

Agenda of Special Meeting

The Board of Trustees Splendora ISD

A Special meeting of the Board of Trustees of Splendora ISD will be held February 5, 2025, beginning at 6:00 PM in the Administration Building Boardroom, 23419 FM 2090, Splendora, Texas 77372.

The subjects to be discussed or considered or upon which any formal action may be taken are as listed below. Items do not have to be taken in the order shown on this meeting notice.

Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

1. ROLL CALL
2. AUDIENCE
3. CLOSED SESSION ITEM(S)
 - A. Personnel - Section 551.074
 1. Conduct Second Interview for Superintendent Candidate
4. ACTION ITEMS
 - A. Discussion and Possible Action to Approve Board Resolution for Missed Days due to January Winter Storm 3
 - B. Discussion and Possible Action to Consider District Branding
 - C. Consideration and Approval of an Order Calling School Building Bond Election 7
 - D. Discussion and Possible Action to Approve Election Items 24
 1. Joint Election Agreement 25
 2. Election Services Agreement 28
 - E. Discussion and Possible Action to Name a Lone Finalist for the Position of Superintendent, Pursuant to Section 552.126 of the Texas Government Code
5. ADJOURN

If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the Board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Government Code, Chapter 551, Subchapters D and E. Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting.

The notice for this meeting was posted in compliance with the Texas Open Meeting Act on _____, at _____

For the Board of Trustees



**Splendoria ISD Board of Trustees
Agenda Item Information Form**

Board Meeting Date: 02/05/2025

Submitted Date: 01/30/2025

Agenda Business Items:

- Consent Agenda Item
- New Action

Information Only Items:

- Presentation
- Recognition
- Information

Name of Person Responsible:

Brian Kroeger

Department or Campus:

Human Resources

Topic:

Board Resolution for Missed Days due to January Winter Storm.

Background Information:

We are proposing a missed days resolution for all staff assigned to work January 21, 2025 through January 22, 2025 for dealing with the January Winter Storm.

Attachments:

 2025 Missed Days Resolution

Superintendent's Resolutions:

Recommended

RESOLUTION OF THE SPLENDORA INDEPENDENT SCHOOL DISTRICT

Whereas, the recent severe weather resulted in the closure of all schools and facilities in Splendor Independent School District ("Splendor ISD") on January 21, 2025 and January 22, 2025, for the safety of students and staff; and

Whereas, Splendor ISD closed its schools and facilities because it must act in the best interests of, and for the safety of, its students and staff; and

Whereas, in many cases, Splendor ISD employees were forced to take actions to ensure the safety of their families and

Whereas, through circumstances completely beyond their control, they were forced to miss work at the Splendor ISD; and

Whereas, to financially penalize employees who are acting in the interests of public safety potentially will be harmful in the future if these people fail to act in a safe and prudent manner during a required or recommended evacuation for fear of financial loss; and

Whereas, it will be detrimental to the best interests of the District for the District to act in a way that may lead to unsafe conduct by its employees in a future natural disaster; and
Whereas, there is a public purpose served and a benefit to the Splendor ISD to encourage prudent and safe behavior in a natural disaster so that employees have the best opportunity of protecting their safety and being able to resume their duties; and

Whereas, there is a public purpose served and a benefit to the Splendor ISD to demonstrate support of its employees, enhance employee morale and support the retention of employees; and

Whereas, the Splendor ISD 2024-2025 school calendar and related work schedules have been affected by these events; and

Whereas, given the extreme circumstances, the District's Board of Trustees ("Board") wishes to authorize the Superintendent of Schools, in her/his discretion, to revise the 2024-2025 school/work calendar to set forth which, if any, of the missed days will be made up through instruction of students and/or execution of job duties and responsibilities, and to authorize her/him not to dock the pay of District employees for any days not made up in any

revised calendar; and

Whereas, the Board believes that a public purpose exists for forgiving or excusing the absences of these employees; and

Whereas, this resolution is not meant to excuse the failure to report to duty on these days by any employees who were instructed by the administration to do so or who were required by contract or job description to report for duty, and who are emergency services personnel or whose presence is necessary to provide for the safety and well-being of the general public;

Now, therefore, be it resolved by the Board that:

1. All the above-referenced paragraphs are incorporated into and made a part of this resolution; and

2. The Board finds that a public purpose and a benefit to the Splendora ISD exists to excuse and/or forgive any absences by District employees created by the recent severe weather for days of work not made up based on any revised school/work schedule determined by the Superintendent of Schools and that payments for such days are necessary for the conduct of the public schools as provided by Texas Education Code § 45.105(c).

3. The Board hereby authorizes the Superintendent of Schools to revise the Splendora ISD 2024-2025 calendar if days missed due to the severe weather are to be made up by students and/or staff, to excuse all absences of District employees for the dates of school closure necessitated by the severe weather and not made up through a revised school calendar and related to work schedule, and pay all employees full compensation for days missed due to this natural disaster and which are not made up on any revised school calendar.

Approved this 5th day of February 2025.

By: _____

Board President

Attest:

Board Secretary



**Splendoria ISD Board of Trustees
Agenda Item Information Form**

Board Meeting Date: February 5, 2025

Submitted Date: January 31, 2025

Agenda Business Items:

- Consent Agenda Item
(Board has acted on items such as this previously)
- New Action
(Board has not seen information previously and allows for more time to discuss)

Information Only Items:

- Presentation
- Recognition
- Information

Name of Person Responsible:

Department or Campus:

Splendoria School Board

Topic:

Consideration and Approval of an Order Calling School Building Bond Election

Background Information:

Attachments:

Order Calling School Building Bond Election

Superintendent's Resolutions: Recommended

ORDER CALLING SCHOOL BUILDING BOND ELECTION

STATE OF TEXAS §
COUNTY OF MONTGOMERY §
SPLENDORA INDEPENDENT SCHOOL DISTRICT §

WHEREAS, the Board of Trustees (the “Board”) of the Splendora 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 will enter into one or more election agreements (the “Election Agreements”) with Montgomery County, Texas (the “County”), by and through the respective County’s Elections Administrator (the “Administrator”) and possibly other political subdivisions (the “Participants”), in accordance with the laws of the State of Texas (the “State”) and applicable federal law; and

WHEREAS, the Board hereby finds and determines that the projects, purposes and improvements to be financed by bonds issued pursuant to Proposition A may be submitted to voters as a single measure pursuant to Section 45.003(g), Texas Education Code, because the projects, purposes and improvements (i) will be predominately used to provide and administer required curriculum and curricular activities and (ii) will not include facilities described in Section 45.003(g)(1)-(6), Texas Education Code.

NOW, THEREFORE, BE IT ORDERED BY THE BOARD OF TRUSTEES OF THE SPLENDORA INDEPENDENT SCHOOL DISTRICT:

Section 1. Call of Election; Date; Eligible Electors; and Hours. An election (the “Election”) shall be held on May 3, 2025 (“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 respective 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 B** 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 the Superintendent’s 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 the the Superintendent’s 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, 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”):

SPLENDORA INDEPENDENT SCHOOL DISTRICT - PROPOSITION A

SHALL THE BOARD OF TRUSTEES (THE “BOARD”) OF THE SPLENDORA INDEPENDENT SCHOOL DISTRICT (THE “DISTRICT”) BE AUTHORIZED TO ISSUE BONDS OF THE DISTRICT, IN ONE OR MORE SERIES OR INSTALLMENTS, IN THE AMOUNT OF \$150,000,000 FOR THE DESIGN, CONSTRUCTION, ACQUISITION, REHABILITATION, RENOVATION, EXPANSION, IMPROVEMENT, AND EQUIPMENT OF SCHOOL BUILDINGS IN THE DISTRICT AND THE PURCHASE OF THE NECESSARY SITES FOR SCHOOL BUILDINGS, WHICH BONDS SHALL BE ISSUED AND SOLD IN ACCORDANCE WITH LAW AT THE TIME OF ISSUANCE, MATURE SERIALLY OR OTHERWISE NOT MORE THAN 40 YEARS FROM THEIR DATE, AND BEAR INTEREST AT SUCH RATE OR RATES, NOT TO EXCEED THE MAXIMUM RATE NOW OR HEREAFTER AUTHORIZED BY LAW, AS SHALL BE DETERMINED WITHIN THE DISCRETION OF THE BOARD 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?

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

SPLENDORA INDEPENDENT SCHOOL DISTRICT - PROPOSITION A

- [] FOR) THE ISSUANCE OF \$150,000,000 SCHOOL BUILDING BONDS
-) FOR THE DESIGN, CONSTRUCTION, ACQUISITION,
-) REHABILITATION, RENOVATION, EXPANSION,
- [] AGAINST) IMPROVEMENT, AND EQUIPMENT OF SCHOOL BUILDINGS
-) IN THE DISTRICT AND THE PURCHASE OF THE NECESSARY
-) SITES FOR SCHOOL BUILDINGS, AND THE LEVY 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.

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” such Proposition, and each voter desiring to vote against the Proposition shall mark the ballot indicating “AGAINST” such 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 A**. Early voting by personal appearance shall begin on Tuesday, April 22, 2025 and end on Tuesday, April 29, 2025.

For the use of those voters who are entitled by law to vote early by mail, the early voting clerks 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 Administrator as the regular early voting clerk. 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: Ms. Suzie Harvey, Elections Administrator
Official Mailing Address: P.O. Box 2646, Conroe, TX 77305-2646
Physical Address: 9159 Airport Road, Conroe, TX 77303

E-mail address: election.ballot@mctx.org and election@mctx.org
Phone Number: (936) 539-7843
Fax Number: (936) 788-8340
Website Address: <https://elections.mctx.org/>

The Administrator is 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, and such other agreements, notices and other instruments as are deemed necessary or appropriate to carry out the intent of this Election Order. 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 Administrator shall be responsible for establishing the respective 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 such 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. Proceeds of bonds issued and sold pursuant to the Proposition shall be used in accordance with any limitations imposed by subsection 45.003(g), Education Code.

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 Administrator.

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. To the extent required by law, the notice of the Election shall include the District's internet website address, which is <https://www.splendoraisd.org/>.

A voter information document for the Proposition in the form attached hereto as Exhibit C is hereby approved, together with such revisions as may be approved by the Superintendent, and shall be posted and provided in accordance with the law.

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 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 forty (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 \$188,425,000, and the aggregate amount of outstanding interest on the District's debt obligations is \$154,930,339, and (vii) the District's ad valorem debt service tax rate as of the date of adoption of this Election Order is \$0.50 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 4.75%. 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 the Superintendent's designee 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.

(signature page follows)

PASSED AND APPROVED this February __, 2025.

President, Board of Trustees
Splendor Independent School District

ATTEST:

Secretary, Board of Trustees
Splendor Independent School District

Signature Page
Splendor Independent School District
Order Calling Bond Election

EXHIBIT A
Montgomery County
May 3, 2025 Joint Election
Early Voting Polling Locations and Times

April 22 – 26	Tuesday	–	Saturday	8:00 am	–	5:00 pm
April 28 – 29	Monday	–	Tuesday	7:00 am	–	7:00 pm

Polling Location <i>Sitio de Votación</i>	Address <i>Dirección</i>	Room <i>Sala</i>
Central Library (Main Early Voting Polling Place) (<i>Sitio Principal Electoral de Votación Adelantada</i>)	104 I-45 North Conroe 77301	Large Meeting Room <i>Sala grande de juntas</i>
North Montgomery County Community Center	600 Gerald Street Willis 77378	Meador Room <i>Sala Meador</i>
Lone Star Community Center	2500 Lone Star Parkway Montgomery 77356	Cissy Boulware Room <i>Sala Cissy Boulware</i>
West Montgomery County Community Development Center	31355 Friendship Drive Magnolia 77355	Green Room <i>Sala verde</i>
Magnolia Event Center	11659 FM 1488 Magnolia 77354	LGI 1 <i>LGI 1</i>
South County Community Center	2235 Lake Robbins Drive The Woodlands 77380	Room 102 <i>Sala 102</i>
Spring Creek Greenway Nature Center	1300 Riley Fuzzel Road Spring 77386	Community Center <i>Centro comunitario</i>
East Montgomery County Fair Association Building	21675A McCleskey Road New Caney 77357	Main Room <i>Sala principal</i>
East Montgomery County Community Development Center	16401 First Street, Suite 100 Splendora 77372	Hayden and Dunn Conference Rooms <i>Salas de conferencia Hayden y Dunn</i>
(Special Forms of Early Voting and Ballot by Mail only:) (<i>Formas Especiales de Votación Adelantada, y Boleta por Correo solamente:</i>) Election Central	9159 Airport Road Conroe 77303	Lobby <i>Vestibulo</i>

Montgomery County Elections

Exhibit B - Polling Location Information May 3, 2025 Joint Election

For Election Day

PCT	Name of Facility	Physical Address	City	Zip	Room <i>Sala</i>
01	Willis Community Building	109 West Mink Street	Willis	77378	Main Room <i>Sala Principal</i>
02	Conroe Seventh-Day Adventist Church	3601 South Loop 336 East	Conroe	77301	Gym <i>Gimnasio</i>
03	The Woodlands High School Ninth Grade Campus	10010 Branch Crossing Drive	The Woodlands	77382	Gym 1 <i>Gimnasio 1</i>
04	McCullough Junior High School - Nancy Bock Center for Performing Arts	3800 South Panther Creek Drive	The Woodlands	77381	Auditorium <i>Auditorio</i>
05	Long Street Community Center	20240 Bays Chapel Road	Richards	77873	Main Room <i>Sala principal</i>
06	Joel L. Deretchin Elementary School	11000 Merit Oaks Drive	The Woodlands	77382	Gym <i>Gimnasio</i>
07	New Caney Elementary School	20501 FM 1485	New Caney	77357	Gym <i>Gimnasio</i>
08	Browder Community Center	14865 County Line Road	Willis	77378	Main Room <i>Sala principal</i>
09	Dobbin - Dacus Community Center	695 South FM 1486	Montgomery	77316	Main Room <i>Sala principal</i>
10	Booker T. Washington High School	507 Dr. Martin L. King, Jr. Place North	Conroe	77301	Girls' Gym <i>Gimnasio de Niñas</i>
11	Lake Conroe Forest Community Building	610 Navajo Drive	Montgomery	77316	Main Room <i>Sala Principal</i>
12	Security Community Center	18760 Highway 105 East	Cleveland	77328	Main Room <i>Sala principal</i>
13	High Meadow Ranch Golf Club	37300 Golf Club Trail	Magnolia	77355	The Ranch House <i>The Ranch House</i>
14	Robert L. Crippen Elementary School	18690 Cumberland Boulevard	Porter	77365	Gym <i>Gimnasio</i>
15	Cornerstone Church	100 Mosswood Drive	Conroe	77302	Children's Room <i>Sala de Niños</i>
16	East Montgomery County Community Development Center	16401 First Street, Suite 100	Splendora	77372	Hayden and Dunn Conference Rooms <i>Salas de conferencia Hayden y Dunn</i>
17	First Baptist Church Groceville	19256 FM 1484	Conroe	77303	Fellowship Hall <i>Salón de compañerismo</i>

PCT	Name of Facility	Physical Address	City	Zip	Room Sala
18	Magnolia Community Center	422 Melton Street	Magnolia	77354	Main Room <i>Sala principal</i>
19	City of Montgomery City Hall	101 Old Plantersville Road	Montgomery	77316	City Council and Courtroom Chambers <i>Ayuntamiento y salas de audiencias</i>
20	Travis Intermediate School	1100 North Thompson Street	Conroe	77301	Auditorium <i>Auditorio</i>
21	Conroe High School Ninth Grade Campus	400 Sgt Ed Holcomb Boulevard N	Conroe	77304	Gym A <i>Gimnasio A</i>
22	Lake Conroe Hills Community Building	13621 Lake Breeze Lane	Willis	77318	Main Room <i>Sala Principal</i>
23	North Montgomery County Community Center	600 Gerald Street	Willis	77378	Meador Room <i>Sala Meador</i>
24	Emmit E. Houser Elementary School	27370 Oak Ridge School Road	Conroe	77385	Gym <i>Gimnasio</i>
25	Grangerland Community Center	15636 FM 3083	Grangerland	77302	Community Room <i>Sala comunitaria</i>
26	East Montgomery County Fair Association Building	21675A McCleskey Road	New Caney	77357	Main Room <i>Sala principal</i>
27	Rivershire Club House	206 Scarborough Drive	Conroe	77304	Large Banquet Room <i>Sala Grande de Banquetes</i>
28	Decker Prairie Elementary School	27427 Decker Prairie Rosehill Road	Magnolia	77355	Gym <i>Gimnasio</i>
29	West Montgomery County Community Development Center	31355 Friendship Drive	Magnolia	77355	Green Room <i>Sala verde</i>
30	Magnolia High School	14350 FM 1488	Magnolia	77354	Library <i>Biblioteca</i>
31	Shenandoah Municipal Complex	29955 I-45 North	Shenandoah	77381	Council Chambers <i>Cámara del Consejo</i>
32	W. D. Wilkerson Intermediate School	12312 Sawmill Road	The Woodlands	77380	Cafeteria <i>Cafetería</i>
33	South County Community Center	2235 Lake Robbins Drive	The Woodlands	77380	Room 102 <i>Sala 102</i>
34	Needham Fire and Rescue Station 64	15341 Lake Lamond Road	Conroe	77384	Public Area Meeting Room <i>Sala de juntas del área pública</i>
35	Oak Ridge North Municipal Building	27424 Robinson Road	Oak Ridge North	77385	Council Chambers <i>Cámara del Consejo</i>
36	Allendale Baptist Church	14535 Allendale Lane	Conroe	77302	Fellowship Hall <i>Salón de compañerismo</i>
37	Friendship United Methodist Church	22388 Ford Road	Porter	77365	Family Life Center <i>Centro Vida Familiar</i>
38	Montgomery County West Annex	19380 Highway 105 W., Suite 507	Montgomery	77356	Courtroom <i>Sala de justicia</i>

PCT	Name of Facility	Physical Address	City	Zip	Room Sala
39	Oak Hills Junior High School	19190 Keenan Cut Off Road	Montgomery	77316	Library <i>Biblioteca</i>
40	Harold Cryar Intermediate School	2375 Montgomery Park Boulevard	Conroe	77304	Gym <i>Gimnasio</i>
41	Splendora ISD Administration Building	23419 FM 2090	Splendora	77372	Board Room <i>Sala de Juntas</i>
42	Veterans Memorial Intermediate	13475 FM 1485	Conroe	77306	Gym <i>Gimnasio</i>
43	Panorama Village City Hall	99 Hiwon Drive	Panorama Village	77304	City Hall <i>Alcaldía</i>
44	The Lone Star Convention Center	9055 Airport Road	Conroe	77303	San Jacinto 1 <i>Sala San Jacinto 1</i>
45	Timber Lakes/Timber Ridge Pavilion	25610 Timber Lakes Drive	Spring	77380	Meeting Room <i>Sala de juntas</i>
46	Spring Creek Greenway Nature Center	1300 Riley Fuzzel Road	Spring	77386	Community Center <i>Centro comunitario</i>
47	C. D. York Junior High School	3515 Waterbend Cove	Spring	77386	Gym <i>Gimnasio</i>
48	Sally K. Ride Elementary School	4920 West Panther Creek Drive	The Woodlands	77381	Main Hallway - West Side <i>Pasillo principal - lado oeste</i>
49	David Elementary School	5301 Shadowbend Place	The Woodlands	77381	Front Hallway on 3rd/4th Grade Side of Building <i>Pasillo delantero en el lado de 3°/4° grado</i>
50	Far Hills Utility District Building	10320 Cude Cemetery Road	Willis	77318	Meeting Room <i>Sala de Juntas</i>
51	Central Library	104 I-45 North	Conroe	77301	Large Meeting Room <i>Sala grande de juntas</i>
52	New Caney Central Administration Office	21580 Loop 494	New Caney	77357	LGI Room <i>Sala LGI</i>
53	Woodbranch City Hall	58 A Woodbranch Drive	New Caney	77357	Meeting Room <i>Sala de juntas</i>
54	Peach Creek Baptist Church	25963 FM 1485/99 W	New Caney	77357	Fellowship Hall <i>Salón de compañerismo</i>
55	Stephen F. Austin Elementary School	14796 Highway 105 East	Conroe	77306	Gym <i>Gimnasio</i>
56	The Woodlands Emergency Training Center	16135 IH-45 South	The Woodlands	77385	Room A/B <i>Sala A/B</i>
57	Calvary Road Baptist Church	12621 Calvary Road	Willis	77318	Sanctuary <i>Santuario</i>
58	Lone Star College System	5000 Research Forest Drive	The Woodlands	77381	Room 113-115 <i>Sala 113-115</i>
59	Colin L. Powell Elementary School	7332 Cochrans Crossing Drive	The Woodlands	77381	Front Office Vestibule <i>Vestíbulo de la Oficina Principal</i>

PCT	Name of Facility	Physical Address	City	Zip	Room Sala
60	Montgomery County Juvenile Facility	200 Academy Drive	Conroe	77301	Juvenile Conference Room <i>Sala de conferencias juvenil</i>
61	George and Cynthia Woods Mitchell Library	8125 Ashlane Way	The Woodlands	77382	Meeting Room 101 and 102 <i>Sala de juntas 101 y 102</i>
62	Donald R. Collins Intermediate School	6020 Shadowbend Place	The Woodlands	77381	Cafeteria/Gym <i>Cafetería/gimnasio</i>
63	Walden Community Church	12400 Walden Road	Montgomery	77356	Family Life Center <i>Centro de vida familiar</i>
64	Whispering Pines Baptist Church	15200 FM 1485	Conroe	77306	FLC Dining Room <i>Comedor FLC</i>
65	J. L. Lyon Elementary School	27035 Nichols Sawmill Road	Magnolia	77355	Gym <i>Gimnasio</i>
66	Outback Western Wear Event Hall	30405 Dobbin Huffsmith Road	Magnolia	77354	Longbranch Pavilion <i>Pabellón Longbranch</i>
67	Lamar Elementary School	1300 Many Pines Road	The Woodlands	77380	Gym <i>Gimnasio</i>
68	Knights of Columbus Hall	29327 South Plum Creek Drive	Spring	77386	Main Hall <i>Sala principal</i>
69	Barbara Pierce Bush Elementary School	7420 Crownridge Drive	The Woodlands	77382	Cafeteria <i>Cafetería</i>
70	The Woodlands Recreation Center at Bear Branch Park	5310 Research Forest Drive	The Woodlands	77381	Live Oak Room <i>Sala Live Oak</i>
71	Don A. Buckalew Elementary School	4909 West Alden Bridge Drive	The Woodlands	77382	Hall in Front of Library <i>Pasillo frente a la biblioteca</i>
72	Bentwater Yacht Club	200 Bentwater Harbor Drive	Montgomery	77356	Harbor View Room <i>Salón Harbor View</i>
73	City of Conroe, Dean Towery Service Center	401 Sgt. Ed Holcomb Boulevard South	Conroe	77304	Public Works Classroom <i>Aula de obras publicas</i>
74	Cedric C. Smith Elementary School	28747 Hardin Store Road	Magnolia	77354	Gym <i>Gimnasio</i>
75	Windsor Hills Homeowners' Association Club House	1 East Windsor Hills Circle	The Woodlands	77384	Ballroom <i>Salón de baile</i>
76	Westwood Landowners' Association Building	406 Mackintosh Drive	Magnolia	77354	Back Civic Room <i>Salón cívico trasero</i>
77	April Sound Church	67 1/2 April Wind Drive South	Montgomery	77356	Fellowship Hall <i>Salón de compañerismo</i>
78	Roger L. Galatas Elementary School	9001 Cochrans Crossing Drive	The Woodlands	77381	Front Right Vestibule <i>Vestíbulo principal de lado derecho</i>
79	Glen Loch Elementary School	27505 Glen Loch Drive	The Woodlands	77381	Foyer <i>Vestíbulo</i>
80	Imperial Oaks Neighborhood Center - Recreation Center	31110 Imperial Oaks Boulevard	Spring	77386	POA Clubroom <i>Salon del club POA</i>
81	George P. Mitchell Intermediate School	6800 Alden Bridge Drive	The Woodlands	77382	The Commons/Cafeteria <i>Area común/cafetería</i>

PCT	Name of Facility	Physical Address	City	Zip	Room Sala
82	Bens Branch Elementary School	24160 Briar Berry Lane	Porter	77365	Gym <i>Gimnasio</i>
83	Security Community Center	18760 Highway 105 East	Cleveland	77328	Main Room <i>Sala Principal</i>
84	South Montgomery County Fire Station #1	335 Volunteer Lane	Spring	77380	Conference Room <i>Sala de Conferencia</i>
85	Northridge Baptist Church	10681 FM 1484	Conroe	77303	Fellowship Hall <i>Salón de Compañerismo</i>
86	Living Branch Church	13229 Highway 105 West	Conroe	77304	Sanctuary <i>Santuario</i>
87	Birnam Woods Elementary School	31150 Birnam Woods Drive	Spring	77386	Gym <i>Gimnasio</i>
88	Ann K. Snyder Elementary School	28601 Birnam Woods Drive	Spring	77386	Gym <i>Gimnasio</i>
89	Bear Branch Elementary School	8909 FM 1488	Magnolia	77354	Cafeteria <i>Cafetería</i>
90	The Palm Community Building	285 Central Pine Street	Montgomery	77316	Building 2 <i>Edificio 2</i>
91	Magnolia West High School	42202 FM 1774	Magnolia	77355	Library <i>Biblioteca</i>
92	George C. Kaufman III Elementary School	2760 Northridge Forest Drive	Spring	77386	Gym <i>Gimnasio</i>
93	Valley Ranch Elementary School	21700 Valley Ranch Crossing Drive	Porter	77365	Gym <i>Gimnasio</i>
94	Lone Star College - Kingwood, Performing Arts Center	500 Royston Drive	Kingwood	77339	APA 119 <i>APA 119</i>
95	Kings Manor Elementary School	21111 Royal Crossing Drive	Kingwood	77339	Gym <i>Gimnasio</i>
96	Gerald D. Irons, Sr. Junior High School	16780 Needham Road	Conroe	77385	Boys' Gym (Gym 2) <i>Gimnasio de niños (Gimnasio 2)</i>
97	Magnolia Event Center	11659 FM 1488	Magnolia	77354	LGI 1 <i>LGI 1</i>
98	KC Event Center	2655 FM 1488	Conroe	77384	Hall <i>Salón</i>
99	Jean E. Stewart Elementary School	680 Fish Creek Thoroughfare	Montgomery	77316	Gym <i>Gimnasio</i>
100	Grand Oaks High School	4800 Riley Fuzzel Road	Spring	77386	LGI <i>LGI</i>
101	Coulson Tough Flex School Grades K-6	11660 Crane Brook Drive	The Woodlands	77382	Gym <i>Gimnasio</i>
102	John V. Peet Junior High School	1895 Longmire Road	Conroe	77304	Gym 2 <i>Gimnasio 2</i>
103	C. D. York Junior High School	3515 Waterbend Cove	Spring	77386	Gym <i>Gimnasio</i>

PCT	Name of Facility	Physical Address	City	Zip	Room Sala
104	Foster's Ridge Club House	14100 Denali Wilderness Parkway	Conroe	77384	Lodge <i>Cabaña</i>
105	Lone Star Community Center	2500 Lone Star Parkway	Montgomery	77356	Cissy Boulware Room <i>Sala Cissy Boulware</i>
106	Montgomery County ESD #3 Administration and Training Facility	4711 Honea Egypt Road	Montgomery	77316	Training Room <i>Sala de entrenamiento</i>
107	George P. Mitchell Intermediate School	6800 Alden Bridge Drive	The Woodlands	77382	Commons/Cafeteria <i>Area común/cafetería</i>
108	KC Event Center	2655 FM 1488	Conroe	77384	Hall <i>Salón</i>
109	The Lake House at Grand Central Park	1039 Lake House Dr	Conroe	77304	Grand Room <i>Gran sala</i>
110	Bonnie Wilkinson Elementary School	2575 Ed Kharbat Drive	Conroe	77301	Gym <i>Gimnasio</i>
111	Ben Milam Elementary School	16415 FM 3083	Conroe	77302	Gym <i>Gimnasio</i>
112	Lake Creek High School	20639 FM 2854	Montgomery	77316	Athletic Foyer <i>Vestíbulo del gimnasio</i>
113	Decker Prairie Community Center	32434 Decker Prairie Road	Magnolia	77355	Main Room <i>Sala principal</i>
113 Precincts					

EXHIBIT C³

VOTER INFORMATION DOCUMENT

SPLENDORA INDEPENDENT SCHOOL DISTRICT - PROPOSITION A

- [] FOR) THE ISSUANCE OF \$150,000,000 SCHOOL BUILDING BONDS
) FOR THE DESIGN, CONSTRUCTION, ACQUISITION,
) REHABILITATION, RENOVATION, EXPANSION,
) IMPROVEMENT, AND EQUIPMENT OF SCHOOL BUILDINGS
) IN THE DISTRICT AND THE PURCHASE OF THE NECESSARY
) SITES FOR SCHOOL BUILDINGS, AND THE LEVY AND
 [] AGAINST) 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.

1. Principal of the debt obligations to be authorized	\$150,000,000
2. Estimated interest for the debt obligations to be authorized	\$132,315,763
3. Estimated combined principal and interest required to pay on time and in full the debt obligations to be authorized	\$282,315,763
4. Principal of all outstanding debt obligations of the District*	\$188,425,000
5. Estimated remaining interest on all outstanding debt obligations of the District*	\$154,930,339
6. Estimated combined principal and interest required to pay on time and in full all outstanding debt obligations of the District*	\$343,355,339
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	\$0.00
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”).

³ This Exhibit shall be updated by the Superintendent and/or the Superintendent’s designee(s) in consultation with the District’s Bond Counsel as to legal sufficiency.

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 (Proposed Debt)	Estimated Interest	Total Proposed Debt Service	Total Proposed Debt Service + Existing Debt Service
30 years	\$150,000,000	\$132,315,763	\$282,315,763	\$625,651,102

(2) Assumes that the taxable assessed value within the District will grow at a rate of 0-15% per year for the life of the bonds.

(3) Assumed interest rate on the debt obligations to be issued: 4.75%.

(4) Assumes a tax collection rate of 98%.

(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 the Bond Election Order. Item 7 indicates that the estimated maximum annual increase in the amount of taxes that would be imposed on a residence homestead with an appraised value of \$100,000 (using the valuation required by Section 1251.052(b)(3), Texas Government Code) would be \$[0.00] as a result of the November 2023 amendment of Section 1-b, Article VIII, Texas Constitution, which increased the residence homestead exemption to \$100,000.

(6) Assumes state-mandated homestead exemption.

(7) Assumes homestead does not qualify for idiosyncratic exemptions, including, but not limited to, the state-mandated (a) 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.

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 submitted by the District’s Bond Election Order.



**Splendoria ISD Board of Trustees
Agenda Item Information Form**

Board Meeting Date: February 5, 2025

Submitted Date: January 31, 2025

Agenda Business Items:

- Consent Agenda Item
(Board has acted on items such as this previously)
- New Action
(Board has not seen information previously and allows for more time to discuss)

Information Only Items:

- Presentation
- Recognition
- Information

Name of Person Responsible:

Department or Campus:

Splendoria School Board

Topic:

Election Items:

1. Joint Election Agreement
2. Election Services Agreement

Background Information:

Election agreements for the special election in May 2025

Attachments:

Joint Election Agreement
Election Services Agreement

Superintendent's Resolutions: Recommended

Joint Election Agreement

Political Subdivision of _____

WHEREAS, the undersigned Political Subdivisions (collectively referred to hereinafter as "Participating Entities") will each hold an election on May 3, 2025; and

WHEREAS, Montgomery County Elections Administrator, Suzie Harvey, as Montgomery County's Election Officer, has entered into separate Election Services Agreements with each of the undersigned Participating Entities wherein the County's Election Officer will administer elections occurring on May 3, 2025, to be held in precincts in Montgomery County, as authorized under Subchapter D of Chapter 31 of the Texas Election Code ("Election Services Agreements"); and

WHEREAS, the Participating Entities desire to enter into a Joint Election Agreement, as authorized under Chapter 271 of the Texas Election Code, for the purpose of sharing election equipment, election officials, polling places, and costs where appropriate.

NOW, THEREFORE, Participating Entities enter this Joint Election Agreement under the terms that follow:

I. Scope of Joint Election Agreement

The Participating Entities enter this Joint Election Agreement ("Agreement") for the purpose of jointly conducting elections to be held on May 3, 2025 ("Joint Election").

II. Appoint Election Officer

The Participating Entities appoint Suzie Harvey, Montgomery County Elections Administrator ("Contracting Officer"), to serve as the Election Officer to perform the duties and responsibilities of Election Officer itemized in the Election Services Agreements for the Joint Election.

III. Early Voting and Election Day

Early voting and election day voting shall be held in common precincts where appropriate, at the dates, times, and locations adopted by Montgomery County Commissioners' Court or designated by Contracting Officer, as applicable, and shall be authorized and ordered by the governing body of each Participating Entity.

IV. Joint Election Costs; Adjustment of Costs in the Event of Cancellation of Election; Payment

The estimated election expenses for each Participating Entity, including administrative costs and expenses for facilities, personnel, supplies, equipment, services, and training, are reflected in the Exhibit D - Cost Estimate, when incorporated into each Election Services Agreement. The Participating Entities agree that they will be responsible for and will pay from budgeted funds their share of the actual election expenses attributable to each entity according to the table incorporated into the Election Services Agreements as the Final Invoice.

V. Reasonable Cooperation

The Participating Entities agree to reasonably cooperate with each other as is necessary to carry out the terms of this Agreement.

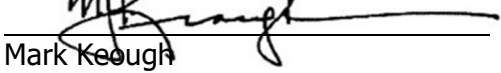
VI. Miscellaneous Provisions

1. This Agreement becomes effective with respect to each Participating Entity upon execution by that Participating Entity. The obligations of this Agreement will continue as to each Participating Entity until each Participating Entity has made full payment of its share of election costs under this Agreement and its respective Election Services Agreement, which costs are related to the Joint Election.
2. If for any reason a Participating Entity does not participate in the Joint Election, this Joint Election Agreement shall remain in effect between all remaining Participating Entities.
3. Notices given under this Agreement must be in writing and may be effected by hand delivery, fax, email, or certified mail to the Contracting Officer and/or the Participating Entities at the addresses listed on their respective signature blocks below.
4. This Agreement may not be amended or modified except in writing executed by the Contracting Officer and each respective Participating Entity with whom the amendment or modification has been mutually agreed.
5. The obligations under this Agreement are performable in Montgomery County, Texas.
6. Venue for any dispute arising under this Agreement shall be in Montgomery County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America.
7. If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Agreement; and the Participating Entities shall perform their obligations under this Agreement as expressed in the terms and provisions of this Agreement.
8. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original for all purposes. Faxed or emailed signatures and/or electronic signatures shall have the same force and effect as an original signature.

IN TESTIMONY WHEREOF, this Agreement is executed by Montgomery County, Texas or the Contracting Officer, as applicable, and each Participating Entity on the dates indicated below.

See attached signature page(s):

December 10, 2024
Date

Signature: 
Printed name: Mark Keough
Title: County Judge
Political Subdivision: Montgomery County, Texas
All correspondence to be directed to:
Montgomery County Elections Office
Address: P. O. Box 2646
City, State, Zip: Conroe, Texas 77305-2646
Telephone: (936) 539-7843
Fax: (936) 788-8340
Email: suzie.harvey@mctx.org
cynthia.jamieson@mctx.org

Date

Signature: _____
Printed name: _____
Title: _____
Political Subdivision: _____
Address: _____
City, State, Zip: _____
Telephone: () _____
Fax: () _____
Email: _____

Date

Signature: _____
Printed name: _____
Title: _____
Political Subdivision: _____
Address: _____
City, State, Zip: _____
Telephone: () _____
Fax: () _____
Email: _____

Date

Signature: _____
Printed name: _____
Title: _____
Political Subdivision: _____
Address: _____
City, State, Zip: _____
Telephone: () _____
Fax: () _____
Email: _____ 27

ELECTION SERVICES AGREEMENT

STATE OF TEXAS ()
COUNTY OF MONTGOMERY ()

THIS CONTRACT ("Agreement"), including all attachments and Exhibits hereto, is made this date countersigned by the governing body of the Political Subdivision, by and between the Political Subdivision of _____, hereinafter called "Political Subdivision," and Montgomery County, Texas, by its County Election Officer, Suzie Harvey, hereinafter called "Contracting Officer," pursuant to Texas Election Code Section 31.092. The parties agree to hold a May 3, 2025 Joint Election with all participating Political Subdivisions in accordance with Chapter 271 of the Texas Election Code and this Agreement. This Agreement is entered into in consideration of the mutual covenants and promises hereinafter set out:

- 1. RECITALS. Contracting Officer is the Elections Administrator of Montgomery County, Texas, and is the County Officer in charge of election duties. Political Subdivision is a political entity situated wholly or partially within Montgomery County, Texas. Political Subdivision and Contracting Officer have determined that it is in the public interest of Montgomery County voters that the following contract be made and entered into for the purpose of having Contracting Officer furnish to Political Subdivision certain election services and equipment needed by Political Subdivision in connection with holding its May 3, 2025 Election. Montgomery County's certified Hart InterCivic Verity Voting System Version 2.5 voting system is to be used in the May 3, 2025 Joint Election, hereinafter called "Joint Election."
2. DUTIES AND SERVICES OF CONTRACTING OFFICER. Contracting Officer shall be responsible for performing the following duties and shall furnish the following services and equipment:
(a) Determine the number of election officials and voting equipment units needed for each polling location. Notify and coordinate presiding election judges, alternate judges, and all other election officials appointed by Montgomery County Commissioners' Court and the County Election Board or recommended by Contracting Officer, as applicable. Montgomery County or Contracting Officer, as applicable, will make emergency appointments of election officials if necessary.
(b) Conduct necessary training of election officials or arrange for training through a third party. Notify all early voting and Election Day officials of the date, time, and place thereof.
(c) Arrange for the use of early voting locations per the attached Exhibit A and Election Day polling locations per the attached Exhibit B. If the need arises for emergency replacement polling location(s), make necessary alternate arrangements and notify Political Subdivision as soon as possible.

- (d) Procure election kits and supplies and distribute to the election judges and deputy early voting clerks. Assemble and edit lists of registered voters to be used in conducting the election in conformity with the boundaries of Political Subdivision and the election precincts established for the election. The Election Day list of registered voters shall be arranged in alphabetical order, as applicable to the election, in lieu of alphabetical order by political entity.
- (e) Prepare and test voting equipment, format ballot styles, record audio, oversee all equipment and voter registration database programming, assure compliance with equipment security requirements, and arrange for transport of equipment to and from polling locations.
- (f) Serve as Early Voting Clerk for the Joint Election. Process, print, mail, email, or deliver in person, as applicable, and tabulate ballots for any eligible voter who applies for a mail ballot including all eligible Federal Post Card Application voters. Supervise the conduct of early voting in person and appoint sufficient personnel to serve as deputy early voting clerks. Provide lists of early voters as provided by law through the Montgomery County Elections website and Public Information web access program.
- (g) Provide the publication in English and Spanish of one legal notice of the date, time, and place of the public logic and accuracy test and the first test of automatic tabulating equipment in *The Conroe Courier*. Prepare test materials and conduct internal election testing and the required public logic and accuracy test and tests of tabulation equipment. Provide the publication in English and Spanish of a legal notice of joint election one time in Montgomery County newspaper(s).
- (h) Arrange for all personnel, equipment, and supplies needed for the early voting ballot board, signature verification committee if applicable, tabulation, and central counting station. Tabulate early voting and Election Day results, including mail ballots and provisional ballots. Tabulate unofficial returns and assist in preparing the tabulation for the official canvass. Provide Political Subdivision its voter history report following the election through the Montgomery County Elections Public Information web access program.
- (i) Serve as Custodian of Records for election records in Contracting Officer's custody and provide the required temporary storage and permanent storage of said election records as provided by law.
- (j) Provide information services for voters and election officers.
- (k) Maintain accurate records of all expenses incurred in connection with the responsibilities under this Agreement and provide Political Subdivision a final invoice after the conduct of the election. Provide any detailed backup to such invoice, if requested, reflecting the charges or components of the costs set forth on the invoice submitted to Political Subdivision.
- (l) Conduct a partial manual count as provided by Section 127.201 of the Texas Election Code if required for the County election, or if Political Subdivision otherwise provides Contracting Officer precincts and races ordered by the Secretary of State to be manually counted. Contracting Officer shall deliver a written report of the results of any such count

to the Office of the Secretary of State in accordance with Section 127.201(e) of the Texas Election Code and, if requested, to Political Subdivision in a timely manner.

(m) Place the funds paid by Political Subdivision hereunder in a "contract fund" as prescribed by Section 31.100 of the Texas Election Code.

3. DUTIES AND SERVICES OF POLITICAL SUBDIVISION. Political Subdivision shall be responsible for performing the following duties:

(a) Prepare all election orders, resolutions, notices, and other pertinent documents for adoption and execution by the appropriate Political Subdivision officer or body, as provided and authorized by law. Take all actions necessary for calling Political Subdivision's election which are required by the Texas Election Code and/or the Political Subdivision's governing body, charter, ordinances, or other applicable laws. Execute a Joint Election Agreement with all participating Political Subdivisions for the purpose of sharing election equipment, election officials, polling places, and costs. Serve as Custodian of Records for all election records in its possession as provided by law.

(b) Political Subdivision shall be responsible for the legal sufficiency of any order calling its election. Political Subdivision shall be responsible for all substantive and procedural legal issues governing the conduct of its election. Political Subdivision understands and agrees that Contracting Officer provides no legal advice to Political Subdivision.

(c) Adopt the County Election Precincts, consolidated County Election Precincts ordered by the Montgomery County Commissioners' Court, or precincts recommended by Contracting Officer, as applicable, for this election. Adopt all early voting dates, times, and locations on the attached Exhibit A. Adopt the election day polling locations on the attached Exhibit B at which Political Subdivision's election will be held.

(d) If required, prepare any necessary preclearance submission on all voting changes made by Political Subdivision and timely submit to the U. S. Department of Justice under the Federal Voting Rights Act of 1965, as amended.

(e) Prepare, post, and publish all required election notices for Political Subdivision with the exception of the joint election notice and the notice of the public test, which Contracting Officer shall publish. In addition, if polling locations for Joint Election are different than those for Political Subdivision's previous election, Political Subdivision shall post notice at the entrance to any previous polling places in its jurisdiction stating that the polling location has changed and shall provide the polling location and address for those voters for this election, pursuant to Texas Election Code Section 43.062, unless Contracting Officer has posted notice of the change at that location for Joint Election. Educate the voters in Political Subdivision as much as possible about early voting dates, times, and locations and election day polling locations.

(f) Timely confirm with Contracting Officer Political Subdivision's boundaries, County Election Precincts, and street details within those boundaries. If boundaries are not defined properly within Montgomery County Elections voter registration database, maps and street lists with block ranges and odd/even/both indicators must be provided to Contracting

Officer. Proof and approve all programming work done for the jurisdiction according to the Exhibit C Timetable.

- (g) Deliver to Contracting Officer, according to the attached Exhibit C Timetable, an Entity Fact Sheet, Ballot Template with Spanish translations, candidate names and measures, copies of candidate applications, and the order in which all items are to be printed on the ballot with the exact form and spelling. Provide pronunciation for difficult names or words for use on the ballot audio recording. Review ballot proofs and approve by signature within deadlines provided.
- (h) Appoint Contracting Officer as Early Voting Clerk to receive applications for ballot by mail at

<u>Mail</u>	<u>Email*</u>	<u>Fax*</u>
Suzie Harvey Elections Administrator P. O. Box 2646 Conroe, TX 77305-2646	election.ballot@mctx.org	(936) 788-8340

*If an Application for Ballot By Mail is submitted by email or fax or if a Federal Post Card Application is submitted by fax, to be effective, the original application must also be physically submitted and be received not later than the fourth business day after it is received by email or fax.

All requests for early voting ballots to be voted by mail that are received by Political Subdivision must be forwarded in person or by email or fax to Contracting Officer on the day of receipt. Original applications that are received by mail and forwarded by email or fax must also be mailed to Contracting Officer for all processing.

- (i) Appoint election officials as appointed by Montgomery County Commissioners' Court and the County Election Board or recommended by Contracting Officer, as applicable.
- (j) If requested, assist Contracting Officer with recruiting bilingual poll workers and provide documentation of Political Subdivision's efforts if requested by the U. S. Department of Justice.
- (k) If candidate information packet is provided to Political Subdivision by Contracting Officer, distribute to all candidates at time of candidate filing or in another appropriate manner.
- (l) Pay additional costs incurred by Contracting Officer for any ballot or election changes after deadlines, recount, election contest, newly ordered election, or a runoff election, if required, unless prohibited by law.
- (m) Immediately forward to Contracting Officer any information received from the Secretary of State regarding a manual count of precincts and races or a waiver of the manual count. Contracting Officer must receive this information on the same day received by Political Subdivision because of the short deadline for Contracting Officer to begin the process.

- (n) Canvass the returns and declare the election results for Political Subdivision. Political Subdivision is responsible for filing any precinct reports with the Secretary of State if required, unless both parties agree that Contracting Officer will submit precinct reports.
- (o) Pay a deposit, if required, of 60% of its estimated total cost, per the Exhibit D Cost Estimate, if provided, within thirty days from the date of the Exhibit D Cost Estimate. Pay the balance for conducting said election within thirty days from the date of final invoice. All payments shall be made from current revenues available to Political Subdivision. If the amount owed for conducting the election is less than any deposit paid by Political Subdivision, Contracting Officer shall refund the overpayment in a prompt manner.

Checks shall be made payable to:

Montgomery County Elections Administrator
P O Box 2646, Conroe, Texas 77305-2646.

- 4. **COST OF SERVICES.** Political Subdivision shall share some expenses for the above services, supplies, and equipment in accordance with the Exhibit D Cost Estimate. This cost estimate may be amended, if necessary, after filing deadlines and election cancellations. Additional elections may reduce costs for each entity, and election cancellations may increase costs for each remaining entity. It is understood that other political entities may wish to participate in the use of the County's voting equipment and polling locations, and it is agreed that Contracting Officer may enter into other contracts with entities for those purposes on terms and conditions generally similar to those set forth in this Agreement. Only the actual expenses directly attributable to this Agreement and any prorated shared expenses plus a 10% administrative fee may be charged to Political Subdivision.

5. **GENERAL CONDITIONS.**

- (a) The parties agree that the timing is critical for all duties in this Agreement. Failure to adhere to any deadline in the Exhibit C Timetable without prior agreement of Contracting Officer may result in cancellation of Contracting Officer's duties and obligations to conduct Political Subdivision's election under this Agreement or, at the discretion of Contracting Officer, a late penalty surcharge in an amount not to exceed 10% of the total final cost of the election. Adherence to the Timetable is critical because of Montgomery County's obligation to complete all programming and testing, process, print, and mail or email, as applicable, any military and overseas ballots by state and federal deadlines, and conduct federal, state, county, and/or other contracted elections, as applicable.
- (b) In accordance with Section 31.098 of the Texas Election Code, Contracting Officer is authorized to contract with third persons for election services and supplies and hire necessary temporary personnel to perform contracted duties. Part-time and seasonal personnel will be compensated at the hourly rate set by Montgomery County.
- (c) Pursuant to Section 31.100(d) of the Texas Election Code, Contracting Officer may not be personally compensated for election services performed under this Agreement. In accordance with Section 31.100(e) of the Texas Election Code, only costs for contractual duties performed outside of normal business hours by personnel regularly employed by Contracting Officer will be allocated to Political Subdivision under this Agreement.

- (d) Political Subdivision acknowledges that voting equipment is highly technical and it is conceivable that, despite the best effort of the parties and technical assistance, it might fail during the election. Contracting Officer will take every possible action to remedy any such situation, but Political Subdivision agrees that should such equipment fail, it will not make any claim for damages of any kind.
- (e) The county early voting sites as per the attached Exhibit A will be used for the Joint Election. Any eligible Montgomery County voter in the Joint Election may vote early by personal appearance at any one of the joint early voting locations in Exhibit A.
- (f) Montgomery County Elections Department is contracting with numerous political entities for the Joint Election, and the parties agree that all ballot styles will be programmed into one electronic voting system. Each voter will receive one ballot that contains all races and measures in the Joint Election for which the voter is eligible at the address and in the precinct of the voter's current registration in Montgomery County. One joint voter sign-in process consisting of a common list of Montgomery County registered voters and common signature rosters shall be used.
- (g) In accordance with Section 31.099 of the Texas Election Code, Contracting Officer shall file copies of this Agreement with the Auditor and Treasurer of Montgomery County not later than the 10th day from receipt by Contracting Officer of the fully executed Agreement(s).
- (h) Montgomery County is self-insured for personal liability issues. Should Political Subdivision desire insurance for injuries during this election or other liabilities, it shall make such arrangements separate from this Agreement.
- (i) In the event that the performance by Contracting Officer of any of its obligations hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or condition of any persons not a party thereof, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.
- (j) The parties to this Agreement agree that Political Subdivision may cancel this Agreement in the event that it has no need to participate in Joint Election. If Political Subdivision cancels its participation after the deadline in Exhibit C Timetable, a \$1,000 contract preparation and processing fee will be assessed to Political Subdivision in addition to any costs incurred by Contracting Officer on behalf of Political Subdivision prior to said cancellation. A 10% administrative fee will be added to all charges for services provided under this agreement, including services related to a canceled election or canceled participation for which notification is provided to Contracting Officer after the deadline in Exhibit C Timetable.
- (k) Political Subdivision has the option of extending the applicable terms of this Agreement through its runoff election, if required. If requested by Contracting Officer, Political Subdivision shall be responsible for locating acceptable runoff polling locations, although

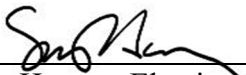
Contracting Officer may assist. The number of early voting locations and/or Election Day polling locations in a runoff election may be reduced. If Political Subdivision elects to have Contracting Officer conduct a runoff election, the polling places must be acceptable to Contracting Officer and shall be coordinated with other participating entities. Costs will be allocated to the participating entities, plus a 10% administrative fee shall be charged. Political Subdivision shall be responsible for all orders, notices, and notice of election postings and publications required for its runoff, except the publication of the notice of the public logic and accuracy test and the first test of automatic tabulating equipment, which Contracting Officer will publish.

The foregoing Election Services Agreement is made in Montgomery County, Texas, and is signed on the dates below.

[Remainder of this page intentionally left blank; signature page(s) to follow.]

MONTGOMERY COUNTY, TEXAS

December 30, 2024
Date Signed

By: 
Suzie Harvey, Elections Administrator
"Contracting Officer"
9159 Airport Road
Conroe, Texas 77303
Phone: (936) 539-7843 Fax: (936) 788-8340
Email: suzie.harvey@mctx.org
cynthia.jamieson@mctx.org

"Political Subdivision"

Date Signed

By: _____
Name: _____
Title: _____
Address: _____
City, State, Zip: _____
Phone: _____ Fax: _____
Email: _____