

Special Meeting
Monday, October 30, 2023 12:00 PM

GISD Administrative Board Room
1615 St Lawrence St.
P O Box 157
Gonzales, Texas 78629

Agenda

1. Call to Order
Presenter: Board President
 - 1.A. Roll Call
Presenter: Board President
 - 1.B. Invocation:
Presenter: Josie Smith-Wright, Board Secretary
 - 1.C. Pledge:
Presenter: D'Anna Robinson
 - 1.D. Mission Statement:
Presenter: Gloria Torres
2. Public Comments

Presenter: Ross Hendershot, Board President
3. New Business/Action Items
 - 3.A. Discuss and Consider Action to Approve to Amend and Restate the Order Calling School Building Bond Election
Presenter: Dr. Elmer Avellaneda, Superintendent of Schools
 - 3.B. Discuss and Consider Action to Approve the Caldwell County Elections Administrator
Presenter: Dr. Elmer Avellaneda, Superintendent of Schools
 - 3.C. Discuss and Consider Action to Approve the Joint Services Contract between Caldwell County on behalf of the Caldwell County Elections Administrator and Gonzales ISD
Presenter: Dr. Elmer Avellaneda, Superintendent of Schools
 - 3.D. Discuss and Consider Action to Approve the Resolution Authorizing the Lease of a Portion of Real Property and Improvements to the County of Gonzales to Promote a Public Purpose.
Presenter: Dr. Elmer Avellaneda, Superintendent of Schools
4. Reports
 - 4.A. Update on the Property Located at 1711 N Sarah Dewitt Dr
Presenter: Amanda Smith, Chief Financial Officer; Dr. Elmer Avellaneda, Superintendent of Schools
5. Adjourn



Board of Trustees

Ross Hendershot, III
President

Justin Schwausch
Vice President

Josie Smith-Wright
Secretary

Sandra Gorden

D'Anna Robinson

Ashley Molina

Gloria Torres

GISD School Board Agenda Information Sheet
October 30, 2023

SUBJECT: Public Comments

RATIONAL SUMMARY:

The next item on the agenda is public comment. Before we begin, I will remind our audience members of the Board's procedures for handling public comments. The public comment portion of our meeting is available to members of the public who wish to address a meeting item on tonight's agenda or other matter pertaining to Gonzales ISD.

Anyone who wants to speak during public comment must sign in before the start of the meeting and list the agenda item they want to discuss. Each public comment speaker will be allowed a maximum of 5 minutes to address the Board. If necessary for effective meeting management, or to accommodate large numbers of individuals wishing to address the Board, we may shorten the time for each individual wishing to present comments. The public comment portion of the meeting will allow all speakers who have signed up before the start of the meeting to address the Board regarding an item on tonight's agenda. Persons requiring a translator will be given additional time.

Please keep your comments or criticisms civil and courteous. Please also avoid using profanity during your opportunity to speak. Last, we ask that you not discuss students who are not your child.

If a speaker is seeking Board resolution of a specific complaint, that concern should be addressed through the District's grievance process. District policy DGBA has been established for addressing employee complaints, policy FNG is the avenue for filing parent complaints, and policy GF address community member complaints. Grievance forms can be obtained at any campus administration office, or in the central administration offices.

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GREATNESS**

Our Students. Our Future.



Board of Trustees

Ross Hendershot III
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D'Anna Robinson

Ashley Molina

GISD School Board Agenda Information Sheet
October 30, 2023

ACTION ITEM

SUBJECT: Discuss and Consider Action to Amend and Restate the Order Calling School Building Bond Election

ADMINISTRATOR RESPONSIBLE: Dr. Elmer Avellaneda, Superintendent

RATIONAL SUMMARY: Gonzales ISD administration is seeking approval to Amend and Restate the Order Calling School Building Bond Election.

ADMINISTRATION'S RECOMMENDATION: Approve

SAMPLE MOTION: *"I move that the Board of Trustees approve the Amended and Restated Order Calling School Building Bond Election"*

**AMENDED AND RESTATED
ORDER CALLING SCHOOL BUILDING BOND ELECTION**

STATE OF TEXAS §
COUNTIES OF GONZALES AND CALDWELL §
GONZALES INDEPENDENT SCHOOL DISTRICT §

WHEREAS, the Board of Trustees (the "Board") of the Gonzales Independent School District (the "District") has the power to issue bonds pursuant to Chapter 45, Texas Education Code; and

WHEREAS, the Board has determined that it is necessary and appropriate to call and conduct an election to obtain voter authorization for the issuance of such bonds; and

WHEREAS, the District may enter into one or more election agreements (the "Election Agreements") with Gonzales County, Texas and Caldwell County, Texas (the "Counties"), by and through the elections administrators of the Counties or other election officers (the "Administrators") and possibly other political subdivisions, in accordance with the laws of the State of Texas (the "State") and applicable federal law; now, therefore;

BE IT ORDERED BY THE BOARD OF TRUSTEES OF THE GONZALES INDEPENDENT SCHOOL DISTRICT:

Section 1. Call of Election; Date; Eligible Electors; and Hours. An election (the "Election") shall be held on November 7, 2023 ("Election Day"), which is seventy-eight (78) or more days from the date of the adoption of this order (the "Election Order"), within and throughout the territory of the District at which all resident, qualified electors of the District shall be entitled to vote. The Board hereby finds that holding the Election on such date is in the public interest. The hours during which the polling places are to be open on Election Day shall be from 7:00 a.m. to 7:00 p.m.

Section 2. Voting Precincts; Polling Places; Election Officers. Except as otherwise provided herein, the boundaries and territories of the County election precincts that are wholly or partially within the territorial boundaries of the District are hereby designated as the voting precincts of the District for the Election and the precinct numbers for the District's election precincts shall be the corresponding County precinct number of each precinct. The Election Day polling places shall be as shown in Exhibit A to this Election Order. The precinct judges and alternate judges for the Election shall be appointed in accordance with the Texas Election Code (the "Election Code").

In the event that the Superintendent, or their designee, shall determine from time to time that (a) a polling place hereafter designated shall become unavailable or unsuitable for such use, or it would be in the District's best interests to relocate such polling place, or (b) a presiding judge or alternate presiding judge hereafter designated shall become unqualified or unavailable, the Superintendent, or their designee, is hereby authorized to designate and appoint in writing a substitute polling place, presiding judge or alternate presiding judge, and correct or modify the

exhibits to this Election Order, giving such notice, if any, as is required by the Election Code and as deemed sufficient.

Section 3. Proposition. At the Election there shall be submitted to the resident, qualified electors of the District the following proposition (the "Proposition"):

GONZALES INDEPENDENT SCHOOL DISTRICT - PROPOSITION A

SHALL THE BOARD OF TRUSTEES (THE "BOARD") OF THE GONZALES INDEPENDENT SCHOOL DISTRICT (THE "DISTRICT") BE AUTHORIZED TO ISSUE BONDS OF THE DISTRICT, IN ONE OR MORE SERIES OR INSTALLMENTS, IN THE AMOUNT OF \$50,600,000 FOR THE CONSTRUCTION, ACQUISITION, REHABILITATION, RENOVATION, EXPANSION, IMPROVEMENT AND EQUIPMENT OF SCHOOL BUILDINGS IN THE DISTRICT, INCLUDING DISTRICT WIDE SAFETY, SECURITY, ACCESSABILITY AND LIFECYCLE PROJECTS, A CAREER AND TECHNICAL EDUCATION BUILDING AND AN AGRICULTURAL BARN, WHICH BONDS SHALL MATURE, BEAR INTEREST AND BE ISSUED AND SOLD IN ACCORDANCE WITH LAW AT THE TIME OF ISSUANCE; AND SHALL THE BOARD BE AUTHORIZED TO LEVY, IMPOSE 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, AND THE COSTS OF ANY CREDIT AGREEMENTS (INCLUDING CREDIT AGREEMENTS EXECUTED OR AUTHORIZED IN ANTICIPATION OF, IN RELATION TO, OR IN CONNECTION WITH THE BONDS), ALL AS AUTHORIZED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS AND THE UNITED STATES OF AMERICA?

GONZALES INDEPENDENT SCHOOL DISTRICT - PROPOSITION B

SHALL THE BOARD OF TRUSTEES (THE "BOARD") OF THE GONZALES INDEPENDENT SCHOOL DISTRICT (THE "DISTRICT") BE AUTHORIZED TO ISSUE BONDS OF THE DISTRICT, IN ONE OR MORE SERIES OR INSTALLMENTS, IN THE AMOUNT OF \$44,480,000 FOR THE CONSTRUCTION, ACQUISITION, REHABILITATION, RENOVATION, EXPANSION, IMPROVEMENT AND EQUIPMENT OF ATHLETIC STADIUM FACILITES IN THE DISTRICT, WHICH BONDS SHALL MATURE, BEAR INTEREST AND BE ISSUED AND SOLD IN ACCORDANCE WITH LAW AT THE TIME OF ISSUANCE; AND SHALL THE BOARD BE AUTHORIZED TO LEVY, IMPOSE 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, AND THE COSTS OF ANY CREDIT

AGREEMENTS (INCLUDING CREDIT AGREEMENTS EXECUTED OR AUTHORIZED IN ANTICIPATION OF, IN RELATION TO, OR IN CONNECTION WITH THE BONDS), ALL AS AUTHORIZED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS AND THE UNITED STATES OF AMERICA?

Section 4. Ballots. The ballots shall conform to the requirements of the Election Code and shall have written or printed thereon the following:

GONZALES INDEPENDENT SCHOOL DISTRICT - PROPOSITION A

- FOR) THE ISSUANCE OF \$50,600,000 FOR THE CONSTRUCTION,
-) ACQUISITION, REHABILITATION, RENOVATION,
-) EXPANSION, IMPROVEMENT AND EQUIPMENT OF SCHOOL
-) BUILDINGS IN THE DISTRICT, INCLUDING DISTRICT WIDE
-) SAFETY, SECURITY, ACCESSABILITY AND LIFECYCLE
-) PROJECTS, A CAREER AND TECHNICAL EDUCATION
-) BUILDING AND AN AGRICULTURAL BARN, AND LEVYING
- AGAINST) AND IMPOSITION OF TAXES SUFFICIENT TO PAY THE
-) PRINCIPAL OF AND INTEREST ON THE BONDS AND THE
-) COSTS OF ANY CREDIT AGREEMENTS. THIS IS A PROPERTY
-) TAX INCREASE. REQUIRED STATEMENT FOR ALL SCHOOL
-) DISTRICT BOND PROPOSITIONS PURSUANT TO SECTION
-) 45.003, TEXAS EDUCATION CODE

GONZALES INDEPENDENT SCHOOL DISTRICT - PROPOSITION B

- FOR) THE ISSUANCE OF \$44,480,000 FOR THE CONSTRUCTION,
-) ACQUISITION, REHABILITATION, RENOVATION,
-) EXPANSION, IMPROVEMENT AND EQUIPMENT OF
-) ATHLETIC STADIUM FACILITES IN THE DISTRICT, AND
-) LEVYING AND IMPOSITION OF TAXES SUFFICIENT TO PAY
-) THE PRINCIPAL OF AND INTEREST ON THE BONDS AND THE
-) COSTS OF ANY CREDIT AGREEMENTS. THIS IS A PROPERTY
- AGAINST) TAX INCREASE. REQUIRED STATEMENT FOR ALL SCHOOL
-) DISTRICT BOND PROPOSITIONS PURSUANT TO SECTION
-) 45.003, TEXAS EDUCATION CODE.

Section 5. Voting. Electronic voting machines may be used in holding and conducting the Election on Election Day; provided, however, in the event the use of such electronic voting machines is not practicable, the Election may be conducted on Election Day by the use of paper ballots (except as otherwise provided in this section). Electronic voting machines or paper ballots may be used for early voting by personal appearance (except as otherwise provided in this section). As required by the Election Code, the District shall provide at least one accessible voting system in each polling place used in the Election. Such voting system shall comply with Texas and federal

laws establishing the requirement for voting systems that permit voters with physical disabilities to cast a secret ballot. Paper ballots may be used for early voting by mail.

Each voter desiring to vote in favor of the Proposition shall mark the ballot indicating "FOR" the Proposition, and each voter desiring to vote against the Proposition shall mark the ballot indicating "AGAINST" the Proposition. Voting will be conducted in accordance with the Election Code.

Section 6. Early Voting. Early voting, both by personal appearance and by mail, will be conducted in accordance with the Election Code. Early voting by personal appearance shall be conducted at the locations, on the dates and at the times as shown in **Exhibit B**. Early voting by personal appearance shall begin on Monday, October 23, 2023 and end on Friday November 3, 2023.

For the use of those voters who are entitled by law to vote early by mail, the early voting clerk shall provide each voter with a ballot with instructions to mark the ballot indicating their vote "FOR" or "AGAINST" the Proposition.

The Board hereby appoints the Administrators as the regular early voting clerks. The Administrator's contact information/delivery addresses for applications for ballots to be voted by mail and other matters related to the Election are as follows:

Name: Gwen Schaefer, Elections Administrator
Official Mailing Address: P.O. Box 1753, Gonzales, Texas 78629
Physical Address: 427 Saint George Street, Suite 306, Gonzales, Texas 78629
Applications for Ballot by Mail: elections@co.gonzales.tx.us
E-mail address: ea@gonzales.tx.us
Phone Number: 830-519-4054
Website Address: <https://www.co.gonzales.tx.us>

Name: Devante Coe, Elections Administrator
Official Mailing Address: 1403 Blackjack St. Ste A, Lockhart, Texas 78644
Physical Address: same as above
Applications for Ballot by Mail: CALDWELLC@CO.Caldwell.TX.US
E-mail address: devante.coe@co.caldwell.tx.us
Phone Number: 512-668-4347
Website Address: <https://www.co.caldwell.tx.us>

The Administrators are hereby authorized and directed to designate the respective early voting ballot board and other officers required to conduct early voting for the Election.

Section 7. Conduct of Election. The Election shall be conducted by election officers, including the precinct judges and alternate judges or clerks appointed by the Board, in accordance with the Election Agreements, the Education Code, the Election Code and the Constitution and laws of the State and the United States of America. The President of the Board, the Superintendent, and their respective designees, are authorized to enter into, execute and deliver one or more

Election Agreements, in accordance with applicable provisions of the Election Code. The terms and provisions of each Election Agreement are hereby incorporated into this Election Order. To the extent of any conflict between this Election Order and an Election Agreement, the terms and provisions of the Election Agreement shall prevail, and the President of the Board, the Superintendent, and their respective designees, are authorized to make such corrections, changes, revisions and modifications to this Election Order, including the exhibits hereto, as are deemed necessary or appropriate to conform to the Election Agreement, to comply with applicable state and federal law and to carry out the intent of the Board, as evidenced by this Election Order. The Administrators shall be responsible for establishing the central counting station for the ballots cast in the Election and appointing the personnel necessary for such station.

Section 8. Bilingual Election Materials. All notices, instructions, and ballots pertaining to the Election shall be furnished to voters in both English and Spanish and persons capable of acting as translators in both English and Spanish shall be made available to assist Spanish language speaking voters in understanding and participating in the election process.

Section 9. Delivery of Voted Ballots; Counting; Tabulation; Canvassing of Returns; Declaring Results. The ballots shall be counted by one or more teams of election officers assigned by the presiding judges, each team to consist of two or more election officers. After completion of their responsibilities under the Election Code, including the counting of the voted ballots and the tabulation of the results, the presiding judge shall make a written return of the Election results to the District in accordance with the Election Code. The Board shall canvass the returns and declare the results of the Election.

If a majority of the resident, qualified electors of the District voting at the Election, including those voting early, shall vote in favor of the Proposition, then the issuance and sale of the bonds described in the Proposition shall be authorized in the maximum amount contained therein, and the bonds shall be issued and sold at the price or prices and in such denominations determined by the Board to be in the District's best interest.

Section 10. Training of Election Officials. Pursuant to the Election Code, a public school of instruction for all election officers and clerks may be held as arranged or contracted by the Administrators.

Section 11. Notice of Election; Voter Information Document. Notice of the Election shall be given in the manner required by the Election Code and other applicable law. A voter information document for the Proposition in the form attached hereto is hereby approved, together with such revisions as may be approved by the Superintendent, and shall be posted as and if required by law. To the extent required by law, each notice of the Election shall include the District's internet website address, which is <https://www.sfisd.org/>.

Section 12. Notice of Meeting. The Board officially finds, determines, recites and declares that written notice of the date, hour, place and subject of the meeting at which this Election Order is adopted was posted on a bulletin board located at a place convenient to the public at the District's administrative offices for a least seventy-two (72) hours preceding the scheduled time of the meeting; that a telephonic or telegraphic notice of such meeting was given to all news media

who have consented to pay any and all expenses incurred by the District in connection with providing such notice, both as required by the Open Meetings Law, Chapter 551, Texas Government Code, as amended; and that such meeting was open to the public as required by law at all times during which this Election Order and the subject matter thereof was discussed, considered and formally acted upon.

Section 13. Mandatory Statement of Information.

(a) Pursuant to Section 3.009, Texas Election Code: (i) the proposition language that will appear on the ballot is set forth in Section 4 of this Election Order, (ii) the purposes for which the bonds are to be authorized are set forth in Section 3 of this Election Order, (iii) the principal amount of bonds to be authorized is set forth in Section 3 of this Election Order, (iv) if the issuance of bonds is authorized by voters, taxes sufficient, without limit as to rate or amount, to pay the principal of and interest on the bonds and the costs of any credit agreements may be imposed, as set forth in Section 3 of this Election Order, (v) bonds authorized pursuant to this Election Order may be issued to mature over a specified number of years (not to exceed the lesser of 40 years or the maximum number of years authorized by law) and bearing interest at the rate or rates (not to exceed 15%), as authorized by law and determined by the Board, (vi) as of the date of the adoption of this Election Order, the aggregate amount of outstanding principal of the District's debt obligations is \$17,970,000,000 and the aggregate amount of outstanding interest on the District's debt obligations is \$6,593,872, and (vii) the District's ad valorem debt service tax rate as of the date of adoption of this Election Order is \$0.069800 per \$100 valuation of taxable property.

(b) Based upon market conditions as of the date of this Election Order, the maximum net effective interest rate for any series of the bonds is estimated to be 4.25%. Such estimated maximum interest rate is provided as a matter of information, but is not a limitation on the interest rate at which the bonds, or any series thereof, may be sold. In addition, the estimate contained in this subsection (b) is (i) based on certain assumptions (including assumptions concerning prevailing market and economic conditions at the time(s) of issuance of the bonds) and derived from projections obtained from the District's financial advisor, (ii) subject to change to the extent that actual facts, circumstances and conditions prevailing at the time that the bonds are issued differ from such assumptions and projections, (iii) provided solely in satisfaction of the requirements of Section 3.009, Texas Election Code, and for no other purpose, without any assurance that such projections will be realized, and (iv) not intended to and does not give rise to a contract with voters or limit the authority of the Board to issue bonds in accordance with the Proposition submitted by this Election Order.

Section 14. Authority of the Superintendent. The Superintendent shall have the authority to take, or cause to be taken, all reasonable or necessary actions to ensure that the Election is fairly held and returns properly counted and tabulated for canvass by the Board, which actions are hereby ratified and confirmed. Without limiting the generality of the immediately preceding sentence, the Superintendent and their designees are hereby authorized to complete and update, as necessary, the exhibits attached hereto with any alterations or changes in or additions to the polling locations and other information, as necessary.

Section 15. Authorization to Execute. The President or Vice President of the Board is authorized to execute and the Secretary of the Board is authorized to attest this Election Order on behalf of the Board; and the President or Vice President of the Board is authorized to do all other things legal and necessary in connection with the holding and consummation of the Election.

Section 16. Effective Date. This Election Order is effective immediately upon its passage and approval.

PASSED AND APPROVED August 14, 2023.

President, Board of Trustees

ATTEST:

Secretary, Board of Trustee

Signature Page
Gonzales Independent School District
Order Calling Bond Election

EXHIBIT A

ELECTION DAY POLLING LOCATIONS

Election Day Date and Time: November 7, 2023, 7:00 am - 7:00 pm

For voters in Gonzales County:

<u>Pct. No.</u>	<u>Location:</u>
1, 14 & 15	Randle-Rather Building 427 St. George St., Gonzales, TX 78629
2 & 11	Emmanuel Fellowship & School 1817 St. Lawrence St., Gonzales, TX 78629
3,5,7 & 8	City Hall Gonzales 820 St. Joseph, Gonzales, TX 78629
4/6, 10 & 13	City Hall Nixon 302 E. Central, Nixon, TX 78140
9	Waelder Community Center 311 Hwy 90 W, Waelder, TX 78959
12	Riverside Community Center 200 St. Lawrence St., Gonzales, TX 78629

For voters in Caldwell County:

LOCATION	ADDRESS	PCT(S)
SOUTHSIDE CLUBHOUSE	1035 S. MAGNOLIA AVE LULING, TX 78648	201 / 202
MCNEIL BAPTIST CHURCH	14304 FM 1322 LULING, TX 78648	203

EXHIBIT B

EARLY VOTING POLLING LOCATIONS AND TIMES

For voters in Gonzales County:

Early Voting: October 23rd - October 27th, 2023, from 8:00 am - 5:00 pm
October 30th - November 1st, 2023, from 8:00 am - 5:00 pm
November 2nd and November 3rd, from 7:00 am - 7:00 pm

Early Voting Main Location: Randle Rather Building
427 St. George St.
Gonzales, TX 78629

Early Voting Temp. Location: City of Nixon Building
302 E Central
Nixon, TX 78140

Early Voting Temp. Location: Waelder City Hall
300 Hwy 90 W
Waelder, TX 78959

For voters in Caldwell County:

October 28, 2023: 7:00 am to 7:00 pm
October 29, 2023: 12:00 pm to 6:00 pm
October 30, 2023 through November 3, 2023: 7:00 am to 7:00 pm

Scott Annex: 1403 Blackjack St, Lockhart TX 78644

Luling Civic Center: 333 E. Austin St, Luling, TX 78648

VOTER INFORMATION DOCUMENT

GONZALES INDEPENDENT SCHOOL DISTRICT - PROPOSITION A

- [] FOR) THE ISSUANCE OF \$50,600,000 FOR THE CONSTRUCTION,
) ACQUISITION, REHABILITATION, RENOVATION,
) EXPANSION, IMPROVEMENT AND EQUIPMENT OF SCHOOL
) BUILDINGS IN THE DISTRICT, INCLUDING DISTRICT WIDE
) SAFETY, SECURITY, ACCESSABILITY AND LIFECYCLE
) PROJECTS, A CAREER AND TECHNICAL EDUCATION
) BUILDING AND AN AGRICULTURAL BARN, AND LEVYING
[] AGAINST) AND IMPOSITION OF TAXES SUFFICIENT TO PAY THE
) PRINCIPAL OF AND INTEREST ON THE BONDS AND THE
) COSTS OF ANY CREDIT AGREEMENTS. THIS IS A PROPERTY
) TAX INCREASE. REQUIRED STATEMENT FOR ALL SCHOOL
) DISTRICT BOND PROPOSITIONS PURSUANT TO SECTION
) 45.003, TEXAS EDUCATION CODE

1. Principal of the debt obligations to be authorized	\$50,600,000.00
2. Estimated interest for the debt obligations to be authorized	\$37,610,875.87
3. Estimated combined principal and interest required to pay on time and in full the debt obligations to be authorized	\$88,210,875.87
4. Principal of all outstanding debt obligations of the District*	\$17,790,000.00
5. Estimated remaining interest on all outstanding debt obligations of the District*	\$6,593,871.95
6. Estimated combined principal and interest required to pay on time and in full all outstanding debt obligations of the District*	\$24,563,871.95
7. Estimated maximum annual increase in the amount of taxes that would be imposed on a residence homestead in the District with an appraised value of \$100,000 to repay the debt obligations to be authorized, if approved, based upon assumptions made by the governing body of the District	\$40.63
8. Other information that the District considers relevant or necessary to explain the foregoing information	See major assumptions listed below.

* As of the date of adoption of the District's Order Calling School Building Bond Election (the "Bond Election Order").

Major assumptions for statements above, including statement 7:

(1) Assumed amortization of the District's debt obligations, including outstanding debt obligations and the proposed debt obligations:

Term	Principal	Interest	Total Proposed Debt Service	Total Proposed Debt Service + Existing Debt Service
25 years	\$50,600,000.00	\$37,610,875.87	\$88,210,875.87	\$112,774,747.85

(2) Assumes that the taxable assessed value within the District will grow at an average rate of 2.92% for the next six years and then be held constant for the remaining life of the bond program.

(3) Assumed interest rate on the debt obligations to be issued: 4.25 – 4.50%.

(4) Assumes a tax collection rate of 99.00%.

(5) As required by Section 1251.052, Texas Government Code, this Voter Information Document has been prepared for the proposition set forth in this Voter Information Document (the “Proposition”), which is being submitted to voters pursuant to an Order Calling School Building Bond Election (the “Bond Election Order”). In addition to the Proposition, one or more other propositions will be submitted to voters pursuant to the Bond Election Order (collectively, the Proposition and the other proposition(s) being referred to herein as the “Propositions”). The estimated maximum annual increase in the amount of taxes that would be imposed on a residence homestead in the District with an appraised value of \$100,000 to repay the debt obligations to be authorized pursuant to the Propositions, if all Propositions are approved, based upon the assumptions made by the governing body of the District in each of the respective voter information documents prepared for each of the Propositions, is \$76.35.

(6) Assumes state-mandated homestead exemption.

(7) Assumes homestead does not qualify for idiosyncratic exemptions, including, but not limited to, the state-mandated (a) \$10,000 homestead exemption for the elderly and disabled (for which tax payments are capped based on the homeowner’s tax payment in the year the exemption is obtained), and (b) homestead exemption for disabled veterans and their families, surviving spouses of members of the armed services killed in action and surviving spouses of first responders killed or fatally wounded in the line of duty.

(8) Assumes Permanent School Fund Guarantee of the proposed debt obligations.

(9) Numbers in (1) above only include the Proposition described above and existing debt. Please see the Voter Information Document for the other Propositions for the respective details thereof.

The estimates contained in this Voter Information Document are (i) based on certain assumptions (including the major assumptions listed above and assumptions concerning prevailing market and economic conditions at the time(s) of issuance of the bonds) and derived from projections obtained from the District’s financial advisor, (ii) subject to change to the extent that actual facts, circumstances and conditions prevailing at the time that the bonds are issued differ from such assumptions and projections, (iii) provided solely in satisfaction of the

requirements of Section 1251.052, Texas Government Code, and for no other purpose, without any assurance that such projections will be realized, and (iv) not intended to (and expressly do not) give rise to a contract with voters or limit the authority of the District to issue bonds in accordance with the Proposition(s) submitted by the District's Bond Election Order.

VOTER INFORMATION DOCUMENT

GONZALES INDEPENDENT SCHOOL DISTRICT - PROPOSITION B

- [] FOR) THE ISSUANCE OF \$44,480,000 FOR THE CONSTRUCTION,
) ACQUISITION, REHABILITATION, RENOVATION,
) EXPANSION, IMPROVEMENT AND EQUIPMENT OF
) ATHLETIC STADIUM FACILITIES IN THE DISTRICT, AND
) LEVYING AND IMPOSITION OF TAXES SUFFICIENT TO PAY
) THE PRINCIPAL OF AND INTEREST ON THE BONDS AND THE
) COSTS OF ANY CREDIT AGREEMENTS. THIS IS A PROPERTY
[] AGAINST) TAX INCREASE. REQUIRED STATEMENT FOR ALL SCHOOL
) DISTRICT BOND PROPOSITIONS PURSUANT TO SECTION
) 45.003, TEXAS EDUCATION CODE.

1. Principal of the debt obligations to be authorized	\$44,480,000.00
2. Estimated interest for the debt obligations to be authorized	\$33,061,892.46
3. Estimated combined principal and interest required to pay on time and in full the debt obligations to be authorized	\$77,541,892.46
4. Principal of all outstanding debt obligations of the District*	\$17,970,000.00
5. Estimated remaining interest on all outstanding debt obligations of the District*	\$6,593,871.95
6. Estimated combined principal and interest required to pay on time and in full all outstanding debt obligations of the District*	\$24,563,871.95
7. Estimated maximum annual increase in the amount of taxes that would be imposed on a residence homestead in the District with an appraised value of \$100,000 to repay the debt obligations to be authorized, if approved, based upon assumptions made by the governing body of the District	\$35.72
8. Other information that the District considers relevant or necessary to explain the foregoing information	See major assumptions listed below.

* As of the date of adoption of the District's Order Calling School Building Bond Election (the "Bond Election Order").

Major assumptions for statements above, including statement 7:

(1) Assumed amortization of the District's debt obligations, including outstanding debt obligations and the proposed debt obligations:

Term	Principal	Interest	Total Proposed Debt Service	Total Proposed Debt Service + Existing Debt Service
25 years	\$44,480,000	\$33,061,892.46	\$77,541,892.46	\$102,105,764.41

(2) Assumes changes that the taxable assessed value within the District will grow at an average rate of 2.92% for the next years and then be held constant for the remaining life of the bond program.

(3) Assumed interest rate on the debt obligations to be issued: 4.25% - 4.50%.

(4) Assumes a tax collection rate of 99.00%.

(5) As required by Section 1251.052, Texas Government Code, this Voter Information Document has been prepared for the proposition set forth in this Voter Information Document (the "Proposition"), which is being submitted to voters pursuant to an Order Calling School Building Bond Election (the "Bond Election Order"). In addition to the Proposition, one or more other propositions will be submitted to voters pursuant to the Bond Election Order (collectively, the Proposition and the other proposition(s) being referred to herein as the "Propositions"). The estimated maximum annual increase in the amount of taxes that would be imposed on a residence homestead in the District with an appraised value of \$100,000 to repay the debt obligations to be authorized pursuant to the Propositions, if all Propositions are approved, based upon the assumptions made by the governing body of the District in each of the respective voter information documents prepared for each of the Propositions, is \$76.35.

(6) Assumes state-mandated homestead exemption.

(7) Assumes homestead does not qualify for idiosyncratic exemptions, including, but not limited to, the state-mandated (a) \$10,000 homestead exemption for the elderly and disabled (for which tax payments are capped based on the homeowner's tax payment in the year the exemption is obtained), and (b) homestead exemption for disabled veterans and their families, surviving spouses of members of the armed services killed in action and surviving spouses of first responders killed or fatally wounded in the line of duty.

(8) Assumes Permanent School Fund Guarantee of the proposed debt obligations.

(9) Numbers in (1) above only include the Proposition described above and existing debt. Please see the Voter Information Document for the other Propositions for the respective details thereof.

The estimates contained in this Voter Information Document are (i) based on certain assumptions (including the major assumptions listed above and assumptions concerning prevailing market and economic conditions at the time(s) of issuance of the bonds) and derived from projections obtained from the District's financial advisor, (ii) subject to change to the extent that actual facts, circumstances and conditions prevailing at the time that the bonds are issued differ from such assumptions and projections, (iii) provided solely in satisfaction of the requirements of Section 1251.052, Texas Government Code, and for no other purpose, without any assurance that such projections will be realized, and (iv) not intended to (and expressly do not) give rise to a contract with voters or limit the authority of the District to issue bonds in accordance with the Proposition(s) submitted by the District's Bond Election Order.



Board of Trustees

Ross Hendershot III
President

Justin Schwausch
Vice President

Josie Smith-Wright
Secretary

Sandra Gorden

Gloria Torres

D'Anna Robinson

Ashley Molina

GISD School Board Agenda Information Sheet
October 30, 2023

ACTION ITEM

SUBJECT: Discuss and Consider Action to Approve the Caldwell County Elections Administrator.

ADMINISTRATOR RESPONSIBLE: Dr. Elmer Avellaneda, Superintendent

RATIONAL SUMMARY: Gonzales ISD administration is seeking approval to appoint Devante Coe as the regular early voting clerk for Caldwell County for the November Election.

ADMINISTRATION'S RECOMMENDATION: Approve

SAMPLE MOTION: *"I move that the Board of Trustees approve Devante Coe as the regular early voting clerk from Caldwell County for the November 2023 Election."*

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Board of Trustees

Ross Hendershot III
President

Justin Schwausch
Vice President

Josie Smith-Wright
Secretary

Sandra Gorden

Gloria Torres

D'Anna Robinson

Ashley Molina

GISD School Board Agenda Information Sheet
October ~~June~~ 30, 2023

ACTION ITEM

SUBJECT: Discuss and Consider Action to Approve the Joint Election Services Contract between Caldwell county on behalf of the Caldwell County Elections Administrator and Gonzales ISD

ADMINISTRATOR RESPONSIBLE: Dr. Elmer Avellaneda, Superintendent

RATIONAL SUMMARY: Gonzales ISD administration is seeking approval to enter in a Joint Election Services Contract between Caldwell County on behalf of the Caldwell County Elections Administrator and Gonzales ISD.

ADMINISTRATION'S RECOMMENDATION: Approve

SAMPLE MOTION: *"I move that the Board of Trustees approve the Joint Election Services Contract between Caldwell County on behalf of the Caldwell County Elections Administrator and Gonzales ISD"*

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**ELECTION SERVICES CONTRACT
BETWEEN
CALDWELL COUNTY
ON BEHALF OF THE CALDWELL COUNTY ELECTIONS ADMINISTRATOR
AND
GONZALES INDEPENDENT SCHOOL DISTRICT**

WHEREAS, pursuant to Section 41.001(d), Texas Election Code, a county elections administrator shall enter into a contract to furnish election services for a uniform election date when requested by a political subdivision;

WHEREAS, for non-uniform election dates, pursuant to Section 31.092(a), Texas Election Code, the county election administrator may enter into a contract with the governing body of a political subdivision situated wholly or partly in the county served by the county elections administrator in any one or more elections ordered by an authority of the political subdivision;

WHEREAS, pursuant to Section 31.094, Texas Election Code, an election services contract may provide for the county election administrator to perform or supervise performance of any or all of the corresponding duties and functions the elections administrator performs in connection with a countywide election ordered by a county authority, other than the exceptions enumerated in Section 31.096, Texas Election Code.

WHEREAS, the Caldwell County, Texas (the "County") is served by the Caldwell County Elections Administrator (the "Administrator");

WHEREAS, the undersigned political subdivision (the "Participating Entity") that conducts elections is situated wholly or partly within the political boundaries of the County.

WHEREAS, for the NOVEMBER 2023 uniform election date and associated subsequent elections, the Participating Entity request the County, on behalf of the Administrator, to contract for the performance of election services; and

WHEREAS, to promote uniform and consistent elections held within the County, to assist in the reduction of fraud, protection of the secrecy of the ballot, promotion of voter access, and to ensure all legally cast ballots are counted, the County and undersigned Participating Entity intend to enter into an election services contract.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the County and undersigned Participating Entity do hereby agree as follows:

**ARTICLE I
DEFINITIONS**

Section 1.01. "Contracted Election" means the NOVEMBER 2023 uniform election, as generally described in Section 41.001(a), Texas Election Code, and accompanying early voting period, and, if applicable, any post-election services including any associated runoff elections, recounts, election contests, elections to resolve a tie, and any early voting periods associated with post-election services.

Section 1.02. "Election Officer" means an election judge, alternate election judge, early voting clerk, presiding judge of an early voting ballot board, alternate presiding judge of an early voting ballot board, member of an early voting ballot board, chair of a signature verification committee, vice chair of a signature verification committee, member of a signature verification committee, presiding judge of a central counting station, alternate presiding judge of a central counting station, central counting station manager, central counting station clerk, tabulation supervisor, and assistant to a tabulation supervisor.

Section 1.03. "Election Clerk" means an election clerk, and deputy early voting clerk.

**ARTICLE II
PARTICIPATING ENTITY OBLIGATIONS**

Section 2.01. **RETAINED DUTIES.** Any duties and obligations not expressly transferred to the Administrator or the County under this agreement are retained by the Participating Entity. Nothing in this contract will be construed to authorize or permit a change in the office with whom or the place at which any document or recording related to the Contracted Election is to be filed, a Participating Entity's requirement to maintain office hours, or place at which any function of the canvass of the election returns is to be performed.

Section 2.02. **PRECLEARANCE FOR SPECIAL ELECTIONS.** If required by law, Participating Entity will be individually responsible for obtaining appropriate preclearance from the United States Department of Justice for any special elections.

Section 2.03. **APPOINTMENT OF EARLY VOTING CLERK.** Participating Entity, through its respective governing body, will appoint the Administrator to serve as the Early Voting Clerk for the Contracted Election.

Section 2.04. **DESIGNATION OF VOTER REGISTRAR.** Participating Entity, through its respective governing body, will appoint the Administrator to serve as the Voter Registrar for the Contracted Election.

Section 2.05. **APPOINTMENT OF ELECTION WORKERS.** Participating Entity, through its respective governing body, will appoint Election Officers and Election Clerks, as identified in Attachment 'C', pursuant to Section 4.09 of this contract.

Section 2.06. **ELECTION OFFICIAL COMPENSATION APPROVAL.** Participating Entity, through its respective governing body, will set any compensation for election officers at rates consistent with the election cost estimate attached to this contract as Attachment 'A'.

Section 2.07. **DESIGNATION OF CENTRAL COUNTING STATION.** Participating Entity, through its respective governing body, will designate the Caldwell County Elections Office, 1403 Blackjack Street, Lockhart, Texas 78644, as the Central Counting Station for the Contracted Election.

Section 2.08. **DESIGNATION OF POLLING PLACES.** Participating Entity, through its respective governing body, will designate the Administrator's office, 1403 Blackjack Street, Suite A, Lockhart, Texas 78644, as the main early voting polling place for the Contracted Election. Participating Entity, through its respective governing body, agrees to designate other polling places, including early voting polling places and temporary early voting polling places as recommended by the Administrator.

Section 2.09. **ELECTION ORDERS, NOTICES, AND LOCAL CANVASS.** Participating Entity will be responsible for the preparation, adoption, publication, and posting of all statutorily required election orders, notices, and other documents, including bilingual materials, evidencing action by the Participating Entity of all actions necessary to call and administer the Contracted Election, except as otherwise provided for in this contract. Participating Entity will conduct the local canvass.

Section 2.10. **BALLOTS.** Participating Entity will be responsible for the preparation information contained in English and Spanish ballots and sample ballots, including mail ballots, and, as applicable, will determine the names of the candidates, names of the offices sought, order of names on the ballot, propositions on the ballot, and the Spanish translation of the

offices and any propositions. This information will be provided to the Administrator no less than 60 days prior to any associated election day during the Contracted Election. Participating Entity is responsible for proofreading and, if necessary, notifying the Administrator of necessary corrections to proposed ballots and sample ballots, including mail ballots, as provided by the Administrator.

- Section 2.11. **UNIVERSAL SERIAL BUSESSES.** The universal serial buses ("USBs") containing the voted ballots for an election will be delivered to the Administrator's office at 1403 Blackjack Street, Suite A, Lockhart, Texas 78644, and the USBs will remain in the Administrator's custody, except that the County agrees to provide Participating Entity with the necessary documentation, if requested, for canvass of an election or in the event the voted ballots are required for a recount or any court proceedings in which a Participating Entity may be a party. The County agrees to maintain custody of the USBs containing the voted ballots for the period of time prescribed by the Texas Election Code. All USBs that are not placed in active voting equipment will remain locked in the Caldwell County Elections Office. USBs will not be replaced without being logged out and checked out by an Election Officer or Election Clerk at any time during an election. An audit shall be conducted to ensure that all USBs are present and accounted for. All replaced equipment will remain secured until after tabulation to ensure that all checks and balances have been satisfied.
- Section 2.12. **RETENTION OF FORMS.** All forms used in the conduct of the election, including but not limited to the poll list, signature roster, ballot registers, expense accounts, and all oaths and certificates, will be returned to the Administrator who shall keep them in his custody for the period prescribed by the Texas Election Code. The County agrees to furnish the Participating Entity with copies of any election documents upon the Participating Entity's request at no charge.
- Section 2.13. **APPLICATIONS FOR MAIL BALLOTS.** Participating Entity, through its respective governing body, will designate the Caldwell County Elections Office, 1403 Blackjack Street, Suite A, Lockhart, Texas 78644, to be the early voting clerk's mailing address to which ballot applications and ballots voted by mail will be sent. Applications for mail ballots sent to Participating Entity shall be promptly faxed to the Administrator or emailed to caldwellec@co.caldwell.tx.us for timely processing, with the original application forwarded to the Administrator for appropriate record retention.
- Section 2.14. **TRANSLATION.** Each Participating Entity is responsible for having its own election orders, resolutions, notices, or official ballot wording translated into the Spanish language if necessary.
- Section 2.15. **MAPS AND ANNEXATIONS.** Participating Entity will provide the Administrator with an updated map and street index, including address numbers, of its jurisdiction in an electronic format that is compatible with the mapping format used by the Administrator's office, and will provide notice to the Administrator of any new developments, annexations, de-annexations, and any other changes to the master voter registration list within the Participating Entity jurisdiction within the County.
- Section 2.16. **RECOUNT NOTICE.** Not later than 48 hours after it becomes aware that a recount is required by law or requested by a candidate, Participating Entity will provide notice to the Administrator that a recount must be conducted.
- Section 2.17. **ELECTION TO RESOLVE A TIE.** Notwithstanding any provision to the contrary, in the event an election is needed to resolve a tie vote, the Participating Entity and the Administrator will agree to an election date and early voting schedule in compliance with the Texas Election Code, with consideration given to other elections conducted by the Administrator. The

cost for implementing an election under this section will be attributed solely to the Participating Entity.

Section 2.18. **PRECINCT REPORTS TO THE SOS.** Participating Entity will prepare and file all required precinct reports with the Texas Secretary of State.

ARTICLE III COUNTY OBLIGATIONS

Section 3.01. **BACKGROUND CHECK.** The County will conduct a criminal background check (in accordance with statutory requirements) of any nominated Election Officer or Election Clerk who is expected to or scheduled to serve. Any person that does not satisfactorily pass the criminal background check or refuses to consent to a background check will be ineligible to serve in this Contracted Election. Failure to obtain a criminal background check does not release the Participating Entity's obligation for service rendered in good faith.

Section 3.02. **POLLING PLACES.** The County will enter into lease agreements for polling places, including temporary branch polling locations, to effect this contract. Participating Entity agrees to reimburse the County for expenses associated with any lease agreements for polling places.

ARTICLE IV ADMINISTRATOR DUTIES

Section 4.01. **ELECTION SUPERVISOR.** The Administrator will coordinate, supervise, and conduct all aspects of administering voting in connection with the Contracted Election in compliance with all applicable laws.

Section 4.02. **POLLING PLACES.** The Administrator will arrange for election day polling places, and the hours and location of early voting polling places, including temporary branch polling places. The Administrator will arrange for the physical preparation of each polling place, including tables, chairs, and voting booths.

Section 4.03. **NOTICE OF PREVIOUS POLLING PLACE.** As necessary, The Administrator will post physical notices of a change in polling places as required by Section 43.062, Texas Election Code. Participating Entity will be responsible for any other notice requirements under Section 43.061, Texas Election Code.

Section 4.04. **ELECTION SUPPLIES.** The Administrator shall, as necessary to conduct the Contracted Election, procure, prepare, and distribute election supplies to Election Officers for use at their respective polling locations during the Contracted Election.

Section 4.05. **EARLY VOTING CLERK.** Pursuant to Sections 31.096 and 32.097(b), Texas Election Code, the Administrator will serve as the Early Voting Clerk for the Contracted Election, and will supervise and conduct the early voting by mail and by personal appearance as follows:

- (a) Appoint personnel to serve as early voting deputy clerks;
- (b) Publish notice of early voting polling places, including temporary branch polling places;
- (c) Receive and process mail ballot applications on behalf of the Participating Entity in accordance with Title 7, Texas Election Code, at the Caldwell County Elections Office, 1403 Blackjack Street, Suite A, Lockhart, Texas 78644;
- (d) Secure and maintain early voting ballots at the Caldwell County Elections Office, 1403 Blackjack Street, Suite A, Lockhart, Texas 78644, or other location as necessitated by County reorganization;

- (e) Coordinate the Early Voting Ballot Board to meet at the Caldwell County Elections Office, 1403 Blackjack Street, Suite A, Lockhart, Texas 78644;
- (f) Publish electronic notice of the Signature Verification Committee meeting, pursuant to Chapter 87.121(i)(1), Texas Election Code;
- (g) Publish notice, including electronic notice, of the Early Voting Ballot Board meeting, pursuant to Chapter 87.027, Texas Election Code;
- (h) Publish notice, including electronic notice, that voting materials have been delivered to the signature verification committee and early voting ballot board, pursuant to Sections 87.0221, 87.0222, 87.0223, 87.023, 87.024, and 87.027(h), Texas Election Code.

Section 4.06. **ELECTION DAY DUTIES.** For each election day during the Contracted Election, not including early voting periods, the Administrator will coordinate, supervise, and conduct the election as follows:

- (a) Make himself available from 6:00A.M. until the completion of vote counting to render guidance, technical support, and assistance to voters, Election Officials, Election Clerks, and Participating Entity;
- (b) Prepare and conduct post-election intake of election equipment, supplies, and records;
- (c) Serve as central counting station manager and tabulation supervisor;
- (d) Count votes in conjunction with the Early Voting Ballot Board and Central Counting Station judges;

Section 4.07. **ELECTION NIGHT REPORTS.** The Administrator will prepare the unofficial and official tabulation of precinct results, as follows:

- (a) Periodically make a public announcement of the current state of the unofficial tabulation, at www.co.caldwell.tx.us/page/caldwell.ElectionsOffice;
- (b) Provide unofficial early voting precinct results and election day precinct results to Participating Entity as soon as administratively possible, but not earlier than the close of all polling places on the associated election day;
- (c) Reconvene the Early Voting Ballot Board after election day as necessary to determine the disposition of timely provisional votes and late mail ballots, and to resolve any issues with such ballots;
- (d) Promptly after final disposition of provisional votes and late mail ballots, the Administrator will retally and update the unofficial and official tabulation of precinct results with accepted provisional votes and resolved mail ballots, and provide new unofficial and official tabulations to the Participating Entity.

Section 4.08. **ELIGIBILITY OF ELECTION WORKERS.** The Administrator will notify all Election Officers and Election Clerks about the eligibility requirements contained in Title 3, Subchapter C, Texas Election Code, and Section 271.005, Texas Election Code. The Administrator will take necessary steps to ensure that all Election Officers and Election Clerks nominated to serve during the Contracted Election are qualified and eligible to serve.

Section 4.09. **NOMINATION OF ELECTION OFFICERS.** Administrator will provide to Participating Entity a list of persons to serve as Election Officers for the Contracted Election, attached as Attachment 'C'. If a person becomes unable or unwilling to serve as an Election Officer, the Administrator will nominate a replacement and, within 2 business days after amending Attachment 'C', forward the amended Attachment 'C' to the Participating Entity for appointment of the new nominee. Notwithstanding Section 7.08 of this contract, the County may update Attachment 'C' on receipt of a written communication from an appointed or nominated Election Officer indicating an inability or unwillingness to serve as an Election Officer.

- Section 4.10. **NOTIFICATION OF APPOINTMENT TO ELECTION OFFICERS.** Within 72 hours of receiving notice of appointed Election Officers from Participating Entity, the Administrator will notify each appointed election officer of said appointment. The notification will also include the assigned polling station, the date of the election officer's election training(s), the date and time of the Contracted Election, the rate of compensation, the number of clerks the judge may appoint, the eligibility requirements for election clerks, and a list of nominated election clerks.
- Section 4.11. **ELECTION TRAINING.** The Administrator will be responsible for conducting training for election officers and election clerks, as required by applicable law.
- Section 4.12. **CENTRAL COUNTING STATION.** The Administrator will establish a central counting station to receive and tabulate ballots cast during the Contracted Election under Chapter 127, Texas Election Code. The central counting station will be located at the Caldwell County Elections Office, 1403 Blackjack Street, Lockhart, Texas 78644.
- Section 4.13. **LOGIC AND ACCURACY TESTING.** In advance of Early Voting, the Administrator, the tabulation supervisor, and other members the Administrator designates for the testing board shall conduct all logic and accuracy testing in accordance with applicable law and guidance provided by the Office of the Texas Secretary of State. The Administrator will be responsible for the publication of any required notice for logic and accuracy testing.
- Section 4.14. **REGISTERED VOTER LIST.** The Administrator will provide lists of registered voters as required by law for use during the Contracted Election.
- Section 4.15. **POLLING EQUIPMENT.** The Administrator will prepare and distribute the Elections Systems & Software ("ES&S") Polling Equipment for the Contracted Election, with each polling location to have at least one voting machine that is accessible to disabled voters.
- Section 4.16. **BALLOTS.** The Administrator will be responsible for the printing, programming, and distribution of English and Spanish ballots and sample ballots, including mail ballots, based on the information provided by Participating Entity pursuant to Section 2.10 of this contract. The Administrator will deliver the proposed ballots to Participating Entity for approval prior to the printing, programming, and distribution of English and Spanish ballots and sample ballots, including mail ballots.
- Section 4.17. **CUSTODIAN OF ELECTION RECORDS.** The Administrator will serve as the general custodian for election records and will maintain and preserve election records generated as part of the Contracted Election, as required by law. Access to the election records will be available to Participating Entity as well as to the public in accordance with the Texas Public Information Act, Chapter 552, Texas Government Code. Third-party notice to Participating Entity, pursuant to Chapter 552, will be provided subject to Section 7.04 of this contract.
- Section 4.18. **DELEGATION OF DUTIES.** The Administrator may, at his discretion, assign a deputy elections administrator to perform any of the contracted services.
- Section 4.19. **TIMELY PERFORMANCE.** The Administrator will perform all election services in compliance with all time requirements set out in the Texas Election Code subject to the date of Participating Entities execution of this contract and Section 7.05 of this Contract.
- Section 4.20. **THIRD-PARTY CONTRACTS.** Pursuant to Section 31.098, Texas Election Code, the County is authorized to contract with third-parties for election services and supplies, to be included in any final invoice submitted to Participating Entity for payment subject to Section 6.04 of this contract.

**ARTICLE V
TERM AND WITHDRAWAL**

- Section 5.01. **INITIAL TERM.** The initial term of the contract will commence on the last party's execution hereof, and expires on the County's receipt of Participating Entity's payment-in-full of a final invoices submitted by the Administrator.
- Section 5.02. **TERMINATION BY PARTICIPATING ENTITY.** Participating Entity may terminate this contract by delivering to the Administrator any certifications and declarations required under Subchapters C or D, Chapter 2, Texas Election Code. Delivery of said necessary certifications or declarations must be provided by the statutory deadlines prescribed by the Texas Elections Code. Participating Entity will be billed for any expenses incurred or obligated prior to the Administrator's receipt of said necessary certifications and declarations. A Participating Entity's obligation to pay for any expenses incurred or obligated prior to termination, subject to Section 6.04 of this contract, survives expiration, termination, or cancellation of this contract until paid-in-full by Participating Entity.

**ARTICLE VI
COSTS AND PAYMENT**

- Section 6.01. **ESTIMATED COST.** Participating Entity acknowledges that the estimate contained in Attachment 'A' is an estimate ONLY, and any required payment reflected in the final invoice may differ.
- Section 6.02. **FINAL INVOICE.** Final election expenses, as calculated pursuant to Section 6.04 of this contract, will be determined within 120 business days after the conclusion of the Contracted Election. The Administrator will provide Participating Entity with a final invoice.
- Section 6.03. **PAYMENT DATE.** An invoice for election services submitted by the Administrator to Participating Entity is due and payable to the address set forth in the invoice within 30 days from the date of its receipt by Participating Entity. This provision survives expiration, termination, or cancellation of this contract until paid-in-full by Participating Entity.
- Section 6.04. **ADMINISTRATIVE FEE.** As authorized by Section 31.100, Texas Election Code, a general supervisory fee not to exceed 10% of the total cost of the election will be assessed, and not less than \$75.00.
- Section 6.05. **PAYMENT FROM CURRENT REVENUES.** Each Party paying for the performance of governmental functions or services under this contract will make payments from current revenues available to the paying party.

**ARTICLE VII
MISCELLANEOUS**

- Section 7.01. **CONTRACT COPIES TO AUDITOR AND TREASURER.** Pursuant to Section 31.099, Texas Election Code, the Administrator will file a copy of this executed contract with the Caldwell County Auditor and the Caldwell County Treasurer within 10 days of the execution date.
- Section 7.02. **SEVERABILITY.** If any provision 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 provisions of this contract in accordance with the intent of the parties to this contract as expressed in the terms and provisions.

Section 7.03. **FORCE MAJEURE.** Either of the parties to this Agreement shall be excused from any delays and/or failures in the performance of the terms and conditions of this Contract, to the extent that such delays and/or failures result from causes beyond the delaying/failing party's reasonable control, including but not limited to war (whether declared or not), armed conflict or the serious threat of the same (including but not limited to hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization, civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience, act of terrorism, sabotage or piracy; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine, social distancing, isolation or other behavioral restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization; act of God or natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, earthquake, landslide, flood, damage or destruction by lightning, drought; explosion, fire, destruction of machines, equipment and of any kind of installation, prolonged breakdown of transport, telecommunication or electric current; shortage or inability to obtain critical material or supplies to the extent not subject to the reasonable control of the subject party ("force majeure event ") whether foreseeable or unforeseeable by the parties at the time of the execution of this Agreement. Any delaying/failing party shall, with all reasonable diligence, attempt to remedy the cause of delay and/or failure and shall recommence all remaining duties under this Agreement within a reasonable time of such remedy, or, when applicable, on the next available dates under the Texas Election Code.

Section 7.04. **NOTICE.** Any addendum to, change or modification of, clarification of, or termination of this contract requires written notice to and written approval by Caldwell County. Whenever this contract requires any consent, approval, notice, request, or demand, the writing must be delivered to the party intended to receive it, as provided in Attachment 'B'. Any required writing under this Section will be deemed to have been given when personally delivered or, if mailed, 72 hours after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, property addressed to the contact person identified in Attachment 'B'. Notwithstanding this Section and Section 7.08 of this contract, the County may update Attachment 'B' on receipt of a written communication from a Participating Entity designating new contact information. Within two business days after Attachment 'B' is amended, the Administrator will send each Participating Entity a copy of the amended attachment.

Section 7.05. **LIABILITY.** All parties to this contract agree to be responsible, in accordance with applicable state or federal law, each for their own negligent acts or omissions, or other tortious conduct in the course of performance of this contract without waiving any sovereign immunity, governmental immunity, statutory immunity, or other defenses available to the parties under federal or state law. Nothing in this paragraph will be construed to create or grant any rights, contractual or otherwise, in or to any third persons. All parties agree that any such liability or damages occurring during the performance of this contract caused by the joint or comparative negligence of the parties, or their employees, agents, or officers will be determined in accordance with comparative responsibility laws of Texas, but only to the extent such laws are applicable to the party.

Participating Entity acknowledges that County is mandated by Section 31.093 of the Texas Election Code to enter into a contract to furnish election services if so requested by a political subdivision of the State of Texas. Participating Entity further acknowledges that it is such a political subdivision, that it has requested the County to enter into a contract to furnish election services and that, through no fault of County, its officers, agents, and employees, County is not able to comply with certain statutory deadlines and timing requirements. Therefore, Participating Entity generally releases County, including

its officers, agents, and employees, from liability and waives all claims against County for any liability or claim that arises out of this contract resulting from County's inability to meet statutory deadlines and timing requirements reasonably resulting from the date of Participating Entity's execution of this contract.

To the extent permitted by law, if legal action is filed against a party to this contract, that party shall be solely responsible for their own respective costs and defense of that suit.

- Section 7.06. **CHOICE OF LAW.** This contract will be governed and interpreted by the laws of the State of Texas.
- Section 7.07. **VENUE AND JURISDICTION.** Venue will lie in the district courts serving Caldwell County Texas, and are the exclusive jurisdiction and venue for any lawsuit, cause of action, temporary restraining order, temporary injunction, injunction, petition for extraordinary relief, mandamus, or any other legal proceeding or claim arising out of the performance of this contract.
- Section 7.08. **ENTIRE CONTRACT.** This contract, including any exhibits or attachments, contains the entire agreement between the Administrator, the County, and the Participating Entity concerning the duties required by this contract. The Administrator and each Participating Entity hereby expressly warrant and represent that they are not relying on any promises or agreements that are not contained in this contract concerning any of the terms in this contract. Except otherwise specified in this contract, no modification, amendment, novation, renewal, or other alteration of this contract shall be effective unless mutually agreed upon in writing and executed by the Parties hereto.
- Section 7.09. **PLURALITY, GENDER, AND HEADINGS.** In this contract, words in the singular number include the plural, and those in the plural include the singular. Words of any gender also refer to any other gender. Headings in this contract are descriptive only, and not terms of inclusion or exclusion.
- Section 7.10. **RELATIONSHIP OF PARTIES.** The Participating Entity, including their agents or employees, are independent contractors and are not an agent, servant, joint enterpriser, joint venturer, or employee of the Administrator or the County, and are responsible for their own acts, forbearance, negligence, and deeds, and for those of their agents or employees in conjunction with the performance of services covered under this contract. The Participating Entity represent that they have, or will secure at their own expense, all personnel and consultants required in performing the services herein. Such personnel and consultants shall not be employees of or have any contractual relationship with the Administrator or the County.
- Section 7.11. **DEFAULT, CUMULATIVE RIGHTS, AND MITIGATION.** It is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this contract are cumulative, and no party's use of any right or remedy will preclude or waive its right to any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance, or otherwise. All parties have a duty to mitigate damages.
- Section 7.12. **REVIEW BY COUNSEL.** The County and Participating Entity acknowledge that each party has received and had the opportunity to review this contract, and each party has had the opportunity, whether exercised or not, to have each respective party's attorneys review this contract. The parties agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this contract, or any amendments or exhibits hereto.

Section 7.13. **SIGNATORY WARRANTY.** The signatories for the County, the Administrator, and Participating Entity represent that each has the full right, power, and authority to enter into and perform this contract in accordance with all of its terms and conditions, and that the execution and delivery of this contract has been made by authorized representatives of the Participating Entity to validly and legally bind Participating Entity to all terms, performances, and provisions set forth in this contract.

**[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]
[SIGNATURES FOLLOW ON NEXT PAGE]**

Section 7.14. **COUNTERPARTS.** This contract may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

IN WITNESS HEREOF, the parties hereto have executed this contract on this the ____ day of _____, 20____.

CALDWELL COUNTY, TEXAS:

Attest:

Hoppy Haden
Caldwell County Judge

Teresa Rodriguez
Caldwell County Clerk

Devante Coe
Caldwell County Elections Administrator

PARTICIPATING ENTITY:

Attest:

Name: _____
Title: _____
Gonzales County Independent School District

Name: _____
Title: _____
Gonzales County Independent School District

APPENDIX 'A'
ESTIMATED COSTS FOR CONTRACTED ELECTION

CALDWELL COUNTY ELECTION SERVICES CONTRACT COSTS

**Gonzales Isd
GENERAL ELECTION
Tuesday, November 7, 2023**

ESTIMATE

Item #	Costs/Services	Cost Estimate
1.	B1. Ballots	\$ 170.00
2.	B2. Programming/Testing	\$ 1,699.25
3.	B3. Publication of Test	
4.	B4. Tech Support	\$ -
5.	B5. Election Kits	\$ 25.00
6.	B6. Rental of Voting Equip	\$ 450.00
7.	B7. Rental of Non-county Equipment	\$ -
8.	B8. Prep and Transport	\$ 200.00
9.	B9. Polling Place Rental	
10.	B10. Election Day Judges/Clerks	\$ 186.59
11.	B11. Pickup and Delivery Fee(Returns)	\$ 2.01
12.	B12. Early Voting Personnel	\$ 146.03
13.	B13. Central Count Staff	\$ 10.55
14.	B14.	\$ -
15.	B15. Central Count Personnel	\$ 7.54
16.	B16. Early Voting Ballot Board/SVC	\$ 15.83
17.	B17. Late Board Personal	\$ 12.31
18.	B18. Supplies	\$ -
19.	B19. Communication	\$ 2.26
20.	B20. Postage	\$ 0.50
21.	B21. Legal Fees	\$ -
22.	B22. Security	\$ 3.77
23.	B23. Special Request	\$ -
	Subtotal	\$ 2,931.65
	Administrative Fee	\$ 293.16
	Total	\$ 3,224.81

Printed:
10/24/2023

Devante Coe
Elections Administrator
Caldwell County
1403 Blackjack St. S
Lockhart, TX 78644

ATTACHMENT 'B'
NOTICE INFORMATION FOR PARTIES

Attachment B

Point of Contact for ():

Printed Name of Official: _____

Officials Mailing Address: _____

Officials Email Address: _____

Official Contact Number: _____

Can this Contact Number be used after Afterhours? If not, is there an after-hours contact number?

After Hours Contact Number: _____

After Hours Officials Name(If Different from above):

Signature of () Authorizing Authority

Title of Authorizing Authority

ATTACHMENT 'C'
LIST OF ELECTION OFFICERS AND ELECTION CLERKS



Board of Trustees

Ross Hendershot III
President

Justin Schwausch
Vice President

Josie Smith-Wright
Secretary

Sandra Gorden

Gloria Torres

D'Anna Robinson

Ashley Molina

GISD School Board Agenda Information Sheet
November 1, 2023

ACTION ITEM

SUBJECT: Discuss and Consider Action to Approve the Resolution Authorizing the Lease of a Portion of Real Property and Improvements to the County of Gonzales to Promote a Public Purpose.

ADMINISTRATOR RESPONSIBLE: Amanda Smith, Chief Financial Officer;
Dr. Elmer Avellaneda, Superintendent of Schools

RATIONAL SUMMARY: Gonzales ISD administration is seeking approval to Authorize the Lease of a Portion of Real Property and Improvements to the County of Gonzales to Promote a Public Purpose(PACE Building).

ADMINISTRATION'S RECOMMENDATION: Approve

SAMPLE MOTION: *"I move that the Board of Trustees approve The Resolution Authorizing the Lease of a Portion of Real Property and Improvements to the County of Gonzales to Promote a Public Purpose"*

**GROWING
GREATNESS**

Our Students. Our Future.

**THE BOARD OF TRUSTEES OF
THE GONZALES INDEPENDENT SCHOOL DISTRICT**

**RESOLUTION AUTHORIZING LEASE OF A PORTION OF REAL PROPERTY
AND IMPROVEMENTS
TO THE COUNTY OF GONZALES TO PROMOTE A PUBLIC PURPOSE**

WHEREAS, the Board of Trustees of Gonzales Independent School District (“the District”) has determined that the following portion of real property (the storage building area only) (“the Property”) is not necessary to meet the current and foreseeable needs of the District for educational purposes other than those specified herein:

The storage building and area immediately due West of the storage building, within the parameters of the bus and teacher driveways and the area due North of the building located within the teacher parking lot and bus driveway, on the East side of the Gonzales Elementary School campus (said campus has an address of 1600 Saint Andrew) Gonzales, Texas 78629;

WHEREAS, the Board of Trustees has determined that the Property has previously been leased to and should again be leased to the County of Gonzales (“the County”) because the County desires to continue to provide District students with routine access during the school year to learning opportunities and consultation from the Gonzales Master Gardeners Association, and, further of interest to the District, that the storage building and immediate surrounding area (said area shall be utilized by the County for gardens only) on the Property shall be improved and generally maintained by the County as set forth in the lease, and the District will have the benefit of such improvements when it reverts to the District’s use, and as such, the Property will be used to promote and maintain the public purpose set forth herein;

WHEREAS, the Board of Trustees has determined that the District would benefit from the County’s use and lease of the Property by having the Property improved and maintained, the learning opportunities for the students, and also having the Property available for the District’s use, without the cost and expense of significant maintenance and even improvements; and now, therefore

Be it resolved,

1. That the findings and recitals in the preamble of this Resolution are hereby found to be true and correct and are hereby approved and adopted.
2. That the Board of Trustees of the Gonzales Independent School District approves and authorizes the lease of the Property described in Exhibit A, as a lease designed to promote and maintain the public purpose set forth herein.
3. That sufficient written notice of the date, time, place and subject of the meeting of the Board of Trustees of the Gonzales Independent School District at which this Resolution was

adopted was posted at a place convenient and readily accessible at all times to the general public for the time required by law preceding this meeting, as required by Chapter 551, Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Resolution and the subject matter thereof has been discussed, considered and formally acted upon. The Board of Trustees further ratifies, approves and confirms such written notice and posting thereof.

CERTIFICATE FOR RESOLUTION

I hereby certify that the foregoing resolution was presented to the Board of Trustees of the Gonzales Independent School District during a meeting on October 30, 2023. A quorum of the Board of Trustees being then present, it was then duly moved and seconded that the resolution be adopted, and such resolution was then adopted according to the following vote:

Ayes: _____
Nays: _____
Abstentions: _____

To certify which, witness my hand and the official seal of the District this 30th day of October 2023.

Ross Hendershot, III, President

Josie Smith-Wright, Secretary

THE STATE OF TEXAS §
 § ACKNOWLEDGMENT
COUNTY OF GONZALES §

BEFORE ME, a Notary Public, on this day personally appeared Ross Hendershot, III, known to me to be the person whose name is subscribed to the foregoing instrument, and having been sworn, upon his oath stated that he is the President of the Board of Trustees of the Gonzales Independent School District; that he was authorized to execute such instrument pursuant to resolution of the Board of Trustees adopted on October 30, 2023 and that said instrument is executed as the free and voluntary act and deed of such governmental unit for the purposes expressed therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 30th day of October 2023.

Notary Public, State of Texas

EXHIBIT A

Lease

Date: _____, 2023

Landlord: Board of Trustees of the Gonzales Independent School District,
a Texas Independent School District and Political Subdivision of the
State of Texas

Landlord's Address: P.O. Box 157, Gonzales, Texas 78629

Tenant: County of Gonzales, a Political Subdivision of the State of Texas

Tenant's Address: 414 St. Joseph Street, Gonzales, Texas 78629

The above addresses will be used for purposes of Notice under the Lease.

Premises: The Premises (also referred to as "Leased Premises") consist of:

The storage building and area immediately due West of the storage building, within the parameters of the bus and teacher driveways and the area due North of the building located within the teachers parking lot and bus driveway, on the East side of Gonzales Elementary School campus (said campus has an address of 1600 Saint Andrew) Gonzales, Texas 78629.

Term (months): The Initial Term of this agreement shall be for one (1) year beginning from the date the Landlord approves and executes the agreement.

Renewal: Upon the mutual agreement of the Landlord and Tenant, the term of this agreement may be renewed for up to an additional eight (8) one-year terms, if mutually agreed upon by Landlord and Tenant at least six (6) months prior to the end of the Initial Term or any of the one-year renewal terms, with the extended term to begin on the day following the expiration date of the Initial Term.

Termination: This agreement may be terminated by Landlord for any of the following conditions: (1) Landlord determines that it requires the Premises for its own purpose at any time, upon six (6) months' notice to Tenant; or (2) Tenant fails to make payment pursuant to this agreement, including failure to provide Additional Consideration.

Exceptions to Conveyance of Leasehold Interest and Warranty:

THE PROPERTY IS LEASED TO AND ACCEPTED BY TENANT IN ITS PRESENT CONDITION, AS IS, WHERE IS, WITH ALL FAULTS AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, AND TENANT EXPRESSLY ACKNOWLEDGES THAT THE RENTAL PRICE REFLECTS SUCH CONDITION. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE LEASE OF THE PROPERTY IS WITHOUT ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION, AGREEMENT, STATEMENT OR EXPRESSION OF OPINION (OR LACK THEREOF) OF OR WITH RESPECT TO: (A) THE CONDITION OF THE PROPERTY OR ANY ASPECT THEREOF, INCLUDING, WITHOUT LIMITATION, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES RELATED TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE; (B) THE INCOME TO BE DERIVED FROM THE PROPERTY; (C) THE COMPLIANCE WITH ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (D) THE SOIL CONDITIONS, WATER, DRAINAGE, TOPOGRAPHICAL FEATURES OR OTHER CONDITIONS OF THE PROPERTY OR WHICH AFFECT THE PROPERTY; (E) ANY CONDITIONS RELATING TO OR ARISING FROM ANY ARCHAEOLOGICAL OR HISTORIC SITE, CEMETERY, BURIAL GROUND, ENDANGERED SPECIES HABITAT, OR OTHER SUCH CONDITION WHICH MAY AFFECT THE PROPERTY; (F) AREA, SIZE, SHAPE, CONFIGURATION, LOCATION, CAPACITY, QUANTITY, QUALITY, VALUE, CONDITION OR COMPOSITION OF THE PROPERTY; (G) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY; (H) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY; (I) ANY ENVIRONMENTAL, GEOLOGICAL, METEOROLOGICAL, STRUCTURAL OR OTHER CONDITION OR HAZARD OR THE ABSENCE THEREOF HERETOFORE, NOW OR HEREAFTER AFFECTING IN ANY MANNER ANY OF THE PROPERTY; AND (J) ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES BY LANDLORD WHATSOEVER. TENANT HAS MADE ITS OWN PHYSICAL INSPECTION OF THE PROPERTY AND HAS SATISFIED ITSELF AS TO THE CONDITION OF THE PROPERTY FOR TENANT'S INTENDED USE.

Base Rent : One Dollar (\$1.00), payable annually, in advance, on the Commencement Date.

Security Deposit: No cash deposit required.

Additional Consideration: As Additional Consideration (in addition to the Base Rent), Tenant shall renovate and improve upon the storage building, and maintain the Premises in order to promote and maintain the public purpose as set forth herein. Tenant shall use and maintain the Premises as set forth herein, therefore providing Landlord's students with daily access during the school year to learning opportunities and educational consulting with the Gonzales Master Gardeners Association. Tenant shall further improve upon the Premises, and Landlord will have the benefit of such improvements when the Premises revert back to Landlord's uses.

Permitted Use: Upon approval of Landlord, Tenant may use the Premises for programs developed by the AgriLife Extension of the Texas A&M University System with emphasis on

the Jr. Master Gardener curriculum. The programs shall be coordinated and approved by designated faculty and staff as directed by the principal of Gonzales Elementary School, in collaboration with members of the Gonzales Master Gardeners Association, for the benefit of Landlord's students. The leased premises may also be used for the location of a Green House, a planting shed, and related facilities and activities. The area around the improvements located on the Premises may be used by Landlord's students for gardening projects as directed by the Gonzales Master Gardeners Association in collaboration with the AgriLife Extension of the Texas A&M University System.

Tenant may not use all or any part of the Premises for any use or purpose that violates any valid and applicable law, regulation, or ordinance of the United States, the State of Texas, the County of Gonzales, the City of Gonzales or other lawful authority with jurisdiction over the Premises. Further, Tenant and Tenant's employees, agents, and invitees shall not use, possess, distribute, or sell illicit or unprescribed controlled drugs or drug paraphernalia, or misuse legitimate prescription drugs on the Premises. Tenant, its employees, agents, and invitees shall not use, possess, distribute, or sell alcoholic beverages on the Premises. Tenant will comply with all applicable federal, state, and local drug and alcohol related laws and regulations (e.g., Department of Transportation regulations, Department of Defense Drug-free Workplace Program, Drug-Free Workplace Act of 1988), as well as all Gonzales ISD's policies. Landlord has also banned the presence of all weapons on the Premises, whether the owner thereof has a permit for a concealed weapon or not.

Signage: Tenant may be permitted to place one or more signs on the Premises, upon written approval of Landlord, and so long as said signs comply with all rules ordinances and regulations of all governmental agencies having jurisdiction over the Premises. Landlord's existing signs, if any, on the Premises may be removed and disposed of by Tenant at Tenant's sole expense and discretion.

Tenant's Rebuilding Obligations: All partitions, walls, ceiling systems, wiring, light fixtures, floors, finishes, wall coverings, floor coverings, signs, doors, hardware, windows, window coverings, plumbing, heating, ventilating, and air-conditioning equipment, and other improvements originally installed in the Premises by Tenant.

Construction/Renovation: Any and all construction or renovation by Tenant to the Premises will be subject to approval by Landlord.

Definitions:

Injury means (a) harm to or impairment or loss of property or its use, (b) harm to or death of a person, or (c) "personal and advertising injury" as defined in the form of liability insurance Tenant is required to maintain.

Landlord means Landlord and its agents, employees, invitees, licensees, or visitors.

Rent means Base Rent plus any other amounts of money payable by Tenant to Landlord.

Tenant means Tenant and its agents, contractors, employees, invitees, licensees, or visitors.

Clauses and Covenants:

A. Tenant agrees to:

1. Lease the Premises for the entire Term.
2. Accept the Premises in their present condition "AS IS" the Premises being currently suitable for the Permitted Use. Tenant represents that it has had full opportunity to examine the Leased Premises. Except for environmental matters not caused by or reasonably discoverable by Tenant prior to the commencement of this Lease Agreement, Tenant's taking possession of the Leased Premises shall be conclusive evidence of Tenant's acceptance thereof in an "AS IS" condition. Tenant agrees that no representations regarding the condition of the Leased Premises and no promises to improve same, either before or after the execution hereof, have been made by Landlord or its agents, to Tenant, unless contained herein or made a part hereof by specific reference.
3. Obey (a) all applicable laws relating to the use, condition, and occupancy of the Premises and Building and (b) any requirements imposed by utility companies serving or insurance companies covering the Premises.
4. Pay Base Rent and provide the Additional Consideration as provided herein to Landlord at Landlord's Address.
5. Pay for any and all utility installation costs and ongoing utility charges for the Premises.
6. Allow Landlord to enter the Premises to perform Landlord's obligations, inspect the Premises, and show the Premises to prospective purchasers or tenants.
7. Repair, replace, and maintain any part of the Premises normal wear excepted. Without limiting the foregoing, Tenant shall:
 - a. replace or substitute any fixtures and equipment which have become inadequate, obsolete, worn out, unsuitable or undesirable, with replacement or substitute fixtures and equipment, free of all liens and encumbrances, which shall automatically become a part of the buildings and improvements; and
 - b. at all times keep the Leased Premises, its buildings, improvements, fixtures, equipment and personal property, in a clean and orderly condition and appearance; and
 - c. provide, and maintain in good working order, all lights and similar devices, fire protection and safety equipment, and all other equipment of every kind and nature required by applicable laws, rules, orders, ordinances, resolutions

or regulations of any competent authority, including Landlord; and

d. observe all insurance regulations and requirements concerning the use and condition of the Leased Premises, for the purpose of reducing fire hazards and insurance rates on the District; and

e. replace broken or cracked plate glass, paint/repaint the Leased Premises and, where applicable, mow the grass; and

f. provide and use suitable covered receptacles for all garbage, trash and other refuse; assure that boxes, cartons, barrels or similar items are not piled in an unsightly, unsafe manner, on or about the Leased Premises; provide a complete and proper arrangement, satisfactory to the Landlord, for the adequate sanitary handling and disposal away from the Leased Premises, of all trash, garbage and refuse caused as a result of the operation of Tenant's business.

8. Vacate the Premises on the last day of the Term or upon notice of termination.

9. **INDEMNIFY, DEFEND, AND HOLD LANDLORD HARMLESS FROM ANY INJURY (AND ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING ATTORNEY'S FEES AND OTHER FEES AND COURT AND OTHER COSTS) OCCURRING IN ANY PORTION OF THE PREMISES. THE INDEMNITY CONTAINED IN THIS PARAGRAPH (a) IS INDEPENDENT OF TENANT'S INSURANCE, (b) WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES OR DAMAGES PAID UNDER THE WORKERS' COMPENSATION ACT OR SIMILAR EMPLOYEE BENEFIT ACTS, (c) WILL SURVIVE THE END OF THE TERM, AND (d) WILL APPLY EVEN IF AN INJURY IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF LANDLORD.**

10. Provide, at Tenant's sole expense, grounds maintenance (except mowing) and pest control services at the Premises, for the Leased premises only.

11. Pay, on or before their respective due dates, to the appropriate collecting authority, all Federal, State and local taxes and fees, which are now or may hereafter be levied upon the Tenant, Leased Premises, the business conducted thereon or upon any of Tenant's property used in connection therewith. Tenant shall also maintain, in current status, all Federal, State and local licenses and permits required for the operation of its business.

12. Pay all costs, expenses, and attorney's fees incurred by Landlord if Tenant causes, directly or indirectly, for any lien to be placed on the Premises. Any and all said costs, expenses, and attorneys fees for Landlord's efforts to remove any lien will be paid by Tenant within ten (10) days of Landlord's issuance of any invoice or demand.

13. As Additional Consideration (in addition to the Base Rent), Tenant shall maintain the Premises in order to promote and maintain the public purpose as set forth herein. Tenant shall use and maintain the Premises as set forth herein, therefore providing Landlord's students with daily access and educational opportunities during the school year to learning opportunities

and consulting with the Gonzales Master Gardeners Association. Tenant shall further improve upon the Premises, and Landlord will have the benefit of such improvements when the Premises revert back to Landlord's uses.

4. Texas Education Code Chapter 22 requires entities/individuals that contract with school districts to provide services to obtain criminal history and/or fingerprinting record information regarding covered employees. Tenant must work with the Landlord to provide the information needed to comply and reimburse the Landlord for any Landlord cost incurred. **In addition, Landlord's policy and state law provide that certain volunteers may not perform any volunteer duties on a school campus until the volunteer has provided to Landlord a driver's license or other form of identification containing the person's photograph issued by an entity of the United States government; and Landlord has obtained from the Texas Department of Public Safety (DPS), and may obtain from any other law enforcement agency, criminal justice agency, or private consumer reporting agency all criminal history record information that relates to a volunteer. Education Code section 22.0835; Gonzales Independent School District policy GKG (Legal).** Covered employees and volunteers with disqualifying criminal histories are prohibited from serving Landlord's students. Tenant agrees to submit to a national criminal history review on each employee or volunteer Tenant directs (either directly or through the Gonzales Master Gardeners Association) to work with Landlord's students as set forth in this Lease and to provide Landlord with any and all information necessary to secure the national criminal history review, including fingerprints and photographs, if required.

B. Tenant agrees not to:

1. Use the Premises for any purpose other than the Permitted Use.
2. Create a nuisance or dangerous condition.
3. Permit any waste.
4. Use the Premises in any way that would increase insurance premiums or void insurance on the Premises.
5. Change Landlord's lock system, unless a copy of the keys or codes are provided to Landlord.
6. Alter the Premises unless the construction or renovation is approved of by the Landlord prior to the initiation of any such work.
7. Allow a lien to be placed on the Premises.
8. Assign this lease or sublease any portion of the Premises without Landlord's written consent.
9. Utilize any hazardous or dangerous materials.

C. Landlord agrees to:

1. Lease to Tenant the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.
2. Maintain the grounds of the Gonzales Elementary School, save and except for the leased premises.
3. Provide basic maintenance, if reasonably available at no cost to the Landlord, as determined at the sole discretion of the landlord.

D. Landlord agrees not to:

1. Interfere with Tenant's possession of the Premises as long as Tenant is not in default.

E. Landlord and Tenant agree to the following:

1. *Utilities.* Tenant shall pay or cause to be paid, any and all charges for utilities and other services necessary to conduct its business on the Premises, including, but not limited to, any connection fees and any and all costs related to utility connection, metering, maintenance, repair and usage, throughout the term of, or any extension of, this Lease Agreement. Tenant represents that it has a separate agreement with the City of Gonzales for connection of utilities at the Premises at no charge to Landlord or Tenant.

2. *Alterations.* All physical additions or improvements to the Premises made by Tenant will become the property of Landlord. Landlord may require that Tenant, at the end of the Term and at Tenant's expense, remove any physical additions and improvements, repair any alterations, and restore the Premises to the condition existing at the Commencement Date, normal wear excepted. Any construction or renovation to the Premises will be subject to approval by the Landlord.

3. *Abatement.* Tenant's covenant to pay Rent and perform Additional Consideration requirements and Landlord's covenants are independent.

4. *Insurance.* Throughout the Term of this Lease, Tenant, at its sole cost and expense, shall keep or cause to be kept in force, for the mutual benefit of Landlord and Tenant, comprehensive broad form general public liability insurance against claims and liability for personal injury, death or property damage arising from the use, occupancy, misuse or condition of the Premises, and the improvements located thereon, providing protection of at least \$1,000,000 for bodily injury or death to any one person, at least \$1,000,000 for any one occurrence and \$2,000,000 in aggregate (per year). Such insurance shall name Landlord as additional insured. Certificates of such insurance shall be delivered to Landlord.

5. *Release of Claims/Subrogation.* Tenant releases Landlord from all claims or liabilities for damage to the Premises, damage to or loss of personal property within the Premises, and loss of business or revenues that are covered by the Tenant's property insurance or that would have been covered by the required insurance if the Tenant fails to maintain the property coverages required by this lease. The party incurring the damage or loss will be responsible for any deductible or self-insured retention under its property insurance. Tenant will notify the issuing property insurance companies of the release set forth in this paragraph and will have the property insurance policies endorsed, if necessary, to prevent invalidation of coverage. This release will not apply if it invalidates the property insurance coverage of the releasing party. The release in this paragraph will apply even if the damage or loss is caused in whole or in part by the ordinary negligence or strict liability of the Landlord but will not apply to the extent the damage or loss is caused by the gross negligence or willful misconduct of the released party.

6. *Uniform Commercial Code.* Tenant grants Landlord a security interest in Tenant's personal property now or subsequently located on the Premises. This lease is a security agreement under the Uniform Commercial Code, and may be filed as such.

7. *Default by Landlord/Events.* Defaults by Landlord are failing to comply with any provision of this lease within thirty days after written notice.

8. *Default by Landlord/Tenant's Remedies.* Tenant's remedies for Landlord's default are to terminate this lease.

9. *Default by Tenant/Events.* Defaults by Tenant are (a) failing to pay timely Rent, (b) failing to provide Additional Consideration; (c) abandoning or vacating a substantial portion of the Premises, and/or (d) failing to comply within ten days after written notice with any provision of this lease other than the defaults set forth in (a), (b) and (c) above.

10. *Default by Tenant/Landlord's Remedies.* Landlord's remedies for Tenant's default are to (a) enter and take possession of the Premises, after which Landlord may relet the Premises on behalf of Tenant and receive the rent directly by reason of the reletting, and Tenant agrees to reimburse Landlord for any expenditures made in order to relet; (b) enter the Premises and perform Tenant's obligations; and (c) terminate this lease by written notice and sue for damages. Landlord may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out Tenant or any other person who may be occupying the Premises, until the default is cured, without being liable for damages.

11. *Default/Waiver/Mitigation.* It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this lease does not preclude pursuit of other remedies in this lease or provided by applicable law. Landlord and Tenant have a duty to mitigate damages.

12. *Holdover.* If Tenant does not vacate the Premises following termination of this lease, Tenant will become a tenant at will and must vacate the Premises on receipt of notice from Landlord. No holding over by Tenant, whether with or without the consent of Landlord, will extend the Term.

13. *Alternative Dispute Resolution.* Landlord and Tenant agree to mediate in good faith before filing a suit for damages.

14. *Venue and Choice of Law.* Exclusive venue is in the county in which the Premises are located. The Lease shall be construed pursuant to the laws of the State of Texas.

15. *Entire Agreement.* This lease is the entire agreement of the parties, and there are no oral representations, warranties, agreements, or promises pertaining to this lease or to any expressly mentioned exhibits not incorporated in writing in this lease.

16. *Amendment of Lease.* This lease may be amended only by an instrument in writing signed by Landlord and Tenant.

17. *Limitation of Warranties.* THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.

18. *Notices.* Any notice required or permitted under this lease must be in writing. Any notice required by this lease will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this lease. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

LANDLORD:

GONZALES INDEPENDENT SCHOOL DISTRICT

President, Board of Trustees

TENANT:

COUNTY OF GONZALES

Title: _____



Board of Trustees

Ross Hendershot III
President

Justin Schwausch
Vice President

Josie Smith-Wright
Secretary

Sandra Gorden

Ashley Molina

D'Anna Robinson

Gloria Torres

GISD School Board Agenda Information Sheet
October 30, 2023

REPORT ITEM

SUBJECT: Update on the Property Located at 1711 N Sarah DeWitt Dr

ADMINISTRATOR RESPONSIBLE: Amanda Smith, Chief Financial Officer; Dr. Elmer Avellaneda, Superintendent of Schools

RATIONAL SUMMARY: Administration will update the board on recent events regarding the prior administrative office located at 1711 N Sarah DeWitt Dr to include the possible lease and/or sale of the property.

SUPERINTENDENT'S RECOMMENDATION: n/a

SAMPLE MOTION: n/a