 10 days prior to tax rate adoption.
8	Monday, April 24, 2017		School District Attorney submits the 2017 Tax Ratification Election (TRE) Order to Eagle Pass ISD for review.
9	Tuesday, April 18, 2017		Eagle Pass ISD reports on the 2017 Estimated Certified Appraisal Roll received from the Maverick County Appraisal District.
10	Tuesday, April 18, 2017		Eagle Pass ISD reports on the Certification of the 2016/2017 Excess Debt Collections for the EPISD Interest and Sinking Funds.

## Tax Ratification Election (TRE) 2017 Tentative Calendar

No.	Date	Code	Action
11	Tuesday, April 18, 2017		Eagle Pass ISD School Board of Trustees Review and Discuss the 2017 Rollback Tax Rate Worksheet.
12	Tuesday, April 18, 2017	Ed. Code § 44.004	Eagle Pass ISD School Board of Trustees hold public meeting to adopt to discuss the 2017-2018 Proposed Budget and Tax Rate.
13	Tuesday, April 18, 2017		Eagle Pass ISD School Board of Trustees consider and take appropriate action on the request to adopt Resolution to set the 2017 Tax Rate.
14	Tuesday, April 18, 2017	Tax Code 26.08	EPISD Board of Trustees approve Election Order for the Saturday, May 27, 2017 Tax Ratification Election (TRE) to include a Saturday Early Voting from 8:00 am to 5:00 pm on May 20, 2017.
15	Thursday, April 20, 2017		Provide notification to the Kickapoo Council/Tribe of the STax Ratification Election (TRE).
16	Friday, April 21, 2017		Translate the Tax Ratification Election (TRE) into the Kickapoo Language and air daily in the local KEPS/KINL Radio Station for two weeks beginning Friday, April 21, 2017 through Friday, May 5, 2017.
17	Wednesday, May 10, 2017	Tax Code 26.08; Tex. Elec. Code § 85.001	First Day Early Voting (17th day before election day) for the Tax Ratification Election (TRE)
18	Tuesday, May 23, 2017	Tax Code 26.08	Last Day Early Voting (4th day before election day) for the Tax Ratification Election (TRE)
19	Saturday, May 27, 2017	Tax Code 26.08	Eagle Pass ISD holds Tax Ratification Election (TRE) (must be held not less than 30 days or 90 days after the tax rate is adopted).
20	Sunday, June 04, 2017	Tex. Elec. Code § 67.003	First Day to canvass the results of the Tax Ratification Election (TRE) (8th day through 11th day after the election).
21	Wednesday, June 07, 2017	Tex. Elec. Code § 67.003	Last Day to canvass the results of the Tax Ratification Election (TRE) (8th day through 11th day after the election).