

**Medina Valley Independent School District  
Board of Trustees  
Special Meeting on Wednesday, February 7, 2024 at 7:00 PM  
Medina Valley ISD Central Office Board Room**

**A Special Board Meeting of the MVISD Board of Trustees was held on Wednesday, February 7, 2024, beginning at 7:00 PM at/on Medina Valley ISD Central Office Board Room.**

**I. First Order of Business**

- A Call Meeting to Order
- B Establish a Quorum
- C Pledge of Allegiance to the Flag followed by a moment of silence

**II. Public Comment**

*At Regular Board Meetings the Board shall permit public comment on any topic. At all other Board Meetings public comments will be limited to items on the agenda posted with the notice of the meeting. All Public Comments are limited to 5 minutes.*

**III. Discussion and Possible Action Items**

- A Consider Approval of Medina Valley Independent School District Order Calling a Trustee Election for SMD # 1 and SMD #2 to be held in the May 4, 2024 General Election 2
- B Consider Approval of Medina Valley Independent School District Order Calling a Bond Election to be held in the May 4, 2024 General Election 6
- C Consider Approval of a Joint Election Agreement with Bexar County Elections 14
- D Consider Approval of Election Services Contract with Medina County Elections 19
- E Consider Adoption of Resolution to join the Central Texas Purchasing Alliance 27

**IV. Adjournment**

**(Items do not have to be taken in the same order as shown on the meeting agenda.)**

## Order of Election May 4, 2024

### **BE IT ORDERED by the Board of Trustees for Medina Valley Independent School District of Medina County, Texas and Bexar County, Texas:**

That a General Election be held in said School District on May 4, 2024 for the purpose of electing one Single Member District #1 Trustee and one Single Member District #2 Trustee to the Medina Valley Independent School District Board. The term of office for such trustee shall be a term of three years.

That the manner of holding said election shall be governed by the applicable sections of the Texas Election Code and the Texas Education Code. All necessary ballots and other election supplies for said election will be furnished in both English and Spanish.

That the election shall be held jointly with Medina County, Bexar County, and other political subdivisions as required under Texas Education Code Section 11.0581. The Medina County Election Administrator will determine the early voting and election day polling locations for the Medina County Residents, and Bexar County Election Administrator will determine the early voting and election day polling locations for the Bexar County residents of said election. The Board hereby appoints election officers, consisting of a Presiding Judge and Alternate Presiding Judge, to be those election officers selected by the Medina County Election Administrator for Medina Residents and the Bexar County Election Administrator for Bexar County Residents.

The Board authorizes each Administrator to utilize a Central Counting Station (the *Stations*) as provided by the Code. The Administrators, or designees thereof, are hereby appointed as the Manager of their respective Stations who will establish a written plan for the orderly operation of the Stations according to the Code. The Board authorizes the Administrators, or the designees thereof, to appoint the Presiding Judges, the Tabulation Supervisors, and the Programmers of their respective Stations and may appoint Station clerks as needed or desirable. The Administrators will publish (or cause to be published) notice and conduct testing on the automatic tabulation equipment relating to the Station and conduct instruction for the officials and clerks for their respective Stations according to the Code.

That the office of Medina County Election Administrator, Lupe Torres, at 1202 14<sup>th</sup> St., Hondo, TX 78861, is the early voting clerk's mailing address to which Medina County ballot applications and ballots by mail shall be sent. The office of Bexar County Election Administrator, Jacquelyn Callanen, at 1103 S. Frio, San Antonio, Texas, 78207, is the early voting clerk's mailing address to which Bexar County ballot applications and ballots by mail shall be sent. Email for Bexar County ABBM's is [votebymail@bexar.org](mailto:votebymail@bexar.org). Email for Bexar County FCPA's is [FPCA@bexar.org](mailto:FPCA@bexar.org). The last day for the early voting clerk to receive applications for a ballot to be voted by mail is Monday, April 22, 2024.

That one or more District election precincts are hereby established for the purpose of holding the Election, and one or more polling places are hereby designated for holding the Election in the District election precincts as identified in Exhibit A to this Order (which is incorporated herein by reference for all purposes). In compliance with the Code, the County Election Administrator will appoint Presiding Judges, Alternate Presiding Judges, Election Clerks, and all other election officials for the Election. The District's Superintendent of Schools, the President of the Board of Trustees, or their designees can correct, modify, or change the Exhibits to this Order based upon the final locations and times agreed upon by the District, the Administrator, and the Participants,

if any and as applicable, to the extent permitted by applicable law.

1. To the extent required by the Code or other applicable law, the appointment of election officials at polling locations must include a person fluent in the Spanish language.

2. On Election Day, the polls shall be open as designated on Exhibit A.

3. The main early voting location is designated in Exhibit B to this Order (which is incorporated herein by reference for all purposes). The individual named as the Early Voting Clerk as designated in Exhibit B is hereby appointed as the Early Voting Clerk to conduct such early voting in the Election. The Early Voting Clerk shall appoint the Deputy Early Voting Clerks. The main early voting location shall remain open to permit early voting on the days and at the times as stated in Exhibit B. Early voting shall commence as provided on Exhibit B and continue through the date set forth on Exhibit B, all as provided by the Code.

Additionally, permanent and/or temporary branch offices for early voting by personal appearance may be established and maintained according to the Code. In the event such permanent and/or temporary branch locations are established, information regarding the locations, dates, and hours of operation for early voting at these offices will be identified in Exhibit B hereto.

Each Administrator is authorized to establish an Early Voting Ballot Board for their respective counties and to designate the Presiding Judge of such Early Voting Ballot Board. The Presiding Judges of the Early Voting Ballot Board shall appoint two or more additional members to constitute their respective Early Voting Ballot Board members and, if needed, the Signature Verification Committee members required to efficiently process the early voting ballots.

Medina and Bexar Counties participate in the Countywide Polling Place program under Section 43.007, as amended, Texas Election Code. Registered voters will be able to cast their Election Day ballots at any of the Vote Centers identified on their County's website.

Medina County - <https://www.medinacountytexas.org/page/medina>

Bexar County - <https://www.bexar.org/2177/Voting-in-Bexar-County>

Medina Valley Independent School District ELECTION ORDER APPROVED February 7, 2024.

(District Seal)

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Beth Zinsmeyer, MVISD Board President

Medina County Election Department  
1300 Ave. M, Room 108  
Hondo, Texas 78861  
830-741-6009

Bexar County Elections Department  
1103 S. Frio  
San Antonio, Texas, 78207  
210-335-8683

orden de elección  
4 de mayo de 2024

ORDENE la Junta Directiva del Distrito Escolar Independiente de Medina Valley del Condado de Medina, Texas y el Condado de Bexar, Texas:

Que se lleve a cabo una Elección General en dicho Distrito Escolar el 4 de mayo de 2024 con el propósito de elegir un Síndico del Distrito Único #1 y un Síndico del Distrito Único #2 para la Junta del Distrito Escolar Independiente de Medina Valley. La duración del mandato de dicho síndico será de tres años.

Que la forma de llevar a cabo dicha elección se regirá por las secciones aplicables del Código Electoral de Texas y el Código de Educación de Texas. Todas las boletas electorales necesarias y otros suministros electorales para dicha elección se proporcionarán tanto en inglés como en español.

Que la elección se llevará a cabo conjuntamente con el condado de Medina, el condado de Bexar y otras subdivisiones políticas según lo exige la Sección 11.0581 del Código de Educación de Texas. El Administrador de Elecciones del Condado de Medina determinará los lugares de votación anticipada y el día de las elecciones para los residentes del Condado de Medina, y el Administrador de Elecciones del Condado de Bexar determinará los lugares de votación anticipada y el día de las elecciones para los residentes del Condado de Bexar de dicha elección. Por la presente, la Junta designa funcionarios electorales, que consisten en un juez presidente y un juez presidente suplente, para que sean los funcionarios electorales seleccionados por el administrador electoral del condado de Medina para los residentes de Medina y el administrador electoral del condado de Bexar para los residentes del condado de Bexar.

La Junta autoriza a cada Administrador a utilizar una Estación Central de Conteo (las Estaciones) según lo dispone el Código. Los Administradores, o las personas designadas por ellos, quedan designados como Gerentes de sus respectivas Estaciones, quienes establecerán un plan por escrito para la operación ordenada de las Estaciones de acuerdo con el Código. La Junta autoriza a los Administradores, o las personas designadas por ellos, a nombrar a los Jueces Presidentes, los Supervisores de Tabulación y los Programadores de sus respectivas Estaciones y puede designar secretarios de Estaciones según sea necesario o deseable. Los Administradores publicarán (o harán que se publique) un aviso y realizarán pruebas en el equipo de tabulación automática relacionado con la Estación y realizarán instrucciones para los oficiales y empleados de sus respectivas Estaciones de acuerdo con el Código.

Que la oficina de la Administradora de Elecciones del Condado de Medina, Lupe Torres, en 1202 14th St., Hondo, TX 78861, es la dirección postal del secretario de votación anticipada a la que se enviarán las solicitudes de boletas y las boletas por correo del Condado de Medina. La oficina de la administradora de elecciones del condado de Bexar, Jacquelyn Callanen, en 1103 S. Frio, San Antonio, Texas, 78207, es la dirección postal del secretario de votación anticipada a la que se enviarán las solicitudes de boletas y las boletas por correo del condado de Bexar. El correo electrónico para ABBM del condado de Bexar es [votebymail@bexar.org](mailto:votebymail@bexar.org). El correo electrónico para FCPA del condado de Bexar es [FPCA@bexar.org](mailto:FPCA@bexar.org). El último día para que el secretario de votación anticipada reciba solicitudes de boletas para votar por correo es el lunes 22 de abril de 2024. Que por el presente se establecen uno o más precintos electorales de Distrito con el fin de llevar a cabo la Elección, y por la presente se designan uno o más lugares de votación para llevar a cabo la

Elección en los precintos electorales de Distrito identificados en el Anexo A de esta Orden (que se incorpora al presente mediante referencia a todos los efectos). De conformidad con el Código, el Administrador de Elecciones del Condado nombrará a los Jueces Presidentes, Jueces Presidentes Suplentes, Secretarios Electorales y todos los demás funcionarios electorales para la Elección. El Superintendente de Escuelas del Distrito, el Presidente de la Junta Directiva o sus designados pueden corregir, modificar o cambiar los Anexos de esta Orden en función de las ubicaciones y horas finales acordadas por el Distrito, el Administrador y los Participantes en su caso y según corresponda, en la medida permitida por la ley aplicable.

1. En la medida en que lo requiera el Código u otra ley aplicable, la designación de funcionarios electorales en los lugares de votación debe incluir una persona que domine el idioma español.
2. El día de las elecciones, las urnas estarán abiertas como se indica en el Anexo A.
3. El lugar principal de votación anticipada se designa en el Anexo B de esta Orden (que se incorpora aquí por referencia para todos los propósitos). La persona nombrada como Oficial de Votación Anticipada como se designa en el Anexo B es designada por el presente como Oficial de Votación Anticipada para llevar a cabo dicha votación anticipada en la Elección. El Secretario de Votación Anticipada nombrará a los Secretarios Adjuntos de Votación Anticipada. El lugar principal de votación anticipada permanecerá abierto para permitir la votación anticipada en los días y horarios establecidos en el Anexo B. La votación anticipada comenzará según lo dispuesto en el Anexo B y continuará hasta la fecha establecida en el Anexo B, todo según lo dispuesto por el Código.

Además, de acuerdo con el Código, se podrán establecer y mantener sucursales permanentes y/o temporales para la votación anticipada en persona. En el caso de que se establezcan dichas sucursales permanentes y/o temporales, la información sobre las ubicaciones, fechas y horas de operación para la votación anticipada en estas oficinas se identificará en el Anexo B del presente.

Cada Administrador está autorizado a establecer una Junta de Boletas de Votación Anticipada para sus respectivos condados ya designar al Juez Presidente de dicha Junta de Boletas de Votación Anticipada. Los Jueces Presidentes de la Junta de Boletas de Votación Anticipada nombrarán dos o más miembros adicionales para constituir sus respectivos miembros de la Junta de Boletas de Votación Anticipada y, de ser necesario, los miembros del Comité de Verificación de Firmas necesarios para procesar eficientemente las boletas de votación anticipada.

Los condados de Medina y Bexar participan en el programa Countywide Polling Place bajo la Sección 43.007, según enmendada, del Código Electoral de Texas. Los votantes registrados podrán emitir sus votos el día de las elecciones en cualquiera de los centros de votación identificados en el sitio web de su condado.

Condado de Medina - <https://www.medinacountytexas.org/page/medina>

Condado de Bexar - <https://www.bexar.org/2177/Voting-in-Bexar-County>

Distrito Escolar Independiente de Medina Valley ORDEN DE ELECCIÓN APROBADA el 7 de febrero de 2024.

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Beth Zinsmeyer, presidenta de la junta de MVISD

(Sello del Distrito)

# Medina Valley Independent School District

## *Agenda Item Memorandum*

To: MVISD Board of Trustees

Date: February 7, 2024

RE: Consider adopting an order calling a bond election to be held by the Medina Valley Independent School District with Proposition A in the amount of \$ 249.15 Million and Proposition B in the amount of \$ 40.85 Million.

After five Bond Committee Meetings discussing district short term and long term needs, the committee presented a recommendation to the Board to consider calling a bond election. Proposition A in the amount of \$249.15 Million to pay for Middle School #3, Elementary #7 and #8, Physical Education Improvements to MVHS, District Wide Safety and Security, and Land. Proposition B in the amount of \$40.85 Million to pay for MV High School and High School #2 Stadium Upgrades. District Administration recommends adoption of this order.

# May 2024 Bond Package Recommendation

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## Prop A

- Middle School #3 **\$102M**
- Elementary #7 & #8 **\$124M**
- Physical Education Improvements to MVHS **\$5.75M**
- Districtwide Safety and Security **\$2.5M**
- Land **\$14.9M**

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**\$249.15M**

## Prop B

- MVHS & HS #2 Stadium Upgrades **\$40.85M**

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**TOTAL**

**\$290 M**

**Draft of January 31, 2024**

AN ORDER CALLING A BOND ELECTION TO BE HELD BY THE MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT, MAKING PROVISION FOR THE CONDUCT OF THE ELECTION, AND RESOLVING OTHER MATTERS RELATED TO THAT ELECTION

WHEREAS, the Board of Trustees (the *Board*) of the MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT (the *District*), located in Medina and Bexar Counties, Texas (individually, the *County*, collectively, the *Counties*), finds and determines that a special election (the *Election*) should be held to determine whether the District will be authorized to issue bonds in the amount and for the purposes identified in this order (the *Order*); and

WHEREAS, concurrently with the Election, the District is conducting a general election for Board positions (the *Board Election*); and

WHEREAS, the Texas Education Code requires that the Board Election be conducted jointly with a municipality in the District on Election Day (defined below); and

WHEREAS, the District anticipates conducting the Election and its Board Election jointly with the City of Castroville, Texas (the *City*), which is a municipality within the District; and

WHEREAS, the District will contract with the elections administrator of Medina County and the elections administrator of Bexar County (individually, the *Administrator*; together, the *Administrators*) to conduct all aspects of the Election for the District's registered voters in their respective Counties; and

WHEREAS, the Election may be conducted by each County and held jointly with other political subdivisions for which each County is also conducting their elections (collectively, the *Participants*) pursuant to a joint election or similar agreement according to the Texas Election Code, as amended (the *Code*); and

WHEREAS, the Board hereby finds and determines that the anticipated capital improvements identified in Measure A and corresponding Proposition A may be submitted to the qualified voters of the District as a single measure and corresponding proposition pursuant to Section 45.003(g) of the Texas Education Code because these capital improvements will be predominantly used for educational and administrative purposes, none of which are the type of facilities described in Section 45.003(g)(1-6); and

WHEREAS, the Board hereby finds and determines that the anticipated capital improvements identified in Measure B and corresponding Proposition B must be submitted to the qualified voters of the District as an additional measure and corresponding proposition because these facilities are the type of facilities described in Section 45.003(g)(1) of the Texas Education Code; and

WHEREAS, the Board hereby finds and determines that the actions described above are in the best interests of the residents of the District; now, therefore,

BE IT ORDERED BY THE BOARD OF TRUSTEES OF THE MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT THAT:

SECTION 1. Election Ordered; Purpose; Amount. The Election will be held in the MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT on May 4, 2024 (*Election Day*), which is a uniform election date under the Code and is 78 or more days from the date of the adoption of this Order, for the purpose of submitting the following measures to the qualified voters of the District:

MEASURE A

Will the Board of Trustees of the Medina Valley Independent School District be authorized to issue and sell bonds of the District, in one or more series, in the aggregate principal amount not to exceed \$\_\_\_\_\_ for the purposes of designing, constructing, renovating, improving, upgrading, updating, modernizing, acquiring, and equipping school facilities (and any necessary or related removal of existing facilities), with priority given to Middle School #3, Elementary Schools #7 and #8, physical education improvements to Medina Valley High School, District-wide safety and security, and the purchase of the necessary sites for school facilities, such bonds to mature serially or otherwise (not more than 40 years from their date) in accordance with law; any issue or series of such bonds to bear interest per annum at such rate or rates (fixed, floating, variable, or otherwise) as may be determined within the discretion of the Board of Trustees, provided that such rate or rates of interest will not exceed the maximum rate per annum authorized by law at the time of the issuance of any issue or series of such bonds; and will the Board of Trustees of the District be authorized to levy and pledge, and cause to be assessed and collected, annual ad valorem taxes on all taxable property in the District sufficient, without limit as to rate or amount, to pay the principal of and interest on the bonds?

MEASURE B

Will the Board of Trustees of the Medina Valley Independent School District be authorized to issue and sell bonds of the District, in one or more series, in the aggregate principal amount not to exceed \$\_\_\_\_\_ for the purposes of designing, constructing, renovating, improving, upgrading, updating, modernizing, acquiring, and equipping Panther Stadium at Medina Valley High School and stadium facilities at New High School No. 2, such bonds to mature serially or otherwise (not more than 40 years from their date) in accordance with law; any issue or series of such bonds to bear interest per annum at such rate or rates (fixed, floating, variable, or otherwise) as may be determined within the discretion of the Board of Trustees, provided that such rate or rates of interest will not exceed the maximum rate per annum authorized by law at the time of the issuance of any issue or series of such bonds; and will the Board of Trustees of the District be authorized to levy and pledge, and cause to be assessed and collected,

annual ad valorem taxes on all taxable property in the District sufficient, without limit as to rate or amount, to pay the principal of and interest on the bonds?

SECTION 2. Ballots. The official ballots will permit voters to vote “FOR” or “AGAINST” the measures above with the following ballot language:

Medina Valley Independent School District Proposition A

The issuance of \$ \_\_\_\_\_ in bonds for school facilities and land, with priority given to Middle School #3, Elementary Schools #7 and #8, physical education improvements to Medina Valley High School, and District-wide safety and security, and the levy of taxes sufficient to pay the principal of and interest on the bonds. This is a property tax increase.

Medina Valley Independent School District Proposition B

The issuance of \$ \_\_\_\_\_ in bonds for Panther Stadium at Medina Valley High School and stadium facilities at New High School No. 2, and the levy of taxes sufficient to pay the principal of and interest on the bonds. This is a property tax increase.

SECTION 3. Polling Details.

A. One or more District election precincts are established for Election Day from 7:00 a.m. to 7:00 p.m. with one or more corresponding polling places as identified on Exhibit A to this Order. As permitted by the Code, polling places may be changed without further Board action; any changes will not affect this Order or subsequent notice of election.

B. Exhibit A also includes the places, dates, and hours for early voting in person. As permitted by the Code, these details may be changed without further Board action; any changes will not affect this Order or subsequent notice of election. Applications for voting by mail should be received no later than the close of business on April 23, 2024. Applications should be sent to the Early Voting Clerks named below. If an application for ballot by mail is faxed or emailed (or if a federal postcard application is faxed), the applicant must also mail the original.

SECTION 4. Election Officials. To the extent required by the Code or other applicable law, the appointment of election officials at polling locations will include a person fluent in the Spanish language.

A. The Administrators will appoint Presiding Judges, Alternate Presiding Judges, and Election Clerks.

B. The Early Voting Clerk for Medina County is: Lupe Torres; mailing address and physical address: 1300 Ave. M #108, Hondo, Texas 78861; phone: (830) 741-6104; fax: (830) 741-6007; and email: lupe.torres@medinacountytexas.org. Mr. Torres will appoint the Deputy Early Voting Clerks for Medina County. The Early Voting Clerk for Bexar County is: Jacque Callanen;

mailing and physical address: 1103 S. Frio, Ste. 100, San Antonio, Texas 78207; phone: (210) 335-8683; fax: (210) 335-0371; email for ABBMs: votebymail@bexar.org; and email for FPCAs: FPCA@bexar.org. Ms. Callanen will appoint the Deputy Early Voting Clerks for Bexar County.

C. Each Administrator is authorized to establish an Early Voting Ballot Board for their respective counties and to designate their respective Presiding Judges and, if needed, their respective members of the Signature Verification Committee.

D. The Board authorizes each Administrator to utilize a Central Counting Station (the *Stations*) if needed. Each Administrator or their designee is appointed as the Manager of their respective Station with the authority to appoint the Tabulation Supervisor, the Programmer, and any Clerks for their respective Stations.

SECTION 5. Qualified Voters. The District's qualified voters (as defined by the Code) will be entitled to vote in the Election at the dates, times, and places reflected on Exhibit A.

SECTION 6. Legal Compliance. The Election and notice of Election will be held and conducted according to the Code and other applicable law. To the extent required by law, materials relating to the Election will be printed in English, Spanish, and any other required language.

SECTION 7. Debt Obligations. The following information is calculated based on bond market conditions as of the date of the adoption of this Order; is further explained in one or more voter information documents attached to this Order as exhibits; and is not intended to serve as a cap or other restriction should the bonds be authorized at the Election.

A. The aggregate amount of the outstanding principal of the District's debt totaled \$x (including maintenance tax debt, if any).

B. The aggregate amount of the interest owed on the District's debt obligations, through respective maturity, totaled \$x.

C. The District levied an ad valorem debt service tax rate for its outstanding debt obligations of \$x per \$100 of taxable assessed valuation.

D. The bonds that are the subject of this Election are anticipated to mature serially or otherwise over x years, but not to exceed the maximum number of years authorized by Texas law.

E. The maximum interest rate for any series of bonds authorized at the Election is x% (expressed as a net effective interest rate).

SECTION 8. Contracting Authority. The Board authorizes the District's President of the Board, the Superintendent of Schools, or their designees to negotiate and enter into one or more joint election agreements, election services contracts, or similar contracts with the Counties,

acting by and through the Administrators, and any Participants if desired or if required to comply with applicable law.

SECTION 9. Modifications. The Board acknowledges that information required to complete the Exhibits to this Order may not be available when the Election is ordered, and the Board therefore authorizes the District's Superintendent of Schools, the President of the Board, or their designees to correct, modify, or change the Exhibits to the extent permitted by applicable law. Additionally, the Board authorizes these individuals to make technical modifications to this Order that are necessary for compliance with applicable law or to carry out the intent of the Board as evidenced in this Order.

SECTION 10. Findings. The recitals contained in the preamble of this Order are found to be true.

SECTION 11. Conflicts. All orders and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Order are hereby repealed to the extent of such conflict, and the provisions of this Order will be and remain controlling as to the matters ordered herein.

SECTION 12. Controlling Law. This Order will be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 13. Open Meetings. It is officially found, determined, and declared that the meeting at which this Order is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Order, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 14. Severability. If any provision of this Order or the application of this Order to any person or circumstance is held invalid, then the remainder of this Order remains effective.

SECTION 15. Effective Date. This Order is effective immediately upon its approval.

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PASSED AND APPROVED on February 7, 2024.

MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT

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Beth Zinsmeyer  
President, Board of Trustees

ATTEST:

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Jennilea Campbell  
Secretary, Board of Trustees

(DISTRICT SEAL)

[Signature Page to Bond Election Order]

# Medina Valley Independent School District

## *Agenda Item Memorandum*

To: MVISD Board of Trustees

Date: February 7, 2024

RE: Consider approving the Joint Election Agreement with Bexar County Elections

### *Joint Elections Requirement*

Elections held on the same date shall be held as a joint election under Election Code Chapter 271, and the voters shall be served by common polling places consistent with Election Code 271.003(b), Education Code 11.058(a)-(c)

A board may enter into an agreement with another political subdivision holding an election on the same day in all or part of the same county to hold the elections jointly. The terms of a joint election agreement must be stated in an order, resolution, or other official action adopted by the board Election Code 271.002

MVISD Board Policy BBB(Legal)

### **Note:**

Registered and eligible voters may vote during Early Voting and on Election Day at ANY voting location located in their county of residence.

## **JOINT ELECTION AGREEMENT**

This Agreement is entered into by and between Bexar County Elections Administrator (“ADMINISTRATOR”), acting on behalf of Bexar County; with Bexar County (“BC”); Bexar County Appraisal District (BCAD”); Alamo Community Colleges (“ACCD”); Alamo Heights Independent School District (“AHISD”); Comal Independent School District (“CISD”); Harlandale Independent School District (“HISD”); Medina Valley Independent School District (“MVISD”); North East Independent School District (“NEISD”); Northside Independent School District (“NISD”); San Antonio Independent School District (“SAISD”); Southside Independent School District (“SSISD”); the City of Alamo Heights (“COAH”); the City of Balcones Heights (“COBH”); the City of Castle Hills (“COCH”); the City of Converse (“COC”); the City of Elmendorf (“COE”); the City of Fair Oaks Ranch (“FOR”); the City of Grey Forest (“COGF”); the City of Helotes (“COH”); the City of Hill Country Village (“COHV”); the City of Kirby (“COK”); the City of Leon Valley (“COLV”); the City of Live Oak (“COLO”); the City of Lytle (“COL”); the City of Olmos Park (“COOP”); the City of Shavano Park (“COSP”); the City of Somerset (“COS”); the City of Universal City (“COUC”); the City of Von Ormy (“COVO”); and the Town of Hollywood Park (“TOHP”) and they may also be referred to, individually, as an “Entity” or, collectively, as the “Entities,” acting by and through their duly appointed and qualified representatives, pursuant to Texas Election Code Section 271.002(a), for the May 4, 2024 election.

**WHEREAS**, BC will conduct an amendment election on Saturday, May 4, 2024; and

**WHEREAS**, BCAD will conduct a general election on Saturday, May 4, 2024; and

**WHEREAS**, ACCD will conduct a general election on Saturday, May 4, 2024; and

**WHEREAS**, AHISD will conduct a general election on Saturday, May 4, 2024; and

**WHEREAS**, CISD will conduct a general election on Saturday, May 4, 2024; and

**WHEREAS**, HISD will conduct a general election on Saturday, May 4, 2024; and

**WHEREAS**, MVISD will conduct a general election on Saturday, May 4, 2024; and

**WHEREAS**, NEISD will conduct a general election and Special on Saturday, May 4, 2024; and

**WHEREAS**, NISD will conduct a general election on Saturday, May 4, 2024; and

**WHEREAS**, SAISD will conduct a general election on Saturday, May 4, 2024; and

**WHEREAS**, SSISD will conduct a general election on Saturday, May 4, 2024; and

**WHEREAS**, COAH will conduct a general election on Saturday, May 4, 2024; and

**WHEREAS**, COBH will conduct a general election on Saturday, May 4, 2024; and

**WHEREAS**, COC will conduct 2 special elections on Saturday, May 4, 2024; and

**WHEREAS**, COCH will conduct a general elections on Saturday, May 4, 2024; and

**WHEREAS**, COE will conduct a general election on Saturday, May 4, 2024; and

**WHEREAS**, COFOR will conduct a general election on Saturday, May 4, 2024; and

**WHEREAS**, COGF will conduct a general election on Saturday, May 4, 2024; and

**WHEREAS**, COH will conduct a general election on Saturday, May 4, 2024; and

**WHEREAS**, COHCV will conduct a general election on Saturday, May 4, 2024; and

**WHEREAS**, COK will conduct a general elections on Saturday, May 4, 2024; and

**WHEREAS**, COLV will conduct a general election on Saturday, May 4, 2024; and

**WHEREAS**, COL will conduct a general election on Saturday, May 4, 2024; and

**WHEREAS**, COLO will conduct a general election on Saturday, May 4, 2024; and

**WHEREAS**, COOP will conduct a general election on Saturday, May 4, 2024; and

**WHEREAS**, COSP will conduct a general election on Saturday, May 4, 2024; and

**WHEREAS**, COS will conduct a general election on Saturday, May 4, 2024; and

**WHEREAS**, COUC will conduct a general election on Saturday, May 4, 2024; and

**WHEREAS**, COVO will conduct a general election on Saturday, May 4, 2024; and

**WHEREAS**, TOHP will conduct a general election on Saturday, May 4, 2024; and

**WHEREAS**, Section 271.002(a) of the Texas Election Code authorizes two or more political subdivisions to enter into an agreement to hold elections jointly in the election precincts that can be served by common Vote Centers; and

**WHEREAS**, the Entities desire that a joint election be held in order to provide a convenient, simple, and cost-saving election to the voters in their respective jurisdictions; and

**WHEREAS**, the Entities desire to enter into an agreement setting out their respective duties and responsibilities for the May 4, 2024 election;

**NOW THEREFORE**, it is agreed that the Entities will hold a joint election on Saturday, May 4, 2024 (the "Joint Election") under the following terms and conditions:

**I.**

The Entities are each required to enter into their own separate contract with ADMINISTRATOR for election services and will hold elections jointly with other Entities in the election precincts that can be served by common polling places, using joint election officer and clerks as ADMINISTRATOR determines is necessary and appropriate.

**II.**

The Entities agree to conduct early voting jointly. ADMINISTRATOR will arrange for and handle early voting in person and by mail for the Joint Election in accordance with her contracts with those Entities.

### III.

The Entities agree that a single ballot, containing all the measures and offices to be voted on at a particular polling place, shall be used in this Joint Election.

### IV.

Each Entity is responsible for its own posting of public notices in connection with the Joint Election. ADMINISTRATOR shall be responsible for publishing a Notice of Election in a newspaper of general circulation in the territory as required of all the Entities under Section 4.003 of the Election Code, and each Entity shall pay ADMINISTRATOR its proportionate share of the publishing cost.

### V.

Each Entity is responsible for paying ADMINISTRATOR for any and all other election costs, as applicable to the specific Entity and agreed upon by separate contract for election services between each Entity and ADMINISTRATOR.

### VI.

ADMINISTRATOR will tabulate the ballots and provide a set of copies of the affidavit page of each return along with the returns of the election, as agreed upon by separate contract between each Entity and ADMINISTRATOR.

### VII.

Each Entity will be responsible for canvassing its respective precinct returns for the Joint Election.

### VIII.

The Entities agree to comply with any and all applicable state and federal record retention statutes. Each Entity shall be the custodian of its respective election records.

### IX.

If an Entity determines not to participate in the Joint Election to be held on Saturday, May 4, 2024, because it has no contested positions, the nonparticipating Entity shall promptly notify ADMINISTRATOR and the other Entities, and this Agreement shall be automatically amended to delete the nonparticipating Entity as a party to the Agreement.

### X.

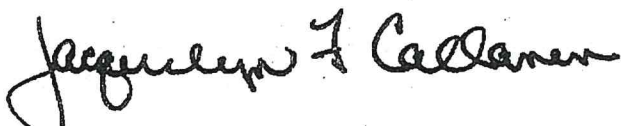
The undersigned persons are the duly authorized signatories of their Entities, and their signatures represent acceptance of the terms and conditions of this Agreement, as passed and approved by their respective governing bodies.

XI.

This Agreement may be executed in two or more counterparts. Together the counterparts shall be deemed an executed original instrument. The Entities may execute this Agreement and exchange counterparts of the signature pages by means of facsimile transmission, and the receipt of executed counterparts by facsimile transmission shall be binding on the Entities. Following a facsimile exchange, the Entities shall promptly exchange original signature pages.

SIGNED and AGREED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**BEXAR COUNTY ELECTIONS ADMINISTRATOR**



\_\_\_\_\_  
Jacquelyn F. Callanen

ENTITY: Medina Valley ISD

BY: \_\_\_\_\_

TITLE: Superintendent

ENTITY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

ENTITY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

# Medina Valley Independent School District

## *Agenda Item Memorandum*

To: MVIDS Board of Trustees

Date: February 7, 2024

RE: Consider approving the Election Services Contract with Medina County Elections

The County election officer, as defined by Election Code 31.091(1), may contract with the board of a district situated wholly or partly in the county served by the officer to perform election services, as provided by Election Code Chapter 31, Subchapter D, in any one or more elections ordered by the board.

MVIDS Board Policy BBBA(Legal)

**Note:**

Registered and eligible voters may vote during Early Voting and on Election Day at ANY voting location located in their county of residence.



Medina County Elections Department  
1300 Ave. M, Room 108  
Hondo, Texas 78861  
830-741-6009

## CONTRACT FOR ELECTION SERVICES

THIS CONTRACT, hereinafter referred to as the contract, is made by and between the Medina Valley Independent School District, hereinafter referred as the ISD, acting by and through, Lori Reeve, Public Information Officer - Administrative Assistant to the Superintendent/Board, and Medina County, hereinafter referred to as the County, acting by and through Lupe C. Torres, acting in the capacity of County Elections Administrator and duly authorized agent of Medina County, Texas, hereinafter referred to as County Elections Administrator, collectively and referred to as the parties, pursuant to the authority of Section 3 1.092 (a) of the Texas Election Code and Chapter 791 of the Texas Government Code, for the conduct and supervision of the Medina Valley Independent School District 2024 General Election.

THIS CONTRACT is entered into for the purpose of providing efficient use of public resources and for the benefits of the voters of the City, and the County. This contract is entered into in considerations of the mutual covenants and agreements hereinafter set out. IT IS AGREED AS FOLLOWS:

### 1. DUTIES AND SERVICES OF THE COUNTY ELECTIONS ADMINISTRATOR

The County Elections Administrator agrees to coordinate, supervise and handle all aspects in administering the City Election outlined in this Contract.

The County Elections Administrator in connection with the holding and supervision of said Election shall assume the following responsibilities:

- 1.1 Arrange for notifications, including writ of Election, training and compensation for all presiding election judges and alternate judges.

The County Elections Administrator shall be responsible for notifying each election judge and alternate judge of his or her appointment and for determining the number of clerks or other election workers authorized to work at each voting location.

The County Elections Administrator shall ensure that the presiding judges make the appropriate election clerk appointments and notify the clerks of their appointments.

Election Judges and/or the alternate judges shall be responsible for supervising their clerks and the County Elections Administrator shall ensure their training for such supervisory duties.

The County Elections Administrator shall ensure that the election judges are provided with all required training and election supplies and materials at the time and place determined by the County Elections Administrator.

- 1.2 Arrange for the use and compensation of polling locations as set out in Attachment A.
- 1.3 Pay cost of election judges and clerks: Each election judge will receive \$14.00, Alternate Judge \$13.50 and clerk(s) will receive \$13.00 per hour plus overtime. Each election judge or designated clerk will receive an additional \$25.00 for delivery of election returns and supplies to the County Elections Administrator after the polls close, if the polling place is located anywhere other than the Elections Department. Elections judges and clerks will receive their normal hourly rate for attending the election school operated by the County Elections Administrator.
- 1.4 Procure, prepare, proof and distribute sample ballots and ballots, including Responsibility for all ballot programming required for an electronic voting equipment, as well as provide all lists, forms, name tags, posture, and signage described in Chapters 51, 61, and 62 and Subchapter B of Chapter 66 of the Texas Election Code.
- 1.5 Procure, prepare, and distribute election judge kits from any third-party vendor, if applicable.
- 1.6 Prepare the list of registered voter and any copies to be use in conducting the election at no cost.
- 1.7 Provide and publish all required legal notices of the date, time and place of the testing of the electronic tabulation equipment and conduct such testing.
- 1.8 Supervise and conduct early voting by mail and personal appearance, and secure personnel to serve as Early Voting Judges, Clerks, and ballot board. Early Voting by personal appearance shall be conducted during the hours and time periods and at the locations listed in Attachment A.

- 1.9 Receive mail ballot applications on behalf of the ISD. The County Elections Administrator or designee shall process all applications for mail ballots in accordance with Title 7 of the Texas Election Code. Persons voting by mail will send their marked ballots to the office of the County Elections Administrator. All requests for early voting ballots by mail that are received by the ISD will be sent by the entity on the day of the receipt to the office of the County Elections Administrator for processing.
- 1.10 Secure and maintain all Early Voting ballots (those cast by mail and those cast by personally appearance) and deliver to the Early Voting Ballot Board all Early Voting ballots for counting in accordance with Chapter 87 of the Election Code.
- 1.11 Establish and operate the Central Counting Station to receive and tally the voted ballots in accordance with Section 127.001 of the Election Code. The County and the ISD agree that the County Elections Administrator is hereby appointed as the custodian of voted ballots and shall preserve the ballots in accordance with Chapter 66 of the Election Code and other applicable law.
- 1.12 Supervise the handing and disposition of election returns, voted ballots, and tabulate unofficial returns and assist in preparing the tabulation for the official canvass.
- 1.13 Prepare the unofficial tabulation report after all precincts that have been counted, and provide a copy of the report to the ISD agent as soon as possible after all returns have tabulated. The ISD will be responsible for the official canvass of the election.
- 1.14 Provide at no cost for the storage of election records as provided by law.
- 1.15 Provide at no cost, copies of all invoices received by the County Elections Department for payment of services or supplies of which the ISD is to reimburse the County Elections Department. The County Elections Administrator will be responsible for payment to all parties who have provided services, supplies and voting location for the election. The ISD shall not be liable to any third parties for any default by the county in connection with holding the election, including failure by the County or its County Elections Department to pay for services, supplies and voting locations for this election.

## 11. DUTIES AND SERVICES OF MEDINA VALLEY ISD.

The ISD, in connection with the holding and supervision of the said election, shall assume the following responsibilities and shall directly bear any attendant costs for the same:

- 2.1 Prepare election orders, resolutions, notices and other pertinent documents for adoption or execution by the appropriate office or body.

- 2.2 Post and publish election notices in accordance with the applicable law. Final notices will be published and posted no later than the 60<sup>th</sup> day before Election Day.
- 2.3 Receive and process all candidate applications in accordance with Section 141.031 et seq. of the Texas Election Code. Deliver to the County Election Administrator as soon as possible the official wording, as well as translation for ISD that is to be printed on the ballot with the exact forms, candidate order, wording and spelling that is to be used.
- 2.4 Payment of all amounts due to the County under the terms and conditions of this Contract. Pay an additional actual costs incurred by the County Elections Department if a recount for the election is required, or the election is contested in any manner.

#### 111. PAYMENT FOR SERVICES

- 3.1 As required by Texas Election Code Section 31.100, the estimated allocated cost for the services set out herein is attached hereto as Attachment B and incorporated for all purposes herein. After the date of the City election and completion of all duties required by the County Elections Administrator under this contract, the County Elections Administrator shall then compute the final statement for all services rendered, together with administrative fees, and bill the ISD. The ISD shall be responsible for paying this net amount within 60 days from the date of the billing.
- 3.2 It is agreed that pricing for the election will vary from year to year due to the following: dependent upon the positions up for election, projected number of voters, as well as services requested by the ISD to be performed by the County.

#### IV. TERMINATION

This contract will terminate after each election, and a new contract with updated information shall be agreed upon prior to each future election.

#### V. AMENDMENT AND SERVARABILITY

This contract, together with any referenced attachments, constitutes the entire agreement between the ISD and Medina County, and supersedes all prior written or oral understandings. This agreement and said attachments may only be amended supplemented, modified, or cancelled by a duly executed written statement of the undersigned authorities, or the authorized designees, as provided herein.

If any provisions of this Contract is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the remaining provision of this Contract; and, the parties to the Contract shall perform their respective obligations under this Contract in accordance with the intent of the parties as expressed in the terms and conditions of this Contract.

VI. MODIFICATION OF ESTIMATED COSTS FOR ELECTION AND POLLING PLACES SET OUT IN ATTACHMENT A AND B

The Estimated Costs of Election attached to this Agreement as Attachment B may be modified as necessary, upon agreement entirely between Medina County and the ISD. Changes to polling locations, dates and times as set out in Attachment A, may be modified as necessary, upon agreement entirely between the County and the ISD. Signatures of the County Elections Administrator and the ISD of the written statement of agreed modifications to the Attachment A and/or Attachment B shall evidence such modification.

Administrator and the ISD of the written statement of agreed modifications to the Attachment A and/or Attachment B shall evidence such modification.

IN WITNESS WHEREOF, the parties hereto have made and entered into this agreement on the date first set forth below.

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

BY:

BY:

\_\_\_\_\_  
Lupe C. Torres  
Elections Administrator

\_\_\_\_\_  
Lori Reeve  
PIR/Administrative Assistant to the  
Superintendent/Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTACHMENT A

VOTING LOCATIONS AND TIME PERIODS

EARLY VOTING

Early Voting is scheduled for Monday April 22, 2024, through April 30, 2024.

TIME PERIOD

Monday, April 22, Tuesday, April 23, Wednesday, April 24, Thursday, April 25, Friday, April 26, 2024, Monday, April 29, and Tuesday, April 30, 2024. Early voting will take place from 8:00 AM — 5:00 PM.

Saturday, April 27, 2024, Early voting from 9:00 AM — 2:00 PM.

LOCATION

Medina County Pct. 2, Annex Building  
8366 FM 471 S  
Castroville, Texas 78009

Medina County ESD No. 1, Station #15 Bldg.  
135 Stone Loop  
Castroville, Texas 78009

Names and addresses of Early Voting polling locations:

Voting By Mail

Name and address of Early Voting Clerk responsible for requests for ballots by mail

Lupe C. Torres  
Elections Administrator  
1300 Ave. M, Room 108  
Hondo, Texas 78861  
lupe.torres@medinatx.org

## Election Day Voting Locations, Date and Time

### LOCATION

Names and addresses of Early Voting polling locations:

Medina County Pct. 2, Annex Building  
8366 FM 471 S  
Castroville, Texas 78009

Medina County ESD No. 1, Station #15 Bldg.  
135 Stone Loop  
Castroville, Texas 78009

### DATE & HOURS

May 4, 2024 from 7:00 AM — 7:00 PM

The **estimated** total cost for the May 4, 2024 General Election is **\$30,000.00**.

# Medina Valley Independent School District

## *Agenda Item Memorandum*

To: MVISD Board of Trustees

Date: 2/1/2024

RE: Consider approving membership to Central Texas Purchasing Alliance (CTPA)

We would like for Medina Valley ISD to become a member of the Central Texas Purchasing Alliance. Being a member will open up many more opportunities with cost saving measures and improve efficiencies for the districts purchasing needs. Cost of membership is \$150.00 annually.

### CH(LEGAL) – Purchasing and Acquisition

#### *Cooperative Purchasing Program*

A district may participate in a cooperative purchasing program with another local government of this state or another state or with a local cooperative organization of this state or another state. A district that is participating in a cooperative purchasing program may sign an agreement with another participating local government or a local cooperative organization stating that the district will:

1. Designate a person to act under the direction of, or on behalf of, the district in all matters relating to the program;
2. Make payments to another participating local government or local cooperative organization or directly to a vendor under a contract made under these provisions, as provided in the agreement between the participating local governments or between a local government and a local cooperative organization; and
3. Be responsible for the vendor's compliance relating to the quality of items and terms of delivery, to the extent provided in the agreement between the participating local governments or between a local government and a local cooperative organization.

A district that purchases goods or services under these provisions satisfies any state law requiring the district to seek competitive bids for the purchase of the goods or services.

*Local Gov't Code 271.102; Atty. Gen. Op. JC-37 (1999)*

**BOARD RESOLUTION  
AUTHORIZING MEMBERSHIP IN  
THE CENTRAL TEXAS PURCHASING ALLIANCE (CTPA)  
PURCHASING COOPERATIVE**

**WHEREAS**, the Board of Trustees of the Medina Valley Independent School District (“District”) desires to become a member of the Central Texas Purchasing Alliance purchasing cooperative (“CTPA”); and

**WHEREAS**, the District has the statutory authority to join an intergovernmental purchasing cooperative pursuant to Chapter 791 of the Texas Government Code; and

**WHEREAS**, the District desires join with other governmental entities in the performance of purchasing and procurement functions in order to promote efficiency and economy;

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Trustees hereby authorizes the Superintendent or his/her designee to execute the necessary Interlocal Cooperation Agreement and/or Membership Agreement in order to become a member of the Central Texas Purchasing Alliance (CTPA) purchasing cooperative.

Adopted and approved this \_\_\_\_\_ day of \_\_\_\_\_.

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
President, Board of Trustees

Attest: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Secretary, Board of Trustees



## INTERLOCAL PARTICIPANT AGREEMENT

This Interlocal Participant Agreement ("Participant Agreement") is entered into by the Members of the Central Texas Purchasing Alliance ("Members"), acting on behalf of their school districts and Medina Valley ISD ("Participant"), a governmental entity authorized to enter into an interlocal agreement pursuant to the authority contained in the Interlocal Cooperation Act, Government Code Section 791 et seq., for the purpose of joining and participating in the Central Texas Purchasing Alliance.

In consideration of the foregoing and the mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

### 1. PARTY TO INTERLOCAL AGREEMENT

1.1. Participant hereby becomes a party to the Central Texas Purchasing Alliance Master Interlocal Agreement ("Master Agreement") and agrees to be bound by all terms and conditions set out in the Master Agreement, as modified and amended herein and in any other additional interlocal participant agreements.

1.2. Participant shall have all rights and duties as a founding Member except to the extent limited by the Master Agreement or the CTPA bylaws contained therein. The Master Agreement is attached hereto as Exhibit 1 and the terms and provisions of the Master Agreement are incorporated in this Participation Agreement.

### 2. TERM

2.1. Participant's rights and duties under the Master Agreement shall commence on the effective date of this Participant Agreement. Participant recognizes and agrees that the Master Agreement provides an initial term of the Master Agreement and also provides for a uniform ending date applicable to all Parties and is automatically renewable under certain conditions.

### 3. DEFAULT, REMEDIES

3.1 In the event of default by Participant, as the term default is used in the Master Agreement, the Members shall have the remedies provided in the Master Agreement and shall also have the right to terminate Participant's participation in the Master Agreement or suspend Participant's participation in the Master Agreement without terminating or otherwise affecting the Master Agreement and the other parties to the Master Agreement or other Participant Agreements.

4. FEES

4.1. Participant shall pay an annual fee pursuant to the bylaws of the CTPA.

4.2. Initial fee based on the most recent annual fee established by vote of the Board of Directors, shall be due upon execution of this Master Agreement, and annual fees shall be due as of January 30th of each calendar year thereafter. The fee shall not be prorated for a partial period of the initial year.

5. WARRANTY OF AUTHORITY AND DUE EXECUTION

5.1. Participant warrants to the Members of the Central Texas Purchasing Alliance and other parties to the Master Agreement that Participant has the authority to enter into this Participant Agreement and the person executing this Agreement is duly authorized on behalf of the Participant's governmental entity to enter into this Participant Agreement and that Participant has agreed to be bound by the Participant Agreement, the Master Agreement and the duties and obligations of Participants set out in those agreements.

Dated to be effective this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**CENTRAL TEXAS PURCHASING ALLIANCE**

By: \_\_\_\_\_  
Signature

**Danny Poolman, Director of Purchasing and Materials Management - RRISD  
CTPA Authorized Representative**

Title: CTPA Executive Director

Sponsor School District: Round Rock Independent School District (RRISD)

**PARTICIPANT**

By: Vivian L. Baldwin  
Signature

Name: Vivian L. Baldwin

Title: Purchasing Coordinator

Participating School District Name: Medina Valley Independent School District