NOTICE OF BOARD MEETING
BY VIDEOCONFERENCE OR TELEPHONE CALL
HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES

Notice is hereby given that a meeting of the Board of Trustees of the Hays Consolidated Independent School District will be held on May 24, 2021 beginning at 5:30 PM.

Due to health and safety concerns related to the COVID-19 coronavirus, and pursuant to Governor Abbott's Temporary Suspension of the Open Meetings Laws issued on March 16, 2020, and consistent with new state and local mandates, this meeting will be conducted via videoconference or telephone call in accordance with the provisions of Sections 551.125 or 551.127 of the Texas Government Code that have not been suspended by order of the governor. A quorum of the Board of Trustees will not be physically present at one location and, for safety reasons, we will not be permitting in-person attendance by members of the public and/or staff participating

Members of the public may access this meeting as follows: https://us02web.zoom.us/j/83004495324. Passcode 579929

If you wish to submit comments for review by the Board of Trustees, please complete and submit the form available here: www.hayscisd.net/boardcomment . Comments must be submitted between the hours of 8:00 and 12:00 noon on the day of this meeting. All of such comments will be made available to all Board Members prior to this meeting.

It is not anticipated the Board will adjourn to closed session for this meeting.

However, if during the course of the meeting, discussion of any item on the agenda should be held in a closed session, the Board will adjourn to a closed session in accordance with the Texas Open Meetings Act, Texas Government Code Section 551, Subchapters D and E or Texas Government Code Section 418.183(f). Before any closed session 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. Policy BEC Legal attached.

The subjects to be discussed, considered or upon which any formal action may be taken are listed below. Items do not have to be taken in the same order as shown on this meeting notice. Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

Members of the public who wish to provide citizen comment have the following options:
1. In-person - Kunkel Room at the Historic Buda Upper Campus, 300 San Antonio Street, Buda, Texas 78610.
2. On-line - submit on line comment form found at https://www.hayscisd.net/boardcomment. Those comments must be submitted between the hours of 8:00 and 12:00 noon on the day of this meeting. All of such comments will be made available to all Board Members prior to this meeting.

A. **CALL TO ORDER:** Establish a quorum

B. **CLOSED SESSION**

1. Review of Superintendent's recommendations regarding employment, resignations, extended leaves, and other personnel matters, including employment contracts for Assistant Principals and Athletic Director - Tx. Gov't Code Sec. 551.074

C. **RECONVENE IN OPEN SESSION (immediately following closed session)**

D. **PLEDGE OF ALLEGIANCE TO UNITED STATES AND TEXAS FLAGS**

United States Flag Pledge:

I pledge allegiance to the flag of the United States of America and to the republic for which it stands, one nation, under God, indivisible, with liberty and justice for all.

Texas Flag Pledge:
Honor the Texas flag, I pledge allegiance to thee, Texas, one state under God, one and indivisible.

E. **MISSION STATEMENT**

The mission of Hays CISD is to nurture students to become extraordinary citizens through unique, personal educational experiences through an innovative community of learners while celebrating our diversity and legacy.

F. **SOCIAL CONTRACT**

The Board will:

1. Serve as District Ambassadors
2. Be Professional
3. Collaborate as a Team and Respect the Body Corporate
4. Promote Discussion and Respect Each Other
5. Assume Positive and Noble Intentions

G. **PUBLIC FORUM** **7**

It is the policy of the Board that, if members of the public wish to address the Board in Public Forum, they must complete and submit the Request to Address the Board of Trustees form (green sheet). This form may be obtained and at the entrance to the Board room and must be submitted to Tim Savoy, Chief Information Officer at the entrance prior to reconvening in open session. Public participation in Board meetings is limited to the Public Forum portion of the meeting agenda, as is provided in Board policy.

If you would like to leave comments with the Board but do not wish to attend the meeting, you can submit such comments at https://www.hayscisd.net/boardcomment. Those comments must be submitted between the hours of 8:00 and 12:00 noon on the day of this meeting. All of such comments will be made available to all Board Members prior to this meeting.

Please be aware that the audio of Public Forum is recorded as part of the recording of the entire meeting and is published on the District's website without alteration. A person who chooses to speak in Public Forum is consenting to the online publication of their comments.

H. **REQUESTS FOR INFORMATION FROM THE BOARD OF TRUSTEES**

I. **CONSENT AGENDA ITEMS** **8**

Per Board Policy BE all items listed as consent items are considered to be routine by the Board and shall be enacted with one motion. There shall be no separate discussion unless a Board member so requests, in which event the item shall be removed as a consent item and considered as an individual item on the regular agenda.

1. Minutes of Board of Trustees Meetings 9
   Dr. Eric Wright
2. Budget Amendments 14
   Randy Rau
3. Procurements 19
   a. Building Automation System parts and service - Automated Logic Controls 20
      Max Cleaver
   b. Clothing Apparel & Promotional Items - Central Texas Recognition 21
      Sandra Dowdy, Jesus Gomez
   c. Go Math and Science Fusion Student Workbooks/Worktext - Textbook Warehouse 22
      Sandra Dowdy, Sami Kinsey
   d. Online Intervention Program Reading Plus - Southwest Education 24
      Sandra Dowdy, Sami Kinsey
   e. Radio Service - District Wide - LCRA 26
      Max Cleaver
   f. Security Cameras for Bus Fleet - Radio Engineering Industries (REI) & Safety Vision 27
      Max Cleaver
   g. Technology Equipment - CDW Government 29

Dianne Borreson

4. Waivers

Mary Noble

a. CPR 30

b. Foreign Exchange Waiver 35

c. Compensatory Education Home Instruction (CEHI) On Campus Waiver 37

J. **ACTION ITEMS**

1. Consideration and action, if any, resulting from closed session

a. Consideration and possible action on Superintendent's recommendations regarding employment, resignations, extended leaves and other personnel matters, including employment contracts for Assistant Principals and Athletic Director 41

Dr. Eric Wright

2. Consideration and possible adoption of an order authorizing and providing for the defeasance and redemption of certain outstanding obligations of Hays Consolidated Independent School District, authorizing the execution of an escrow agreement; and containing other provisions related thereto 42

Dr. Eric Wright; Randy Rau

3. Consideration and possible approval of the Guaranteed Maximum Price (GMP) for an elementary school in the Sunfield Development 67

Max Cleaver

4. Consideration and possible approval of the GMP for the Beacon Hill Parking Lot 91

Max Cleaver

5. Consideration and possible approval of temporary utility easement with the Pedernales Electric Coop (PEC) 95

Max Cleaver

6. Consideration and possible approval of City of Kyle Right-of-Way (ROW) Request at the Hays CISD Performing Arts Center 108

Max Cleaver

7. Consideration and possible acceptance of drainage easement for Plum Creek Uptown District Property Owners' Association Inc., consent to the amended and restated Declaration of Covenants, Conditions, and Restrictions for Plum Creek Uptown District, and withdrawal from the Plum Creek Uptown District Property Owners' Association Inc. 122

Max Cleaver

8. Consideration and possible approval of revision of the Joint Use Agreement for Parking Facilities with City of Kyle Reinvestment Zone Number Two 204

Max Cleaver

9. Consideration and possible approval of voluntary annexation of property located in the ETJ of Uhland into the City of Uhland 208

Max Cleaver

10. Consideration and possible approval of bus purchase from Longhorn Bus 216

Max Cleaver

11. Consideration and possible approval of purchase of Reading Software Program for reading instruction and intervention from Amplify Education 218

Sandra Dowdy, Sami Kinsey

12. Consideration and possible approval of purchase of reading instructional and K-3 math intervention screener from Amplify Education 220

Sandra Dowdy, Sami Kinsey

13. Consideration and possible approval of the procurement of various items related to the rebranding of Hays High School 222

Sandra Dowdy, Jesus Gomez

K. **INFORMATION ITEMS**

1. Pay Maintenance Study 225
Marivel Sedillo; TASB representative
2. FIRST READING -Revision of policy EIC (LOCAL) Academic Achievement Class Ranking 226
Joy Philpott; Sami Kinsey
3. Summary of the application and plan for use of the ESSER III Funds 242
Mary Noble
4. Finance Report 246
Randy Rau
5. Investment Report 261
Randy Rau
6. Invitation to nominate a trustee from Hays CISD for the Region 13, Position C seat on the TASB Board 267
Board Matter
7. Facilities and Bond Oversight Committee (FBOC) Report 289
Max Cleaver
8. Superintendent Update 290
Dr. Eric Wright

L. **RECAP OF BOARD MEMBERS' REQUESTS FOR INFORMATION**
Board Secretary

M. **BOARD REFERENCE DOCUMENTS** **291**

N. **UPCOMING BOARD MEETINGS**

June 2, 2021 - Budget Workshop - 5:30 pm - Kunkel Room
June 21, 2021 @ 5:30 pm - Kunkel Room
June 28, 2021 @ 5:30 pm - Kunkel Room

Official Board of Trustees information may be obtained at www.hayscisd.net

O. **ADJOURN**

This notice was posted in compliance with the Texas Open Meetings act on: May 21, 2021 at 4:00 PM

Exceptions for Closed Meetings

A board may conduct a closed meeting for the purposes described in the following provisions.

Attorney Consultation

A board may conduct a private consultation with its attorney only when it seeks the attorney's advice about pending or contemplated litigation or a settlement offer or on a matter in which the duty of the attorney to the board under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the requirement for open meetings. *Gov't Code 551.071* [See BE for permissible methods of communication for attorney consultations]

Real Property

A board may conduct a closed meeting to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the board's position in negotiations with a third person. *Gov't Code 551.072*

Prospective Gift

A board may conduct a closed meeting to deliberate a negotiated contract for a prospective gift or donation to a district if deliberation in an open meeting would have a detrimental effect on the board's position in negotiations with a third person. *Gov't Code 551.073*

Personnel Matters

A board is not required to conduct an open meeting to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee or to hear a complaint or charge against an officer or employee. However, a board may not conduct a closed meeting for these purposes if the officer or employee who is the subject of the deliberation or hearing requests a public hearing. *Gov't Code 551.074*

The closed meeting exception for personnel matters does not apply when a board discusses an independent contractor who is not a school employee, such as an engineering, architectural, or consultant firm, or when a board discusses a class or group of employees, not a particular employee. *Atty. Gen. Op. MW-129 (1980), Atty. Gen. Op. H-496 (1975)*

Employee-Employee Complaints A board is not required to conduct an open meeting to deliberate in a case in which a complaint or charge is brought against a district employee by another employee and the complaint or charge directly results in the need for a hearing. However, a board may not conduct a closed meeting for this purpose if the employee against whom the complaint or charge is brought makes a written request for an open hearing. *Gov't Code 551.082*

Student Discipline A board is not required to conduct an open meeting to deliberate in a case in which a complaint or charge is brought against a district employee by another employee and the complaint or charge directly results in the need for a hearing. However, a board may not conduct a closed meeting for this purpose if the employee against whom the complaint or charge is brought makes a written request for an open hearing. *Gov't Code 551.082*

Personally Identifiable Student Information

A board is not required to conduct an open meeting to deliberate a matter regarding a student if personally identifiable information about the student will necessarily be revealed by the deliberation.

Directory information about a public school student is considered to be personally identifiable information about the student for this purpose only if a parent or guardian of the student, or the student if the student has attained 18 years of age, has informed a district that the directory information should not be released without prior consent. [See FL]

This exception does not apply if an open meeting about the matter is requested in writing by a parent or guardian of the student or by the student if the student has attained 18 years of age.
Gov't Code 551.0821

Medical or Psychiatric Records

A board that administers a public insurance, health, or retirement plan is not required to conduct an open meeting to deliberate

1. The medical records or psychiatric records of an individual applicant for a benefit from the plan; or
2. A matter that includes a consideration of information in the medical or psychiatric records of an individual applicant for a benefit from the plan.

Gov't Code 551.0785

Security

A board is not required to conduct an open meeting to deliberate:

1. The deployment, or specific occasions for implementation, of security personnel or devices, or
2. A security audit

Gov't Code 551.076

A board is not required to conduct an open meeting to deliberate:

1. Security assessments or deployments relating to information resources technology;
2. Network security information as described by Government Code 2059.055(b); or
3. The deployment, or specific occasions for implementation, of security personnel, critical infrastructure, or security devices.

Gov't Code 551.089

Assessment Instruments

A board shall conduct a closed meeting to discuss or adopt individual assessment instruments or assessment instrument items. *Education Code 39.030(a)*

Emergency Management

A board is not required to conduct an open meeting to deliberate information confidential under Government Code 418.175–418.182, Management relating to Homeland Security. However, a board must make a tape recording of the proceedings of a closed meeting held to deliberate the information.
Gov't Code 418.183(f)

Economic Development Negotiations

A board is not required to conduct an open meeting:

1. To discuss or deliberate regarding commercial or financial information that the board has received from a business prospect that the board seeks to have locate, stay, or expand in or near a district and with which the board is conducting economic development negotiations; or
2. To deliberate the offer of a financial or other incentive to such a business prospect.

Gov't Code 551.087

Procedures for Closed Meetings

If a closed meeting is allowed, a board shall not conduct the closed meeting unless a quorum of the board first convenes in an open meeting for which proper notice has been given [see BE] and the presiding officer has publicly announced that a closed meeting will be held and has identified the section or sections of the Open Meetings Act or other applicable law under which the closed meeting is held. *Gov't Code 551.101*

Vote or Final Action

A final action, decision, or vote on a matter deliberated in a closed meeting shall be made only in an open meeting for which proper notice has been given. *Gov't Code 551.102* [See BE]

Certified Agenda or Recording

A board shall either keep a certified agenda or make a recording of the proceedings of each closed meeting, except for private consultation with a district's attorney. The certified agenda must include a statement of the subject matter of each deliberation, a record of any further action taken, and an announcement by the presiding officer at the beginning and end of the closed meeting indicating the date and time. A presiding officer shall certify that a certified agenda is a true and correct record of the proceedings. If a recording is made, it must include announcements by the presiding officer at the beginning and end of the meeting indicating the date and time. *Gov't Code 551.103*

"Recording" means a tangible medium on which audio or a combination of audio and video is recorded, including a disc, tape, wire, film, electronic storage drive, or other medium now existing or later developed. *Gov't Code 551.001(7)*

Closed meetings may not be recorded by an individual trustee against the wishes of a majority of a board. *Zamora v. Edgewood Indep. Sch. Dist., 592 S.W.2d 649 (Tex. App.—San Antonio, 1979, writ ref'd n.r.e.)*

Preservation

A board shall preserve the certified agenda or recording of a closed meeting for at least two years after the date of the meeting. If a legal action involving the meeting is brought within that period, the board shall preserve the certified agenda or recording while the action is pending. *Gov't Code 551.104(a)*

Public Access

A certified agenda or recording of a closed meeting is available for public inspection and copying only under a court order issued as a result of litigation involving an alleged violation of the Open Meetings Act. *Gov't Code 551.104(b), (c)*

Prohibitions

No board member shall participate in a closed meeting knowing that neither a certified agenda nor a recording of the closed meeting is being made. *Gov't Code 551.145*

No individual, corporation, or partnership shall without lawful authority disclose to a member of the public the certified agenda or recording of a meeting that was lawfully closed to the public. *Gov't Code 551.146*

No board member shall knowingly call or aid in calling or organizing a closed meeting that is not permitted under the Open Meetings Act, close or aid in closing a regular meeting to the public except as permitted under the Open Meetings Act, or participate in a closed meeting that is not permitted under the Open Meetings Act. *Gov't Code 551.144(a)*

Affirmative Defense

It is an affirmative defense to prosecution under Subsection 551.144(a) that a board member acted in reasonable reliance on a court order or a written interpretation of the open meetings law contained in an opinion of a court of record, the attorney general, or the board's attorney. *Gov't Code 551.144(c)*

DATE ISSUED: 11/16/2017
UPDATE 109
BEC(LEGAL)-P

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES

Date: **May 24, 2021**

Subject: **Public Forum**

Administrator Responsible/Position: Dr. Eric Wright, Superintendent

A. Purpose of Agenda Item

☐ **Action needed** ☐ **Information only** ☒ **Receive input**

B. Authority for This Action:

☒ **Local Policy BED** ☒ **Law or Rule** ☐ **N/A**

The Board encourages comments from citizens of the District and from District employees.

Policy BED local states that audience participation at a Board Meeting is limited to the public comment portion of the meeting designated for that purpose. At all other times during a Board Meeting, the audience shall not enter into discussion or debate on matters being considered by the Board, unless requested by the presiding officer. An open forum will be conducted at each meeting. The Board shall allot approximately 30 minutes for comments from members of the public about school district concerns.

Any member of the public who wishes to address the Board in Public Forum must complete and submit the Request to Address the Board of Trustees form (green sheet). This form may be obtained and at the entrance to the Board room and must be submitted to Tim Savoy, Chief Information Officer at the entrance prior to reconvening in open session. Public participation in Board meetings is limited to the Public Forum portion of the meeting agenda, as is provided in Board policy.

Board Policy DEC (LOCAL) sets the maximum time for any individual presentation as 5 minutes, unless decreased by the Board President prior to the start of public comment. In order to ensure efficiency in all meetings, our standard practice is to afford 3 minutes for speakers covering current agenda items and 2 minutes for speakers covering non-agenda items. Speakers with comments on posted agenda items will be called to speak first. Speakers with comments on items not posted for tonight's agenda will then be called to speak, if time permits.

If you would like to leave comments with the Board but do not wish to attend the meeting, you can submit such comments at https://www.hayscisd.net/boardcomment. Those comments must be submitted between the hours of 8:00 and 12:00 noon on the day of this meeting. All of such comments will be made available to all Board Members prior to this meeting.

Please be aware that the audio of Public Forum is recorded as part of the recording of the entire meeting and is published on the District's website without alteration. A person who chooses to speak in Public Forum is consenting to the online publication of their comments.

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES

Date: **May 24, 2021**

Subject: Consideration and Possible Approval of Consent Agenda

Administrator Responsible/Position: Dr. Eric Wright, Superintendent

A. Purpose of Agenda Item:

☒ **Action needed** ☐ **Information only** ☐ **Receive input**

B. Authority for This Action:

☒ **Local Policy BE** ☐ **Law or Rule** ☐ **N/A**

Policy Be local states that the consent agenda shall include items of a routine and/or recurring nature grouped together under one action item. For each item listed as part of a consent agenda, the Board shall be furnished with background material. All such items shall be acted upon by one vote without separate discussion, unless a Board member requests that an item be withdrawn for individual consideration. The remaining items shall be adopted under a single motion and vote

C. Goal or Need Addressed:

As listed on attached pages

D. Summary:

☒ Previous board action relating to this item - Ongoing
☒ Future action anticipated - Monthly
☒ Background information – The following items are presented for approval

1. Board Meeting Minutes
2. Budget Amendments
3. Procurements
4. Expedited and General Waivers

E. Comments Received:

☒ Cabinet ☐ DLT ☐ FBOC ☐ Teacher Org. Reps. ☐ Other _____

All agenda items have been reviewed by the Superintendent's Cabinet

F. Administrative Recommendation:

The Superintendent recommends the Board approve consent agenda items as presented.

G. Fiscal Impact and Cost: **Amount:** Per individual items attached

H. Suggested Motion:

I move that the Board approve the consent agenda as presented.

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES

Date: **May 24, 2021**

Subject: Consideration and possible approval of meeting minutes

Administrator Responsible/Position: Dr. Eric Wright, Superintendent

A. Purpose of Agenda Item:
☒ **Action needed** ☐ **Information only** ☐ **Receive input**

B. Authority for This Action:
☒ **Local Policy** ☐ **Law or Rule** ☐ **N/A**
Policy BE local states that Board action shall be carefully recorded by the Board Secretary or clerk; when approved, these minutes shall serve as the legal record of official Board actions. The written minutes of all meetings shall be approved by vote of the Board and signed by the Board President and the Board Secretary

C. Goal or Need Addressed: N/A

D. Summary:
☒ Previous board action relating to this item - Ongoing
☒ Future action anticipated - Monthly
☒ Background information – Minutes from the April 19, 2021 and April 27, 2021 meetings are presented for approval

E. Comments Received:
☒ Cabinet ☐ DLT ☐ FBOC ☐ Teacher Org. Reps. ☐ Other _____
All agenda items have been reviewed by the Superintendent's Cabinet.

F. Administrative Recommendation:
The Superintendent recommends the Board approve minutes from the April 19, 2021 and April 27, 2021 meetings as presented.

G. Fiscal Impact and Cost: Amount: N/A
☐ Budget ☐ Bond ☐ Grant/Special Funds ☐ Other _____

H. Suggested Motion:
I move that the Board approve the April 19, 2021 and April 27, 2021 meetings as presented.

Minutes of Regular Meeting
April 19, 2021

Hays CISD Board of Trustees

These minutes are a record of the actions taken by the Hays CISD Board of Trustees in the meeting held on the above date. The complete video of this meeting is accessible at www.hayscisd.net for those who wish to hear the specific details of the discussions on the agenda topics presented.

A Regular Meeting of the Board of Trustees of Hays CISD was held Monday, April 19, 2021, beginning at 5:30 PM in the Kunkel Room at the Historic Buda Upper Campus, 300 San Marcos St., Buda, TX 78610.

CALL TO ORDER: Establish a quorum
Board President, Esperanza Orosco, called the meeting to order at 5:30 PM. All Board Members, Raul Vela, Merideth Keller, Will McManus, Esperanza Orosco, Vanessa Petrea, Willie Tenorio and Michael Sanchez, were present.

CLOSED SESSION
The Board adjourned to closed session at 5:30 PM to consult with legal counsel regarding resolution of student matter and Superintendent's authority to implement pursuant to Texas Gov't Code Sec. 551.071 and 551.129.

RECONVENE IN OPEN SESSION
The Board reconvened in open session at 6:19 PM.

PLEDGE OF ALLEGIANCE TO UNITED STATES AND TEXAS FLAG

MISSION STATEMENT

SOCIAL CONTRACT

PUBLIC FORUM
Three members of the public addressed the Board regarding senior events during the COvID Pandemic. The Board asked that Dr. Wright to meet with the community members later in the week to come to a mutual agreement regarding the requests.

CONSENT AGENDA
- Minutes of Board of Trustees Meetings
- Budget Amendments
- Procurements
  - AP Exams - College Board
  - Concrete & Repair Work at Tom Green Elementary - Myers Concrete
  - Digital Assessment Library - NCS Pearson
  - Flooring Replacement & Repairs - Intertech Commercial Flooring
  - M&O Supplies & Materials - Home Depot
  - Open Court Workbooks - McGraw
  - Pre-K Instructional Materials - SAVVAS dba Pearson Education
  - Propane Services - Lone Star Propane dba Bubba's Got Gas
  - PSAT & SAT Assessment Exams - College Board

Screen Printing & Embroidery Services
Technology Equipment - Districtwide - Apple
Technology Supplies & Equipment - GTS Technology Solutions

Consideration and possible approval of the Instructional Materials Allotment and TEKS Certification form for the 2021-2022 school year

Discussion ensued – Administrators answered questions from the Board Members.

ACTION ITEMS

Consideration and action, if any, resulting from closed session

Consideration and possible action regarding proposed resolution of student matter and Superintendent's authority to implement.

Mr. McManus moved and Mr. Vela seconded the motion that the Board approve the resolution of student matter as presented in closed session with our attorney, giving the Superintendent authority to implement.. The motion passed with a 7-0 vote.

ACTION ITEMS REVIEWED FOR ACTION ON APRIL 27, 2021

Consideration and possible approval of early release of additional FTEs for the 2021-2022 academic school year

Marivel Sedillo reviewed with the Board the positions administration is requesting to be released early for the 2021-2022 school year. Discussion ensued. The Board requested that Mrs. Sedillo add 5 additional teaching positions to the list to be approved at next week's meeting.

Consideration and possible approval of the 2021-2022 COVID Perseverance Incentive in the amount of $250 to each employee

Discussion ensued. Dr. Wright answered questions from Board members.

Consideration and possible adoption of resolution requesting the 87th Texas Legislature to immediately release the Federal Educational Funds (ESSER) due to the district

Mr. McManus read the resolution that will be presented for Board approval at next week's meeting. Discussion ensued.

INFORMATION ITEMS

GPA and Class Rank Committee Report

The Board took a short break from 7:47 to 7:55.

2021-2022 Budget Review
Finance Report
Superintendent update on the 2020-2021 school year
Report on the Continuing Education Requirements for Board Members under Senate Bill 1566

Esperanza Orosco will present this information at next week's Board meeting.

ADJOURN

No further business was conducted and the meeting adjourned at 8:18 PM.

Minutes of Regular Meeting
April 27, 2021

Hays CISD Board of Trustees

These minutes are a record of the actions taken by the Hays CISD Board of Trustees in the meeting held on the above date. The complete video of this meeting is accessible at www.hayscisd.net for those who wish to hear the specific details of the discussions on the agenda topics presented.

A Regular Meeting of the Board of Trustees of Hays CISD was held Monday, April 27, 2021, beginning at 5:30 PM in the Kunkel Room at the Historic Buda Upper Campus, 300 San Marcos St., Buda, TX 78610.

CALL TO ORDER: Establish a quorum
Board President, Esperanza Orosco, called the meeting to order at 5:31 PM. All Board Members, Raul Vela, Merideth Keller, Will McManus, Esperanza Orosco, Vanessa Petrea, Willie Tenorio and Michael Sanchez, were present.

CLOSED SESSION

Review of Superintendent's recommendations regarding employment, resignations, extended leaves, and other personnel matters, including administrative recommendations for Principal of Buda Elementary, Principal of Fuentes Elementary, Principal of Pfluger Elementary, Principal of the Impact Center, Assistant Principal of Dahlstrom Middle School and the Executive Officer of Special Education Services - Tx. Gov't Code Sec. 551.074

RECONVENE IN OPEN SESSION
The Board reconvened in open session at 6:41 PM.

PLEDGE OF ALLEGIANCE TO UNITED STATES AND TEXAS FLAGS

MISSION STATEMENT

SOCIAL CONTRACT

PUBLIC FORUM
Six people addressed the Board during the Public Forum portion of the meeting. Two individuals spoke regarding GPA and Class Rank and four individuals addressed the board regarding exemptions at the high schools.

CONSENT AGENDA

Minutes of Board of Trustees Meetings
Budget Amendments
Procurements

- AP Exams - College Board
- Concrete & Repair Work at Tom Green Elementary - Myers Concrete
- Digital Assessment Library - NCS Pearson
- Flooring Replacement & Repairs - Intertech Commercial Flooring
- M&O Supplies & Materials - Home Depot
- Open Court Workbooks - McGraw
- Pre-K Instructional Materials - SAVVAS dba Pearson Education
- Propane Services - Lone Star Propane dba Bubba's Got Gas
- PSAT & SAT Assessment Exams - College Board
- Screen Printing & Embroidery Services
- Technology Equipment - Districtwide - Apple

- Technology Supplies & Equipment - GTS Technology Solutions

Consideration and possible approval of the Instructional Materials Allotment and TEKS Certification form for the 2021-2022 school year

Mrs. Keller pulled the PSAT & SAT Assessment Exams for further discussion. Administration answered questions.

Mr. McManus moved and Mr. Vela seconded the motion that the Board approve the consent items as presented. The motion passed with a 7-0 vote.

ACTION ITEMS

Consideration and action, if any, resulting from closed session

Consideration and possible action on Superintendent's recommendations for employment contracts for Buda Elementary Principal, Fuentes Elementary Principal, Pfluger Elementary Principal, Impact Center Principal, and Executive Officer of Special Education Services

Mr. Tenorio moved and Mr. McManus seconded the motion that the Board approve the hiring of Megan Zembik as the Buda Elementary Principal, Shea Howard as the Fuentes Elementary Principal, Elizabeth Lara as the Pfluger Elementary Principal, Cynthia Zapata as the Impact Center Principal, and Michelle Velasquez as the Special Education Executive Officer, as recommended by Dr. Eric Wright. The motion passed with a 7-0 vote.

Consideration and possible approval of early release of additional FTEs for the 2021-2022 academic school year

Mr. McManus moved and Mr. Vela seconded the motion that the Board approve the requested early release of additional positions for the 2021-2022 school year. Those positions being the Athletic Director, Tech 1 (Desktop Support/Repair), Tech 3 (Mobile Device Support Specialist) and 5 additional teaching positions planned for intervention. The motion passed with a 7-0 vote.

Consideration and possible approval of the 2021-2022 COVID Perseverance Incentive in the amount of $250 to each employee

Mrs. Orosco moved and Mrs. Keller seconded the motion that the Board approve payment of the 2020-2021 Perseverance Incentive in the amount of $250 to each employee. This incentive is given to all employees to compensate them for the performance of additional duties during the 2020-2021 school year as necessitated by the COVID-19 Pandemic. The motion passed with a 7-0 vote.

Consideration and possible adoption of resolution requesting the 87th Texas Legislature to immediately release the Federal Educational Funds (ESSER) due to the district

Mrs. Orosco moved and Mr. McManus seconded the motion that the Board adopt the resolution regarding the immediate release of Federal Educational Funds (ESSER) due to Hays CISD. The motion passed with a 7-0 vote.

INFORMATION ITEMS

- GPA and Class Rank Committee Report
- 2021-2022 Budget Review
- Finance Report
- Superintendent update on the 2020-2021 school year
- Report on the Continuing Education Requirements for Board Members under Senate Bill 1566

ADJOURN

No further business was conducted and the meeting was adjourned at 8:21 PM.

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES

Date: May 24, 2021

Subject: Budget Amendments

Administrator Responsible/Position:

A. Purpose of Agenda Item:

☒ **Action needed** ☐ **Information only** ☐ **Receive input**

B. Authority for This Action:

☐ **Local Policy** ☒ **Law or Rule** ☐ **N/A**

C. Goal or Need Addressed:

D. Summary:

☐ Previous board action relating to this item -

☐ Future action anticipated -

☒ Background information – The 2020-2021 budget has been approved by the Board of Trustees. Amendments to the budget must also be approved by the Board. The amendment involves cross function transfers which have no effect on the budget, and $2,285 increase in general fund revenues and $2,285 increase in expenditures for a JROTC revenue/expenditure adjustment. The amendment also involves adjusting the Debt Service budget by a $10,000,000 increase in to defease callable debt.

E. Scope of Options Reviewed:

Reasons for rejecting alternatives:

F. Comments Received:

☒ Cabinet ☐ DLT ☐ FBOC ☐ Teacher Org. Reps. ☐ Other _____

☐ From public -

G. Administrative Recommendation:

The administration recommends approval of the budget amendment as presented.

Fiscal Impact and Cost: **Amount: $5,271,637 – increase in revenue; $10,002,285**

☒ Budget ☐ Bond ☐ Grant/Special Funds ☒ Other: Debt Service Fund

(See attached detail)

H. Monitoring and Reporting Time Line:

Person responsible for evaluating this decision or action—
Randy Rau

I. Suggested Motion:

I move that the Board approve the budget amendment as presented.

BUDGET AMENDMENT 10 – May 24, 2021

RECOMMENDATION:

The Administration recommends the listed budget amendments and transfers be approved.

BACKGROUND INFORMATION:

In accordance with the TEA budget and accounting procedures and guidelines, the District's official budget includes the General Fund, Food Service Fund, and the Debt Service Fund. The Board of Trustees should approve the adoption of the budgets associated with these funds, and subsequent amendments, at the *Fund Function* level. Other funds such as Special Revenue Funds for grants and capital projects are approved on a *Project Basis*; and consequently, *are* not required to be approved with the same level of detail.

The administration routinely allows transfers of existing budgeted funds within the same fund function in order to accommodate the necessary operations of the requesting department or campus. These transfers usually become necessary due to account coding requirements. Requests for transfers of existing funds between functions are reviewed by the administration to ensure that the related expenditures will not exceed the overall approved budget at the function level. These requests allowed at the administrative level are subject to final approval by the Board of Trustees.

In addition to the transfers of existing budget funds outlined above, the Board of Trustees must approve requests for new appropriations prior to expenditure. These requests include appropriations from fund balance, and reappropriation of designated fund balances.

ADMINISTRATIVE CONSIDERATIONS:

Transfers: The Administration has reviewed the following transfers and determined that there will be **no impact to the budget.**

Cross Function Transfer Summary

Description	Increase (Decrease)	
11 - Instruction	$	(29,991)
12 - Instructional Resources and Media Services	$	0
13 - Instructional Staff Development	$	4,635
21 - Instructional Administration	$	0
23 - Campus Administration	$	11,692
31 - Guidance and Counseling Services	$	9,542
32 - Social Work Services	$	0
33 - Health Services	$	0
34 - Transportation	$	0
36 - Co curricular / Extracurricular	$	(9,510)
41 - General Administration	$	0
51 - Maintenance	$	12,282
52 - Security	$	2,000
53 - Data Services	$	0
61 – Community Services	$	(650)
71 – Debt Service	$	0
81 – Facilities Acquisition & Construction	$	0
91 – Chapter 41 Payments	$	0
93 – Payments to Fiscal Agents	$	0
95 – Payments to JJAEP	$	0
99 – Other Intergovernmental Charges	$	0
Total Net Transfers	**$**	**$0**

REQUESTS for Re-APPROPRIATIONS:

General Operating Fund:

JROTC revenue adjustment.

General Operating Fund Re-Appropriations Summary			
Description	**Official Budget**	**Increase/ (Decrease)**	**Amended Budget**
Revenues:			
183-00-5949-00-005-00-0	$ 0	$ 2,285	$ 0
Total	**$ 0**	**$ 2,285**	**$ 0**
Expenditures:			
183-11-6639-US-005-38-1	$ 0	$ 2,285	$ 0
Total	**$ 0**	**$ 2,285**	**$ 0**
Total Net Appropriations (Revenues minus Expenditures)		**$ 0**	

Debt Service Fund:

Adjust budget to account for 2020-2021 defeasance of callable debt.

General Operating Fund Re-Appropriations Summary			
Description	**Official Budget**	**Increase/ (Decrease)**	**Amended Budget**
Revenues:			
599-00-571X-00-000-00-0	$ 43,715,670	$ 3,500,000	$ 47,215,670
599-00-574X-00-000-00-0	$ 0	$ 75,000	$ 75,000
599-00-5829-00-000-00-0	$ 0	$ 613,352	$ 613,352
599-00-7915-00-000-00-0	$ 0	$ 1,081,000	$ 1,081,000
Total	**$ 43,715,670**	**$ 5,269,352**	**$ 48,985,022**
Expenditures:			
599-71-65xx-00-909-99-1	$ 43,715,670	$ 10,000,000	$ 53,715,670
Total	**$ 43,715,670**	**$ 10,000,000**	**$ 53,715,670**
Total Net Appropriations (Revenues minus Expenditures)		**$ (4,730,648)**	

ACTION REQUIRED

Board Approval

SUPPORT INFORMATION

Additional information provided upon request.
Contact: Randall Rau – Chief Financial Officer

Hays Consoldiated Independent School District
Budget Amendment 10 Support Information
for the Fiscal Year Ending June 30, 2021

Budget Amendment #10 Support:

Account	Function	Location	Amount	User ID	Status	Original Period	New Period	JE #	New JE #	Reason
199-61-6399-00-045-99-1	61	045	$ (1,000.00)	torresla	Pending	10		1227		reallocate unused funds
199-11-6399-00-045-11-1	11	045	$ 500.00	torresla	Pending	10		1227		reallocate unused funds
199-23-6498-00-045-99-1	23	045	$ 500.00	torresla	Pending	10		1227		reallocate unused funds
199-11-6112-00-045-11-1-	11	045	$ (1,600.00)	torresla	Pending	10		1213		unused to 23-6399
199-23-6399-00-045-99-1-	23	045	$ 1,600.00	torresla	Pending	10		1213		from subs
199-11-6295-CM-045-24-1-	11	045	$ (2,000.00)	torresla	Pending	10		1213		unused to 13.6399 BOY supp
199-13-6399-00-045-11-1-	13	045	$ 2,000.00	torresla	Pending	10		1213		from CIS contract BOY supp
199-11-6295-CM-045-24-1-	11	045	$ (1,347.00)	torresla	Pending	10		1213		unused to 23-6411 TASSP
199-23-6411-00-045-99-1-	23	045	$ 1,347.00	torresla	Pending	10		1213		from CIS contract TASSP
199-11-6295-CM-045-24-1-	11	045	$ (500.00)	torresla	Pending	10		1213		to 13-6498 EOY MTGS
199-13-6498-00-045-99-1-	13	045	$ 500.00	torresla	Pending	10		1213		from CIS contract EOY mtgs
199-11-6295-CM-045-24-1-	11	045	$ (253.00)	torresla	Pending	10		1213		unused to 23-6498 summer mtg
199-23-6498-00-045-99-1-	23	045	$ 253.00	torresla	Pending	10		1213		from CIS contract summer mtg
182-11-6399-55-006-11-1	11	006	$ (315.00)	mendezt	Pending	10		1158		
182-36-6497-55-006-99-1	36	006	$ 315.00	mendezt	Pending	10		1158		
199-11-6112-00-111-11-1	11	111	$ (6,724.00)	neelym	Pending	10		1135		marquee replacement
199-51-6639-00-111-99-1	51	111	$ 6,724.00	neelym	Pending	10		1135		marquee replacement
199-11-6399-22-005-11-1	11	005	$ (1,000.00)	cannonk	Pending	10		1125		
199-52-6399-00-005-99-1	52	005	$ 1,000.00	cannonk	Pending	10		1125		
199-13-6398-00-113-11-1	13	113	$ (891.00)	escotoe	Pending	10		1113		
199-23-6498-00-113-99-1	23	113	$ 891.00	escotoe	Pending	10		1113		
199-11-6494-80-108-11-1	11	108	$ (1,750.00)	hernandezs	Pending	10		1076		cover budget shortfall
199-23-6498-00-108-99-1	23	108	$ 1,750.00	hernandezs	Pending	10		1076		cover budget shortfall
182-13-6295-34-005-11-1	13	005	$ (331.00)	vargasam	Pending	10		1061		
182-11-6295-34-005-11-1	11	005	$ 331.00	vargasam	Pending	10		1061		
182-13-6411-55-043-11-1	13	043	$ (320.00)	mendezt	Pending	10		1056		
182-36-6412-55-043-99-1	36	043	$ (277.00)	mendezt	Pending	10		1056		
182-11-6399-55-043-11-1	11	043	$ 597.00	mendezt	Pending	10		1056		
182-11-6399-34-005-11-1	11	005	$ (165.00)	vargasam	Pending	10		965		Posted early to meet deadline for registration
182-13-6411-34-005-99-1	13	005	$ 165.00	vargasam	Pending	10		965		Posted early to meet deadline for registration
182-13-6295-38-043-11-1	13	043	$ (2,000.00)	mendezt	Pending	10		841		
182-11-6399-38-043-11-1	11	043	$ 2,000.00	mendezt	Pending	10		841		
182-11-6399-MA-044-11-1	11	044	$ (140.00)	grayc	Pending	10		713		TODA convention
182-13-6411-MA-044-11-1	13	044	$ 140.00	grayc	Pending	10		713		TODA convention
199-11-6399-00-006-11-1	11	006	$ (1,000.00)	barrettl	Pending	10		705		
199-52-6399-00-006-99-1	52	006	$ 1,000.00	barrettl	Pending	10		705		
182-11-6295-55-047-11-1	11	047	$ (994.00)	mendezt	Pending	10		666		
182-36-6412-55-047-99-1	36	047	$ 994.00	mendezt	Pending	10		666		
199-13-6411-00-108-11-1	13	108	$ (676.00)	hernandezs	Pending	10		620		
199-11-6399-00-108-11-1	11	108	$ 676.00	hernandezs	Pending	10		620		
199-36-6399-28-108-99-1	36	108	$ (1,000.00)	hernandezs	Pending	10		612		
199-23-6399-00-108-99-1	23	008	$ 1,000.00	hernandezs	Pending	10		612		
199-36-6412-00-945-99-3	36	945	$ (8,194.00)	montielk	Pending	10		609		
199-36-6494-80-945-99-3	36	945	$ (1,348.00)	montielk	Pending	10		609		
199-31-6399-00-945-99-3	31	945	$ 9,542.00	montielk	Pending	10		609		

Hays Consoldiated Independent School District
Budget Amendment 10 Support Information
for the Fiscal Year Ending June 30, 2021

Budget Amendment #10 Support:

Account	Function	Location	Amount	User ID	Status	Original Period	New Period	JE #	New JE #	Reason
199-11-6399-TE-118-11-1	11	118	$ (1,876.00)	bradyt	Pending	11		193		Campus walkie talkies
199-23-6399-00-118-99-1	23	118	$ 1,876.00	bradyt	Pending	11		193		Campus walkie talkies
199-13-6411-00-111-99-1	13	111	$ (2,475.00)	neelym	Pending	11		108		
199-23-6399-00-111-99-1	23	111	$ 2,475.00	neelym	Pending	11		108		
199-11-6494-80-111-11-1	11	111	$ (3,225.00)	neelym	Pending	11		107		replace frozen landscape
199-51-6399-00-111-99-1	51	111	$ 3,225.00	neelym	Pending	11		107		replace frozen landscape
199-13-6295-00-921-25-3	13	921	$ (6,500.00)	logniond	Pending	11		33		reallocation of funds
199-11-6117-00-921-25-3	11	921	$ 6,500.00	logniond	Pending	11		33		reallocation of funds
199-11-6494-SM-936-11-5	11	936	$ (2,333.00)	mccoya	Pending	11		17		Purchase Ipad for new construction mgr
199-51-6399-TE-936-99-5	51	936	$ 534.00	mccoya	Pending	11		17		Purchase Ipad for new construction mgr
199-51-6394-TE-936-99-5	51	936	$ 1,799.00	mccoya	Pending	11		17		Purchase Ipad for new construction mgr
199-13-6397-TE-921-25-3-	13	921	$ 400.00	logniond	Pending	10		227		Reverse…posted in error
199-13-6394-TE-921-25-3-	13	921	$ 2,200.00	logniond	Pending	10		227		Reverse…posted in error
199-61-6498-00-921-25-3-	61	921	$ 350.00	logniond	Pending	10		227		Reverse…posted in error
199-13-6417-00-921-25-3-	13	921	$ 3,023.00	logniond	Pending	10		227		Reverse…posted in error
199-13-6411-00-921-25-3-	13	921	$ 4,400.00	logniond	Pending	10		227		Reverse…posted in error
199-13-6239-00-921-25-3-	13	921	$ 5,000.00	logniond	Pending	10		227		Reverse…posted in error
199-11-6397-TE-921-25-3-	11	921	$ (15,373.00)	logniond	Pending	10		227		Reverse…posted in error

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES

Date: May 24, 2021

Subject: Consideration and possible approval of Procurements

Administrator Responsible/Position: Cabinet Members

Purpose of Agenda Item:
☒ **Action needed** ☐ **Information only** ☐ **Receive input**

Authority for This Action:
☒ **Local Policy - BE** ☐ **Law or Rule** ☐ **N/A**

Goal or Need Addressed:
Procurement of necessary items for the district.

Summary:
☒ Previous board action relating to this item - Ongoing
☒ Future action anticipated - Monthly
☒ Background information – The following procurements will be presented for approval
a. Building Automation System part and service – Automated Logic Controls
b. Clothing Apparel & Promotional Items – Central Texas Recognition
c. Go Math and Science Fusion Student Workbooks/Worktext – Textbook Warehouse
d. Online Intervention Program Reading Plus – Southwest Education
e. Radio Service – District Wide – LCRA
f. Security Cameras for Bus Fleet – Radio Engineering Industries (REI) & Safety Vision
g. Technology Equipment – CDW Government

Comments Received:
☒ Cabinet ☐ DLT ☐ FBOC ☐ Teacher Org. Reps. ☐ Other _____
All agenda items have been reviewed by the Superintendent's Cabinet.

Administrative Recommendation:
The Administration recommends approval of the listed procurement items.

Fiscal Impact and Cost: Amount: as set forth in the procurement item.

Suggested Motion:
I move that the Board approve the procurement item as presented.

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES

Date: **05/24/2021**

Subject: Procurement - Building Automation System Parts and Services – Automated Logic Controls

Administrator Responsible/Position: Max Cleaver – Chief Operations Officer

A. Purpose of Agenda Item:
☒ **Action needed** ☐ **Information only** ☐ **Receive input**

B. Authority for This Action:
☒ **Local Policy** ☐ **Law or Rule** ☐ **N/A**

C. Goal or Need Addressed: The purpose of this agenda item is to procure building automation system (BAS) parts and services from Automated Logic Controls.

D. Summary:
☐ **Previous board action relating to this item** –
☐ **Future action anticipated –**
☒ **Background information** – Building automation systems (BAS) help manage temperature, schedule, performance, and device failures in all HVAC systems. BAS also improves energy efficiency and reduces operating expenses. Automated Logic Controls (ALC) supplies materials, installation services, and programing for the district's BAS needs. The department has spent approximately $40,726 on supplies and services to date and anticipates reaching the Board approval threshold in the coming months.

E. Scope of Options Reviewed:
BuyBoard Cooperative Contract: #631-20 HVAC Equipment, Supplies, and Installation of HVAC Equipment
This is a one-year contract with two (2) one-year renewal through 11/30/2023.
Reasons for rejecting alternatives:

F. Comments Received:
☐ **Cabinet** ☐ **DLT** ☐ **FBOC** ☐ **Teacher Org. Reps.** ☒ **Other:** Maintenance & Operations

G. Administrative Recommendation:
The administration recommends approval of the procurement of building automation systems (BAS) parts and services from Automated Logic Controls.

H. Fiscal Impact and Cost: Current Vendor Spend: $40,726.54
Requested Amount: $13,000.00
Total Amount: $53,726.54

☒ **Budget – General Operating Fund** ☐ **Bond** ☐ **Grant/Special Funds** ☐ **Other** _____
Prior Year Spending – $18,723.15
Future/Ongoing – This procurement will be recurring

I. Monitoring and Reporting Time Line:
Person responsible for evaluating this decision or action— Albert Flores – Director of Energy Management/HVAC
Evaluation method and time line -
Next report to the board -

J. Suggested Motion:
I move that the Board approve the procurement of BAS parts and services from Automated Logic Controls, in the amount of $53,726.54, as presented.

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES

Date: 05/24/2021

Subject: Procurement – Clothing Apparel & Promotional – Central Texas Recognition

Administrator Responsible/Position: Sandra Dowdy – Chief Academic Officer
Jesus Gomez, Deputy Academic Officer

A. Purpose of Agenda Item:
☒ **Action needed** ☐ **Information only** ☐ **Receive input**

B. Authority for This Action:
☒ **Local Policy** ☐ **Law or Rule** ☐ **N/A**

C. Goal or Need Addressed: The purpose of this agenda is to procure clothing apparel & promotional items from Central Texas Recognition.

D. Summary:
☐ **Previous board action relating to this item** –
☐ **Future action anticipated –**
☒ **Background information** – Central Texas Recognition has been utilized for Hays HS and Lehman HS for items such as letterman's jackets, athletic recognition items for post district accomplishments, graduation cords and other items. The addition of Johnson High School and varsity level play has increased the number of items customarily purchased.

E. Scope of Options Reviewed:
RFP #25-092002VL – Clothing Apparel & Promotional Items
This is a one-year contract with three (4) four options to renew through 06/30/2025
Reasons for rejecting alternatives:

F. Comments Received:
☐ **Cabinet** ☐ **DLT** ☐ **FBOC** ☐ **Teacher Org. Reps.** ☒ **Other:** Curriculum & Instruction (C&I)

G. Administrative Recommendation:
The administration recommends approval of the procurement of clothing apparel & promotional items from Central Texas Recognition

H. Fiscal Impact and Cost: Total Amount: $75,000
☒ **Budget – General Operating Fund** ☐ **Bond** ☐ **Grant/Special Funds** ☐ **Other** _____
Prior Year Spending – $45,989.75
Future/Ongoing – This procurement will be a recurring cost (annually)

I. Monitoring and Reporting Time Line:
Person responsible for evaluating this decision or action — Sandra Dowdy – Chief Academic Officer
Jesus Gomez – Deputy Academic Officer
Evaluation method and time line -
Next report to the board -

J. Suggested Motion:
I move that the Board approve the procurement of clothing apparel & promotional items from Central Texas Recognition for $75,000 as presented.

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES

Date: **5/24/2021**

Subject: Procurement: Go Math and Science Fusion Student Workbooks/Worktext – Textbook Warehouse

Administrator Responsible/Position: Sandra Dowdy – Chief Academic Officer

A. Purpose of Agenda Item:
☒ **Action needed** ☐ **Information only** ☐ **Receive input**

B. Authority for This Action:
☒ **Local Policy** ☐ **Law or Rule** ☐ **N/A**

C. Goal or Need Addressed: The purchase of this agenda is to procure student workbooks as part of the current K-5 Math and Science state adopted curriculum from Textbook Warehouse.

D. Summary:
☐ **Previous board action relating to this item**
☐ **Future action anticipated -**
☒ **Background information** – Campuses were surveyed prior to the 18/19 school year to determine usage of student workbooks for math and science. At that time the district purchased three (3) years' worth of workbooks. Over the last month campus leadership have reassessed their needs/usage and were surveyed to request additional workbooks, if needed. The workbooks are being purchased to support the districts K-5 Math and Science curriculum adoptions. The current science adoption is set to expire at the end of the 23/24 SY, while the Math will expire at the end of 25/26.

E. Scope of Options Reviewed:
BuyBoard Cooperative Contract: #573-18 Instructional Materials & Classroom Teaching Supplies and Equipment
This is a one-year contract through 10/31/2021
Reasons for rejecting alternatives:

F. Comments Received:
☐ **Cabinet** ☐ **DLT** ☐ **FBOC** ☐ **Teacher Org. Reps.** ☒ **Other:** Curriculum & Instruction

G. Administrative Recommendation:
The administration recommends approval of the procurement for student workbooks as part of the current K-5 Math and Science state adopted curriculum from Textbook Warehouse.

H. Fiscal Impact and Cost: Amount: $51,330.80
☐ **Budget – General Operating Fund** ☐ **Bond** ☒ **Grant/Special Funds:** Instructional Materials Allotment (IMA Funding)

Prior Year Spending - $0
Future/Ongoing - This procurement will be a recurring cost (annually), as needed based on usage.

I. Monitoring and Reporting Time Line:
Person responsible for evaluating this decision or action— Sandra Dowdy – Chief Academic Officer
Evaluation method and time line -
Next report to the board -

J. Suggested Motion:
I move that the Board approve the procurement of student workbooks as part of the K-5 Math and Science state adopted curriculum from Textbook Warehouse for $51,330.80 as presented.

Textbook Warehouse
936 Curie Drive
Alpharetta, GA 30005

CUSTOMER ORDER

Phone: (800) 796-9152
Fax: (800) 796-9154
E-mail: info@tbwarehouse.com

Sales Number: SO0741899

Date: 04/30/21

Page: 1

Bill To: Hays Cons ISD
Travis Smith
5750 Dacy Lane
Buda, TX 78610

Ship To: Hays Cons ISD
Travis Smith
5750 Dacy Lane
Buda, TX 78610

Phone: (512)268-2141
Fax: (512)268-2147

Customer ID D012968
Customer PO

Ship Via Ground
Ship Advice Partial

Order By SHARL
SalesPerson Craig Richardson

Terms Net 30

ISBN10/ISBN13	Description	Copyright	Qty	Unit Price	Total Price
0544139828/ 9780544139824	HMH Texas Go Math! GrK Vol 1/2	2015	520	7.64	3,972.80
0544139720/ 9780544139725	Go Math 1 Student Edition TX Bundle	2015	470	7.85	3,689.50
0544136527/ 9780544136526	Go Math 2 Student Edition {TX}Bundle	2015	1,120	7.64	8,556.80
0544142527/ 9780544142527	HMH Go Math 3 TX	2015	590	7.78	4,590.20
054414242X/ 9780544142428	HMH 4 Go Math! (TX) Vol. 1/2)	2015	830	7.71	6,399.30
0544140923/ 9780544140929	HMH 5 GoMath! (TX Vol. 1/2)	2015	1,120	7.64	8,556.80
0544025458/ 9780544025455	HMH Science Fusion Texas: Stud-Kinder K	2015	50	3.78	189.00
0544025474/ 9780544025479	HMH Science Fusion Texas: work-2d grade text Grade 2	2015	955	5.84	5,577.20
0544025490/ 9780544025493	HMH Science Fusion Texas: Stud 3rd grade ent Edit 3rd	2015	640	6.65	4,256.00
0544025504/ 9780544025509	Science Fusion (P) Gr. 4 grade Texas Edition	2015	515	6.52	3,357.80
0544025512/ 9780544025516	HMH Science Fusion Texas: Stud-5th grade ent Edit	2015	280	6.53	1,828.40
0544031970/ 9780544031975	Science Fusion (Span) (P)-2nd grade Texas Edition	2015	60	5.95	357.00
FREIGHT	Free Shipping		1		

Reconditioned Textbooks/Workbooks/TE's= 10% FREIGHT/$7.00 minimum
New Paperback Novels/Reference= 7% FREIGHT/$7.00 minimum
Orders Totaling $5,000 or more receive FREE FREIGHT

Subtotal:	51,330.80
Invoice Discount:	0.00
Tax:	0.00
Total:	51,330.80

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES

Date: **05/24/2021**

Subject: Procurement - Online Intervention Program: Reading Plus – Southwest Education

Administrator Responsible/Position: Sandra Dowdy – Chief Academic Officer

A. Purpose of Agenda Item:

☒ **Action needed** ☐ **Information only** ☐ **Receive input**

B. Authority for This Action:

☒ **Local Policy** ☐ **Law or Rule** ☐ **N/A**

C. Goal or Need Addressed: The purpose of this agenda is to procure the online intervention program Reading Plus subscription from Southwest Education.

D. Summary:

☒ **Previous board action relating to this item** – Reading Plus was implemented at several campuses this year. In the spring of 2021 was taken for board approval because it exceeded the $50,000 amount.

☒ **Future action anticipated –** online software requires annual purchase.

☒ **Background information** – Reading Plus is an online reading program that addresses three areas: reading comprehension, fluency and vocabulary. The program places each student on their instructional reading level and individualized instruction based on the three dimensions of successful reading: intellectual, physical and emotional. The program provides students who have a lower reading level with more instruction on fluency and vocabulary. If students have a higher level, it provides them more reading comprehension and vocabulary.

This supplemental on-line reading program can be used at home and school It allows students and parents to immediately see their progress. It also allows students to progress at their own level and beyond their grade level. SMS, CMS, WMS, EGES and JHS (9th grade) used Reading Plus this past year.

This year we are proposing purchasing this personalized interactive reading software for district-wide use for all middle schools: BMS, CMS, DMS, MMS, SMS, WMS. In addition, EGES will continue to use Reading Plus and JHS will continue to use Reading Plus for 9th Grade with general fund (budgeted).

E. Scope of Options Reviewed:

TIPS/TAPS Cooperative Contract #180503
This is a one-year contract with three (3) options to renew through 07/31/2021
Reasons for rejecting alternatives:

F. Comments Received:

☐ **Cabinet** ☐ **DLT** ☐ **FBOC** ☐ **Teacher Org. Reps.** ☒ **Other:** Curriculum & Instruction

G. Administrative Recommendation:

The administration recommends approval of online intervention program Reading Plus from Southwest Education.

☒ **Advantages/benefits of this proposal** –

- Will provide students with a research based, TEKS aligned silent reading intervention program that prepares students with essential reading skills to engage in complex text by developing all three dimensions of successful reading: intellectual, physical and emotional.
- The program creates personalized learning experiences that addresses student's individualized needs.
- Provides for student motivation and engagement by allowing students to self-select information and literary texts from eight high-interest categories.
- Provides ongoing professional development free of charge via webinars, monthly newsletters, teacher tips and motivation contests.

☒ **Expected results in terms of student benefit/achievement** – increase in reading achievement.
☐ **Possible problems or disadvantages of this proposal** -
☐ **Effect of this action on other parts of the system** -
☒ **Consequences of not approving recommendation** – We would not have a consistent reading software program for middle school students.

H. Fiscal Impact and Cost:

District Middle Schools	$95,400
Elm Grove Elementary	$11,700
Johnson High School	$15,900
Districtwide Discount	<$3,000>
Total:	**$120,000**

☒ **Budget – General Operating Fund** ☐ **Bond** ☐ **Grant/Special Funds** ☐ **Other** _____
Prior Year Spending – $12,024
Future/Ongoing – This procurement will be a recurring cost (annually)

I. Monitoring and Reporting Time Line:
Person responsible for evaluating this decision or action— Sami Kinsey, Deputy Academic Officer Debbie Brown, Director of Student Academic Support
Evaluation method and time line – Quarterly review of student usage.
Next report to the board -

J. Suggested Motion:
I move that the Board approve the purchase of the online intervention program Reading Plus from Southwest Education for $120,000 as presented.

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES

Date: **05/24/2021**

Subject: Procurement - Radio Service – Lower Colorado River Authority (LCRA)

Administrator Responsible/Position: Max Cleaver – Chief Operations Officer

A. Purpose of Agenda Item:
☒ **Action needed** ☐ **Information only** ☐ **Receive input**

B. Authority for This Action:
☒ **Local Policy** ☐ **Law or Rule** ☐ **N/A**

C. Goal or Need Addressed: The purpose of this agenda it to procure reliable communication with LCRA.

D. Summary:
☒ **Previous board action relating to this item** – Board approved Lower Colorado River Authority (LCRA) May 2020
☐ **Future action anticipated -**
☒ **Background information:** LCRA provides monthly radio tower service for 573 handheld and vehicle mounted radios, repair service, and radio hardware replacement via an interlocal agreement. Monthly service is 9.95 per radio per month, shown in the table below. New bus radios are purchased with new buses.

Description	Count	Annual Cost
District	30	$3,582
Transportation & Vehicle Ops	313	$37,372
Maintenance & Ops/Technology	101	$12,059
Elementary Schools	45	$5,373
Middle Schools	26	$3,104
High Schools	58	$6,925
Radio Total:	**573**	**$68,416**

E. Scope of Options Reviewed:
Interlocal Agreement

F. Comments Received:
☒ **Cabinet** ☐ **DLT** ☒ **FBOC** ☐ **Teacher Org. Reps.** ☒ **Other:** Maintenance & Operations

G. Administrative Recommendation: The administration recommends approval of continued reliable radio service with LCRA for radio tower service, radio repair, and radio hardware replacement as needed.

H. Fiscal Impact and Cost: Amount: $110,000 + $87,500
☒ **Budget – General Operating Fund** ☒ **2017 Bond** ☐ **Grant/Special Funds:** ☐ **Other** _____
Prior Year Spending - $164,543.96
Future/Ongoing - This procurement will be a recurring cost (annually)

I. Monitoring and Reporting Time Line:
Person responsible for evaluating this decision or action— Jeri Skrocki – Director of Safety and Security
Evaluation method and time line -
Next report to the board -

J. Suggested Motion:
I move that the Board approve the purchase of radio service, repair, and equipment from the Lower Colorado River Authority (LCRA) for $110,000, as presented.

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES

Date: 05/24/2021

Subject: Procurement - Security Cameras for Bus Fleet – Radio Engineering Industries (REI) & Safety Vision

Administrator Responsible/Position: Max Cleaver – Chief Operations Officer

A. Purpose of Agenda Item:
☒ **Action needed** ☐ **Information only** ☐ **Receive input**

B. Authority for This Action:
☒ **Local Policy** ☐ **Law or Rule** ☐ **N/A**

C. Goal or Need Addressed: The purpose of this agenda is to procure 120 school bus surveillance camera systems from both REI and Safety Vision

D. Summary:
☐ **Previous board action relating to this item** –
☐ **Future action anticipated –**
☒ **Background information** – These cameras will replace older surveillance systems in our fleet and will feature newer technology such as improved hard drive durability, and wireless download capabilities.

E. Scope of Options Reviewed:
Radio Engineering Industries (REI) – TIPS/TAPS Cooperative Contract #180801 School Bus Surveillance
This is a one-year contract through 10/31/2021

Safety Vision – BuyBoard Cooperative Contract #604-20 Radio Communications & Video Recording Products and Services
This is a one-year contract two (2) options to renew through 03/31/2023
Reasons for rejecting alternatives:

F. Comments Received:
☐ **Cabinet** ☐ **DLT** ☒ **FBOC** ☐ **Teacher Org. Reps.** ☒ **Other:** Transportation

G. Administrative Recommendation:
The administration recommends approval of the procurement of security cameras from both REI and Safety Vision.

H. Fiscal Impact and Cost: REI: $148,200.00
Safety Vision: $142,578.26
Total Amount: $290,778.26

☐ **Budget – General Operating Fund** ☒ **2017 Bond** ☐ **Grant/Special Funds** ☐ **Other** _____
Prior Year Spending – Radio Engineering Industries - $45,000
Safety Vision - $32,861
Future/Ongoing – This procurement will be a onetime purchase

I. Monitoring and Reporting Time Line:
Person responsible for evaluating this decision or action— Filiberto Bonilla- Director of Transportation
Anthony Shields- Assistant Director of Transportation
Evaluation method and time line -
Next report to the board -

J. Suggested Motion:

I move that the Board approve of the procurement of security cameras from both REI and Safety Vision for $290,778.26 (combined) as presented.

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES

Date: 05/24/2021

Subject: Procurement – Technology Equipment – CDW Government

Administrator Responsible/Position: Dianne Borreson – Chief Technology Officer

A. Purpose of Agenda Item:
☒ **Action needed** ☐ **Information only** ☐ **Receive input**

B. Authority for This Action:
☒ **Local Policy** ☐ **Law or Rule** ☐ **N/A**

C. Goal or Need Addressed: This purpose of this agenda is to procure various technology equipment district wide from CDW Government.

D. Summary:
☒ **Previous board action relating to this item** – Previously approved 11/2020
☐ **Future action anticipated –**
☒ **Background information** – CDW Government is utilized for the purchase of mobile devices, carts, software licenses, printers, accessories and/or other equipment district wide. This approval will include the new mobile device filtering solution, Lightspeed.

E. Scope of Options Reviewed:
DIR-TSO- 3865 – Misc IT Hardware, Components & Related Services
This is a one-year contract with two (2) options to renew through 05/03/2022
DIR-TSO-4180 – Google Branded Products & Services
This is a one-year contract with three (3) options to renew through 12/05/2023
Reasons for rejecting alternatives:

F. Comments Received:
☐ **Cabinet** ☐ **DLT** ☐ **FBOC** ☐ **Teacher Org. Reps.** ☒ **Other:** Technology

G. Administrative Recommendation:
The administration recommends approval of various technology equipment district wide from CDW Government.

H. Fiscal Impact and Cost: Total Amount: $400,000
☐ **Budget – General Operating Fund** ☒ **Bond** ☐ **Grant/Special Funds**
Prior Year Spending – $106,019.04
Future/Ongoing – This procurement will be a recurring cost (annually)

I. Monitoring and Reporting Time Line:
Person responsible for evaluating this decision or action— Dianne Borreson – Chief Technology Officer
Evaluation method and time line -
Next report to the board -

J. Suggested Motion:
I move that the Board approve the purchase of various technology equipment district wide from CDW Government for $400,000 as presented.

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES

Date: **May 24, 2021**

Subject: **Consideration and possible approval of the waiver for CPR graduation instruction requirements for the 2020-2021 school year.**

Administrator Responsible/Position: Mary Noble, Deputy Academic Officer

A. Purpose of Agenda Item:
☒ **Action Needed** ☐ **Information Only** ☐ **Receive Input**

B. Authority for This Action:
☒ **Local Policy** ☐ **Law or Rule** ☐ **NA**

C. Goal or Need Addressed:
The Hays CISD Health Education Department requests a waiver from the CPR instruction requirement due to the Covid-19 pandemic. The local Board of Trustees must approve the waiver before the application is submitted to TEA. Part of CPR instruction is the necessary physical practice and demonstration of CPR skills. This process requires the learner to interact with training mannequins. The virtual learning model necessitated by the pandemic precludes teachers from being able to deliver the hands-on nature of appropriate CPR instruction necessary to meet this graduation requirement.

D. Summary:
☐ **Previous board action relating to this item –**
☐ **Future action anticipated –**
☒ **Background information –** Pursuant to TEC §25.001(e) this expedited waiver allows the district to waive the CPR Graduation requirement for the 2020-2021 school year.

E. Comments Received:
☒ **Cabinet** ☐ **DLT** ☐ **FBOC** ☐ **Teacher Org. Reps.** ☐ **Other** _____
All agenda items are reviewed by the Superintendent's Cabinet.

F. Administrative Recommendation
The administration recommends the board approve the waiver for the CPR graduation instruction requirements for the 2020-2021 school year.

G. Fiscal Impact and Cost: **Amount $ -0-**

IH Monitoring and Reporting Timeline:
Person responsible for evaluating this decision or action – Charlotte Winkelmann, Director of Guidance and Counseling
Evaluation method and timeline –
Next report to the board –

I. Suggested Motion
I move that the Board approve the waiver for the CPR graduation instruction requirement for the 2020-2021 school year, as presented.

Texas Education Agency

Waivers

Success

Waiver application saved successfully.

Duplicate Warning

TEA has previously approved an Other waiver request for the following school year: 2020-2021. Before submission, please verify that this waiver application is not a duplicate.

Related Waivers (7)

2020-2021 Application for Other Waiver

Waiver ID: 61967

Application Information

Category: General

Creator: Mary Noble, District Editor

Status: Draft

Creation Date: 4/14/2021

Approving Superintendent:

Assigned To: Mary Noble

LEA Contact
LEA Information

***First Name:**

Mary

***Last Name:**

Noble

***Phone:**

(512) 268-2141

Ext:

***Email:**

mary.noble@hayscisd.net

LEA: HAYS CISD (105906)

Address: 21003 INTERSTATE 35, KYLE, TX 78640-9530

Phone: (512) 268-2141

Date of LEA Board of Trustees Approval

***Date:**

Special Instructions

This waiver allows districts and charter schools to request a waiver of a requirement, restriction, or prohibition imposed by the Texas Education Code (TEC) or rule of the board or commissioner, except as prohibited by TEC § 7.056 (e).

Waiver Description

***Enter a brief waiver description:**

0 of 75 characters allowed

Waiver from the CPR instruction requirement due to COVID-19

General Questions

***1. Give a brief narrative description of the requested waiver.**

58 of 500 characters allowed

Waiver from the CPR instruction requirement due toCOVID-19

***2. Does the district or campus plan reflect the need for this waiver? If yes, what is the specific objective impacted by the waiver?**

2 of 100 characters allowed

NA

***3. Cite the section(s) of the Texas Education Code or the Texas Administrative Code that the district or campus wishes to waive.**

45 of 100 characters allowed

TEC 28.0023 and applicable rules in TAC 74.38

***4. Describe the plan to be implemented, if the waiver is granted.**

2 of 1000 characters allowed

NA

***5. How will granting this waiver help achieve the district's or campus' objective?**

2 of 200 characters allowed

NA

***6. Please explain how the school district or campus will evaluate the impact of the waiver towards meeting the district's or campus' goal.**

2 of 500 characters allowed

NA

Requested Years

Years	
2020-2021	☑
2021-2022	☐
2022-2023	☐

***At least one school year is required.**

Related Waivers (7)

LEA Attachments (0)

There are no LEA attachments.

Add Attachment

***Attachment title**

Choose File No file chosen

Add

Change History

Click to expand.

Duplicate Warning

TEA has previously approved an Other waiver request for the following school year: 2020-2021. Before submission, please verify that this waiver application is not a duplicate.

Complete & Route | Save | Cancel Application | Print PDF | Close

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HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES

Date: **May 24, 2021**

Subject: **Consideration and possible approval of the 2021-2022, 2022-2023, and 2023-2024 Application for Foreign Exchange Student Waiver**

Administrator Responsible/Position: Mary Noble, Deputy Academic Officer

A. Purpose of Agenda Item:

☒ **Action Needed** ☐ **Information Only** ☐ **Receive Input**

B. Authority for This Action:

☒ **Local Policy** ☐ **Law or Rule** ☐ **NA**

C. Goal or Need Addressed:

The Hays CISD Guidance and Counseling Department requests a waiver to limit the number of foreign exchange students to six students per year per high school. The local Board of Trustees must approve the waiver before the application is submitted to TEA. Historically, we have limited this number of foreign exchange students in our high schools so that we could accommodate the application requests. These students enroll classified as Juniors and do not graduate due to STAAR EOC requirements and completing graduation plans. Our campuses work hard to ensure they are involved in school activities. Many of these students can have issues with the assimilation to a new culture and a new home environment. Therefore, the case management of these students should be a manageable number. Six has been a successful number in the past.

D. Summary:

☐ **Previous board action relating to this item –**

☐ **Future action anticipated –**

☒ **Background information –** Pursuant to TEC §25.001(e) this expedited waiver allows the district to limit the number of foreign exchange students to a number that is not less than five per high school.

E. Comments Received:

☒ **Cabinet** ☐ **DLT** ☐ **FBOC** ☐ **Teacher Org. Reps.** ☐ **Other** _____

All agenda items are reviewed by the Superintendent's Cabinet.

F. Administrative Recommendation

The administration recommends the board approve the 2021-2022, 2022-2023, and 2023-2024 Application for Foreign Exchange Student Waiver, as presented.

G. Fiscal Impact and Cost: **Amount $ -0-**

H. Monitoring and Reporting Timeline:

Person responsible for evaluating this decision or action – Charlotte Winkelmann, Director of Guidance and Counseling

Evaluation method and timeline –

Next report to the board –

I. Suggested Motion

I move that the Board approve the 2021-2022, 2022-2023, and 2023-2024 Application for Foreign Exchange Student Waiver, as presened.

Texas Education Agency

Waivers

2020-2021 Application for Foreign Exchange Student Waiver (5 or More Per High School)

Waiver ID: 61966

Application Information

Category: Expedited
Creator: Mary Noble, District Editor
Status: Draft
Creation Date: 4/14/2021
Approving Superintendent:
Assigned To: Mary Noble

LEA Contact

Full Name: Mary Noble
Phone: (512) 268-2141
Email: mary.noble@hayscisd.net

LEA Information

LEA: HAYS CISD (105906)
Address: 21003 INTERSTATE 35, KYLE, TX 78640-9530
Phone: (512) 268-2141

Date of LEA Board of Trustees Approval

Date:

Information

The waiver is subject to the provisions in the guidelines and FAQ.
https://tea.texas.gov/interiorpage.aspx?id=7085#FES

Pursuant to TEC §25.001(e) this expedited waiver allows the district to limit the number of foreign exchange students to a number that is not less than five per high school. An application to limit the number to less than five per high school must be submitted as a general waiver.

Waiver Details

Number of Students Requested: 6

Reasons:

- create a financial or staffing hardship for the district

Requested Years

2021-2022
2022-2023

LEA Attachments (0)

There are no LEA attachments.

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HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES

Date: **May 24, 2021**

Subject: **Consideration and possible approval of the 2021-2022, 2022-2023, and 2023-2024 Application for General Pregnancy Related Services Compensatory Education Home Instruction (CEHI) On Campus Waiver**

Administrator Responsible/Position: **Mary Noble, Deputy Academic Officer**

A. Purpose of Agenda Item:

☒ **Action Needed** ☐ **Information Only** ☐ **Receive Input**

B. Authority for This Action:

☒ **Local Policy** ☐ **Law or Rule** ☐ **NA**

C. Goal or Need Addressed:

The Hays CISD Pregnancy Education and Parenting Program requests a waiver to serve students receiving prenatal or postnatal compensatory education home instruction (CEHI) on the school campus in small groups of 4 students or fewer, as indicated when the number of students on CEHI exceeds the number that can be reasonably served through individual home visits by the school-age parenting education CEHI teacher. The local Board of Trustees must approve the waiver before the application is submitted to TEA.

D. Summary:

☐ **Previous board action relating to this item –**

☐ **Future action anticipated –**

☒ **Background information –** Because of the number of students requiring home instruction, this waiver allows Hays CISD to transport students to campus to receive pregnancy related services rather than deliver those services in each student's home on an individual basis. This waiver increases the efficiency of the CEHI teacher by allowing her to provide small group instruction rather than individual home visits. The general waiver application is prepared by Katie Campbell, Coordinator of Pregnancy Education and Parenting.

E. Comments Received:

☒ **Cabinet** ☐ **DLT** ☐ **FBOC** ☐ **Teacher Org. Reps.** ☐ **Other** _____

All agenda items are reviewed by the Superintendent's Cabinet.

F. Administrative Recommendation

The administration recommends the board approve the 2021-2022, 2022-2023, and 2023-2024 Application for General Pregnancy Related Services Compensatory Education Home Instruction (CEHI), as presented.

G. Fiscal Impact and Cost: **Amount $__none_____**

☐ **Budget – General Operating Fund** ☐ **Bond** ☐ **Grant/Special Funds** ☐ **Other**

Prior Year Spending: $_____

Future/Ongoing: $_____

H. Monitoring and Reporting Timeline:

Person responsible for evaluating this decision or action – Katie Campbell, Coordinator of Pregnancy Education and Parenting

Evaluation method and timeline –

Next report to the board –

I. Suggested Motion

I move that the Board approve the 2021-2022, 2022-2023, and 2023-2024 Application for General Pregnancy Related Services Compensatory Education Home Instruction (CEHI) On Campus Waiver, as presented.

Texas Education Agency

Waivers

Success

Waiver application saved successfully.

2020-2021 Application for Pregnancy Related Services On-Campus (CEHI) Waiver

Waiver ID: 62255

Related Waivers (2)

Application Information

Category: General

Creator: Mary Noble, District Editor

Status: Draft

Creation Date: 5/3/2021

Approving Superintendent:

Assigned To: Mary Noble

LEA Contact
LEA Information

***First Name:**

Mary

***Last Name:**

Noble

***Phone:**

(512) 268-2141

Ext:

45023

***Email:**

mary.noble@hayscisd.net

LEA: HAYS CISD (105906)

Address: 21003 INTERSTATE 35, KYLE, TX 78640-9530

Phone: (512) 268-2141

Date of LEA Board of Trustees Approval

***Date:**

Special Instructions

This waiver allows districts and charter schools to request a waiver to offer Pregnancy-Related Services Compensatory Education Home Instruction (CEHI) on a district's campus.

General Questions

***1. Give a brief narrative description of the requested waiver.**

***380** of **500** characters allowed*

Hays CISD Pregnancy Education & Parenting Program requests a waiver to serve students receiving prenatal or postnatal Compensatory Education Home Instruction on-campus in small groups of 4 students or fewer as indicated when the number of students on CEHI exceeds the number that can reasonably be served through individual home visits by the School-Age Parenting Ed-CEHI teacher.

***2. Does the district or campus plan reflect the need for this waiver? If yes, what is the specific objective impacted by the waiver?**

***98** of **100** characters allowed*

Provide services including CEHI to pregnant students during prenatal and postpartum care (see DIP)

***3. Cite the section(s) of the Texas Education Code or the Texas Administrative Code that the district or campus wishes to waive.**

***97** of **100** characters allowed*

GenStWverPRS CEHI TxAdmCd(TAC)S129.1025 StdntAtndnc Acntg Hndbk SecIX PrgncyReltdSrv(PRS)CEHI svc

***4. Describe the plan to be implemented, if the waiver is granted.**

***971** of **1000** characters allowed*

Pregnancy-Related Services (PRS) are available to pregnant and parenting students of the Hays Consolidated Independent School District (HCISD) and include the required component, Compensatory Education Home Instruction (CEHI) in addition to all services provided by Hays CISD PEP staff and collaborative partners including Early Head Start staff, counselors, case managers, educators, support staff and others who support pregnant and parenting students in their completion of requirements needed for graduation while learning to manage the responsibilities of parenthood. These services continue to be administered while the student is receiving home instruction services. Transportation to be provided (mid-day) 2x/wk for students unless medically necessary (student/child) to be served at home. Provision of face-to-face instruction and computer-based instruction included. See performance measures in DIP. Pertinent medical information will be obtained as prescribed.

***5. How will granting this waiver help achieve the district's or campus' objective?**

***145** of **200** characters allowed*

All students served with PEP-CEHI services will successfully complete their grade level; and, if a senior, will obtain their high school diploma.

***6. Please explain how the school district or campus will evaluate the impact of the waiver towards meeting the district's or campus' goal.**

***125** of **500** characters allowed*

Retention and completion rates of PRS students receiving CEHI services will be monitored to evaluate the impact of the waiver

Requested Years

Years	
2020-2021	☐ A Pregnancy Related Services (CEHI) waiver has been previously approved for the 2020-2021 school year.
2021-2022	☑
2022-2023	☑

***At least one school year is required.**

LEA Attachments (0)

There are no LEA attachments.

Add Attachment

***Attachment title**

Choose File No file chosen

Add

Change History

Click to expand.

Complete & Route | Save | Cancel Application | Print PDF | Close

Related Waivers (2)

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waivers 2.20.0.1

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES

Date: May 24, 2021

Subject: Consideration and possible action on Superintendent's recommendations regarding employment, resignations, extended leaves and other personnel matters, including employment contracts for assistant principals and athletic director

Administrator Responsible/Position: Dr. Eric Wright, Superintendent of Schools

A. Purpose of Agenda Item:
☒ **Action needed** ☐ **Information only** ☐ **Receive input**

B. Authority for This Action:
☒ **Local Policy** (DC Legal & Local); DP(Legal & Local) ☐ **Law or Rule** ☐ **N/A**

C. **Goal or Need Addressed:** Request approval of the following administrator positions:

D. Summary:
☐ Previous board action relating to this item - Replacing previously approved administrator.
☐ Future action anticipated -
☐ Background information - In accordance with local policy (DC Legal/Local), the board approves administrator recommendations prior to employment.

E. Comments Received:
☒ Cabinet ☐ DLT ☐ FBOC ☐ Teacher Org. Reps. ☐ Other - Interview Committees

F. Administrative Recommendation:
Administration recommends approval of the Superintendent's recommendations regarding employment, resignations, extended leaves and other personnel matters.

G. Fiscal Impact and Cost: **Amount:** Budget neutral
☐ Budget ☐ Bond ☐ Grant/Special Funds ☐ Other _____
Prior Year Spending - $_____
Future/Ongoing -

H. Monitoring and Reporting Time Line:
Person responsible for evaluating this decision or action— Dr. Eric Wright
Evaluation method and time line – The new administrators will undergo an annual performance appraisal.
Next report to the board -

I. Suggested Motion:
I move that the Board approve the Superintendent's recommendations regarding employment, resignations, extended leaves and other personnel matters, including employment contracts for assistant principals and athletic director. .

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES

Date: May 24, 2021

Subject: Consideration and possible adoption of an order authorizing and providing for the defeasance and redemption of certain outstanding obligations of Hays Consolidated Independent School District; authorizing the execution of an escrow agreement; and containing other provisions related thereto

Administrator Responsible/Position: Randy Rau, Chief Financial Officer

A. Purpose of Agenda Item:

☒ **Action Needed** ☐ **Information Only** ☐ **Receive Input**

B. Authority for This Action:

☐ **Local Policy** ☒ **Law or Rule** ☐ **NA**

C. Goal or Need Addressed:

Defeasance and redemption of certain outstanding obligations of the District

D. Summary:

☐ **Previous board action relating to this item –**

☐ **Future action anticipated –**

☒ **Background information –** Consider adoption of an order authorizing and providing for the defeasance and redemption of certain outstanding obligations of Hays Consolidated Independent School District; authorizing the execution of an escrow agreement; and containing other provisions related thereto.

E. Administrative Recommendation

The administration recommends the board approve the defeasance order.

F. Fiscal Impact and Cost: The estimated total remaining debt service on the bonds being defeased is $16,084,337.50. The escrow deposit will be approximately $9,996,403.00. That is a savings of $6,084,934.50 over the remaining life of the bonds. Defeased debt service: $16,084,337.50; Less: Estimated Escrow Cost 9,996,403.00; Estimated Savings: $ 6,084,934.50. The bonds being defeased are the Variable Rate Unlimited Tax Bonds, Series 2018B. Those bonds have a current rate of 2.7%. That rate would be subject to change in August 2023. For purposes of calculating the savings, we have assumed that the bonds would carry a rate of 3.5% after the 2023 reset date. That is the same rate that the fixed rate Series 2018 bonds were sold at.

G. Monitoring and Reporting Timeline:

Person responsible for evaluating this decision or action – Randy Rau, Chief Financial Officer

H. Suggested Motion

I move that the Board of Trustees adopt the order authorizing and providing for the defeasance and redemption of certain outstanding obligations; and containing other matters related thereto, which is before the Board this evening.

AN ORDER AUTHORIZING AND PROVIDING FOR THE DEFEASANCE AND REDEMPTION OF CERTAIN OUTSTANDING OBLIGATIONS OF HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT; AUTHORIZING THE EXECUTION OF AN ESCROW AGREEMENT; AND CONTAINING OTHER PROVISIONS RELATED THERETO

WHEREAS, the Board of Trustees (the "Board") of the Hays Consolidated Independent School District (the "District") previously adopted an order (the "Original Order") authorizing the issuance of obligations designated as "Hays Consolidated Independent School District Variable Rate Unlimited Tax School Building Bonds, Series 2018B" (the "Obligations"); and

WHEREAS, some or all of the Obligations (the "Callable Obligations") are subject to redemption at the option of the District on August 15, 2022 or on any date thereafter; and

WHEREAS, the Original Order provides the notice requirements to effect the redemption of the Callable Obligations; and

WHEREAS, it is in the best interest of the District to redeem a portion of the Callable Obligations as herein provided in order to terminate the payment of interest thereon and to reduce the District's aggregate debt service requirements in the years subsequent to the redemption date;

NOW, THEREFORE, BE IT ORDERED BY THE BOARD OF TRUSTEES OF THE HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT THAT:

Section 1.

(a) A portion of the Callable Obligations, maturing on the date(s) and in the principal amount(s) set forth in **Exhibit A** hereto (the "Defeased Obligations") are hereby called for redemption, and shall be redeemed, on the date set forth in **Exhibit A** hereto (the "Redemption Date"). The Board's election to exercise the District's right to redeem the Defeased Obligations and direction to provide notice of redemption is irrevocable upon the District's transfer of lawfully available funds pursuant to subsection (b) of this section.

(b) The District shall transfer on or before June 15, 2021 its lawfully available funds in an amount not to exceed $10,000,000 (the "Defeasance Deposit") to UMB Bank, N.A., as the escrow agent for the Obligations (the "Escrow Agent"), to effectuate the redemption of the Defeased Obligations on the Redemption Date therefor.

(c) The form of the Notice of Defeasance and Redemption for the Defeased Obligations, in substantially the form attached hereto as **Exhibit A**, are approved and incorporated by reference for all purposes.

Section 2. The Escrow Agreement (the "Escrow Agreement"), by and between the District and the Escrow Agent and relating to the Defeased Obligations, in substantially the form attached hereto as **Exhibit B** and incorporated herein by reference as a part of this Order for all purposes, is hereby approved as to form and content, and such Escrow Agreement, together with such changes or revisions as may be necessary to accomplish the defeasance of the Defeased Obligations or benefit the District, is hereby authorized to be executed by the President, Vice

President, or Secretary of the Board or the District's Superintendent, Chief Operating Officer or Chief Financial Officer (each, an "Authorized Representative"), for and on behalf of the District and as the act and deed of this Board; and such Escrow Agreement as executed by said officials shall be deemed approved by the Board and constitute the Escrow Agreement herein approved.

Furthermore, each Authorized Representative, the District's Financial Advisor, and Bond Counsel, in cooperation with the Escrow Agent are hereby authorized and directed to make the necessary arrangements for the deposit of cash and/or the purchase of any securities referenced in the Escrow Agreement and the delivery thereof to the Escrow Agent upon delivery to the Escrow Agent of the Defeasance Deposit described in Section 1 of this Order which shall be deposited to the credit of the special escrow fund established and maintained by the Escrow Agent for such purpose (the "Escrow Fund"), including the execution of subscription forms or agreements, if any, for the purchase of eligible securities for investment of amounts deposited to the Escrow Fund; all as contemplated and provided by the provisions of Chapter 1207, as amended, Texas Government Code, this Order, and the Escrow Agreement.

Section 3. An Authorized Representative is authorized and directed to instruct the paying agent/registrar(s) for the Defeased Obligations to provide notice of the defeasance and redemption of the Defeased Obligations as provided and required by the Original Order.

Section 4. An Authorized Representative is authorized to engage a recognized firm of certified or independent public accountants or other qualified finance professionals (the "Verification Agent") to verify the sufficiency of the Defeasance Deposit to accomplish the defeasance of the Defeased Obligations, to the extent such appointment is necessary or appropriate and in the event of the establishment of a net defeasance escrow fund; provided, however, that in the event of a gross defeasance of the Defeased Obligations, the sufficiency of the Defeasance Deposit to accomplish such defeasance may be certified to the District by the District's Financial Advisor, the paying agent for the Defeased Obligations or another qualified entity in lieu of verification by the Verification Agent.

Section 5. The President, Vice President, and Secretary of the Board are authorized to evidence adoption of this Order and, together with the Authorized Representatives, execute and deliver such agreements, certificates, notices, letters and other instruments as any such official shall deem necessary, appropriate or convenient to effect the defeasance and redemption described herein and otherwise give effect to the intent and purpose hereof.

Section 6. The Board hereby approves payment from lawfully available District funds of professional fees and expenses of the District's Financial Advisor and Bond Counsel, the Escrow Agent, the Verification Agent, and the paying agent/registrar(s) for the Defeased Obligations, respectively, and any other party whose services have been determined by an Authorized Representative to be necessary or appropriate to accomplish the purpose and intent of this Order.

Section 7. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Order for all purposes and are adopted as a part of the judgment and findings of the Board.

Section 8. All orders and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Order authorizing and providing for the defeasance and redemption of certain outstanding obligations of the District, are hereby repealed to the extent of such conflict, and the provisions of this Order shall be and remain controlling as to the matters resolved herein.

Section 9. This Order shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 10. If any provision of this Order or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Order and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Board hereby declares that this Order would have been enacted without such invalid provision.

Section 11. It is officially found, determined, and declared that the meeting at which this Order is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Order, was given, all as required by Chapter 551, as amended, Texas Government Code.

Section 12. This Order shall be in force and effect from and after its final passage, and it is so resolved.

* * * *

PASSED AND APPROVED, this May 17, 2021.

HAYS CONSOLIDATED INDEPENDENT
SCHOOL DISTRICT

_____
President, Board of Trustees

ATTEST:

_____
Secretary, Board of Trustees

(DISTRICT SEAL)

EXHIBIT A[1]

NOTICE OF DEFEASANCE AND REDEMPTION

NOTICE IS HEREBY GIVEN that the Hays Consolidated Independent School District (the "District"), acting through its Board of Trustees (the "Board"), has defeased and called for redemption the following outstanding obligations:

> Hays Consolidated Independent School District Variable Rate Unlimited Tax School Building Bonds, Series 2018B, dated August 1, 2018 (the "Obligations"), stated to mature on August 15 in the year(s) and in the amount(s) as follows:

CUSIP No. *	Stated Maturity	Outstanding Principal Amount ($)	Amount Called for Redemption ($)	Interest Rate (%)	Redemption Price (%)
4211104F1	08/15/2042	27,450,000	9,615,000	2.700	100

The District intends to allocate the above-described Amount Called for Redemption to the following mandatory sinking fund redemption payments, which allocation remains subject to change:

Mandatory Sinking Fund Redemption Payment	Outstanding Mandatory Sinking Fund Redemption Payment ($)	Allocation of Amount Called for Redemption ($)
08/15/2037	1,475,000	520,000
08/15/2038	1,010,000	350,000
08/15/2039	5,625,000	1,970,000
08/15/2040	6,015,000	2,115,000
08/15/2041	6,435,000	2,250,000
08/15/2042	6,890,000	2,410,000

August 15, 2022 (the "Redemption Date") is the date fixed for redemption of the Obligations, as directed by the Board. You are hereby notified that the Obligations must be presented for redemption on or before the Redemption Date and that on such date the redemption price of the Obligations, shall become due and payable. As of the date of this notice, the District has deposited with UMB Bank, N.A., as escrow agent, cash and securities sufficient to pay the redemption price of the Obligations to the Redemption Date. From the Redemption Date, interest will cease to accrue.

[1] In the event that the total Amount Called for Redemption requires modification to permit the defeasance of Obligations based on the final pricing of escrow fund investments acquired with the Defeasance Deposit, the foregoing Obligations identified for defeasance and redemption shall be revised at the direction of an Authorized Representative.

* The CUSIP number is included solely for the convenience of the Obligation holders. Neither the District, the Bond Counsel, nor the Paying Agent/Registrar shall be responsible for the selection or the use of the CUSIP number, nor is any representation made as to its correctness on the Obligations or as indicated in any redemption notice.

NOTICE IS FURTHER GIVEN that the Obligations will be payable at and should be submitted either in person or by certified or registered mail at the corporate trust office of the Paying Agent/Registrar, at the following address:

UMB Bank, N.A.
5910 N. Central Expressway
Suite 1900
Dallas, Texas 75206

THIS NOTICE is issued and given pursuant to the redemption provisions reserved to the District in the proceedings authorizing the issuance of the Obligations.

WITNESS MY OFFICIAL SIGNATURE this _____ day of _____, 20__.

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

_____
President, Board of Trustees

EXHIBIT B

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this "Escrow Agreement"), dated for convenience as of May 17, 2021, but effective on the Escrow Funding Date described herein, is made and entered into by and between the HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, an independent school district duly created, organized and existing under the Constitution and laws of the State of Texas (together with any successor to its duties and functions, the "District"), and UMB BANK, N.A., as escrow agent (together with any successor or assign in such capacity, the "Escrow Agent").

WHEREAS, the District has heretofore issued certain bonds (hereinafter defined as the "Obligations") and the governing body of the District has determined that it desires to defease and redeem a portion of the Obligations in advance of their stated maturity;

WHEREAS, the governing body of the District has adopted an order (the "Defeasance Order") authorizing the defeasance and redemption of certain of the Obligations identified herein in Exhibit C (the "Defeased Obligations");

WHEREAS, to provide for the payment of the Defeased Obligations, the District has provided for the transfer to the Escrow Agent pursuant to this Escrow Agreement of lawfully available funds for such purpose (the "Escrow Deposit"); and

WHEREAS, the governing body of the District has further determined to effectuate the defeasance of the Defeased Obligations pursuant to this Escrow Agreement, under which provision is made for the safekeeping, investment, reinvestment, administration and disposition of the Escrow Deposit so as to provide firm banking and financial arrangements for the discharge and final payment of the Defeased Obligations pursuant to Sections 1207.033 and 1207.062, Texas Government Code;

NOW, THEREFORE, in consideration of the mutual undertakings, promises and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, and in order to secure the full and timely payment of the principal of and interest on the Defeased Obligations, the District and the Escrow Agent contract and agree as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

Section 1.1 Definitions.

Unless otherwise expressly provided or unless the context clearly requires otherwise, the following terms shall have the respective meanings specified below for all purposes of this Escrow Agreement:

"Board" shall mean the District's Board of Trustees.

"Code" shall mean the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder and under the Internal Revenue Code of 1954.

"Defeased Obligations" shall mean the outstanding bonds of the District as shown on Exhibit C hereto.

"Defeasance Order" shall mean the District's order adopted by the Board on May 17, 2021, authorizing the defeasance and redemption of the Defeased Obligations.

"Defeasance Securities" means (a) Government Obligations, (b) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date of the purchase thereof, are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent, and (c) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the purchase thereof, are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent.

"District" shall mean the Hays Consolidated Independent School District, and any successor to its duties and functions.

"Escrow Agent" shall mean UMB Bank, N.A., in its capacity as escrow agent hereunder, and any successor or assign in such capacity.

"Escrow Agreement" shall mean this escrow agreement.

"Escrow Deposit" shall mean the initial deposit into the Escrow Fund, as more particularly described in Section 2.1.

"Escrow Fund" shall mean the fund created in Section 3.1 of this Escrow Agreement to be administered by the Escrow Agent pursuant to the provisions of this Escrow Agreement.

"Escrow Funding Date" shall mean the date on which the District deposits with the Escrow Agent the Escrow Deposit described in Section 2.1.

"Escrowed Securities" shall mean the Limited Yield Securities and the Open Market Securities.

"Government Obligations" means direct obligations of, or obligations the principal or interest on which are unconditionally guaranteed by, the United States.

"Limited Yield Securities" shall mean the non-callable United States Treasury Obligations-State and Local Government Series to be initially purchased with proceeds of the Escrow Deposit, as more fully described in [the Report/Exhibit B] attached hereto, together with all reinvestments of the proceeds thereof as may be directed in Section 4.2 or permitted in Section 4.3(b).

"Obligations" shall mean the Hays Consolidated Independent School District Variable Rate Unlimited Tax School Building Bonds, Series 2018B.

"Open Market Securities" shall mean Defeasance Securities to be purchased in the open market with cash and the proceeds of the Escrow Deposit, as more fully described in [the Report/Exhibit B] attached hereto, together with all reinvestments of the proceeds thereof as may be directed in Section 4.2 or permitted in Section 4.3(b), or cash or obligations substituted therefor pursuant to Section 4.3(a).

"Original Order" shall mean the District's order authorizing the issuance, sale and delivery of the Obligations.

"Paying Agent for the Defeased Obligations" shall mean UMB Bank, N.A.

["Report" shall mean the verification report prepared by the Verification Agent relating to the defesance of the Defeased Obligations, a copy of which is attached hereto as Exhibit B, and any subsequent verification report required by Section 4.3.]

["Sufficiency Certificate" shall mean the certificate of the District's financial advisor, which verifies the sufficiency of the deposit made for the defeasance of the Defeased Obligations.]

["Verification Agent" shall mean the recognized firm of certified public accountants or other qualified finance professionals appointed pursuant to the Defeasance Order.]

Section 1.2 Interpretations.

(a) The titles and headings of the articles and sections of this Escrow Agreement have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict the terms hereof. This Escrow Agreement and all of the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to achieve the intended purpose of providing for the refunding of the Defeased Obligations in accordance with applicable law.

(b) Capitalized terms used herein and not otherwise defined shall have the meaning assigned in the Defeasance Order.

ARTICLE II

DEPOSIT OF FUNDS AND ESCROWED SECURITIES

Section 2.1 Deposits to Escrow Fund.

On the Escrow Funding Date, the District shall deposit, or cause to be deposited, with the Escrow Agent, for deposit into the Escrow Fund [the funds and Escrowed Securities described in the Report, and the Escrow Agent shall, upon the receipt thereof, acknowledge such receipt to the Issuer in writing] [the Escrow Deposit, consisting of the following:

(a) As the beginning cash balance for the Escrow Fund as shown in [the Report/Exhibit B], $ _____;

(b) the initial Limited Yield Securities with a purchase price of $ _____; and

(c) the initial Open Market Securities with a purchase price of $ _____].

ARTICLE III

CREATION AND OPERATION OF ESCROW FUND

Section 3.1 Escrow Fund.

On the Escrow Funding Date the Escrow Agent will create in its books a special fund and irrevocable escrow to be known as the "Hays Consolidated Independent School District Variable Rate Unlimited Tax School Building Bonds, Series 2018B Escrow Fund" (the "Escrow Fund"). On the Escrow Funding Date, the Escrow Deposit described in Section 2.1 will be deposited to the credit of the Escrow Fund. The Escrow Deposit and all proceeds therefrom shall be the property of the Escrow Fund and shall be applied only in strict conformity with the terms and conditions hereof. All Escrowed Securities, all proceeds therefrom and all cash balances from time to time on deposit in the Escrow Fund are hereby irrevocably pledged to the payment of the principal of, redemption premium, if any, and interest on the Defeased Obligations, which payment shall be made by timely transfers to the Paying Agent for the Defeased Obligations of such amounts at such times as are provided in Section 3.2. When the final transfers have been made to the Paying Agent for the Defeased Obligations for the payment of such principal of, redemption premium, if any, and interest on the Defeased Obligations, any balance then remaining in the Escrow Fund shall be transferred to the District, and the Escrow Agent shall thereupon be discharged from any further duties hereunder.

Section 3.2 Payment of Principal, Redemption Premium, if any, and Interest; Redemption of Certain Obligations.

(a) The Escrow Agent is hereby irrevocably instructed to transfer to the Paying Agent for the Defeased Obligations from the cash balance from time to time on deposit in the Escrow Fund the amounts required to pay the principal of, redemption premium, if any, and interest on the Defeased Obligations in the amounts and at the times shown in [the Report/Exhibit B].

(b) Except for amounts transferred to the Paying Agent for the Defeased Obligations pursuant to Section 3.2(a) and to the District pursuant to Section 4.2, the Escrow Agent agrees that it shall never make any withdrawals from the Escrow Fund or assert any claims, liens or charges against the Escrow Fund.

Section 3.3 Sufficiency of Escrow Fund.

The District represents (based upon the Report/Sufficiency Certificate]) that the successive receipts of the principal of and interest on the Escrowed Securities will assure that the cash balance on deposit from time to time in the Escrow Fund will be at all times sufficient to provide money for transfer to the Paying Agent for the Defeased Obligations at the times and in the amounts required to pay the interest on the Defeased Obligations as such interest comes due and to pay the

principal of, redemption premium, if any, and interest on the Defeased Obligations as the Defeased Obligations mature or are called for redemption, all as more fully set forth in [the Report/Exhibit B]. If, for any reason, at any time, the cash balances on deposit or scheduled to be on deposit in the Escrow Fund shall be insufficient to transfer the amounts required by the Paying Agent for the Defeased Obligations to make the payments set forth in Section 3.2, the District shall timely deposit into the Escrow Fund, from lawfully available funds, additional funds in the amounts required to make such payments. Notice of any such insufficiency shall be given promptly by the Escrow Agent to the District as hereinafter provided, but the Escrow Agent shall not in any manner be responsible for any insufficiency of funds in the Escrow Fund or the District's failure to make additional deposits thereto.

Section 3.4 Trust Fund.

The Escrow Agent at all times shall hold the Escrow Fund, the Escrowed Securities and all other assets of the Escrow Fund wholly segregated from all other funds and securities on deposit with the Escrow Agent; it shall never allow the Escrowed Securities or any other assets of the Escrow Fund to be commingled with any other funds or securities of the Escrow Agent; and it shall hold and dispose of the assets of the Escrow Fund only as set forth herein. The Escrowed Securities and other assets of the Escrow Fund always shall be maintained by the Escrow Agent for the benefit of the holders of the Defeased Obligations; and a special account evidencing such fact shall be maintained at all times on the books of the Escrow Agent. The holders of the Defeased Obligations shall be entitled to the same preferred claim and first lien upon the Escrowed Securities, the proceeds thereof and all other assets of the Escrow Fund to which they are entitled as holders of the Defeased Obligations. The amounts received by the Escrow Agent under this Escrow Agreement shall not be considered as a banking deposit by the District, and the Escrow Agent shall have no right or title with respect thereto except as escrow agent under the terms hereof. The amounts received by the Escrow Agent hereunder shall not be subject to warrants, drafts or checks drawn by the District or, except to the extent expressly herein provided, by the Paying Agent for the Defeased Obligations.

Section 3.5 Security for Cash Balances.

Cash balances from time to time on deposit in the Escrow Fund, to the extent not insured by the Federal Deposit Insurance Corporation or its successor, shall be collateralized with securities or obligations that are eligible under the laws of the State of Texas to secure and be pledged as collateral for trust accounts until the principal and interest on the Defeased Obligations have been presented for payment and paid to the owner thereof.

ARTICLE IV

LIMITATION ON INVESTMENTS

Section 4.1 General.

Except as herein otherwise expressly provided, the Escrow Agent shall not have any power or duty to invest any money held hereunder, to make substitutions of the Escrowed Securities or to sell, transfer or otherwise dispose of the Escrowed Securities.

Section 4.2 Reinvestment of Proceeds of Escrowed Securities.

The Escrow Agent is hereby authorized and directed to reinvest proceeds of the Escrowed Securities which are attributable to amounts received as principal of or interest on the Escrowed Securities and which are not immediately needed to pay the Defeased Obligations in Government Obligations, in the amounts, and maturing and bearing interest, all as set out in the Report. The District hereby designates and appoints the Escrow Agent as its agent and duly authorized representative for purposes of subscribing for and purchasing such obligations, all of which shall constitute Escrowed Securities. Any income or increment earned from such reinvestment remaining after final payment of the Defeased Obligations shall be promptly transferred to the District.

Section 4.3 Substitution of Securities.

(a) Concurrently with the delivery of the Defeasance Deposit, the District may, upon compliance with the conditions stated in subsection (c) of this Section 4.3, at its option, substitute cash or non-interest bearing obligations of the United States Treasury (i.e., Treasury obligations which mature and are payable in a stated amount on the maturity date thereof and for which there are no payments other than the payment made on the maturity date) for non-interest bearing Open Market Securities listed in [the Report/Exhibit B], but only if such cash and/or substituted non-interest bearing direct obligations of the United States Treasury:

(i) are in an amount, and/or mature in an amount, which, together with any cash substituted for such obligations, is equal to or greater than the amount payable on the maturity date of the obligation listed in [the Report/Exhibit B] for which such obligation is substituted, and

(ii) mature on or before the maturity date of the obligation listed in [the Report/Exhibit B] for which such obligation is substituted.

The District may at any time substitute any Open Market Securities which, as permitted by the preceding sentence, were not deposited to the credit of the Escrow Fund, for the cash and/or obligations that were substituted concurrently with the delivery of the Escrow Deposit for such Open Market Securities.

(b) At the written request of the District, and upon compliance with the conditions hereinafter stated in subsection (c) of this Section 4.3, the Escrow Agent shall sell, transfer, otherwise dispose of or request the redemption of all or any portion of the Escrowed Securities and apply the proceeds therefrom to purchase Defeased Obligations or direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America which do not permit the redemption thereof at the option of the obligor.

(c) Any such transaction described in subsections (a) and (b) of this Section 4.3 may be affected by the Escrow Agent only if (1) the Escrow Agent shall have received a written opinion from a recognized firm of certified public accountants that such

transaction will not cause the amount of money and securities in the Escrow Fund to be reduced below an amount which will be sufficient, when added to the interest to accrue thereon, to provide for the payment of principal of, redemption premium, if any, and interest on the remaining Defeased Obligations as they become due, and (2) the Escrow Agent shall have received the unqualified written legal opinion of nationally recognized bond counsel or tax counsel acceptable to the District and the Escrow Agent to the effect that (a) such transaction will not cause any of the Defeased Obligations to be an "arbitrage bond" within the meaning of the Code and (b) that such transaction complies with the Constitution and laws of the State of Texas and with all relevant documents relating to the issuance of the Defeased Obligations.

Section 4.4 Arbitrage.

The District hereby covenants and agrees that it shall never request the Escrow Agent to exercise any power hereunder or permit any part of the money in the Escrow Fund or proceeds from the sale of Escrowed Securities to be used directly or indirectly to acquire any securities or obligations if the exercise of such power or the acquisition of such securities or obligations would cause any Defeased Obligation to be an "arbitrage bond" within the meaning of the Code.

ARTICLE V

RECORDS AND REPORTS

Section 5.1 Records.

The Escrow Agent shall keep books of record and account in which complete and correct entries shall be made of all transactions relating to the receipt, disbursement, allocation and application of the money and Escrowed Securities deposited to the Escrow Fund and all proceeds thereof, and such books shall be available for inspection at reasonable hours and under reasonable conditions by the District and the holders of the Defeased Obligations.

Section 5.2 Reports.

For the period beginning on the Escrow Funding Date and ending on August 31, 2021, and for each twelve (12) month period thereafter while this Agreement remains in effect, the Escrow Agent shall prepare and send to the District within thirty (30) days following the end of such period a written report summarizing all transactions relating to the Escrow Fund during such period, including, without limitation, credits to the Escrow Fund as a result of interest payments on or maturities of the Escrowed Securities and transfers from the Escrow Fund to the Paying Agent for

the Defeased Obligations or otherwise, together with a detailed statement of all escrowed Securities and the cash balance on deposit in the Escrow Fund as of the end of such period.

ARTICLE VI

CONCERNING THE ESCROW AGENT

Section 6.1 Representations of Escrow Agent.

UMB Bank, N.A. hereby represents that it is (a) either (i) a Paying Agent for the Defeased Obligations or (ii) a trust company or commercial bank that does not act as a depository for the District and (b) that it has all necessary power and authority to enter into this Escrow Agreement and undertake the obligations and responsibilities imposed upon it herein and that it will carry out all of its obligations hereunder.

Section 6.2 Limitation on Liability.

The liability of the Escrow Agent to transfer funds to the Paying Agent for the Defeased Obligations for the payments of the principal of, redemption premium, if any, and interest on the Defeased Obligations shall be limited to the proceeds of the Escrowed Securities and the cash balances from time to time on deposit in the Escrow Fund. Notwithstanding any provision contained herein to the contrary, the Escrow Agent shall have no liability whatsoever for the insufficiency of funds from time to time in the Escrow Fund or any failure of the obligor of the Escrowed Securities to make timely payment thereon, except for its obligation to notify the District promptly of any such occurrence upon the Escrow Agent having actual knowledge of such occurrence.

The recitals herein and in the Defeasance Order shall be taken as the statements of the District and shall not be considered as made by, or imposing any obligation or liability upon, the Escrow Agent. The Escrow Agent is not a party to the Defeasance Order or the Original Order and in its capacity as Escrow Agent is not responsible for or bound by any of the provisions thereof. In its capacity as Escrow Agent, it is agreed that the Escrow Agent need look only to the terms and provisions of this Escrow Agreement.

The Escrow Agent makes no representation as to the value, condition or sufficiency of the Escrow Fund, or any part thereof, or as to the title of the District thereto, or as to the security afforded thereby or hereby, and the Escrow Agent shall incur no liability or responsibility with respect to any of such matters.

It is the intention of the District and the Escrow Agent that the Escrow Agent shall never be required to risk, use or advance its own funds or otherwise incur personal financial liability in the performance of any of its duties or the exercise of any of its rights and powers hereunder.

The Escrow Agent shall not be liable for the performance of any duties, except such duties as are specifically set forth in this Escrow Agreement, and no implied covenants or obligations shall be read into this Escrow Agreement. Nothing herein contained shall relieve the Escrow Agent from liability for its own negligent action, negligent failure to act or willful misconduct, except

that this sentence shall not be construed to limit the effect of the immediately preceding sentence. The Escrow Agent shall not incur any liability for any error of judgment made in good faith by a responsible officer thereof, unless it shall be proved that it was negligent in ascertaining the pertinent facts. The Escrow Agent shall be protected in acting upon any notice, resolution, request, consent, order, certificate, report, opinion, bond or other paper or document believed by it to be genuine, and to have been signed or presented by the proper party or parties. The Escrow Agent may consult with counsel, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it in good faith and in accordance therewith.

The Escrow Agent may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, attorneys, custodians or nominees appointed with due care, and shall not be responsible for any willful misconduct or negligence on the part of any agent, attorney, custodian or nominee so appointed.

The Escrow Agent agrees to accept and act upon instructions or directions pursuant to this Agreement sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that, the Escrow Agent shall have received an incumbency certificate listing persons designated to give such instructions or directions and containing specimen signatures of such designated persons, which such incumbency certificate shall be amended and replaced whenever a person is to be added or deleted from the listing. If the District elects to give the Escrow Agent e-mail or facsimile instructions (or instructions by a similar electronic method) and the Escrow Agent in its discretion elects to act upon such instructions, the Escrow Agent's understanding of such instructions shall be deemed controlling. The Escrow Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Agent's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The District agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Escrow Agent, including without limitation the risk of the Escrow Agent acting on unauthorized instructions, and the risk of interception and misuse by third parties.

Unless it is specifically provided otherwise herein, the Escrow Agent has no duty to determine or inquire into the happening or occurrence of any event or contingency or the performance or failure of performance of the District with respect to arrangements or contracts with others, with the Escrow Agent's sole duty hereunder being to safeguard the Escrow Fund and to dispose of and deliver the same in accordance with this Escrow Agreement. If, however, the Escrow Agent is called upon by the terms of this Escrow Agreement to determine the occurrence of any event or contingency, the Escrow Agent shall be obligated, in making such determination, only to exercise reasonable care and diligence, and in the event of error in making such determination the Escrow Agent shall be liable only for its own misconduct or its negligence. In determining the occurrence of any such event or contingency the Escrow Agent may request from the District or any other person such reasonable additional evidence as the Escrow Agent in its discretion may deem necessary to determine any fact relating to the occurrence of such event or contingency, and in this connection may make inquiries of, and consult with, the District, among others, at any time.

The Escrow Agent shall not be liable for any action taken or neglected to be taken by it in good faith in the exercise of reasonable care and believed by it to be within the discretion or power conferred upon it by this Escrow Agreement, nor shall the Escrow Agent be responsible for the consequences of any error of judgment; nor shall the Escrow Agent be answerable, except for its own neglect or fault, for any loss unless the same shall have been through its negligence or want of good faith.

In the absence of bad faith, the Escrow Agent may rely conclusively upon the truth, completeness and accuracy of the statements, certificates, opinions, resolutions and other documents conforming to the requirements of this Escrow Agreement, and shall not be obligated to make any independent investigation with respect thereto.

To the full extent permitted by law, the District agrees to indemnify, defend and hold the Escrow Agent and its officers, directors, agents, and employees harmless from and against any and all loss, damage, tax, liability and expense that may be incurred by the Escrow Agent arising out of or in connection with its acceptance or appointment as Escrow Agent hereunder, including attorneys' fees and expenses of defending itself against any claim or liability in connection with its performance hereunder except that the Escrow Agent shall not be indemnified for any loss, damage, tax, liability, or expense resulting from its own negligence or willful misconduct.

Section 6.3 Compensation.

On the Escrow Funding Date, the District will pay UMB Bank, N.A. for performing its services as Escrow Agent hereunder and for all expenses incurred or to be incurred by the Escrow Agent in the administration of this Escrow Agreement, the fees set out in Exhibit A. If the Escrow Agent is requested to perform any extraordinary services hereunder, the District hereby agrees to pay reasonable fees to the Escrow Agent for such extraordinary services and to reimburse the Escrow Agent for all expenses incurred by the Escrow Agent in performing such extraordinary services. It is expressly provided that the Escrow Agent shall look only to the District for the payment of such additional fees and reimbursement of such additional expenses. The Escrow Agent hereby agrees that in no event shall it ever assert any claim or lien against the Escrow Fund for any fees for its services, whether regular, additional or extraordinary, as Escrow Agent, or in any other capacity, or for reimbursement for any of its expenses. The foregoing sentence shall survive the termination of this Escrow Agreement and the earlier removal or resignation of the Escrow Agent

Section 6.4 Successor Escrow Agents.

If at any time the Escrow Agent or its legal successor or successors should become unable, through operation of law or otherwise, to act as escrow agent hereunder, or if its property and affairs shall be taken under the control of any state or federal court or administrative body because of insolvency or bankruptcy or for any other reason, a vacancy shall forthwith exist in the office of Escrow Agent hereunder. In such event the District, by appropriate action, shall promptly appoint an Escrow Agent to fill such vacancy. If no successor Escrow Agent shall have been appointed by the District within 60 days of such vacancy or Escrow Agent's giving notice of resignation, a successor may be appointed by the holders of a majority in aggregate principal amount of the Defeased Obligations then outstanding by an instrument or instruments in writing

filed with the District, signed by such holders or by their duly authorized attorneys or the Escrow Agent may petition a court of competent jurisdiction for the appointment of a successor Escrow Agent. If, in a proper case, no appointment of a successor Escrow Agent shall be made pursuant to the foregoing provisions of this section within three months after a vacancy shall have occurred, the holder of any Redeemed Obligation then outstanding may apply to any court of competent jurisdiction to appoint a successor Escrow Agent. Such court may thereupon, after such notice, if any, as it may deem proper, prescribe and appoint a successor Escrow Agent.

Any successor Escrow Agent shall be qualified to act in such capacity under Chapter 1207, Texas Government Code, as amended, and shall be a corporation organized and doing business under the laws of the United States or the State of Texas, authorized under such laws to exercise corporate trust powers, having a combined capital and surplus of at least $50,000,000 and subject to supervision or examination by federal or state authority.

Any successor Escrow Agent shall execute, acknowledge and deliver to the District and the Escrow Agent an instrument accepting such appointment hereunder, and the Escrow Agent shall execute and deliver an instrument transferring to such successor Escrow Agent, subject to the terms of this Agreement, all the rights, powers and trusts of the Escrow Agent hereunder. Upon the request of any such successor Escrow Agent, the District shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor Escrow Agent all such rights, powers and duties. The Escrow Agent shall pay over to its successor Escrow Agent a proportional part of the Escrow Agent's fee paid hereunder.

The Escrow Agent at the time acting hereunder may at any time resign and be discharged from the escrow hereby created by giving not less than sixty (60) days' written notice to the District specifying the date when such resignation will take effect. No such resignation shall take effect unless a successor Escrow Agent shall have been appointed by the holders of the Defeased Obligations or by the District as herein provided and such successor Escrow Agent shall have accepted such appointment, in which event such resignation shall take effect immediately upon the appointment and acceptance of a successor Escrow Agent.

The Escrow Agent may be removed at any time by an instrument or concurrent instruments in writing delivered to the Escrow Agent and to the District and signed by the holders of a majority in aggregate principal amount of the Defeased Obligations then outstanding.

ARTICLE VII

MISCELLANEOUS

Section 7.1 Notices.

Any notice, authorization, request or demand required or permitted to be given hereunder shall be made or given in writing and shall be deemed to have been duly given when mailed by registered or certified mail, postage prepaid, addressed as follows:

To the Escrow Agent:

UMB Bank, N.A.
6034 W. Courtyard Drive, Suite 370
Austin, Texas 78730

To the District:

Hays Consolidated Independent School District
21003 Interstate 35 Frontage Road
Kyle, TX 78640-4745
Attention: Superintendent

The United States Post Office registered or certified mail receipt showing delivery of the aforesaid shall be conclusive evidence of the date and fact of delivery. Either party hereto may change the address to which notices are to be delivered by giving to the other party not less than ten (10) days' prior written notice thereof.

Section 7.2 Termination of Responsibilities.

Upon the taking by the Escrow Agent of all the actions as described herein, the Escrow Agent shall have no further obligations or responsibilities hereunder to the District, the holders of the Defeased Obligations or to any other person or persons in connection with this Escrow Agreement.

Section 7.3 Binding Agreement; Amendment.

This Escrow Agreement shall be binding upon the District and the Escrow Agent and their respective successors and legal representatives and shall inure solely to the benefit of the holders of the Defeased Obligations, the District, the Escrow Agent and their respective successors and legal representatives. This Escrow Agreement shall not be subject to amendment without the written consent of the holders of all Defeased Obligations then outstanding.

Section 7.4 Severability.

If any one or more of the provisions contained in this Escrow Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Escrow Agreement, but this Escrow Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein.

Section 7.5 Governing Law.

This Escrow Agreement shall be governed exclusively by the provisions hereof and by the applicable laws of the State of Texas.

Section 7.6 Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 7.7 Time of Essence.

Time shall be of the essence in the performance of obligations from time to time imposed upon the Escrow Agent by this Escrow Agreement.

Section 7.8 Legislative Contracting Requirements.

(a) In accordance with Section 2271.002, Texas Government Code, the Escrow Agent hereby verifies that neither the Escrow Agent nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Escrow Agent: (i) Boycotts Israel (as such term is defined in Section 2270.001, Texas Government Code) and (ii) subject to or as otherwise required by applicable Federal law, including, without limitation, 50 U.S.C. Section 4607, will Boycott Israel during the term of this Escrow Agreement; and

(b) Pursuant to Section 2252.152, Texas Government Code, neither the Escrow Agent nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Escrow Agent is a company currently listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.

(c) The Escrow Agent hereby warrants and represents to the District that it is a publicly traded business entity or a wholly owned subsidiary of such a business entity.

[Execution Pages Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

By: _____
President, Board of Trustees

Address: 21003 Interstate 35 Frontage Road
Kyle, TX 78640-4745

UMB BANK, N.A.

By: _____
Name: _____
Title: _____

Address: 6034 W. Courtyard Drive, Suite 370
Austin, Texas 78730

ATTEST:

By: _____
Name: _____
Address: _____

EXHIBIT A TO ESCROW AGREEMENT

Fee Schedule

EXHIBIT B TO ESCROW AGREEMENT

Report / Sufficiency Certificate

EXHIBIT C TO ESCROW AGREEMENT

Defeased Obligations

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES

Date: February 22, 2021

Subject: 2021 Bond – Consideration of Guaranteed Maximum Price (GMP) for an Elementary School in the Sunfield Subdivision

Administrator Responsible/Position: Max Cleaver, Chief Operations Officer

A. Purpose of Agenda Item:
☒ **Action needed** ☐ **Information only** ☐ **Receive input**

B. Authority for This Action:
☐ **Local Policy** ☒ **Law or Rule** ☐ **N/A**

C. Goal or Need Addressed:
Provide cost-effective, timely facilities.

D. Summary:
☐ **Previous board action relating to this item -**

☐ **Future action anticipated -**

☒ **Background information:**

On December 18, 2019, the Board selected Huckabee Architects to provide architectural services for the design of a new elementary school in the Sunfield Development.

On February 24, 2020 the Project Team presented a Sunfield ES schematic design (SD) update to the Board. At the same meeting, the Board approved a reimbursement resolution to provide funding to complete the design of the school in time for a potential May 2020 Bond election.

In April 2020 Huckabee provided the Board with an informational communication entitled Enhanced SD + DD. On March 10, 2020 Huckabee presented the design to the FBOC. On March 13, 2020, the District went on Spring Break and did not resume normal operations until the summer of 2020.

On August 17, 2020 the Board declared the May 2020 Bond election moot for the November 2020 election cycle. At that point, the project design continued, but at a slower pace. The work primarily included making application and completing the paperwork for the various permit and development requirements and completing the construction document (CD) phase cost estimate.

In March 2021, the Board approved the plans-to-date and authorized the design team to finalize CD's.
On May 1, 2021, the voters approved the proposition containing this project.
On May 7, 2021, Bartlett-Cocke delivered the GMP to the District.

If approved, the school is scheduled to open in August 2022.

E. Comments Received:
☒ Cabinet ☐ DLT ☒ FBOC ☐ Teacher Org. Reps. ☒ Other: Voters

F. Administrative Recommendation:

Consideration and approval of the GMP from Bartlett-Cocke for an Elementary School in the Sunfield Development.

G. Fiscal Impact and Cost: Amount: Estimated

☐ Budget ☒ Bond -2021 ☐ Grant/Special Funds ☐ Other

The Elementary School in the Sunfield Development Project Budget is summarized in the following table:

Budget	Estimate	Actual
Construction	$32,250,642	$32,913,556
Architect	$2,257,545	$2,303,949
FFE	$2,257,545	$2,257,545
Infrastructure and Fees	$967,519	$967,519
Project Contingency	$747,333	$38,015
	$38,480,584	$38,480,584

H. Monitoring and Reporting Time Line:

Person responsible for evaluating this decision or action: Max Cleaver, Chief Operations Officer

Evaluation method and time line -

Next report to the board -

I. Suggested Motion:

I move the Board approve the Guaranteed Maximum Price (GMP) of $32,913,556 from Bartlett-Cocke for the Elementary School in the Sunfield Development and authorize the Superintendent to execute all documents necessary or convenient, as presented.

BARTLETT COCKE
GENERAL CONTRACTORS

May 10, 2021

Mr. Max Cleaver
Hays Consolidated Independent School District
21003 Interstate 35
Kyle, Texas 78640

Re: **Guaranteed Maximum Price for the Hays CISD Sunfield Elementary School**

Dear Mr. Cleaver:

Bartlett Cocke General Contractors advertised for, and received Subcontractor and Supplier proposals for the 100% Construction Document set for the above-referenced project on April 22, 2021. Based on the receipt of proposals and subsequent analysis, we have assembled the Guaranteed Maximum Price (GMP) for the work included in this proposal package. We are pleased to offer for approval the following overall GMP:

Thirty-Two Million Nine Hundred Thirteen Thousand Five Hundred Fifty-Six Dollars ($32,913,556.00)

Included In This GMP:
- CM Contingency
- Project ID Sign **$750.00**
- Owner Contingency **$329,092**

Unit Prices Included In This GMP:
- None **$0.00**

Alternates Included In This GMP:
- Alt #2 – Trane Equivalent RTU's and Split Systems ..... **($53,000)**

Items Included In This GMP:
- Payment and Performance Bond.
- Accepted Cost Value Options.
- Construction Manager Fee.
- General Conditions Costs.
- BCLP Self-Perform Bid Items per April 21, 2021 letter.
- Subcontracted Cost-of-Work Items.
- Payroll Taxes, Insurance, and other Costs.
- Prevailing Wages and Benefits per Documents.
- All construction work per Plans, Specifications and Addendums, unless specifically noted or excluded below.

Items Excluded From This GMP:
- Sales tax.
- Testing and inspections.
- Impact / Use / Development / Consultant / Jurisdictional / Agency fees.
- Environmental surveys and hazardous material identification, handling and/or removal.
- Adjustments, removal, or relocations to existing utilities, unless specifically shown or specified.

- Sub-surface investigations, test probe holes, geo-technical testing, and hidden conditions costs.
- All items not shown or specified in the referenced Proposal Documents.
- Utility consumption costs, public utility applications, public utility construction costs and hookup fees.

Clarifications and Assumptions:

- Per clarifications and assumptions log.

Proposal Documents:

- Documents developed by Huckabee Architects:

100% Construction Documents.....March 5, 2021

Addendum #1 .....April 15, 2021

We have provided a GMP Summary for your assistance in preparing the Contract Amendment. At this time, we are requesting that you review and approve our GMP for the project in the above amounts. Upon approval, we will need a Contract Amendment to our Contract by the stated amounts and a Contract Notice to Proceed for this package. If you have any questions, please do not hesitate to call.

Sincerely,
BARTLETT COCKE GENERAL CONTRACTORS

Stefan Doerr

Stefan Doerr
Lead Estimator

CC: HCISD – Rod Walls
HCISD – Mike Garcia
Huckabee – LaShae Baskin
Huckabee – Tina Alford
Huckabee – Brent Winkler
BCGC – Trent Bales
BCGC – Derek Even
BCGC – Ben Decker
File

Huckabee

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

NEW SUNFIELD ELEMENTARY SCHOOL

ENHANCED SD + CD PRESENTATION

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ACKNOWLEDGMENTS 01
NARRATIVES + VE LIST 02
PROGRAM COMPARISON 03
MILESTONES + SCHEDULE + **UPDATED SCHEDULE** 04
SITE PLAN 05
FLOOR PLANS 06
INTERIOR PERSEPECTIVES 07
INTERIOR MATERIAL SELECTION 08
EXTERIOR PERSPECTIVES 09
EXTERIOR MATERIAL SELECTIONS 10

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HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
SUNFIELD NEW ELEMENTARY SCHOOL

Building Committee and Contributing Staff

Dr. Eric Wright

Max Cleaver
Elijah Casillas
Rod Walls
Fili Bonilla
Anthony Shields
Jeri Skrocki
Dianne Borreson
Kevin Molenaar
Alberto Flores
Mark Timmons

Josh Jurek
Jody Lee
Michael Thibodeaux
Macie Walker
Emily Herrin
Nadine Hogan
Cynthia Vasquez
Tim Robinson
Denise Schweitzer
Mandy Taylor

Patty Moreno
Michael O'Guin
Sandra Dowdy
Jesus Gomez
Jennifer Garcia-Edwardsen
Sami Kinsey
Kathy Noack
Michael Baker

District Board Members

Esperanza Orosco	Board President
Will McManus	Vice President
Vanessa Petrea	Secretary
Teresa Tobias	Board Member
Willie Tenorio, Jr.	Board Member
Dr. Michael Sánchez	Board Member
Merideth Keller	Board Member

Project Design Team

LaShae Baskin, RID
Principal, Huckabee

Tina Alford, AIA
Project Architect, Huckabee

Michael Hall, AIA
Design Director, Huckabee

Sofi Ashraf
Interior Designer Associate, Huckabee

Mike Vermeeren, AIA
Planning, Huckabee

Kerri Ranney, AIA, Esq., REFP
Planning, Huckabee

Construction Manager at Risk

Bartlett Cocke

Civil Engineering & Surveying

Kimley-Horn

MEP Engineering

Hendrix Consulting Engineers

Structural Engineering

Huckabee

Technology/Security

True North

Geotechnical

Fugro USA Land, Inc

Food Service

Foodservice Design Professionals

Roofing Consultant

Engineered Exteriors

Acoustical Consultant

BAI

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Sunfield New Elementary School

Introduction
Sunfield New Elementary School is a new stand-alone facility designed to serve 900 students in grades Pre-Kindergarten through 5th grade. Grade level alignment, the program of spaces, and the project budget were discussed and developed during pre-bond planning. Huckabee worked with HCISD's building committee and contributing staff to confirm and refine the program and design intent. The current design is consistent with planning efforts and subsequent school tours and design charrettes.

Site Development
The site is approximately 16.5 acres within the planned Sunfield Subdivision. The site is bound by Sunbright Blvd to the south, Vista Gardens to the east, Aura Dr and Fire Cracker to the north, and existing single-family homes to the west. The site generally slopes from south to north. Significant earthwork is anticipated to bring the site up to establish a finish floor elevation that works with the surrounding infrastructure and soils.

Access and Site Circulation
The New Sunfield Elementary School will have three curb cuts. The curb cuts north of the school, on Vista Gardens Drive will be dedicated for staff parking and is the exit for parents leaving the pick up/drop off lane. The second curb cut, on Vista Gardens Drive, south of the Elementary School will be for bus loading and unloading and visitor parking. Lastly, the curb cut on Sunbright Blvd will be the entrance for parents picking up and/or dropping off students. All queuing is anticipated to be contained within the school driveways. The service yard will be accessed by the staff lot on the north side of the school.

Drainage
The Sunfield Subdivision has provided an offsite detention pond sized to detain for the proposed school. Onsite stormwater will be captured in inlets and discharged to the existing drainage easement adjacent to the property. Water quality requirements have also been met by the offsite pond.

Pavement
Based on HCISD preferences all onsite drives and parking lots will be concrete. A geotechnical report has provided recommendations for pavement and subgrade thickness.

Utilities
While sanitary sewer has been stubbed to the property, a public water main extension is anticipated to be required to provide adequate fire hydrant coverage.

Building Design
The compact building plan is designed with the two-story high library space as its hub. The two-story classroom wing surrounds and looks onto this central library space. The library's learning stair provides opportunities for presentations and collaboration and creates a strong visual and physical connection to the second floor. Flexible instructional spaces are located between grade-level wings, presenting the opportunity for enhanced learning opportunities. Splayed corridors are designed for collaborative and small group learning. The classroom wing configuration also maximizes opportunities for natural light.

A one-story wing consisting of the gym, cafeteria and Music room is on the east side of the floor plan. The gym, cafeteria and restrooms can be isolated from the remainder of the building for after-hours events and can be accessed from both the front and rear parking lots. The Music room is located directly behind the stage.

Students arriving on foot, by bike, or by car will enter through the main front entrance. Students arriving by bus will enter next to the gym. Visitors will enter through a secure vestibule and be directed through the office. Covered walkways are provided at both front and rear entrances to shelter students. The outdoor play slab can be accessed from the gym or classroom wing. The exact placement and configuration of outdoor spaces will be refined after the topographic survey is complete.

The exterior of the building will be primarily sandstone, with metal panel accents at upper areas and brick accents at the windows. Interior finishes are anticipated to be polished concert, with carpet tile and porcelain tile in select areas. Wall finishes in the corridors will be a durable finish wainscot metal panel.

Structure
The foundation system will likely consist of a suspended 8" thick slab over void boxes with interior drilled piers, as well as grade beams spanning over void boxes between piers at load-bearing walls. Drilled piers will also be present at isolated column locations. The building is comprised of steel framing and load-bearing masonry walls. Lateral stability of the building will consist of brace frames, moment frames, and masonry shear walls.

The second floor framing consists of 5" total thickness of normal weight concrete on 2" composite steel deck. The second floor slab will be supported by steel beams designed to act compositely with the concrete slab. The roof framing consists of steel bar joists typically spaced at approximately 6'-0" on center. The 1.5" deep, 20 gage (minimum) steel roof deck is supported by the bar joists and serves as the roof diaphragm as part of the lateral support system. There will also be long-span metal deck.

Wind and Seismic analysis are performed in accordance with the design codes listed below. The lateral force resisting design shall be based on the controlling load. Seismic resisting systems and special requirements as prescribed in IBC, ASCE 7, and AISC have been taken into account. Lateral loads are transferred from the roof and second floor diaphragms to the foundation by use of brace frames, moment frames, and masonry shear walls.

Mechanical
The HVAC system shall be designed with energy efficient quality equipment, ease of maintenance and equipment accessibility in mind. The system will be designed to control the interior temperature and humidity to uniform comfort conditions. Large spaces may be zoned separately by exposure and space function. This will allow for controlling a specific area (zone) by temperature and run time to provide maximum energy efficiency.

Mechanical system shall consist of DX high-efficiency gas fired rooftop units and makeup air (MAU) units to pre-condition the outside air for humidity and temperature control. Larger areas will be conditioned using DX high-efficiency multi-stage rooftop units (RTU's). The space will be zoned using separate units for exterior and interior to provide for better space comfort and control. These units will also be provided with hot gas reheat for humidity control as space type dictates. Classrooms shall have a separate RTU unit and thermostat for individual control. All rooftop units will have gas heat. All MDF and IDF data rooms will have separate air conditioning systems for 24/7 control.

Plumbing
A new underground domestic cold-water service will be provided to the building, supplied from a site water main. Where the domestic

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water service enters the building a shut-off valve will be provided. Throughout the building, domestic cold water will be routed to plumbing fixtures. The piping system will be sized based on the Plumbing Code requirements. The piping system will be insulated to prevent condensation from occurring on the exterior of the pipe. All of roof drainage is planned to be handled by collector and downspouts by Architect. There are no internal roof drains or associated piping.

Fire Protection Systems
The building will be provided with an automatic fire protection sprinkler system. A fire water service supply will be extended into the building. Dry type sprinkler systems will be provided for areas where the sprinkler heads and piping will be exposed to freezing conditions external to the buildings. The dry type sprinkler systems will include air compressor, dry pipe valve, air maintenance device, etc. The wet and dry sprinkler systems will be hydraulically designed in accordance with the requirements of all agencies having jurisdiction. System will include piping, sprinklers, wet and dry alarm valve assemblies, tamper switches, flow switches, valves, drains, inspector test, test drains, fire department connections, sprinkler heads, roof manifolds, etc.

Electrical
Power will be brought to the building from the local electric utility company. The service to the building will be 480Y/277V, 3-phase, 4-wire on the secondary of the building pad mount transformer. Main switch bank is located in main electric room. Lighting will be served at 277V and motors larger than 1/2 horsepower will be served at 480V, 3-phase. Energy-efficient, low voltage, indoor, dry-type transformers that are DOE 2016 compliant will be used inside the building electrical rooms to transform down to 208Y/120V for convenience receptacles and other small loads. LED lighting will be utilized throughout the building. All offices and classrooms shall be provided with dual technology occupancy sensors, and switches for a dimming lighting control system. Lighting control schemes will be further discussed with the Owner as the design progresses.

Technology & Security
The Schematic Design (SD) Plan of the Sunfield Elementary School for Hays CISD includes a main entrance and security vestibule that lead to a central hallway of the building from which one can go several directions to reach the cafeteria and gym wing or the two story classroom wings of the building. The outdoor learning and play areas will be secured by fencing. In general, the technology scope is anticipated to follow the latest District technology standards that were established during the design of both the Lehman HS CTE and Hays HS CTE projects.

Structured Data Cabling
Structured data cabling includes data outlets for computers, wireless access points, phone instruments, data projectors, flat panel displays, and video surveillance cameras. Horizontal data cabling will be comprised of Category 6a unshielded twisted pair (UTP) copper for wireless access points and Category 6 UTP copper for all other devices.

The network rooms (MDF/IDF) will be placed around the building such that no data drop is more than 295 feet from the nearest network room. The MDF will be centrally located in the building with several IDFs located around the building. One IDF will serve the cafeteria and the classroom wings will have four IDFs, 2 on each floor and stacked on top of each other.

The classrooms typically get ten (4) drops per room. This includes one drop for a teacher's workstation area on one side of the marker boards, an additional drop on the other side of the markerboards, a third drop located centrally on the exterior wall, and one drop for a wireless access point. Offices typically get two single-port outlets. Quantity of data in other spaces will depend on the specific layout and functions of the space but will at least include full wireless coverage throughout the building and video surveillance in common areas.

Overhead Paging, Bell, & Clock System
The overhead paging system is an integrated solution that supports scheduled multi-tone bells, multi-zone paging, and two-way intercom to each classroom. The main PA system cabinet will be located in the MDF and includes processing equipment, amplifiers, and a master clock. Synchronized clocks will be provided throughout the building as well.

Classroom A/V Systems
The District standard classroom A/V system is based around a wall-mounted ultra-short throw non-interactive projector that projects onto a markerboard surface specially designed to support projection. The classroom A/V system is based around the Lightspeed Technologies Topcat product. The design includes an HDMI and 3.5mm AUX input plate at the Teacher's workstation location. Both will connect to the Lightspeed system, the AUX will connect directly to it and the HDMI will be routed to the Projector via an HDBASE-T extender with audio routed out from the projector to the Lightspeed system as well. The Lightspeed media connector (MCA) will be located in a lockable cabinet along with a portable flexmike. All audio will be sent from the lightspeed media connector to a Lightspeed Topcat powered speaker that will also have an input from the paging system that will duck multimedia signals when the paging/intercom system is activated. The District furnishes the projector, while the contractor installs it and provides all other components. This type of system will be included in each classroom location.

Special Space A/V Systems
In addition to the classrooms, there are a few other spaces that will receive AV systems. These spaces include the cafeteria (new stage), gymnasium, planning rooms, conference rooms, and digital signage.

The cafeteria will have a large performance AV system. The video component will include an HDMI extender input plate (HDBaseT), high-lumens video projector, and large motorized projection screen. The audio part will include wired microphone plates on each side of the stage, hanging microphones, wireless microphone system, digital signal processor, audio amplifier, pair of wall-mount program speakers, and assistive listening system. Processing equipment will be housed in a wall-mount equipment cabinet with a power sequencer, rack drawers, etc. The system will be controlled from a touch panel on the wall with a control processor in the rack.
The gymnasium will have an AV system consisting of a wireless microphone system, wall controller, digital signal processor, audio amplifier, centrally located Octasound speaker, assistive listening system, power sequencer, and a wall-mount equipment cabinet.

The planning and conference rooms will consist of a flat panel display with an HDMI input, the location of the HDMI input may vary from location to location. The size of this flat panels in these rooms will be 65".

Digital signage locations will be included throughout the campus and will be 50-60" displays connected to a Viewsonic digital signage player. In the cafeteria, menu boards will be synced to display the daily menu. The reception area will include two digital

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signage displays, one to show campus announcements or other messages determined by the campus Administration and another to show camera views that is easily visible by the Receptionists. Other digital signage will be located throughout the campus at selected locations that also shows campus announcements and other messages determined by the campus Administration.

Security: Video Surveillance & Access Control
The physical security systems will include video surveillance and access control systems. Any cameras and licensing components of the video surveillance system will be owner-furnished, owner-installed, although data cabling and rough-ins for cameras shall be included in the project. The access control system shall be fully included in the project.

The access control system includes a controller, card readers, cabling, door position switches, and other ancillary equipment as necessary. The District standard for access control is current DSX but the District is currently looking at other options moving forward. The technology consultant will stay in contact with the District throughout this process to ensure they have the latest information regarding any changes made to the current District standards. All door position switches will be DPDT so that in the future an intrusion detection system could be easily integrated at these locations if desired.

Network Electronic Devices, Wireless, and VoIP/Telephony
All network switches, UPS, wireless access points, and telephone handsets will be provided and installed by the District. The structured cabling contractor will include data to support these devices where they are required in the new and renovated spaces.

Food Services
Receiving Area receiving door to include a glass view window panel, intercom, doorbell, sufficient lighting and air screen located over the door. A time clock may be required at the receiving door. Security camera may be required and located outside the receiving door. One restroom to be provided with one (1) locker room. Number of lockers and coat hooks to accommodate total amount of employees within the kitchen. Office will have vision panels to be located to allow the manager to view the kitchen and the serving area. Dry Storage Area to be sized to initially accommodate one (1) delivery a week. Cold Storage Assembly to be sized to initially accommodate 7-day inventory.

The production area is to be located across from the Cold Storage Assembly. Production equipment to be sized to accommodate the total student population. Exhaust hoods to be designed to accommodate all production equipment. Exhaust system to be sized to accommodate 300 cfm per linear foot of exhaust hood. Supply air to be sized at 60% of exhaust cfm per linear foot.

The preparation area is to be located across from the walk-in cooler assembly and to be located to minimize any cross traffic from the other kitchen support areas. The servery area is to be located between the seating and the kitchen area. A store front glass wall or roll down door is to be provided between the serving line and the seating area. The serving line to be designed to accommodate the owner's menu as required. Beverages to be located at the beginning of the serving line. Serving lines to be sized to accommodate the student population and number of periods. Each serving line to accommodate approx. 100 students per line per period.

The bakery area is to accommodate scratch or par-baked cooking. A store front glass wall or roll down door is to be provided between the serving line and the seating area. Serving lines to be sized to accommodate the student population and number of periods. Each serving line to accommodate approx. 100 students per line per period. The serving lines are to and to include the following:

- Five (5) hot food wells with and auto-fill feature, recessed to accommodate a sheet pan.
- Non-refrigerated cold pan
- Flat top counter
- Salad bar area
- Cashier station

Dishwash/Scullery area to include three compartment sink with drainboards and pot rack, disposer with pre-rinse, hand sink and drying racks.

VALUE ENGINEERED DESIGN

1. DECREASED OR REMOVED GLAZING
   - IN DINING (DECREASED)
   - IN CLASSROOMS (REMOVED)
   - NO CURTAIN WALL
2. REDUCED HEIGHT OF VOLUMES
   - CAFETERIA WAS LOWERED BY 14'
   - ACADEMIC WING LOWERED BY 18"
   - GYM WAS LOWERED BY 4'
3. DECREASED AMOUNT OF STEEL AND MADE STRUCTURAL GRID MORE EFFICIENT DUE TO FIRE WALL SEPARATION
4. ELIMINATED LEARNING STAIR FOR A THREE TIERED READING AREA
5. SIMPLIFIED MAIN CIRCULATION STAIR
6. CONSOLIDATED AND REDUCED EXTERIOR WALLS AND VOLUMES
7. NO SKYLIGHTS
8. NO RAINWATER OR CONDENSATE HARVESTING
9. NO BANNERS
10. REMOVED ALL MOVEABLE WALLS
12. LOWERED EXTERIOR COVERED ART AREA BY 14'
13. REMOVED ALL CAST STONE TRANSITION PIECES AND CHANGED IT TO BRICK
14. REDUCED THE AMOUNT OF SMOOTH STONE
15. NO SPRAY LOCK IN CONCRETE – ONLY IN GYM

INCLUDED IN SUNFIELD ES

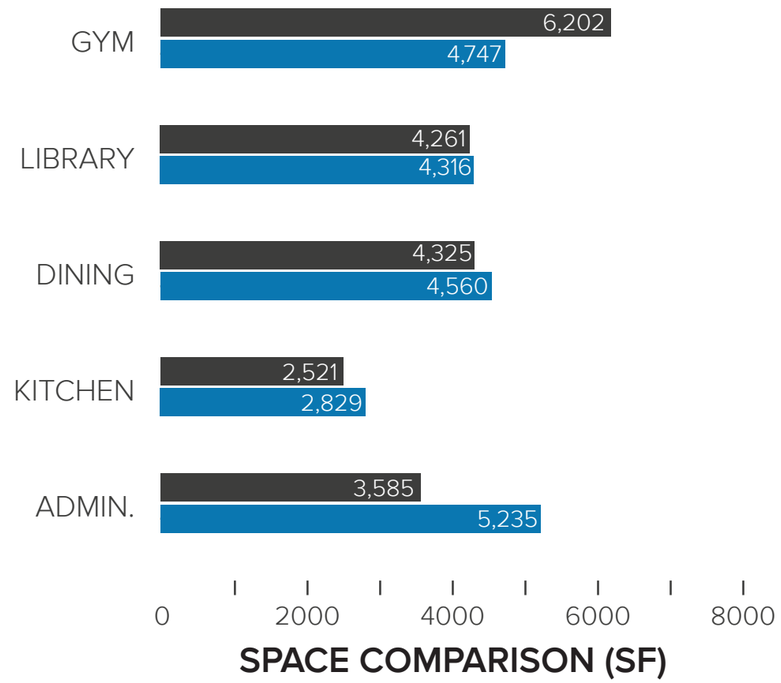
16. LIGHT SPEED - CLASSROOM SOUND
17. WRITABLE SURFACES ON SELECT CASEWORK
18. CONCRETE PAVING
19. SERVICE YARD SCREEN WALL

NOT FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION - KELLY BLACKWELL #26820

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
SUNFIELD NEW ELEMENTARY SCHOOL

	Sunfield ES	Uhland ES
PRE-K - FIRST	19	16
AVERAGE CLASSROOM SIZE	824	804
SECOND - FIFTH	28	32
AVERAGE CLASSROOM SIZE	823	821
LIFE SKILLS (OT/PT + SPED + SENSORY)	4	1
TEACHER PLANNING ROOMS	7	0
STAFF RESTROOMS	11	6
COLLABORATION SPACE	6	2
OUTDOOR CLASSROOM	1	1
MUSIC	1	1
COMPUTER LAB + MAKER SPACE + ART + SCIENCE	5	6
DYSLEXIA + MATH + READING + INSTRUCTIONAL COACH + SPEECH	5	1

ACADEMIC SPACES



Sunfield ES
900 Functional Capacity
1,067 Building Capacity
117,611 SF

Uhland ES
900 Functional Capacity
1,056 Building Capacity
113,000 SF

NOT FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION - KELLY BLACKWELL #26820

DECEMBER 2019		
17th	8:00 AM - 4:00 PM	**PROJECT KICK OFF + FLOOR PLAN CHARRETTE**
18th-Jan 6th	HUCKABEE DEVELOPED NEW HAYS CISD SUNFIELD ELEMENTARY FLOOR PLAN	
JANUARY 2020		
7th	4:00 PM - 4:30 PM	FIRST WEEKLY COORDINATION MEETING
9th	8:00 AM - 4:00 PM	**DEPARTMENTAL REVIEW - REVIEW NEW FLOOR PLAN**
14th	9:00 AM - 10:30 PM	WEEKLY COORDINATION MTG
15th	9:00 AM - 11:00 AM	MEP STANDARDS MTG
	11:00 AM - 12:30 PM	HARDWARE + BUILDING STANDARDS MTG
	1:30 PM - 2:30 PM	**UHLAND ELEMENTARY TOUR**
	3:00 PM - 5:00 PM	TECHNOLOGY STANDARDS MTG
21st	9:00 AM - 10:30 AM	WEEKLY COORDINATION MTG
22nd	10:00 AM - 12:00 AM	MATERIAL STANDARDS MTG
28th	9:00 AM - 10:30 AM	WEEKLY COORDINATION MTG
30th	8:00 AM - 9:00 AM	BOND 2020 PROCUREMENT PLANNING MTG
	10:30 AM - 11:00 PM	CITY OF BUDA PRE-DEVELOPMENT MTG
	1:00 PM - 4:00 PM	PROJECT KICK OFF
FEBRUARY 2020		
3rd	1:00 PM - 3:00 PM	GEOTECH REVIEW CONFERENCE
4th	9:00 AM - 10:30 AM	WEEKLY COORDINATION MTG
5th	1:00 PM - 2:00 PM	SD/DD KICK OFF
10th	1:00 PM - 3:00 PM	FINAL MATERIAL SELECTION MTG
11th	8:00 AM - 4:00 PM	**DEPARTMENTAL REVIEW - FLOOR PLAN REVIEW**
12th	8:30 AM - 5:00 PM	MEP, KITCHEN, TECHNOLOGY AND HARDWARE MTG
18th	8:00 AM - 9:30 AM	WEEKLY COORDINATION MTG
24th	**BOARD PRESENTATION - PROJECT UPDATE**	
25th	9:00 AM - 10:30 AM	WEEKLY COORDINATION MTG
26th	8:00 AM - 10:00 AM	**BUDA ELEMENTARY TOUR**
	10:00 AM - 11:00 AM	BUDA FIRE DEPARTMENT MTG
MARCH 2020		
3rd	9:00 AM - 10:30 AM	WEEKLY COORDINATION MTG
4th	11:00 AM - 1:00 PM	TOUR IGO
10th	**FBOC MEETING**	
APRIL 2020		
20th	**ENHANCED SD/DD BOARD PRESENTATION**	
28th	8:00 AM - 4:00 PM	**DEPARTMENTAL REVIEW - PAGE TURN**

NOT FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION - KELLY BLACKWELL #26820

JUNE 2020

- 22nd — INVITATIONS-TO-BID TO SUBCONTRATORS - 99% CD DOCUMENTS
- 26th — PROJECT SUBMITTED TO CITY OF BUDA FIRE MARSHALL

JULY 2020

- 8th — SUBMITTED PERMIT APPLICATION TO HAYS COUNTY
  RECEIVED COMMENTS FROM HAYS COUNTY
- 15th — SITE SUBMITTAL WAS APPROVED BY HAYS COUNTY
- 19th — PROJECT SIGNED & SEALED AND ISSUED FOR PRICING & PERMITTING
- 21st — RECEIVED BIDS - 99% CD DOCUMENTS

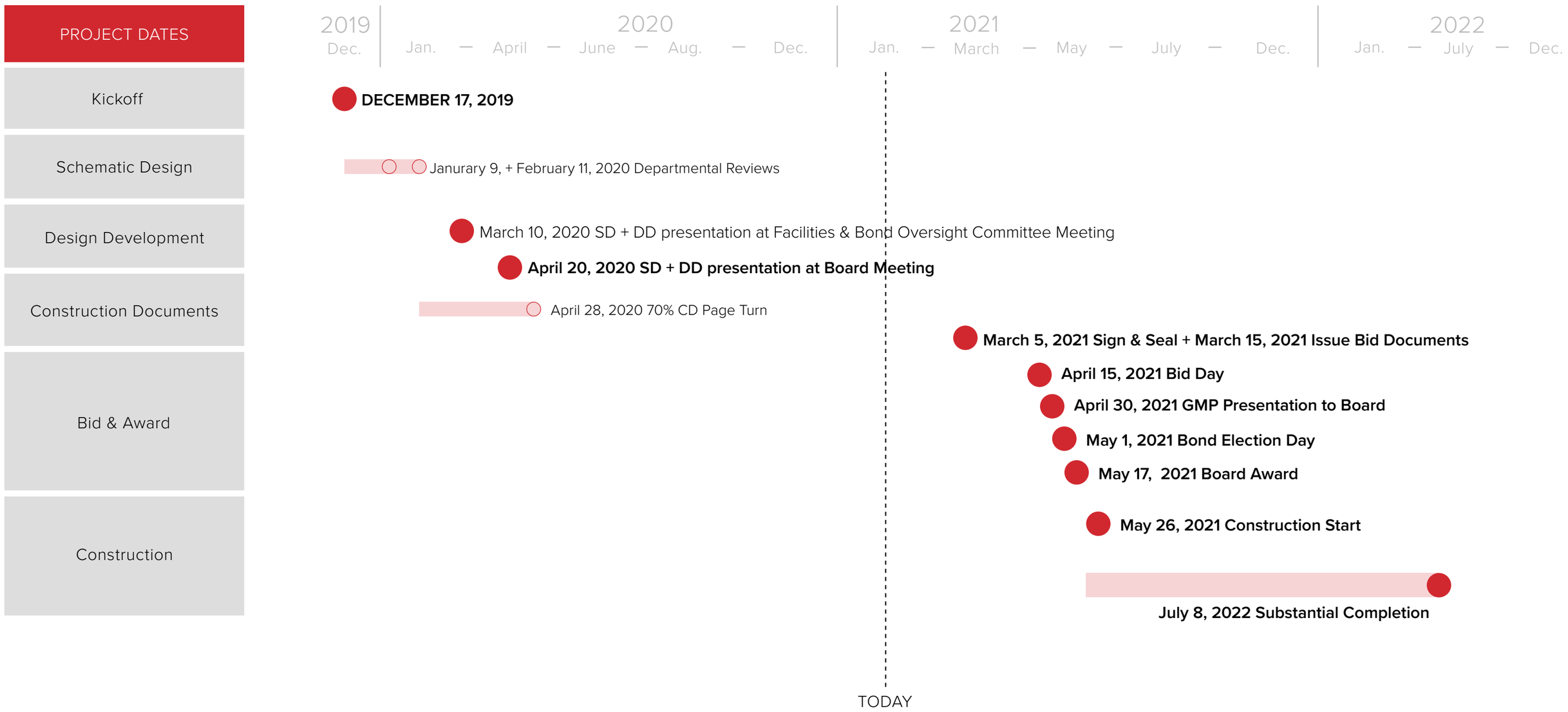
AUGUST 2020

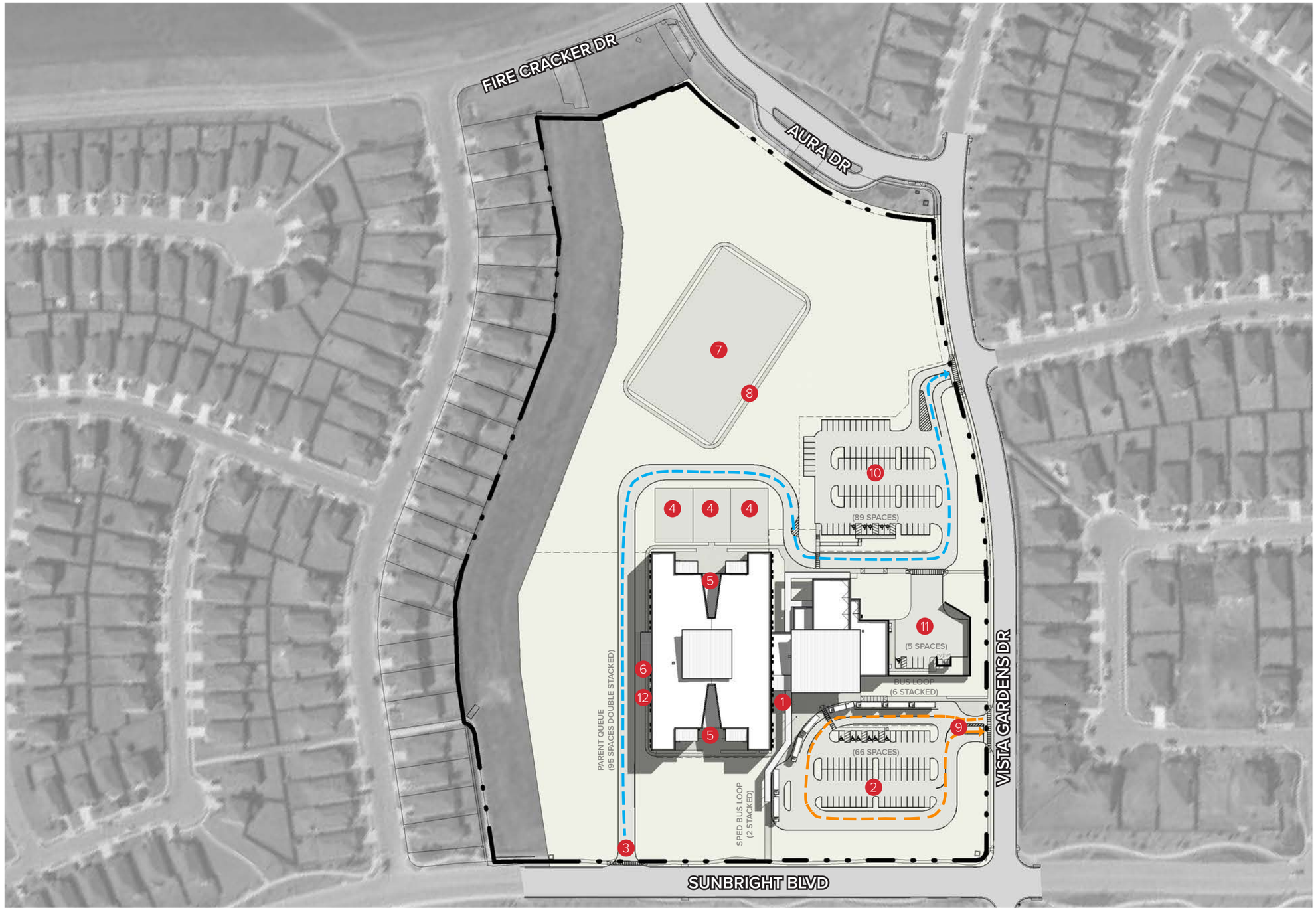
- 4th — CITY OF BUDA SECOND ROUND SITE COMMENTS WAS RECEIVED
- 6th — 3:00 PM - 4:00 PM 99% CD ESTIMATE REVIEW
- 14th — DRIVEWAY PERMIT WAS RECEIVED FROM HAYS COUNTY

COST ESTIMATE PER PHASE

• BOND CONSTRUCTION BUDGET (MAY 2020)	$31,051,424
• ENHANCE SD PHASE CONSTRUCTION ESTIMATE (MARCH 5, 2020)	$31,041,868
• 99% CD PHASE CONSTRUCTION ESTIMATE (JULY 29, 2020)	$30,714,897
• ESCALATED SUB-TOTAL (MAY 2021)	$32,250,642
SOFT COSTS	$6,229,941
ALL IN PROJECT ESTIMATE	$38,480,583

NOT FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION - KELLY BLACKWELL #26820


PROJECT DATES
2019
Dec.
2020
Jan. — April — June — Aug. — Dec.
2021
Jan. — March — May — July — Dec.
2022
Jan. — July — Dec.
Kickoff
DECEMBER 17, 2019
Schematic Design
Janurary 9, + February 11, 2020 Departmental Reviews
Design Development
March 10, 2020 SD + DD presentation at Facilities & Bond Oversight Committee Meeting
April 20, 2020 SD + DD presentation at Board Meeting
Construction Documents
April 28, 2020 70% CD Page Turn
Bid & Award
March 5, 2021 Sign & Seal + March 15, 2021 Issue Bid Documents
April 15, 2021 Bid Day
April 30, 2021 GMP Presentation to Board
May 1, 2021 Bond Election Day
May 17, 2021 Board Award
Construction
May 26, 2021 Construction Start
July 8, 2022 Substantial Completion
TODAY



SITE PLAN KEY

1. MAIN ENTRY
2. VISITOR/STAFF PARKING
3. PARENT DRIVE
4. PLAY AREA
5. OUTDOOR LEARNING
6. ART PATIO
7. PLAY FIELD
8. WALKING TRAIL
9. BUS LOOP
10. STAFF PARKING
11. SERVICE DRIVE
12. POTENTIAL PORTABLE LOCATION

LINE TYPE LEGEND

- PARENT DRIVE
- BUS DRIVE
- PROPERTY LINE

0 160

Huckabee

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

NOT FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION - KELLY BLACKWELL #26820

SITE PLAN

05

COLOR LEGEND

- Administration
- Academic
- Library
- Dining
- Athletics
- Circulation
- Toilet / Support Spaces

PROJECT DATA

LEVEL 1	72,436
LEVEL 2	45,175
TOTAL GROSS SF	**117,611**

SD CONSTRUCTION COST ESTIMATE

TOTAL	**$31,014,868**
	$264/SF

PREVIOUS PROTOTYPE BUDGET

TOTAL	$33,486,333
	113,000 SF
	$296/SF

0 40

Huckabee

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

FLOOR PLAN - LEVEL 1

06

NOT FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION - KELLY BLACKWELL #26820

COLOR LEGEND

- Administration
- Academic
- Circulation
- Toilet / Support Spaces

PROJECT DATA

LEVEL 1	72,436
LEVEL 2	45,175
TOTAL GROSS SF	**117,611**

SD CONSTRUCTION COST ESTIMATE

TOTAL	**$31,014,868**
	$264/SF

PREVIOUS PROTOTYPE BUDGET

TOTAL	$33,486,333
	113,000 SF
	$296/SF

0 40

Huckabee

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

FLOOR PLAN - LEVEL 2

06

NOT FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION - KELLY BLACKWELL #26820

Huckabee

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

VIEW OF LIBRARY - PERSPECTIVE 9.1

07

NOT FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION - KELLY BLACKWELL #26820

Huckabee

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

VIEW OF CAFETERIA - PERSPECTIVE 9.2

07

NOT FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION - KELLY BLACKWELL #26820

NOT FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION - KELLY BLACKWELL #26820

Huckabee

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

VIEW OF MAIN ENTRY - PERSPECTIVE 9.3

09

NOT FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION - KELLY BLACKWELL #26820

Huckabee

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

NOT FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION - KELLY BLACKWELL #26820

VIEW OF GYM AND PARENT DROP OFF ENTRY - PERSPECTIVE 9.4

NOT FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION - KELLY BLACKWELL #26820

MORE THAN ARCHITECTS

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES

Date: May 24, 2021

Subject: 2017 Bond – Consideration of Guaranteed Maximum Price (GMP) for Beacon Hill Parking Lot Renovations

Administrator Responsible/Position: Max Cleaver, Chief Operations Officer

A. Purpose of Agenda Item:
☒ **Action needed** ☐ **Information only** ☐ **Receive input**

B. Authority for This Action:
☐ **Local Policy** ☒ **Law or Rule** ☐ **N/A**

C. Goal or Need Addressed:
Provide cost-effective, timely facilities.

D. Summary:
☐ **Previous board action relating to this item -**
☐ **Future action anticipated -**
☒ **Background information:**
The 2017 Bond contains provisions for parking lot improvement and expansion at the Beacon Hill Operations Facility with a budget of approximately $530,800.

In September 2019, the Board Approved Doucet and Associates for Engineering Services required for this project.

The scope of work includes the construction of two water quality ponds, repair of existing parking surfaces, and installation of additional parking surfaces. During the design process, it became evident that the estimated budget would not be adequate to construct what is required for water quality in and around the Edward's Aquifer.

In February 2021, staff presented the engineer's opinion of probable cost of $2,922,648 to the FBOC and requested the budget to be increased from savings from other Proposition 2 projects, which gained consensus.

On May 5, 20121, Bartlett-Cocke presented the Guaranteed Maximum Price for the project.

E. Comments Received:
☒ Cabinet ☐ DLT ☒ FBOC ☐ Teacher Org. Reps. ☒ Other:
The virtual design process lends itself to inclusion by the end-user, see presentation for meeting details.

F. Administrative Recommendation:
Consideration and approval of the GMP for the Beacon Hill Operation Facility Parking Lot Improvements

G. Fiscal Impact and Cost: Amount: See Table Below

☐ Budget ☒ Bond 2017 ☐ Grant/Special Funds ☐ Other

Beacon Hill Parking Renovations	Estimate	Actual
Construction	$2,456,460	GMP $2,095,672
Engineer Fixed	$74,504	$74,504
FFE	$0	$0
Infrastructure and Fees	$73,694	$73,694
Project Contingency	$317,990	$678,778
Totals	$2,922,648	$2,922,648

H. Monitoring and Reporting Time Line:

Person responsible for evaluating this decision or action: Max Cleaver, Chief Operations Officer

Evaluation method and time line -

Next report to the board -

I. Suggested Motion:

I move the Board approve the Guaranteed Maximum Price from Bartlett-Cocke General Contractors for the 2017 Bond Beacon Hill Operations Facility Parking Lot Improvements in the amount of $2,095,672, as presented.

May 10, 2021

Mr. Max Cleaver
Hays Consolidated Independent School District
21003 Interstate 35
Kyle, Texas 78640

Re: **Guaranteed Maximum Price for the Hays CISD Beacon Hill Operations Facility Parking Lot Renovations**

Dear Mr. Cleaver:

Bartlett Cocke General Contractors advertised for, and received Subcontractor and Supplier proposals for the 100% Construction Document set for the above-referenced project on April 27, 2021. Based on the receipt of proposals and subsequent analysis, we have assembled the Guaranteed Maximum Price (GMP) for the work included in this proposal package. We are pleased to offer for approval the following overall GMP:

Two Million Ninety-Five Thousand Six Hundred Seventy-Two Dollars ($2,095,672.00)

Included In This GMP:
- CM Contingency
- Owner Contingency..... **$104,784.00**

Unit Prices Included In This GMP:
- None **$0.00**

Alternates Included In This GMP:
- None **$0.00**

Items Included In This GMP:
- Payment and Performance Bond.
- Construction Manager Fee.
- General Conditions Costs.
- BCLP Self-Perform Bid Items.
- Subcontracted Cost-of-Work Items.
- Payroll Taxes, Insurance, and other Costs.
- Prevailing Wages and Benefits per Documents.
- All construction work per Plans, Specifications and Addendums, unless specifically noted or excluded below.

Items Excluded From This GMP:
- Sales tax.
- Testing and inspections.
- Impact / Use / Development / Consultant / Jurisdictional / Agency fees.
- Environmental surveys and hazardous material identification, handling and/or removal.
- Adjustments, removal, or relocations to existing utilities, unless specifically shown or specified.
- Sub-surface investigations, test probe holes, geo-technical testing, and hidden conditions costs.
- All items not shown or specified in the referenced Proposal Documents.

- Utility consumption costs, public utility applications, public utility construction costs and hookup fees.

Clarifications and Assumptions:

- Per the clarifications and assumptions log.

Proposal Documents:

- Documents developed by Doucet Engineers:

100% Construction Documents.....March 24, 2021

We have provided a GMP Summary for your assistance in preparing the Contract Amendment. At this time, we are requesting that you review and approve our GMP for the project in the above amounts. Upon approval, we will need a Contract Amendment to our Contract by the stated amounts and a Contract Notice to Proceed for this package. If you have any questions, please do not hesitate to call.

Sincerely,
BARTLETT COCKE GENERAL CONTRACTORS

Stefan Doerr

Stefan Doerr
Lead Estimator

CC: HCISD – Rod Walls
HCISD – Mike Garcia
BCGC – Trent Bales
BCGC – Stefan Doerr
File

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES

Date: May 24, 2021

Subject: Consideration of a Temporary Utility Easement with the Pedernales Electric Coop (PEC)

Administrator Responsible/Position: Max Cleaver, Chief Operations Officer

A. Purpose of Agenda Item:
☒ **Action needed** ☐ **Information only** ☐ **Receive input**

B. Authority for This Action:
☐ **Local Policy** ☒ **Law or Rule** ☐ **N/A**

C. Goal or Need Addressed:
Work with local entities to promote public safety and efficient development.

D. Summary:
☐ **Previous board action relating to this item -**
☐ **Future action anticipated -**
☒ **Background information:**
The PEC has requested a temporary easement on the west side of the Performing Arts Center (PAC) for the purpose of providing temporary power in the area for development and construction, estimated to last until December 31, 2021.

At the conclusion of the temporary easement, the land will be returned to the original state by the developer, per the attached side agreement.

Because this agreement is temporary, it will not be recorded with Hays County.

E. Scope of Options Reviewed:
Reasons for rejecting alternatives:

F. Comments Received:
☒ Cabinet ☐ DLT ☐ FBOC ☐ Teacher Org. Reps. ☐ Other:

G. Fiscal Impact and Cost: **Amount: $0 (zero)**

H. Monitoring and Reporting Time Line:
Person responsible for evaluating this decision or action: Max Cleaver, Chief Operations Officer
Evaluation method and time line -
Next report to the board -

I. Suggested Motion:
I move the Board approve a temporary utility easement for Pedernales Electric Coop near the Hays Performing Arts Center, as presented.

THE BOARD OF TRUSTEES OF THE HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

RESOLUTION OF MAY 24, 2021
(Pedernales Electric Cooperative Temporary Utility Easement)

Whereas, the Pedernales Electic Cooperative has requested a Temporary Utility Easement over a portion of that 10.00 acre tract of real property owned by the Hays Consolidated Independent School District, conveyed to the school district by instrument recorded at Volume 2029, Page 661, Deed Records of Hays County, and locally known as the Performing Arts Center; and,

Whereas, such easement's location is generally described by sketch in the attached Exhibit 1; and,

Whereas, the easement will not affect operations or use of the Performing Arts Center during the term of the easement; will allow only for temporary construction power for the development of adjoining property; will be used for a limited period of time; may be terminated at the discretion of the school district; encroaches approximately 10 (ten) feet into the school district's property at a single point; and the property will be restored to its current condition following termination of the easement by agreement with a third party without cost to the school district; and,

Whereas, considering the nature of the easement, Board of Trustees finds that the impact on the school district's use of the property and the value of the property rights proposed to be granted is *de minimus;*

It is therefore RESOLVED:

1. That _____, in her capacity as Board President, is hereby authorized to execute the temporary easement over the real property in substantially the same form as the attached exhibit; and,

2. That all persons are entitled to rely upon an original or copy of this Resolution as evidence of the acceptance and authority granted herein.

CERTIFICATE FOR RESOLUTION

I hereby certify that the foregoing resolution was presented to the Board of Trustees of the Hays Consolidated Independent School District during a properly called and noticed meeting on May 17, 2021. 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 ____ day of _____, 2021.

_____

_____
Secretary, Board of Trustees

[RESOLUTION EXHIBIT 1 FOLLOWS]

RESOLUTION EXHIBIT 1

TEMPORARY UTILITY EASEMENT

STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF HAYS §

That Hays Consolidated Independent School District, ("Grantor"), for and in consideration of ONE-DOLLAR ($1.00) paid in hand by PEDERNALES ELECTRIC COOPERATIVE, INC. ("Grantee") has granted, and conveyed and by these presents does grant and convey unto Pedernales Electric Cooperative, Inc. an easement and right-of-way as herein described for the purpose of an electric distribution line consisting of a variable number of wires or cables and all necessary or desirable appurtenances over, under, across and upon the following described lands located in Hays County, Texas, to-wit:.

> Being approximately 10 acres of land, more or less out of the John Cooper Survey No, 13, Abstract No. 100 and Morton M. McCarver Survey No. 4, Abstract No. 10, both in Hays County, Texas. Said property being more particularly described in that instrument recorded in Volume 2029, Page 661 in the Official Public Records of Hays County, Texas.

Location of right-of-way and easement herby conveyed shall be limited to a strip of land twenty (20) feet in width, being ten (10) feet on each side of the centerline of the facilities as built, with guying easements as needed, **or** as indicated on Exhibit "A", attached hereto and incorporated herein for all pertinent purposes (the "Easement").

Together with the right of ingress and egress over Grantor's adjacent lands to or from said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, hanging new wire on, maintaining and removing said lines and appurtenances; the right to relocate within the limits of said right-of-way; the right to remove from said lands all trees and parts thereof, or other obstructions which endanger or may interfere with the efficiency of said lines or their appurtenances.

Grantor warrants that Grantor is the owner of said property and has the right to execute this Easement.

TO HAVE AND TO HOLD the above described Easement and rights unto Pedernales Electric Cooperative, Inc. and their successors and assigns, until such time as Grantor, in its sole discretion, provides written notice to Pedernales Electric Cooperative, Inc. of termination of said Easement and causes removal, at Grantor's sole expense, of the Facilities.

Grantor, Grantor's heirs, and legal representatives do hereby bind themselves to warrant and forever defend all and singular the above described Easement and rights unto Pedernales Electric Cooperative, Inc. their successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS my hand this ___ day of _____, 2021.

GRANTOR:

Hays Consolidated Independent School District,

_____
By: _____,
President, Board of Trustees

STATE OF TEXAS
§ ACKNOWLEDGMENT
COUNTY OF HAYS §

On this day personally appeared _____, known to me to be the person whose signature appears on the foregoing instrument, and having been sworn upon her oath, stated that she was the President of the Board of Trustees of the Hays Consolidated Independent School District; that she was authorized to execute such instrument pursuant to resolution of the Board of Trustees adopted on May 24th, 2021and that said instrument is executed as the free and voluntary act and deed of such governmental unit for the purposes and consideration expressed therein.

To certify which, witness my hand and seal of office affixed this ____ day of _____, 2021.

_____
Notary Public in and for the State of Texas

[EXHIBIT A FOLLOWS]

ALTA / NSPS LAND TITLE SURVEY

SYMBOLS LEGEND:

- ● = FOUND 1/2" IRON ROD AS NOTED
- ○ = FOUND 5/8" IRON ROD AND CAP STAMPED "WGI 10194509" (SET PREVIOUSLY)
- = BENCHMARK
- = CLEANOUT
- = DRAINAGE MANHOLE
- = DELINEATOR POST
- = FIRE HYDRANT
- = LIGHT POLE
- = SANITARY MANHOLE
- = SINGLE SUPPORT SIGN
- = WATER VALVE BOX
- UE = UNDERGROUND ELECTRIC (PROPOSED / MARKED)
- UGT = UNDERGROUND TELEPHONE (PROPOSED / MARKED)
- G = UNDERGROUND GAS LINE (PROPOSED / MARKED)
- WW = UNDERGROUND WASTEWATER LINE (PROPOSED / MARKED)
- SD = UNDERGROUND STORM DRAIN WATER LINE (PROPOSED / MARKED)
- WL = UNDERGROUND WATER LINE (PROPOSED / MARKED)

ABBREVIATIONS LEGEND:

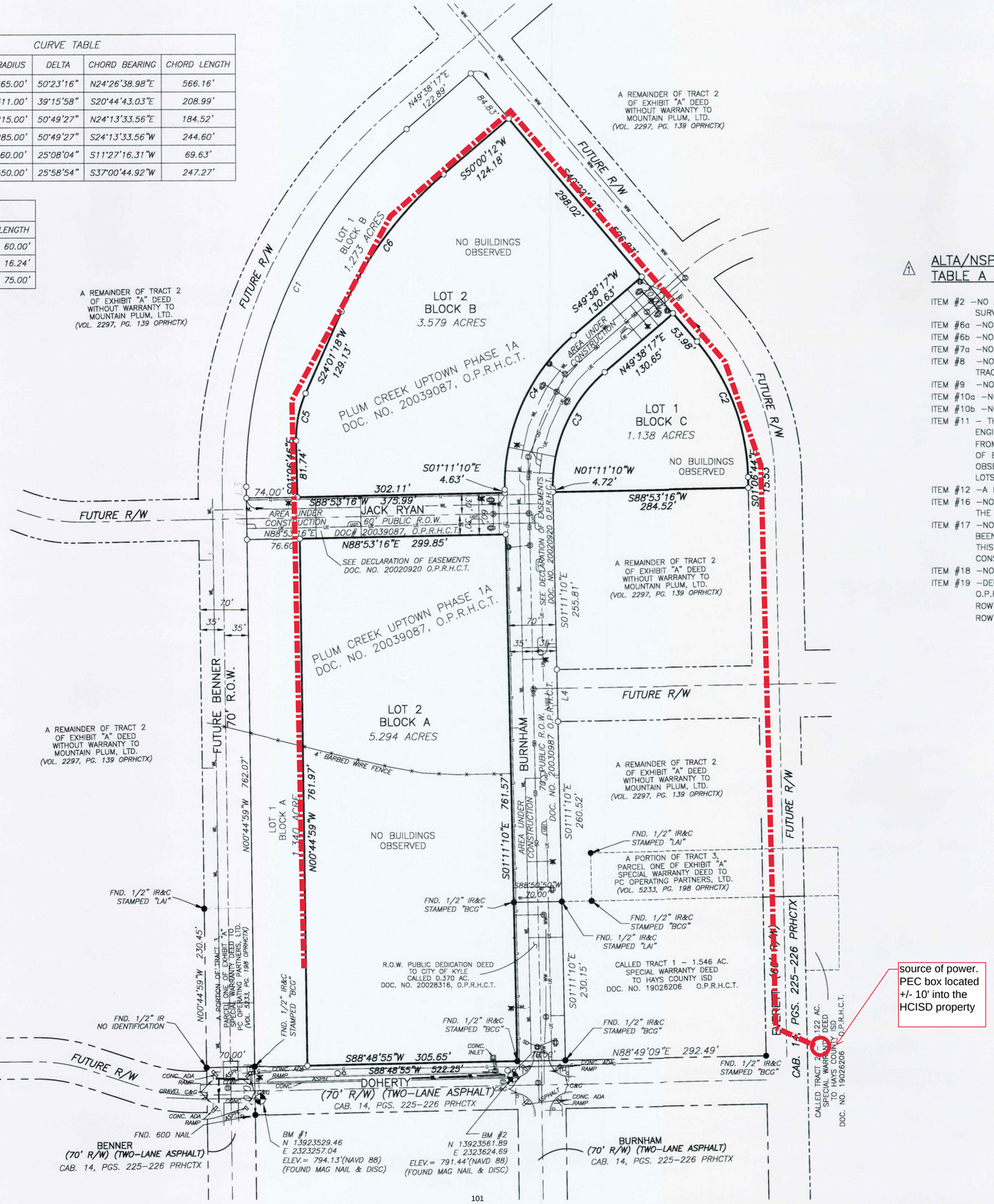
( )	= RECORD FROM SURVEY BY BOWMAN CONSULTING GROUP
ADA	= AMERICAN WITH DISABILITIES ACT
BM	= BENCHMARK
CONC.	= CONCRETE
C&G	= CURB & GUTTER
C.M.	= CONCRETE MONUMENT
DLP	= DELINEATOR POST
DIA.	= DIAMETER
DIR.	= DIRECTION
ELEV.	= ELEVATION
FND.	= FOUND
ID	= IDENTIFICATION
I.P.	= IRON PIPE
I.R.	= IRON ROD
I.R.&C.	= IRON ROD AND CAP
LAT	= LATITUDE
LON	= LONGITUDE
OHU	= OVERHEAD UTILITIES
O.P.R.H.C.T.	= OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
P.R.H.C.T.	= PLAT RECORDS OF HAYS COUNTY, TEXAS
PG	= PAGE
P.O.B.	= POINT OF BEGINNING
P.O.C.	= POINT OF COMMENCEMENT
RPLS	= REGISTERED PROFESSIONAL LAND SURVEYOR
R/W	= RIGHT-OF-WAY
WGI	= WANTMAN GROUP INC.

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	584.82'	665.00'	50°23'16"	N24°26'38.98"E	566.16'
C2	213.14'	311.00'	39°15'58"	S20°44'43.03"E	208.99'
C3	190.72'	215.00'	50°49'27"	N24°13'33.56"E	184.52'
C4	252.81'	285.00'	50°49'27"	S24°13'33.56"W	244.60'
C5	70.19'	160.00'	25°08'04"	S11°27'16.31"W	69.63'
C6	249.40'	550.00'	25°58'54"	S37°00'44.92"W	247.27'

LINE TABLE

LINE #	BEARING	LENGTH
L1	N00°44'59"W	60.00'
L3	N00°44'59"W	16.24'
L4	S01°11'10"E	75.00'



ALTA/NSPS LAND TITLE SURVEY – TABLE A NOTES:

ITEM #2 –NO ADDRESS FOR THE SUBJECT TRACTS WAS SUPPLIED TO THE SURVEYOR.
ITEM #6a –NO ZONING REPORT OR LETTER WAS PROVIDED FOR THESE TRACTS.
ITEM #6b –NO ZONING REPORT OR LETTER WAS PROVIDED FOR THESE TRACTS.
ITEM #7a –NO BUILDINGS WERE OBSERVED ON THE SUBJECT TRACTS.
ITEM #8 –NO SUBSTANTIAL FEATURES WERE OBSERVED ON THE SUBJECT TRACTS OTHER THAN THOSE SHOWN HEREON.
ITEM #9 –NO PARKING SPACES WERE OBSERVED ON THE SUBJECT TRACTS.
ITEM #10a –NO PARTY WALLS WERE OBSERVED ON THESE TRACTS.
ITEM #10b –NO PARTY WALLS WERE OBSERVED ON THESE TRACTS.
ITEM #11 – THE UNDERGROUND UTILITIES SHOWN HEREON ARE FROM RECORD ENGINEERING PLANS PROVIDED TO THE SURVEYOR & UTILITY LOCATES FROM TEXAS 811 TICKET(S). THE UTILITIES WITHIN THE NEW ROW OF BURNHAM & JACK RYAN ARE CURRENTLY UNDER CONSTRUCTION. OBSERVED EVIDENCE OF UTILITY APPURTENANCES ON THE SUBJECT LOTS ARE SHOWN HEREON.
ITEM #12 –A HUD SURVEYOR'S REPORT ACCOMPANIES THIS SURVEY.
ITEM #16 –NO EVIDENCE OF RECENT EARTH MOVING WORK WAS OBSERVED ON THE SUBJECT LOTS.
ITEM #17 –NO PROPOSED CHANGES IN STREET RIGHT–OF–WAY LINES HAVE BEEN MADE AVAILABLE TO THE SURVEYOR EXCEPT AS SHOWN ON THIS SURVEY. THE ADJOINING STREETS ARE CURRENTLY UNDER CONSTRUCTION
ITEM #18 –NO MARKERS FOR WETLAND DELINEATION WERE OBSERVED.
ITEM #19 –DECLARATION OF EASEMENTS OF RECORD IN DOC. NO. 20020920, O.P.R.H.C.T. CREATED AN OFFSITE EASEMENT WITHIN THE PROPOSED ROW'S OF BURNHAM AND JACK RYAN (NOW DEDICATED AS PUBLIC ROW'S BY PLAT).

NOTE:
SEE SHEET 1 FOR SIGNATURE, SEAL AND SURVEYOR'S NOTES

WGI
WGInc.com
2021 East 5th Street Suite 200 Austin, TX 78702
Phone No. 512.869.5560 www.wginc.com
TBPELS Survey Firm No. 10194509

NO.	DATE	DESCRIPTION	BY
1	9-24-20	ADDED TABLE A ITEMS, REV. CERT., ETC.	

REVISIONS

CAD	V:\59500\04_TA-SP\002.DWG
JOB NO.	5959.00
DRAWN BY	RA
CHECK BY	CMJ
DATE	09/09/2020

SURVEYOR OF RECORD
COLEEN M. JOHNSON
RPLS# 4871

ALTA / NSPS LAND TITLE SURVEY
LOT 2, BLOCK A; LOT 2, BLOCK B & LOT 1, BLOCK C
UPTOWN AT PLUM CREEK PHASE 1A
DOC. NO. 20039087, O.P.R.H.C.T.
CITY OF KYLE, HAYS COUNTY, TEXAS

SHEET: 2

UPTOWN AT PLUM CREEK PHASE 1A, LLC
1711 E. CESAR CHAVEZ ST., SUITE B
AUSTIN, TEXAS 78702

MAY 24, 2021

Hays Consolidated
Independent School District.
21003 IH 35
Kyle, Texas 78640

This Letter of Agreement (this "Side Agreement") is made in connection with that certain Temporary Utility Easement granted by Hays Consolidated Independent School District ("HCISD") to Pedernales Electric Cooperative, Inc. ("PEC") on or about May 24, 2021 (the "Temporary Easement")[1], which grants PEC the right of way to install temporary power lines and related appurtenances to provide power to the "Uptown" development being developed by Uptown at Plum Creek Phase 1A, LLC ("Uptown"). In connection therewith, HCISD has undertaken certain obligations in connection with the removal of the temporary power lines and appurtenances to be installed by PEC, and it is the wish of HCISD and Uptown (collectively, the "Parties") to ensure that Uptown is responsible for (1) timely terminating the Temporary Easement and (2) the costs of said removal of the power lines, appurtenances, and any other structure required to be removed following the termination of the Temporary Easement. The terms of the Temporary Easement, are incorporated, in their entirety, into this Side Agreement.

1) Definitions. Capitalized terms used and not otherwise defined herein shall have the meaning ascribed to such terms in the Temporary Easement, the terms of which are fully incorporated herein.

2) Termination of Temporary Easement. Pursuant to the Temporary Easement, the Temporary Easement lasts until HCISD provides notice to PEC that said Temporary Easement is terminated (the "Termination"). It is the intention of the Parties that the Temporary Easement stay in place until permanent electric service is in place at the Uptown development. Accordingly, the Termination will occur (i) within 120 days of the establishment of permanent electric service to the Uptown development such that the Facilities provided on the Temporary Easement are no longer needed; or (2) December 31, 2021, whichever is earlier. The Parties reserve the right to extend this timeline as needed.

3) Responsibility for Costs Incurred Pursuant to and Temporary Easement. Pursuant to the Temporary Easement, HCISD may incur or be billed for certain costs associated with

[1] A copy of the Temporary Easement is attached hereto as Exhibit A.

removing the Facilities installed pursuant to the Temporary Easement upon its Termination. As the Uptown development, and thereby Uptown, are the beneficiaries of the Temporary Easement granted by HCISD, Uptown agrees that it will pay all necessary and reasonable costs incurred in removing the Facilities following the Termination of the Temporary Easement.

Moreover, at a time agreed upon by the Parties following the removal of the Facilities, Uptown will be permitted to enter the property comprising the Temporary Easement and complete any further work necessary to return the property comprising the Temporary Easement back to the same or better condition as existed prior to the execution of the Temporary Easement.

Uptown will handle coordination of said termination notice and the restoration of the property as set out in Paragraphs 2 and 3 herein.

4) Miscellaneous.

a) Successors and Assigns. The terms and conditions of this Side Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties. No party hereto may assign this Agreement or its rights or obligations hereunder or thereunder without the consent of both Parties.

b) Governing Law; Venue; Jury Trial Waiver. This Agreement is to be construed in accordance with and governed by the laws of the State of Texas without regards to its conflicts of law principals. The parties hereby agree that any legal action or proceeding arising out of or relating to this Agreement shall be brought in any Texas state court sitting in the County of Hays in the State of Texas, and, by execution and delivery hereof, the parties hereto accept and consent for themselves and in respect of their property, generally and unconditionally, to the jurisdiction of the aforesaid courts and agree that such jurisdiction shall be exclusive, unless waived in writing by the Parties. The Parties irrevocably waive, to the fullest extent permitted by law, any objection which they may now or hereafter have to the laying of the venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

c) Counterparts. This Side Agreement may be executed in one or more counterparts (including by way of electronic transmission). All such counterparts, taken together, shall constitute a single agreement.

d) Titles and Subtitles. The titles and subtitles used in this Side Agreement are used

for convenience only and are not to be considered in construing or interpreting this Agreement.

e) Amendments; Waivers. This Side Agreement may only be amended in a writing signed by both Parties, and this Side Agreement and the provisions hereof may only be waived in a writing signed by the waiving Party.

f) Severability. If one or more provisions of this Side Agreement are held to be unenforceable under applicable law, such provision shall be excluded from this Side Agreement and the balance of the Side Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

g) Third Party Beneficiaries. There shall be no third-party beneficiaries of this Side Agreement.

h) Entire Agreement. This Side Agreement and the relevant terms of the Temporary Easement constitute the entire agreement among the parties with respect to the subject matter hereof and thereof and supersede all prior agreements and understandings, whether written or oral, with respect to the subject matter hereof and thereof.

[Signature page follows]

Please indicate your agreement with the foregoing by executing this Side Agreement in the space provided below.

Sincerely,

Uptown at Plum Creek Phase 1A, LLC, a
Texas limited liability company

By:_____

Name:_____

Title:_____

Grantor:

WITNESS my hand this ___ day of _____, 2021.

GRANTOR:

Hays Consolidated Independent School District,

By:_____
[Name]_____,
[title]_____

STATE OF TEXAS §
§
COUNTY OF HAYS §

This instrument was acknowledged before me on the _____day of _____, 2021, by _____, _____ of HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT on behalf of HAYS CONSLIDATED INDEPENDENT SCHOOL DISTRICT.

_____
Notary Public, State of Texas

EXHIBIT A

(TEMPORARY EASEMENT)

SLS EASEMENT BLUE CAP 2
SLS EASEMENT BLUE CAP 1
SET NAIL IN ASPHALT 4
SET NAIL IN ASPHALT 3

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES

Date: May 24, 2021

Subject: Consideration and possible approval of City of Kyle Right-of-Way (ROW) Request at the Hays CISD Performing Arts Center

Administrator Responsible/Position: Max Cleaver, Chief Operations Officer

A. Purpose of Agenda Item:
☒ **Action needed** ☐ **Information only** ☐ **Receive input**

B. Authority for This Action:
☐ **Local Policy** ☒ **Law or Rule** ☐ **N/A**

C. Goal or Need Addressed:
Work with local governmental entities to promote public safety and efficient development.

D. Summary:
☐ **Previous board action relating to this item -**
☐ **Future action anticipated -**
☒ **Background information:**
The City of Kyle is requesting an approximately 1.5808 acre ROW on the east side of the Hays CISD Performing Arts Center for the purpose of completing a portion of Cromwell Drive north of Kohler's Crossing, shown as Tract 1 in the attached survey document.

The future road will be designed with pedestrian safety in mind. The speed limit in this area is currently planned to be no more than 20 mph. The crosswalks are envisioned be elevated or "table topped", to encourage driver speed compliance in these areas, as shown in the conceptual plans, which have been in the public domain since around 2016.

If the ROW were to be granted to the City of Kyle, the District would no longer be responsible for maintenance of the streets and sidewalks in the subject area.

E. Scope of Options Reviewed:
Reasons for rejecting alternatives:

F. Comments Received:
☒ Cabinet ☐ DLT ☐ FBOC ☐ Teacher Org. Reps. ☐ Other:

☐ From public -

G. Administrative Recommendation:
Consideration and approval to grant the City of Kyle a right-of-way to for the purpose of constructing a portion of Cromwell Avenue north of Kohler's Crossing.

H. Fiscal Impact and Cost: Amount: $0 (zero)

I. Monitoring and Reporting Time Line:

Person responsible for evaluating this decision or action: Max Cleaver, Chief Operations Officer

Evaluation method and time line -

Next report to the board -

J. Suggested Motion:

I move the Board grant the City of Kyle a Right-of-Way on the east side of the Hays CISD Performing Arts Center for the purpose of extending a portion of Cromwell Avenue, as presented.

THE BOARD OF TRUSTEES OF THE HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

RESOLUTION OF MAY 24, 2021
(City of Kyle – Cromwell Drive Dedication)

Whereas, the City of Kyle, Texas has requested the conveyance of 1.5808 acres from the remainder of that called 10.00 acre tract of real property owned by the Hays Consolidated Independent School District, conveyed to the school district by instrument recorded at Volume 2029, Page 661, Deed Records of Hays County, and locally known as the Performing Arts Center; and,

Whereas, such 1.5808 acre tract is more particularly described by metes and bounds description and sketch in the attached Exhibit 1; and,

Whereas, in consideration of the granting of such property to the City of Kyle, the City will assume the costs of maintaining the existing roadway improvements and will assume all such costs for future roadway improvements within the tract which connect with planned roadways within the Plum Creek Uptown District subdivision, for so long as such property is used for a public roadway; and,

Whereas, the Board of Trustees finds that the costs avoided in maintaining existing improvements and future improvements will enhance the value and the safe and efficient operation of school district facilities on the remaining property; and,

Whereas, the Board of Trustees finds that the real property interests described in the deed and easement attached as Exhibits 1 are not necessary for the operation of the District if dedicated for public roadway purposes and are surplus; and,

Whereas, the City of Kyle is a political subdivision of the State of Texas with the power of eminent domain; and,

Whereas, the Board of Trustees finds that the consideration to be received pursuant to the transaction is of value that is equal to or in excess of the value of the real property interests to be conveyed;

It is therefore RESOLVED:

1. That _____, in her capacity as Board President, is hereby authorized to execute the deed to the real property in substantially the same form as the attached exhibit; and,

2. That all persons are entitled to rely upon an original or copy of this Resolution as evidence of the acceptance and authority granted herein.

CERTIFICATE FOR RESOLUTION

I hereby certify that the foregoing resolution was presented to the Board of Trustees of the Hays Consolidated Independent School District during a properly called and noticed meeting on May 24, 2021. 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 ____ day of _____, 2021.

_____
_____
Secretary, Board of Trustees

[RESOLUTION EXHIBIT 1 FOLLOWS]

RESOLUTION EXHIBIT 1

SPECIAL WARRANTY DEED

THE STATE OF TEXAS **§**

COUNTY OF HAYS **§ KNOW ALL PERSONS BY THESE PRESENTS:**

That the Hays Consolidated Independent School District, a political subdivision of the State of Texas, hereinafter called "**Grantor**," for and in consideration of the sum of Ten and No/100 Dollars ($10.00), together with other good and valuable consideration, to Grantor cash in hand paid by **The City of Kyle, Texas**, a Texas municipal corporation, hereinafter called "**Grantee**", the receipt of which is hereby acknowledged, has **GRANTED, SOLD** and **CONVEYED**, and by these presents does **GRANT, SELL** and **CONVEY** unto the said **Grantee**, all that certain lot, tract or parcel of land known and described as follows:

All that certain parcel or tract of land being 1.5808 acres, more or less, located in Hays County, Texas, as more particularly described in metes and bounds in Exhibit "A" and Exhibit "B" attached hereto and incorporated herein as if fully transcribed herein (the "Property"), together with all improvements thereon, fixtures affixed thereto, and appurtenances thereto; including all of Grantor's right, title and interest, if any, in and to any and all rights of Grantor in and to all roads alleys, easements, streets and ways adjacent to the Property.

This conveyance is expressly made subject to the restrictions, covenants and easements, if any, apparent on the ground, and utility easements, if any, in use by the City or any other public utility, or now in force and existing of record in the office of the County Clerk of Hays County, Texas, to which reference is here made for all purposes.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging, unto the said Grantee, **The City of Kyle, Texas**, its successors and assigns forever, and Grantor does hereby bind their successors and assigns to **WARRANT AND FOREVER DEFEND**, all and singular, the said premises unto **The City of Kyle, Texas**, the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof same by, through or under the Grantors, but not otherwise.

SUBJECT HOWEVER, that in the event the Grantee abandons the Property through formal action of the City Council adopting an ordinance closing and abandoning the Property for use as a right-of-way, the herein described Property shall revert to Grantor, or its assigns free and clear of any claims of the Grantee, provided that the Grantee may retain utility easements located within the Property or a portion thereof.

<Grantor signature on next page>

EXECUTED at _____, _____ County, Texas, this the __ day of _____ 20__.

BOARD OF TRUSTEES OF THE AYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

_____
By: _____
President, Board of Trustees

STATE OF TEXAS |
| **ACKNOWLEDGMENT**
COUNTY OF HAYS |

On this day personally appeared _____, known to me to be the person whose signature appears on the foregoing instrument, and having been sworn upon her oath, stated that she was the President of the Board of Trustees of the Hays Consolidated Independent School District; that she was authorized to execute such instrument pursuant to resolution of the Board of Trustees adopted on May 24, 2021and that said instrument is executed as the free and voluntary act and deed of such governmental unit for the purposes and consideration expressed therein.

To certify which, witness my hand and seal of office affixed this ____ day of _____, 2021.

_____
Notary Public in and for the State of Texas

<Grantee signature on next page>

ACCEPTED BY THE CITY OF KYLE, TEXAS (Grantee):

By:_____
Travis Mitchell, Mayor
Mailing Address:100 Center Street, Kyle, Hays County, Texas 78640.

THE STATE OF TEXAS §

COUNTY OF HAYS §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____, Mayor, City of _____, Texas, Grantee herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the __ day of ____ 20__.

_____
Notary Public-State of Texas

AFTER RECORDING PLEASE RETURN TO:
City of Kyle
Attn: City Secretary
100 Center Street, Kyle
Hays County, Texas 78640

"TRACT 1"

John Cooper Survey No. 13,
Abstract No. 100
Morton M. McCarver Survey No. 44
Abstract No. 10

PO Box 90876
Austin, TX 78709
(512) 537-2384
jward@4wardls.com
www.4wardls.com

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 1.5808 ACRE (68,859 SQUARE FEET) PARTIALLY OUT OF THE JOHN COOPER SURVEY NO. 13, ABSTRACT NO. 100, AND PARTIALLY OUT OF THE MORTON M. McCARVER SURVEY NO. 4, ABSTRACT NO. 10, BOTH IN HAYS COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 10.00 ACRES CONVEYED TO THE BOARD OF TRUSTEES FOR THE HAYS COUNY INDEPENDENT SCHOOL DISTRICT, RECORDED IN VOLUME 2029, PAGE 661 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T.), SAID 1.5808 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2-inch iron rod with "BCG" cap found in the north right-of-way line of Kohlers Crossing (aka County Road 171, aka Mountain City Road, right-of-way varies), being in the east line of said 10.00 acre Hays County Independent School District tract, being the southwest corner of a called 4.857 acre tract conveyed to Plum Creek Uptown District Property Owners' Association, Inc. in Volume 5258, Page 857 (O.P.R.H.C.T.), being the northeast corner of a called 0.273 acre right-of-way dedication ("Parcel No. 8") conveyed to the City of Kyle, Texas in Volume 3226, Page 168 (O.P.R.H.C.T.), and being the northwest corner of a called 0.254 acre right-of-way dedication ("Tract 3") conveyed to the City of Kyle, Texas in Volume 3220, Page 508 (O.P.R.H.C.T.), for the southeast corner and **POINT OF BEGINNING** hereof, from which a 1/2-inch iron rod with "4Ward Boundary" cap found in the north right-of-way line of said Kohlers Crossing, for the most southerly southeast corner of said 4.857 acre tract, and being the northeast corner of said 0.254 acre right-of-way dedication bears, N88°53'20"E, a distance of 541.89 feet;

THENCE, with the north right-of-way line of said Kohlers Crossing, with the north line of said 0.273 acre right-of-way dedication, over and across said 10.00 acre Hays County Independent School District tract, **S88°53'12"W**, a distance of **100.00** feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for the southwest corner hereof;

THENCE, leaving the north right-of-way line of said Kohlers Crossing, over and across said 10.00 acre Hays County Independent School District tract, the following twelve (12) courses and distances:

1) **N01°06'48"W**, a distance of **329.01** feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an internal ell-corner hereof,
2) **N90°00'00"W**, a distance of **27.96** feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an external ell-corner hereof,
3) **N00°00'00"E**, a distance of **97.61** feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for a point of curvature hereof,
4) Along a curve to the right, whose radius is **69.11** feet, whose arc length is **50.78** feet, and whose chord bears, **N38°58'39"E**, a distance of **49.65** feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an angle point hereof,
5) **N00°15'03"W**, a distance of **54.04** feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an angle point hereof,
6) **N23°58'20"E**, a distance of **7.16** feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an internal ell-corner hereof,
7) **N66°19'21"W**, a distance of **3.96** feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for a point of curvature hereof,

8) Along a curve to the left, whose radius is **70.58**, whose arc length is **44.55** feet, and whose chord bears **N01°48'38"W**, a distance of **43.82** feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an angle point hereof,
9) **N65°02'23"E**, a distance of **4.93** feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an internal ell-corner hereof,
10) **N25°33'15"W**, a distance of **7.25** feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an internal ell-corner hereof,
11) **S65°16'49"W**, a distance of **1.33** feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an angle point hereof, and
12) **N01°06'34"W**, a distance of **91.24** feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for the northwest corner hereof, said point being in the north line of said 10.00 acre Hays County Independent School District tract, and being the south line of the remainder of a called 983.99 acre tract ("Tract 2") conveyed to Mountain Plum, Ltd. in Volume 2297, Page 139 (O.P.R.H.C.T.), from which a 1/2-inch iron rod with "LAI" cap found for the northwest corner of said 10.00 acre Hays County Independent School District tract, being the northeast corner of a called 0.122 acre tract ("Tract 2") conveyed to Hays County Independent School District in Document No. 1902606 (O.P.R.H.C.T.), and being in the south line of said 983.99 acre remainder tract, bears, S88°50'48"W, a distance of 371.41 feet;

THENCE, with the north line of said 10.00 acre Hays County Independent School District tract and the south line of said 983.99 acre remainder tract, **N88°51'12"E**, a distance of **94.12** feet to a 1/2-inch iron rod with "LAI" cap found for the northeast corner hereof, said point being the northeast corner of said 10.00 acre Hays County Independent School District tract, and being the northwest corner of a called 0.0606 acre tract conveyed to Mountain Plum, Ltd. in Volume 2857, Page 753 (O.P.R.H.C.T.);

THENCE, with the east line of said 10.00 acre Hays County Independent School District tract, in part with west line of said 0.0606 acre tract, in part with the west line of a called 1.263 acre tract ("Tract 1") conveyed to Plum Creek Development Partners, Ltd. in Document No. 19026207 (O.P.R.H.C.T.), in part with the west line of a called 0.0238 acre tract conveyed to Mountain Plum, Ltd. in Volume 2857, Page 753 (O.P.R.H.C.T.), and in part with the west line of said 4.857 acre tract, **S01°06'34"E**, passing at a distance of 176.24 feet a 1/2-inch iron rod with "BCG" cap found for the southwest corner of said 0.0606 acre Mountain Plum Ltd. tract, being an angle point in the west line of said 1.263 acre Plum Creek Development Partners, Ltd. tract, passing at a distance of 191.24 feet a 1/2-inch iron rod with "LAI" cap found for an angle point in the west line of said 1.263 acre tract, being the northwest corner of said 0.0238 acre tract, passing at a distance of 260.48 feet a 1/2-inch iron rod with "LAI" cap found for the southwest corner of said 0.0238 acre tract, being the northwest corner of said 4.857 acre tract, and continuing for a total distance of **670.47** feet to the **POINT OF BEGINNING** and containing 1.5808 Acres (68,859 Square Feet) of land, more or less.

NOTE:

All bearings are based on the Texas State Plane Coordinate System, Grid North, South Central Zone (4204), all distances were adjusted to surface using a combined scale factor of 1.000100729605. See attached sketch (reference drawing: 01037-TITLE rev3.dwg).

4/20/2021

Steven M. Duarte, RPLS #5940
4Ward Land Surveying, LLC

STATE OF TEXAS
REGISTERED
STEVEN M. DUARTE
5940
PROFESSIONAL
LAND SURVEYOR

EXHIBIT B

BEARING BASIS:
ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, SOUTH CENTRAL ZONE, (4204), NAD83, ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000100729605.

SURVEY CONTROL:
CONTROL FOR THIS SURVEY IS BASED ON A 1/2" IRON ROD WITH "4WARD CONTROL" CAP SET, GRID COORDINATES (STATE PLANE TEXAS SOUTH CENTRAL – 4204) AND ELEVATIONS (NAVD88) SHOWN HEREON WERE COMPUTED FROM NGS O.P.U.S. SOLUTION REPORT DERIVED FROM 4WARD STATIC DATA COLLECTED JULY 7, 2020.

UTILITY NOTE:
THE SURVEYOR MAKES NO GUARANTEES THAT THE UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED (UTILITIES SHOWN HEREON MAY BE EXAGGERATED FOR GRAPHIC REPRESENTATION ONLY) ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES ONLY THE VISIBLE ABOVE GROUND UTILITY STRUCTURES.

FLOODPLAIN NOTE:
THIS PROPERTY IS LOCATED WITHIN ZONE 'X', AREAS OF MINIMAL FLOOD HAZARD, AS SHOWN ON F.I.R.M. MAP NO. 48209C0290F, HAYS COUNTY, TEXAS AND INCORPORATED AREAS, MAP REVISED SEPTEMBER 2, 2005.

THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

GENERAL NOTES:
1) PROPERTY ADDRESS:
TRACT 1: 979 KOHLERS CROSSING, KYLE, TX 78640
TRACT 2: KOHLERS CROSSING & FM 1626, KYLE, TX 78640
TRACT 3: (NO ADDRESS PROVIDED ON HAYS COUNTY APPRAISAL DISTRICT)
TRACT 4: KOHLERS CROSSING, KYLE, TX 78640
TRACTS 5 & 6: KOHLERS CROSSING & FM 1626, KYLE, TX 78640

2) THE LOCATION OF FENCES AND THE SIZE AND LOCATION OF UTILITY STRUCTURES, (IF SHOWN), MAY BE EXAGGERATED FOR GRAPHICAL CLARITY.

3) THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND WOULD BE SUBJECT TO ANY AND ALL EASEMENTS, CONDITIONS OR RESTRICTIONS THAT A CURRENT TITLE COMMITMENT MAY DISCLOSE.

4) UNDERGROUND UTILITIES SHOWN HEREON ARE BASED ON UTILITY MAPS PROVIDED BY THE VARIOUS UTILITY COMPANIES. TEXAS811 WAS CONTACTED TO MARK UTILITIES FOR THIS SITE HOWEVER, NO UTILITIES WERE MARKED.

5) THERE WERE NO BUILDINGS ON THIS TRACT AT THE TIME OF THE ON-THE-GROUND FIELD SURVEY.

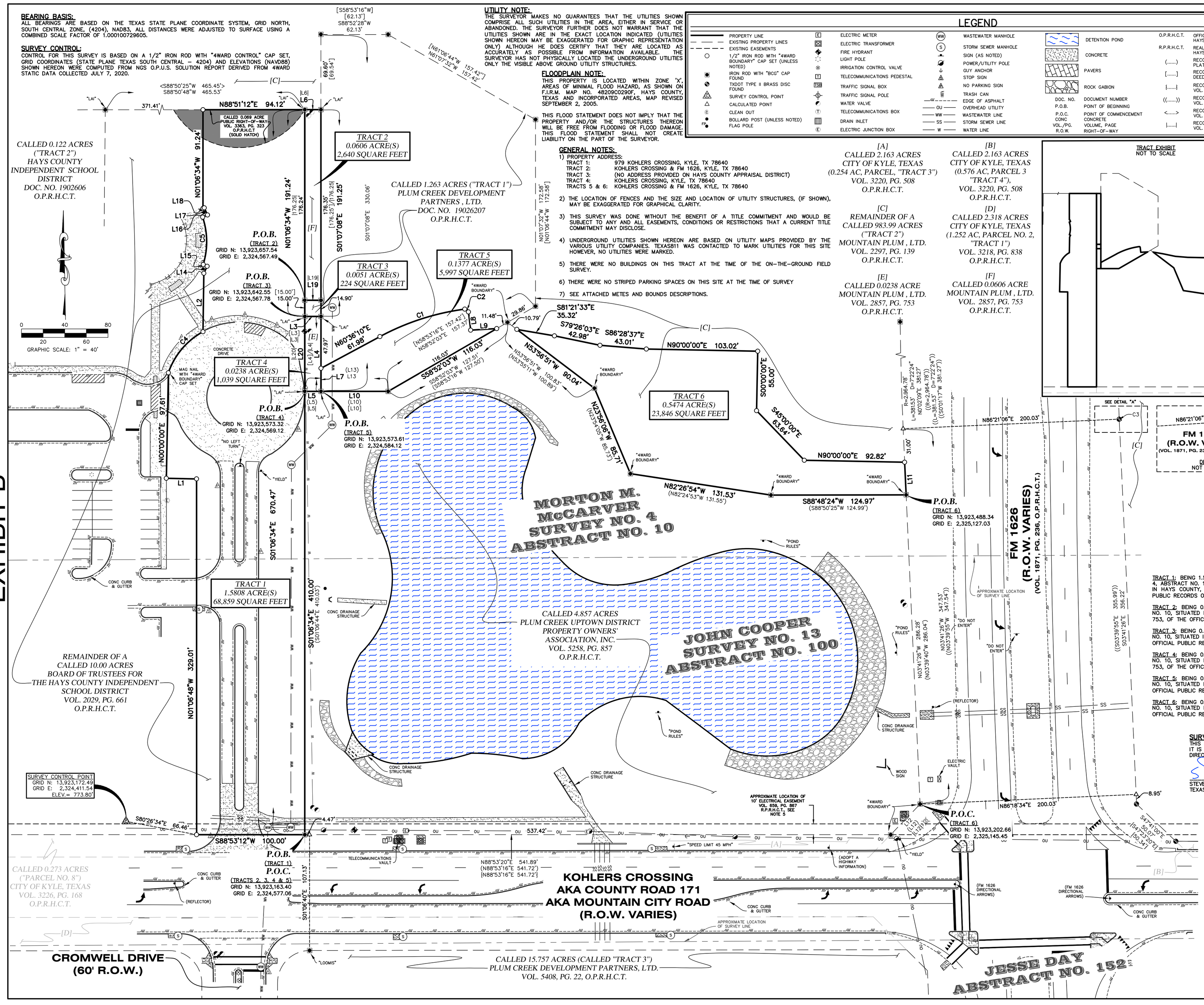
6) THERE WERE NO STRIPED PARKING SPACES ON THIS SITE AT THE TIME OF SURVEY

7) SEE ATTACHED METES AND BOUNDS DESCRIPTIONS.

LEGEND

PROPERTY LINE	E	ELECTRIC METER	WW	WASTEWATER MANHOLE		DETENTION POND	O.P.R.H.C.T. — OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS
EXISTING PROPERTY LINES		ELECTRIC TRANSFORMER	S	STORM SEWER MANHOLE		CONCRETE	R.P.R.H.C.T. — REAL PROPERTY RECORDS, HAYS COUNTY, TEXAS
EXISTING EASEMENTS		FIRE HYDRANT		SIGN (AS NOTED)		PAVERS	(.....) — RECORD INFORMATION PER PLAT VOL. 5258, PG. 857
1/2" IRON ROD WITH "4WARD BOUNDARY" CAP SET (UNLESS NOTED)		LIGHT POLE		POWER/UTILITY POLE		ROCK GABION	[.....] — RECORD INFORMATION PER DEED DOC. NO. 19026207
IRON ROD WITH "BCG" CAP FOUND		IRRIGATION CONTROL VALVE		GUY ANCHOR			{.....} — RECORD INFORMATION PER VOL. 3220, PG. 508
TXDOT TYPE II BRASS DISC FOUND	T	TELECOMMUNICATIONS PEDESTAL		STOP SIGN			((.....)) — RECORD INFORMATION PER VOL. 1871, PG. 236
SURVEY CONTROL POINT	TSB	TRAFFIC SIGNAL BOX		NO PARKING SIGN			<.....> — RECORD INFORMATION PER VOL. 2029, PG. 661
CALCULATED POINT		TRAFFIC SIGNAL POLE		TRASH CAN			|-.....-| — RECORD INFORMATION PER VOL. 2857, PG. 753
CLEAN OUT		WATER VALVE		EDGE OF ASPHALT			
BOLLARD POST (UNLESS NOTED)	T	TELECOMMUNICATIONS BOX	OU	OVERHEAD UTILITY			
FLAG POLE		DRAIN INLET	WW	WASTEWATER LINE			
	E	ELECTRIC JUNCTION BOX	SS	STORM SEWER LINE			
			W	WATER LINE			

DOC. NO. — DOCUMENT NUMBER
P.O.B. — POINT OF BEGINNING
P.O.C. — POINT OF COMMENCEMENT
CONC — CONCRETE
VOL./PG. — VOLUME, PAGE
R.O.W. — RIGHT-OF-WAY



[A] CALLED 2.163 ACRES CITY OF KYLE, TEXAS (0.254 AC, PARCEL, "TRACT 3") VOL. 3220, PG. 508 O.P.R.H.C.T.

[B] CALLED 2.163 ACRES CITY OF KYLE, TEXAS (0.576 AC, PARCEL 3 "TRACT 4"), VOL. 3220, PG. 508 O.P.R.H.C.T.

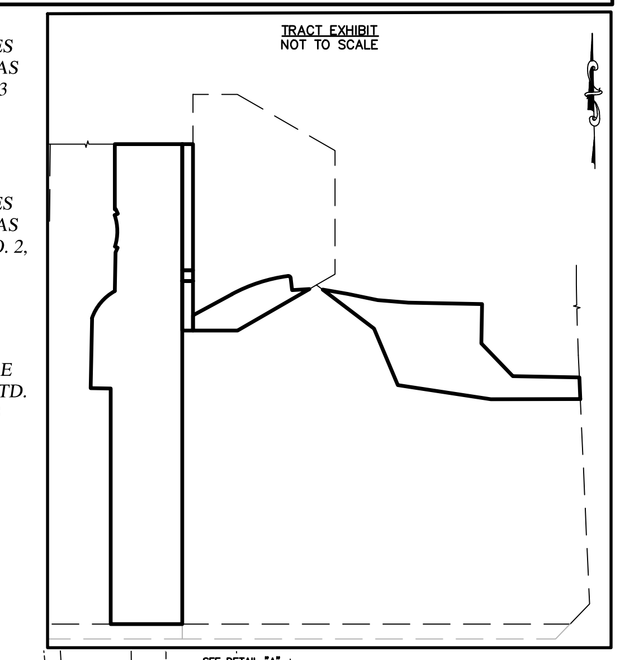
[C] REMAINDER OF A CALLED 983.99 ACRES ("TRACT 2") MOUNTAIN PLUM, LTD. VOL. 2297, PG. 139 O.P.R.H.C.T.

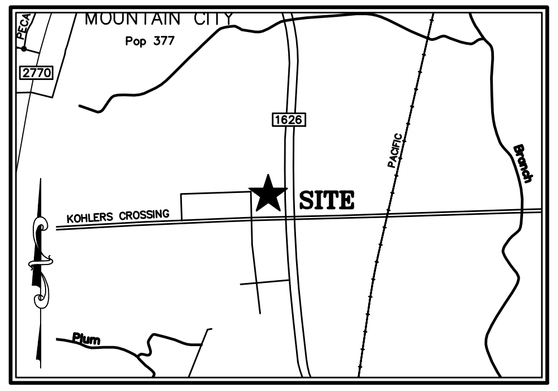
[D] CALLED 2.318 ACRES CITY OF KYLE, TEXAS (1.252 AC, PARCEL NO. 2, "TRACT 1") VOL. 3218, PG. 838 O.P.R.H.C.T.

[E] CALLED 0.0238 ACRE MOUNTAIN PLUM, LTD. VOL. 2857, PG. 753 O.P.R.H.C.T.

[F] CALLED 0.0606 ACRE MOUNTAIN PLUM, LTD. VOL. 2857, PG. 753 O.P.R.H.C.T.

TRACT EXHIBIT
NOT TO SCALE





VICINITY MAP

SCALE: 1" = 2000'

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
C1	82.93'	229.29'	20°43'21"	N70°57'51"E	82.48'
C2	4.75'	3.00'	90°45'35"	S53°17'41"E	4.27'
C3	0.11'	2,764.78'	0°00'08"	S03°38'58"E	0.11'
C4	50.78'	69.11'	42°05'56"	N38°58'39"E	49.65'
C5	44.55'	70.58'	36°09'55"	N01°48'38"W	43.82'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N90°00'00"W	27.96'
L2	N00°15'03"W	54.04'
L3	S88°53'27"W	14.99'
L4	S01°07'08"E	69.24'
L5	S88°54'44"W	15.00'
L6	N88°50'48"E	14.96'
L7	N01°07'08"W	21.27'
L8	S07°54'54"E	16.98'
L9	N85°23'42"E	24.23'
L10	S88°54'44"W	62.15'
L11	S03°41'26"E	30.25'
L12	S42°46'53"W	39.17'
L13	S88°54'44"W	77.16'
L14	N23°58'20"E	7.16'
L15	N66°19'21"W	3.96'
L16	N65°02'23"E	4.93'
L17	N25°33'15"W	7.25'
L18	S65°16'49"W	1.33'
L19	N89°16'20"E	14.99'
L20	N01°06'34"W	69.24'

RECORD LINE TABLE		
LINE #	DIRECTION	LENGTH
[L3]	S88°53'16"W	15.00'
[L3]	S88°53'16"W	15.00'
[L4]	S01°06'44"E	69.21'
[L4]	S01°06'44"E	69.21'
(L5)	N88°53'16"E	15.00'
[L5]	N88°53'16"E	15.00'
[L6]	N88°53'16"E	15.00'
(L10)	S88°53'16"W	62.13'
[L10]	S88°53'16"W	62.13'
(L12)	S42°46'53"W	39.16'
[L12]	S42°46'53"W	39.16'
(L13)	S88°53'16"W	77.13'
[L20]	N01°06'44"W	69.21'
[L19]	N88°53'16"E	15.00'

LEGAL DESCRIPTION:

TRACT 1: BEING 1.5808 ACRE OF LAND, MORE OR LESS, PARTIALLY OUT OF THE M.M. McCARVER LEAGUE, SURVEY NO. 4, ABSTRACT NO. 10, AND PARTIALLY OUT OF THE JOHN COOPER SURVEY NO. 13, ABSTRACT NO. 100, BOTH SITUATED IN HAYS COUNTY, TEXAS, AND BEING OUT OF A TRACT CONVEYED IN VOLUME 2029, PAGE 661, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T.).

TRACT 2: BEING 0.0606 ACRE OF LAND, MORE OR LESS, IN THE M.M. McCARVER LEAGUE, SURVEY NO. 4, ABSTRACT NO. 10, SITUATED IN HAYS COUNTY, TEXAS, BEING ALL OF A 0.0606 ACRE TRACT CONVEYED IN VOLUME 2857, PAGE 753, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T).

TRACT 3: BEING 0.0051 ACRE OF LAND, MORE OR LESS, IN THE M.M. McCARVER LEAGUE, SURVEY NO. 4, ABSTRACT NO. 10, SITUATED IN HAYS COUNTY, TEXAS, BEING OUT OF A TRACT CONVEYED IN DOCUMENT NO. 19026207, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T).

TRACT 4: BEING 0.0238 ACRE OF LAND, MORE OR LESS, IN THE M.M. McCARVER LEAGUE, SURVEY NO. 4, ABSTRACT NO. 10, SITUATED IN HAYS COUNTY, TEXAS, BEING ALL OF A 0.0238 ACRE TRACT CONVEYED IN VOLUME 2857, PAGE 753, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T.).

TRACT 5: BEING 0.1377 ACRE OF LAND, MORE OR LESS, IN THE M.M. McCARVER LEAGUE, SURVEY NO. 4, ABSTRACT NO. 10, SITUATED IN HAYS COUNTY, TEXAS, BEING OUT OF A TRACT CONVEYED IN DOCUMENT NO. 19026207, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T).

TRACT 6: BEING 0.5474 ACRE OF LAND, MORE OR LESS, IN THE M.M. McCARVER LEAGUE, SURVEY NO. 4, ABSTRACT NO. 10, SITUATED IN HAYS COUNTY, TEXAS, BEING OUT OF A TRACT CONVEYED IN VOLUME 2297, PAGE 139, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T).

SURVEYOR'S CERTIFICATE:
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WAS ACTUALLY MADE UPON THE GROUND UNDER MY DIRECTION AND SUPERVISION ON THE DATE SHOWN.

4/21/2021
STEVEN M. DUARTE, R.P.L.S. DATE
TEXAS REGISTRATION NO. 5940

STATE OF TEXAS REGISTERED STEVEN M. DUARTE 5940 PROFESSIONAL LAND SURVEYOR

TSPS/LAND TITLE SURVEY OF 1.9251 ACRES OUT OF THE M.M. McCARVER LEAGUE, SURVEY NO. 4, ABSTRACT NO. 10 AND THE JOHN COOPER SURVEY NO. 13 ABSTRACT NO. 100 City of Kyle, Hays County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
TBPELS FIRM #10174300

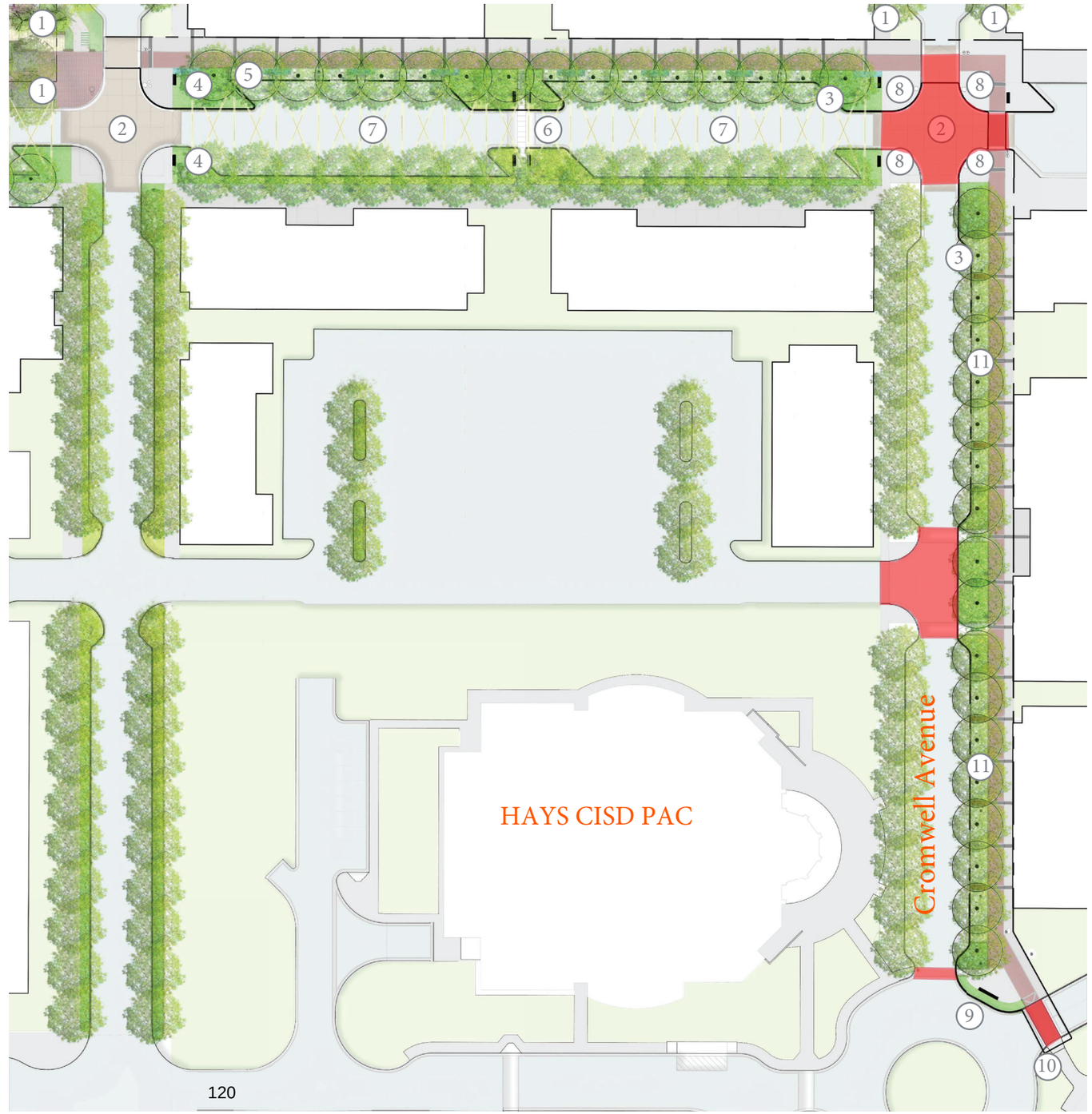
Date:	4/21/2021
Project:	01037
Scale:	1" = 40'
Reviewer:	DV
Tech:	TE
Field Crew:	JZ/FH
Survey Date:	JAN. 2021
Sheet:	1 OF 1

P:\01037\Dwg\01037-TITLE rev3.dwg

CULTURAL TRAIL ILLUSTRIATIVE PLAN

Cromwell Avenue Extension at the Hays CISD PAC

1. SHARED USE PATH (SUP)
2. RAISED TABLE INTERSECTION
3. PUBLIC ART ON LIGHT POLES ON STREET SIDE OF TRAIL
4. BENCHES
5. WATER FEATURE RUNNEL
6. MID BLOCK CROSSING
7. TIVOLI LIGHTING
8. CUSTOM CANDELABRA
9. CORNER PLAZA
10. CONNECTION TO THE HEROES MEMORIAL
11. LUSH RAIN GARDEN



CROMWELL STREET SECTION

Near the Hays CISD PAC

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES

Date: May 24, 2021

Subject: Consideration of Acceptance of Drainage Easement from Plum Creek Uptown District Property Owners' Association Inc., Consent to the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Plum Creek Uptown District, and Withdrawal from the Plum Creek Uptown District Property Owners' Association Inc.

Administrator Responsible/Position: Max Cleaver, Chief Operations Officer

A. Purpose of Agenda Item:
☒ **Action needed** ☐ **Information only** ☐ **Receive input**

B. Authority for This Action:
☐ **Local Policy** ☒ **Law or Rule** ☐ **N/A**

C. Goal or Need Addressed:
Work with local entities to promote public safety and efficient development.

D. Summary:
☐ **Previous board action relating to this item -**
☐ **Future action anticipated -**
☒ **Background information:**
Hays CISD and several other property owners currently divert storm water to the regional stormwater detention pond located near the intersection of FM 1626 and Kohler's Crossing. Ultimately, the Plum Creek Uptown District Property Owners' Association (POA) will transfer ownership of the regional stormwater detention pond to the City of Kyle which will operate and maintain the future park surrounding the stormwater detention pond. The POA will contribute to the maintenance of the stormwater detention pond.

The purpose of this agenda item is three fold:

1) Formalize and memorialize the District's drainage easement in and around the stormwater detention pond.
2) Consent to the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Plum Creek Uptown District ("Amended Declaration") to withdraw the land swap tracts that were exchanged to Hays CISD in June 2019 from the Amended Declaration.
3) Formally withdraw from the POA.

Because there are multiple entities involved in this transaction, and it is likely that the final forms of the documentation will change before the deal closes, the attached resolution contemplates that the Superintendent and the Board President have authority to negotiate and effect final forms of the Drainage and detention Easement, the Amended Declaration, and any other necessary forms.

E. Comments Received:
☒ Cabinet ☐ DLT ☐ FBOC ☐ Teacher Org. Reps. ☐ Other:

F. Administrative Recommendation:
Consideration and approval to Accept the Drainage Easement from Plum Creek Uptown District Property Owners' Association Inc., Consent to the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Plum Creek Uptown District, Withdrawal from the Plum Creek Uptown District Property Owners' Association Inc., and authorize the Superintendent and Board President to negotiate and execute additional documents to effect this transaction,

G. Fiscal Impact and Cost: Amount: $0 (zero)

☐ Budget ☐ Bond ☐ Grant/Special Funds ☐ Other

This ROW request should not cost the District.
Prior Year Spending – not applicable
Future/Ongoing – not applicable

H. Monitoring and Reporting Time Line:

Person responsible for evaluating this decision or action: Max Cleaver, Chief Operations Officer
Evaluation method and time line -
Next report to the board -

I. Suggested Motion:

I move the Board Accept the Drainage Easement from Plum Creek Uptown District Property Owners' Association Inc., Consent to the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Plum Creek Uptown District, Withdrawal from the Plum Creek Uptown District Property Owners' Association Inc., and authorize the Superintendent and Board President to negotiate and execute additional documents to effect this transaction, as presented.

THE BOARD OF TRUSTEES OF THE HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
RESOLUTION OF MAY 24, 2021

Acceptance of Drainage Easement from Plum Creek Uptown District Property Owners' Association, Inc., and Consent to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Plum Creek Uptown District and withdrawal from the Plum Creek Uptown District Property Owners' Association, Inc.

Whereas, the Hays Consolidated Independent School District is the owner of certain property within the Plum Creek Uptown District subdivision that is also encumbered by the Declaration of Covenants, Conditions and Restrictions for Plum Creek Uptown District as recorded in Book 3339, Page 197 of the Official Public Records of Hays County, Texas, as amended by that First Amendment to Declaration of Covenants, Conditions and Restrictions for Plum Creek Uptown District recorded in Book 5233, Page 123 in the Official Public Records of Hays County, Texas, and supplemented by that certain Supplemental Declaration of Covenants, Conditions and Restrictions for Plum Creek Uptown District recorded in Book 5233, Page 109 of the Official Public Records of Hays County, Texas (collectively, the "**Original Declaration**"); and,

Whereas, the school district has requested a Drainage and Detention Easement across adjacent property also located within the Plum Creek Uptown District, said easement being attached as Exhibit A; and,

Whereas, the school district has also elected to withdraw its property from the Original Declaration and the Plum Creek Uptown District Property Owners' Association, Inc. ("**Association**") and desires to execute the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Plum Creek Uptown District, the initial form of which is attached as Exhibit B ("**Amended Declaration**"), along with any additional documents necessary or convenient to further memorialize and effect such withdrawals; and,

Whereas, the Board of Trustees finds that the execution of the Drainage and Detention Easement and withdrawal from the Amended Declaration and the Association will benefit the school district's ability to manage, maintain and operate its property;

It is therefore RESOLVED:

1. That the Board of Trustees hereby accepts the Drainage and Detention Easement;

2. That the Board of Trustees hereby consents to the voluntary withdrawal of the school district from the Amended Declaration and the Association;

3. That _____, in her/his official capacity as _____ is authorized to negotiate with all applicable parties the Drainage and Detention Easement and the Amended Declaration and any additional documents necessary or convenient to further memorialize and effect final forms of the Drainage and Detention Easement and the Amended Declaration, and to effect the withdrawal of the school district from the Association; and,

4. That _____, in her official capacity as President of the Board of Trustees is authorized to execute the Drainage and Detention Easement and the Amended Declaration and any additional documents necessary or convenient to further memorialize and effect such Drainage and Detention Easement and the withdrawal of the school district from the Amended Declaration and the Association, all in the final forms of such documents as negotiated and approved by _____.

5. That all persons are entitled to rely upon an original or copy of this Resolution as evidence of such acceptance, consent, and authority granted herein.

CERTIFICATE FOR RESOLUTION

I hereby certify that the foregoing resolution was presented to the Board of Trustees of the Hays Consolidated Independent School District during a properly called and noticed meeting on May 17, 2021. 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 ____ day of _____, 2021.

_____

_____
Secretary, Board of Trustees

[Exhibits A and B follow]

DRAINAGE AND DETENTION EASEMENT AGREEMENT

STATE OF TEXAS §
§
COUNTY OF HAYS §

THIS DRAINAGE AND DETENTION EASEMENT AGREEMENT (this "**Agreement**") is entered into as of the _____ day of _____, 2021 (the "**Effective Date**"), by and between **PLUM CREEK UPTOWN DISTRICT PROPERTY OWNERS' ASSOCIATION, INC**., a Texas nonprofit corporation (together with its successors and/or assigns, "**Association**") and the **BOARD OF TRUSTEES OF HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT,** an independent school district and political subdivision of the State of Texas (together with its successors or assigns, "**Owner**"). The Association and the Owner are sometimes herein collectively referred to as the "**Parties**" and individually as an "**Party**".

WHEREAS, the Association owns that certain tract of land in Hays County, Texas, containing approximately 4.857 acres, which is more particularly described on Exhibit "A", which Exhibit is attached hereto and made a part hereof for all purposes (and which is referred to herein as the "**Pond Tract**");

WHEREAS, the Owner owns certain property in the County of Hays, State of Texas, being more particularly described in Exhibit "B" attached hereto and made a part hereof for all purposes (and which is referred to herein as the "**Owner Tract**"). The Pond Tract and the Owner Tract are sometimes herein collectively referred to as the "**Tracts**" and individually as a "**Tract**"; and

WHEREAS, the Owner has requested from the Association, and the Association has agreed to grant to the Owner, the non-exclusive easements set forth below (collectively, the "**Easements**").

NOW THEREFORE, in consideration of the premises, the covenants and agreements hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, and in furtherance of the Parties' understanding, it is agreed as follows:

1. Drainage and Detention Easement. The Association does hereby grant and convey to the Owner a perpetual, non-exclusive easement (the "**Drainage and Detention Easement**") upon, within, under, and across Pond Tract for the purpose of allowing, conveying, and detaining water flow originating from Owner Tract as of the Effective Date through and into the stormwater pipes and conduits, and other associated fixtures, equipment, and facilities, as well as the stormwater water detention facilities located on Pond Tract and constructed in accordance to the Construction Plans for Plum Creek Pond 3 submitted by Lawrence M. Hanrahan P.E. of Hanrahan Pritchard Engineering, Inc. submitted February 29, 2008 and approved by the Director of Utilities of the City of Kyle on June 12, 2008 (collectively, the "**Detention Facilities**"). The water flow and volume of water emanating from the Owner Tract into the Detention Facilities as of the Effective Date shall not hereafter be increased in any manner whatsoever due to the activities of the Owner. The Association reserves the right to use and to convey to others the right to use all or part of the Detention Facilities for all purposes. The Owner's rights under this Agreement include, without limitation, the right to connect or reconnect storm water detention facilities situated or to be situated on Owner Tract to the Detention Facilities at the Owner's expense; provided, however, that any such uses shall not unreasonably interfere with or interrupt Association's use or enjoyment of the Detention Facilities. The Owner shall not alter the Detention Facilities. TO HAVE AND TO HOLD the Drainage and Detention Easement, together with, all and singular, all rights, titles, interests, privileges and hereditaments thereto in anywise belonging, for the benefit of the Owner, and its heirs, successors and

assigns, forever, in accordance with the terms and conditions hereof; provided, however, the easement, rights and privileges herein granted are subject to all covenants, restrictions, exceptions, right-of-way and easements of record, including all laws, regulations and restrictions by municipal or other governmental authority applicable to and enforceable against the Drainage and Detention Easement and affecting Pond Tract. Notwithstanding anything contained herein to the contrary, the Parties hereto acknowledge and agree that the Association, at the Association's sole cost and expense, may replace, maintain, relocate, construct, or remove any portion or all of the Detention Facilities without the prior written consent of the Owner; provided, however, that any replacement, maintenance, relocation, construction or removal of Detention Facilities shall not permanently interfere in any material way with Owner's use or enjoyment of the rights and benefits granted to the Owner in this Agreement.

2. Maintenance and Repairs.

(a) The Association shall be solely responsible, at the Association's sole cost and expense, for any and all maintenance and repairs to the Detention Facilities that may be advisable or required from time to time to keep the Drainage and Detention Easement and its respective areas in good condition and in compliance with all applicable legal requirements.

(b) It is expressly agreed and provided that the Association (and its employees, contractors, agents, representatives, permittees, invitees, lessees, and customers) shall have the right to make full use of the surface of the Pond Tract.

(c) In the event either Party (or its employees, contractors, agents, representatives, permittees, invitees, lessees, and customers) cause any damage to the other Party's Tract or the improvements thereon in the exercise of such Party's rights or the performance of such Party's obligations under this Agreement, such Party shall promptly repair any such damage and restore the affected area to substantially the same condition as existed prior to the damage, all at no cost or expense to the other Party. In the event that either Party (upon thirty (30) days' prior written request) fails to perform or to commence performance and thereafter diligently pursue completion of the foregoing repairs, the requesting Party shall have the right to perform such repair work and collect all costs and expenses, including, without limitation, reasonable attorneys' fees, incurred by the requesting Party in connection with same.

3. Duration. The Drainage and Detention Easement and the rights, obligations and benefits contained herein shall be perpetual and are covenants running with the land and shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors, and assigns (including, without limitation, all subsequent owners of any portion of Owner Tract, the Pond Tract, and the Detention Facilities).

4. Compliance with Law. The Owner and the Association, in exercising the rights and privileges granted by this Agreement, shall comply with all applicable federal, state, county and municipal laws, ordinances and regulations.

5. Insurance. Owner shall maintain insurance on the property consistent with the Board's then current risk management policies. The property will not be insured for limits less than those applicable to similarly situated Hays CISD properties.

6. Prior Encumbrances. The easements, rights and privileges herein granted are subject to all encumbrances covenants, restrictions, exceptions, rights-of-way, easements, and other matters of

record in the Official Public Records of Real Property of Hays County, Texas, and all laws, regulations and restrictions by municipal or other governmental authority applicable to and enforceable against the Drainage and Detention Easement and affecting Pond Tract.

7. Notices. Any notice required or permitted to be delivered under this Agreement is deemed received when: (i) personally delivered, (ii) two (2) days after being sent by United States mail, postage prepaid, certified mail, return receipt requested, and properly addressed, or (iii) one (1) day after being deposited with a nationally recognized overnight courier service, charges prepaid, and properly addressed. Notices may also be provided by electronic mail if an email address is provided below; provided however, any notice by electronic mail shall also be delivered by hand or sent by overnight or same day courier service, to the notice addresses set forth below for the intended recipient. The notice information for the Parties is as follows:

Owner: BOARD OF TRUSTEES OF HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
Chief Operations Officer
21003 IH 35
Kyle, TX 78640

Association: PLUM CREEK UPTOWN DISTRICT PROPERTY OWNERS' ASSOCIATION, INC.
11149 Research Blvd, Suite 100
Austin, Texas 78759

Rejection of, the refusal to accept or the inability to deliver any notice because of a change of address of which no notice was given shall not affect the effective date of or validity of such notice. Any Party shall have the right from time to time and at any time to change its respective address to any other address within the United States of America.

In the event that all or any portion of any of the Drainage and Detention Easement made the subject of this Agreement is conveyed to a new owner, such that the grantor no longer owns the entire fee or easement interest in the Drainage and Detention Easement, the Detention Facilities, or the Pond Tract, as the case may be, notices to be given hereunder shall be delivered to the subsequent property owner at the address for such property owner set forth in the real property tax records of the local tax assessor, unless such subsequent property owner notifies the then current owner(s) of Owner's Tract of such Party's address for notice purposes.

8. Condemnation. In the event that all or a material portion of the Detention Facilities is taken by condemnation, the Drainage and Detention Easement shall terminate, and both Parties shall be fully released and shall have no further rights or obligations hereunder.

9. No Other Rights Created; Joint and Several. All rights in and to the Detention Facilities not expressly granted to the Owner herein are reserved and retained by the Association for itself, its successors, and assigns. No provision of this Agreement shall constitute or be construed as a dedication of any interest described in this Agreement to the public or give any member of the public any right whatsoever. This Agreement shall be binding upon and inure to the benefit of the Owner and the Association and their respective successors and assigns. In the event that Parties own a Tract or a portion thereof as tenants-in-common, such Parties shall be jointly and severally liable for all obligations and liabilities relating to such ownership.

10. NO WARRANTIES. THIS CONVEYANCE IS MADE ON AN AS-IS, WHERE-IS BASIS. THE ASSOCIATION HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, RELATING TO POND TRACT, THE DRAINAGE AND DETENTION EASEMENT, OR THE DETENTION FACILITIES (INCLUDING, WITHOUT LIMITATION, THE SUITABILITY OF OWNER TRACT FOR DRAINAGE AND DETENTION PURPOSES).

11. Recording. This Agreement shall be recorded in the Official Public Records of Real Property of Hays County, Texas.

12. Attorneys' Fees. If either Party is the prevailing Party in any legal proceeding brought as a result of a dispute under this Agreement, then such Party shall be entitled to recover from the non-prevailing Party all reasonable costs of such proceeding and reasonable attorneys' fees actually incurred.

13. Headings. The headings of the paragraphs contained herein are intended for reference purposes only and shall not be used to interpret the agreements contained herein or the rights granted hereby.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

15. Further Assurances. Each Party agrees to execute and deliver any additional documents and instruments and to perform any additional acts reasonably necessary or appropriate to perform the terms, provisions, and conditions of this Agreement.

16. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

17. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to constitute an original; provided, however, that this Agreement will not become binding upon any Party unless and until executed (whether or not in counterpart) by all the Parties.

18. Entire Agreement. This Agreement supersedes, replaces, and amends all other agreements previously made between the Parties relating to the subject matter hereof. There are no other understandings, covenants, or agreements other than as expressly provided for herein.

19. No Consent. No consent to the modification, from time to time, or termination of the provisions of this Agreement shall ever be required of any tenant, licensee or concessionaire, as to any portion of either of the Tracts made the subject hereof, nor shall any tenant, licensee or concessionaire, or any employee, customer, business invitee of the same have any rights to enforce the provisions hereof.

20. Authority. Each Party hereto is the fee simple owner of its respective property and has all requisite power and authority to enter into this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement by each Party has been duly authorized by all necessary Parties.

21. Release Upon Sale of Interest. Upon the sale and conveyance by a Party of its right, title and interest in Owner Tract or Pond Tract, as applicable, such Party shall be released from any and all of its obligations under this Agreement arising subsequent to the effective date of such sale and conveyance other than those obligations arising from any default by such Party in the performance of any provisions of this Agreement prior to such sale and conveyance.

22. Default. If a Party defaults in the performance of its obligations hereunder and the default is not cured within thirty (30) days following delivery of written notice to such defaulting Party, then such Party shall be deemed to have committed an "Event of Default" hereunder (unless such default requires work to be performed, acts to be done, or conditions to be removed that cannot by their nature reasonably be performed, done, or removed, as the case may be, within such thirty (30) day period, in which case no Event of Default shall be deemed to exist as long as such Party commences curing the same within such thirty (30) day period and diligently, continuously, and in good faith prosecutes the same to completion). In the event of an Event of Default hereunder, the defaulting Party shall be liable for actual damages only. **EACH PARTY EXPRESSLY WAIVES AND AGREES NOT TO, AND TO CAUSE ITS AFFILIATES NOT TO, SEEK INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL, INCIDENTAL OR EXEMPLARY DAMAGES OR DAMAGES FOR LOST PROFITS OF ANY KIND WITH RESPECT TO ANY DISPUTE ARISING UNDER, RELATED TO, OR IN CONNECTION WITH THIS AGREEMENT OR BREACH HEREOF, EXCEPT (IN EACH CASE) TO THE EXTENT THAT ANY SUCH PARTY WAS REQUIRED TO PAY SUCH DAMAGES TO A THIRD PARTY IN CONNECTION WITH A THIRD PARTY CLAIM COVERED BY AN INDEMNITY EXPRESSLY SET FORTH IN THIS AGREEMENT, IN WHICH EVENT SUCH DAMAGES SHALL BE RECOVERABLE. The terms of this Section 22 shall survive any termination of this Agreement indefinitely.**

23. Waiver of Default. It is not a waiver of or consent to a default under this Agreement 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 Agreement does not preclude pursuit of other remedies in this Agreement or as provided by law.

24. Amendment and Termination. This Agreement may be amended from time to time or terminated at any time by the written agreement of the then current owners of Owner Tract and Pond Tract; provided, however, that if a mortgage is then in effect and secured by the Pond Tract, then no such amendment or termination may occur without the prior written consent to the mortgagee holding such mortgage.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURES AND ACKNOWLEDGMENTS ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Association and the Owner have executed this Agreement on the date set forth in the acknowledgments below, but to be effective as of the Effective Date.

ASSOCIATION:

PLUM CREEK UPTOWN DISTRICT PROPERTY OWNERS' ASSOCIATION, INC., a Texas nonprofit corporation

By:_____
Print Name: Myra Goepp
Print Title: President

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this ____ day of _____, 2021 by Myra Goepp, the President of Plum Creek Uptown District Property Owners' Association, Inc., a Texas nonprofit corporation, on behalf of said corporation.

(SEAL)

_____
Notary Public, State of Texas

OWNER:

BOARD OF TRUSTEES OF HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, an independent school district and political subdivision of the State of Texas

By:_____
Name: _____
Title: Authorized Person

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 2021 by _____, the _____ of BOARD OF TRUSTEES OF HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, an independent school district and political subdivision of the State of Texas, on behalf of said independent school district and political subdivision.

_____
(SEAL) Notary Public, State of Texas

EXHIBIT "A"

Description of Pond Tract

4.857 Acres
M.M. McCarver League, Sur. 4, A-10
Hays County, Texas

LAI Job No. 070605
FN0897(kls)
Page 1 of 3

FIELD NOTES DESCRIPTION

DESCRIPTION OF 4.857 ACRES OF LAND IN THE M.M. MCCARVER LEAGUE SURVEY NO. 4, A-10, HAYS COUNTY, TEXAS; BEING A PORTION OF THE CALLED 983.99 ACRE TRACT DESCRIBED AS TRACT 2 OF EXHIBIT "A" IN A DEED WITHOUT WARRANTY TO MOUNTAIN PLUM, LTD. OF RECORD IN VOLUME 2297, PAGE 139, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 4.857 ACRE TRACT OF LAND, AS SURVEYED BY LOOMIS AUSTIN, INC. AND SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½-inch iron rod with plastic cap stamped "LAI" previously set at the intersection of the current north right-of-way line of Kohlers Crossing (a.k.a. Hays County Road No. 171) and the west right-of-way line of F.M. Highway 1626, same being in the west line of that certain 28.91 acre tract described in the deed to the City of Kyle, Texas, of record in Volume 1871, Page 236, Official Public Records of Hays County, Texas, for the northeast corner of a called 0.254 acre right-of-way dedication described as Parcel No. 3, Tract 3 in a deed to The City of Kyle, Texas of record in Volume 3220, Page 508, Official Public Records of Hays County, Texas, and for the southeast corner and **POINT OF BEGINNING** of the tract described herein;

THENCE S 88° 53' 16" W, with the current north right-of-way line of said Kohlers Crossing, same being the north line of the said 0.254 acre right-of-way dedication, a distance of 541.72 feet to a ½-inch iron rod with plastic cap stamped "LAI" previously set in the east line of a called 10.00 acre tract described in a deed to Hays Consolidated Independent School District of record in Volume 2029, Page 661, Official Public Records of Hays County, Texas, for the northwest corner of the said 0.254 acre right-of-way dedication, same being the northeast corner of a called 0.273 acre right-of-way dedication described as Parcel No. 8, in a deed to The City of Kyle, Texas of record in Volume 3226, Page 168, Official Public Records of Hays County, Texas, and for the southwest corner of the tract described herein;

THENCE N 01° 06' 44" W, with the east line of the said 10.00 acre tract, a distance of 410.03 feet to a ½-inch iron rod with plastic cap stamped "LAI" previously set for the southwest corner of a called 0.0238 acre tract described as Exhibit "A" in a deed to Hays Consolidated Independent School District of record in Volume 2857, Page 753, Official Public Records of Hays County, Texas, and for the northwest corner of the tract described herein;

THENCE N 88° 53' 16" E, with the south line of the said 0.0238 acre tract, at a distance of 15.00 feet pass a ½-inch iron rod with plastic cap stamped "LAI" previously set for the southeast corner of the said 0.0238 acre tract, same being the southern southwest corner of a called 1.2623 acre tract described in a deed to Hays Consolidated Independent School District of record in Volume 2029, Page 668, Official Public Records of Hays County, Texas, and continuing with the south line of the said 1.2623 acre tract for a total distance of 77.13 feet to a ½-inch iron rod with plastic cap stamped "LAI" previously set for an angle point;

THENCE N 58° 53' 16" E, with the southwest line of the said 1.2623 acre tract, a distance of 127.50 feet to a calculated point for the north corner of the tract described herein, from which a ½-inch iron rod with plastic cap stamped "LAI" previously set for the southeast corner of the said 1.2623 acre tract bears N 58° 53' 16" E, a distance of 29.92 feet;

THENCE with the crossing the said 983.99 acre tract, the following four (4) courses and distances:

1. S 53° 55' 11" E, a distance of 100.89 feet to a calculated angle point,

2. S 23° 54' 05" E, a distance of 85.73 feet to a calculated angle point,

3. S 82° 24' 53" E, a distance of 131.55 feet to a calculated angle point, and

4. N 88° 50' 25" E, a distance of 124.99 feet to a calculated point in the west right-of-way line of said F.M. Highway 1626, same being in the west line of the said 28.91 acre tract, for the northwest corner of the tract described herein, from which a Type 2 Texas Department of Transportation monument bears N 03° 39' 40" W, a distance of 61.49 feet and S 68° 44' E, a distance of 0.17 feet;

THENCE with the west right-of-way line of said F.M. 1626, same being the west line of the said 28.91 acre tract, the following two (2) courses and distances:

1. S 03° 39' 40" E, a distance of 286.04 feet to a ½-inch iron rod with plastic cap stamped "LAI" previously set, from which a Type 2 Texas Department of Transportation monument bears N 82° 45' E a distance of 0.21 feet, and

2. S 42° 46' 53" W, a distance of 39.16 feet to the **POINT OF BEGINNING** and containing 4.857 acres of land, more or less.

BEARING BASIS: Texas Coordinate System, South Central Zone, NAD83, Grid.
LAI WORD FILE: FN0897(kls)

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF TRAVIS §

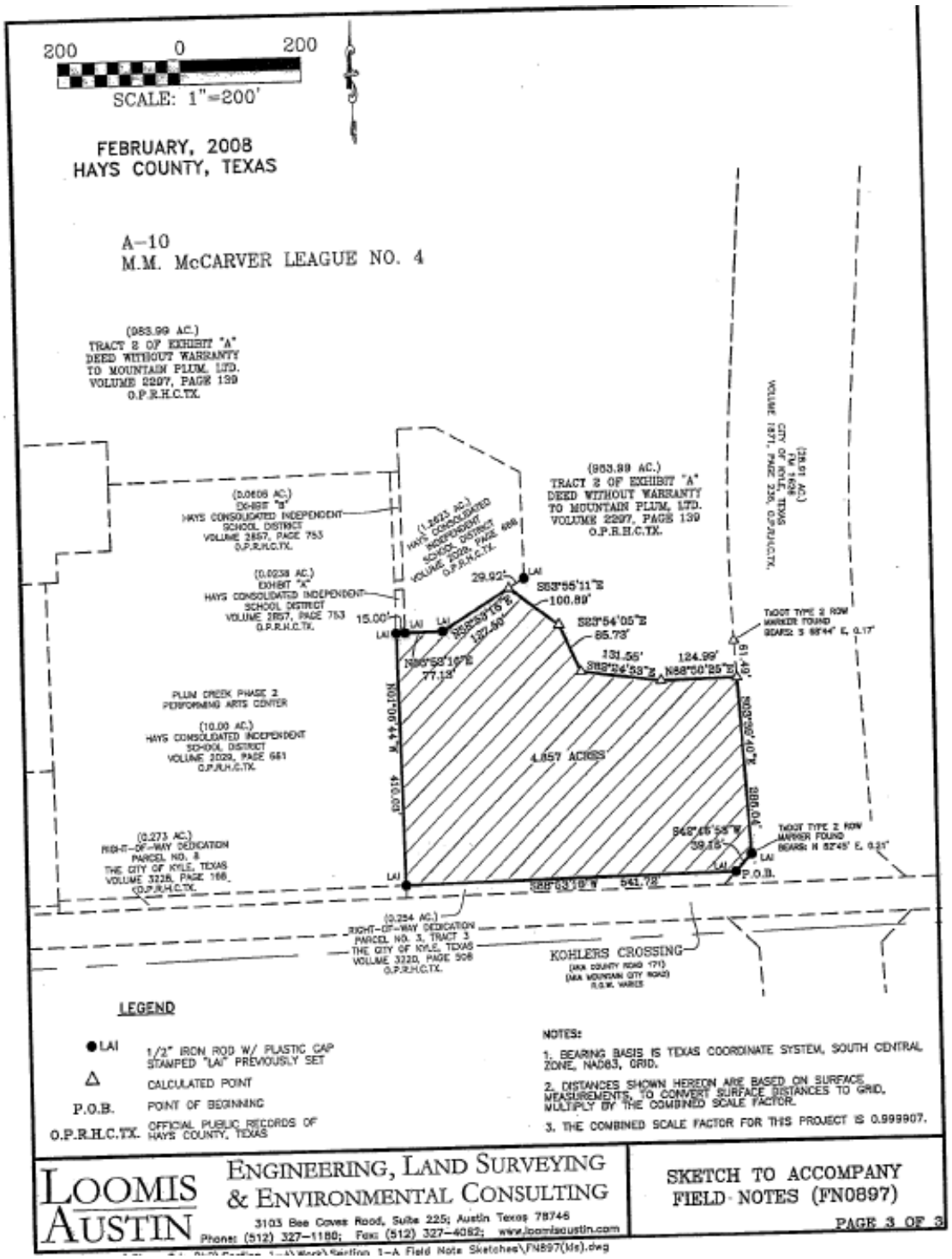
That I, John D. Barnard, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during the month of February, May, September, December 2007, and January 2008, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas on this 19th of February, 2008, A.D.

Loomis Austin, Inc
Austin, Texas 78746

STATE OF TEXAS REGISTERED JOHN D. BARNARD 5749 PROFESSIONAL LAND SURVEYOR

John D. Barnard
Registered Professional Land Surveyor
No. 5749 - State of Texas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FEBRUARY, 2008
HAYS COUNTY, TEXAS
A-10
M.M. McCARVER LEAGUE NO. 4
(953.99 AC.)
TRACT 2 OF EXHIBIT "A"
DEED WITHOUT WARRANTY
TO MOUNTAIN PLUM, LTD.
VOLUME 2297, PAGE 139
O.P.R.H.C.TX.
(953.89 AC.)
TRACT 2 OF EXHIBIT "A"
DEED WITHOUT WARRANTY
TO MOUNTAIN PLUM, LTD.
VOLUME 2297, PAGE 139
O.P.R.H.C.TX.
(0.0606 AC.)
EXHIBIT "B"
HAYS CONSOLIDATED INDEPENDENT
SCHOOL DISTRICT
VOLUME 2857, PAGE 753
O.P.R.H.C.TX.
(0.0238 AC.)
EXHIBIT "A"
HAYS CONSOLIDATED INDEPENDENT
SCHOOL DISTRICT
VOLUME 2857, PAGE 753
O.P.R.H.C.TX.
(1.3673 AC.)
HAYS CONSOLIDATED
INDEPENDENT
SCHOOL DISTRICT
VOLUME 3029, PAGE 666
O.P.R.H.C.TX.
(218.61 AC.)
CITY OF KYLE, TEXAS
VOLUME 1871, PAGE 230, O.P.R.H.C.TX.
29.92'
S53°55'11"E
100.89'
S83°54'05"E
85.73'
131.55'
124.99'
S88°24'53"E
N88°00'25"E
15.00'
S25°59'15"E
137.40'
N86°58'10"E
77.13'
TxDOT TYPE 2 ROW
MARKER FOUND
BEARS: S 88°44' E, 0.17'
PLUM CREEK PHASE 2
PERFORMING ARTS CENTER
(10.00 AC.)
HAYS CONSOLIDATED INDEPENDENT
SCHOOL DISTRICT
VOLUME 3029, PAGE 661
O.P.R.H.C.TX.
N00°06'44"W
415.09'
4.857 ACRES
N00°06'40"W
388.04'
S42°45'53"W
39.15'
TxDOT TYPE 2 ROW
MARKER FOUND
BEARS: N 52°45' E, 0.21'
P.O.B.
(0.273 AC.)
RIGHT-OF-WAY DEDICATION
PARCEL NO. 8
THE CITY OF KYLE, TEXAS
VOLUME 3228, PAGE 168,
O.P.R.H.C.TX.
S88°53'19"W
541.78'
(0.254 AC.)
RIGHT-OF-WAY DEDICATION
PARCEL NO. 3, TRACT 3
THE CITY OF KYLE, TEXAS
VOLUME 3220, PAGE 508
O.P.R.H.C.TX.
KOHLERS CROSSING
(AKA COUNTY ROAD 171)
(AKA MOUNTAIN CITY ROAD)
R.O.W. VARIES
LEGEND
LAI 1/2" IRON ROD W/ PLASTIC CAP STAMPED "LAI" PREVIOUSLY SET
CALCULATED POINT
P.O.B. POINT OF BEGINNING
O.P.R.H.C.TX. OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
NOTES:
1. BEARING BASIS IS TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83, GRID.
2. DISTANCES SHOWN HEREON ARE BASED ON SURFACE MEASUREMENTS. TO CONVERT SURFACE DISTANCES TO GRID, MULTIPLY BY THE COMBINED SCALE FACTOR.
3. THE COMBINED SCALE FACTOR FOR THIS PROJECT IS 0.999907.
LOOMIS AUSTIN
ENGINEERING, LAND SURVEYING & ENVIRONMENTAL CONSULTING
3103 Bee Caves Road, Suite 225; Austin Texas 78746
Phone: (512) 327-1180; Fax: (512) 327-4062; www.loomisaustin.com
SKETCH TO ACCOMPANY FIELD NOTES (FN0897)
PAGE 3 OF 3

EXHIBIT "B"
HCISD Property

Tract 1: Approximately 1.546 acres described below

1.546 Acre
M.M. McCarver League, Sur. 4, A-10
Hays County, Texas

LAI Job No. 020905
FN0868(kls)
Page 1 of 3

FIELD NOTES DESCRIPTION

DESCRIPTION OF 1.546 ACRES OF LAND IN THE M.M. MCCARVER LEAGUE, SURVEY NO. 4, A-10, HAYS COUNTY, TEXAS; BEING A PORTION OF THE CALLED 983.99 ACRE TRACT DESCRIBED AS TRACT 2 OF EXHIBIT "A" IN A DEED WITHOUT WARRANTY TO MOUNTAIN PLUM, LTD. OF RECORD IN VOLUME 2297, PAGE 139, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 1.1731 ACRE TRACT DESCRIBED IN A DEED TO PLUM CREEK DEVELOPMENT PARTNERS, LTD. OF RECORD IN VOLUME 2363, PAGE 271, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 1.546 ACRE TRACT OF LAND, AS SURVEYED BY LOOMIS AUSTIN, INC. AND SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a ½-inch iron rod with plastic cap stamped "LAI" previously set for a re-entrant corner of a called 10.00 acre tract described in a deed to Hays Consolidated Independent School District of record in Volume 2029, Page 661, Official Public Records of Hays County, Texas, and the southeast corner of the said 1.1731 acre tract;

THENCE N 01° 06' 44" W, with the east line of the said 1.1731 acre tract, a distance of 229.89 feet to a ½-inch iron rod with plastic cap stamped "LAI" set for the southeast corner and **POINT OF BEGINNING** of the tract described herein;

THENCE crossing the said 983.99 acre tract and the said 1.1731 acre tract, the following four (4) courses and distances:

1. S 88° 49' 05" W, a distance of 292.50 feet to a ½-inch iron rod with plastic cap stamped "LAI" set for the southwest corner of the tract described herein,

2. N 01° 10' 55" W, a distance of 230.21 feet to a ½-inch iron rod with plastic cap stamped "LAI" set for the northwest corner of the tract described herein,

3. N 88° 50' 25" E, a distance of 292.78 feet to a ½-inch iron rod with plastic cap stamped "LAI" set for the northeast corner of the tract described herein, from which a ½-inch iron rod with plastic cap stamped "LAI" previously set for the northern northwest corner of the said 10.00 acre tract bears N 88° 50' 25" E, a distance of 109.74 feet, and

4. S 01° 06' 44" E, passing at a distance of 155.48 feet, a ½-inch iron rod with plastic cap stamped "LAI" previously set for the northeast corner of the said 1.1731 acre tract and continuing for a total distance of 230.09 feet to the **POINT OF BEGINNING** and containing 1.546 acres of land, more or less.

BEARING BASIS: Texas Coordinate System, South Central Zone, NAD83, Grid.

LAI WORD FILE: FN0868(kls)

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF TRAVIS §

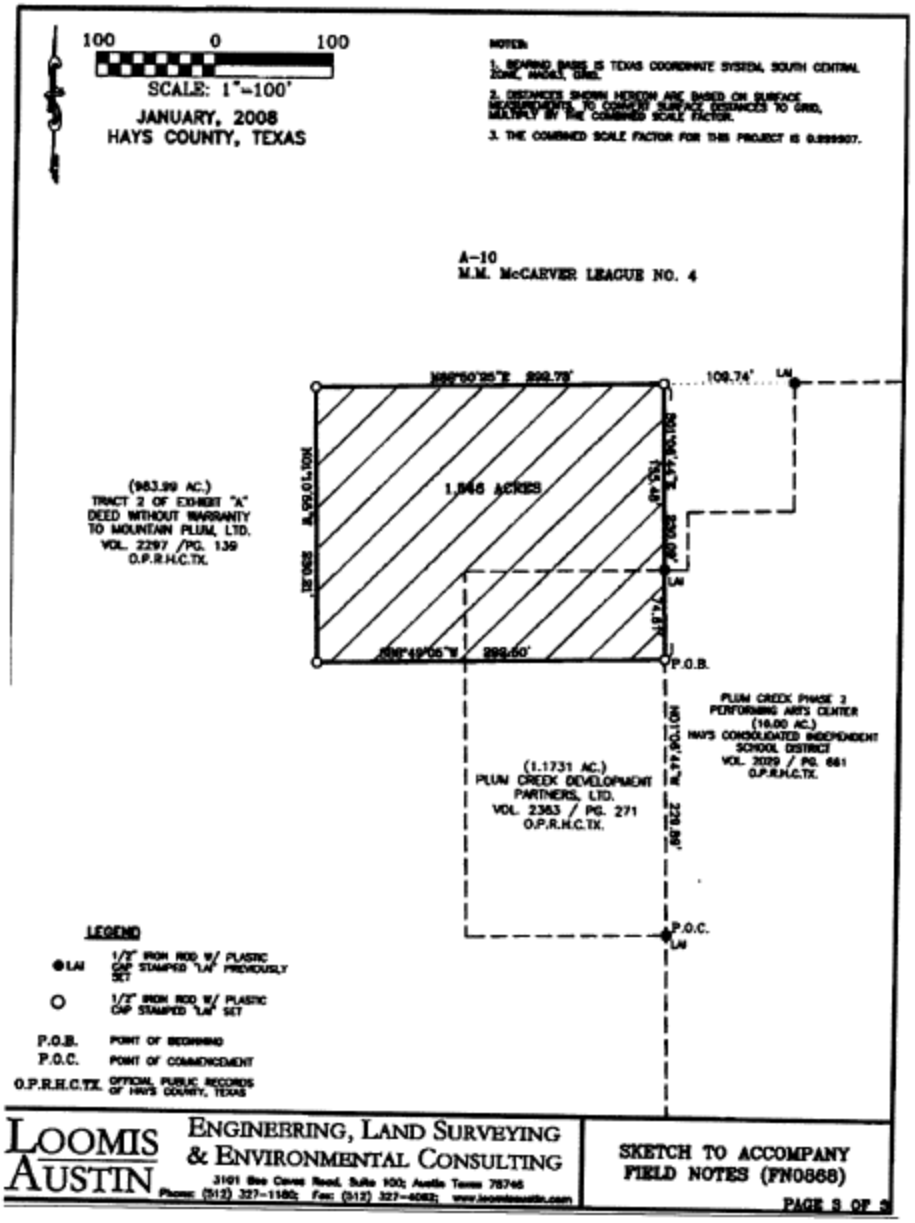
That I, John D. Barnard, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during the month of February, May, December 2007, and January 2008, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas on this 17th of March, 2008, A.D.

Loomis Austin, Inc.
Austin, Texas 78746

STATE OF TEXAS
REGISTERED
JOHN D. BARNARD
5749
PROFESSIONAL SURVEYOR

John D. Barnard
Registered Professional Land Surveyor
No. 5749 - State of Texas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JANUARY, 2008
HAYS COUNTY, TEXAS
NOTES:
1. BEARING BASIS IS TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83, GRID.
2. DISTANCES SHOWN HEREON ARE BASED ON SURFACE MEASUREMENTS. TO CONVERT SURFACE DISTANCES TO GRID, MULTIPLY BY THE COMBINED SCALE FACTOR.
3. THE COMBINED SCALE FACTOR FOR THIS PROJECT IS 0.999907.
A-10
M.M. McCARVER LEAGUE NO. 4
109.74'
LAI
1.846 ACRES
(983.99 AC.)
TRACT 2 OF EXHIBIT "A"
DEED WITHOUT WARRANTY
TO MOUNTAIN PLUM, LTD.
VOL. 2297 /PG. 139
O.P.R.H.C.TX.
P.O.B.
PLUM CREEK PHASE 2
PERFORMING ARTS CENTER
(10.00 AC.)
HAYS CONSOLIDATED INDEPENDENT
SCHOOL DISTRICT
VOL. 2029 / PG. 661
O.P.R.H.C.TX.
(1.1731 AC.)
PLUM CREEK DEVELOPMENT
PARTNERS, LTD.
VOL. 2363 / PG. 271
O.P.R.H.C.TX.
P.O.C.
LEGEND
LAI 1/2" IRON ROD W/ PLASTIC CAP STAMPED "LAI" PREVIOUSLY SET
1/2" IRON ROD W/ PLASTIC CAP STAMPED "LAI" SET
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT
O.P.R.H.C.TX. OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
LOOMIS AUSTIN
ENGINEERING, LAND SURVEYING & ENVIRONMENTAL CONSULTING
3101 Bee Caves Road, Suite 100; Austin Texas 78746
Phone: (512) 327-1180; Fax: (512) 327-4062; www.loomisaustin.com
SKETCH TO ACCOMPANY
FIELD NOTES (FN0868)
PAGE 3 OF 3

Tract 2: Approximately .122 acres described below

0.122 Acre
M.M. McCarver League, Sur. 4, A-10
Hays County, Texas

LAI Job No. 020905
FN0869(kls)
Page 1 of 2

FIELD NOTES DESCRIPTION

DESCRIPTION OF 0.122 ACRES OF LAND IN THE M.M. MCCARVER LEAGUE, SURVEY NO. 4, A-10, HAYS COUNTY, TEXAS; BEING A PORTION OF THE CALLED 983.99 ACRE TRACT DESCRIBED AS TRACT 2 OF EXHIBIT "A" IN A DEED WITHOUT WARRANTY TO MOUNTAIN PLUM, LTD. OF RECORD IN VOLUME 2297, PAGE 139, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 0.122 ACRE TRACT OF LAND, AS SURVEYED BY LOOMIS AUSTIN, INC. AND SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½-inch iron rod with plastic cap stamped "LAI" previously set for the northern northwest corner of a called 10.00 acre tract described in a deed to Hays Consolidated Independent School District of record in Volume 2029, Page 661, Official Public Records of Hays County, Texas, for the northeast corner and **POINT OF BEGINNING** of the tract described herein;

THENCE S 00° 32' 48" E, with a west line of the said 10.00 acre tract, a distance of 107.58 feet to a 1/2-inch iron rod with plastic cap stamped "LAI" previously set for a re-entrant corner of the said 10.00 acre tract, for the southeast corner of the tract described herein;

THENCE S 88° 53' 16" W, with a north line of the said 10.00 acre tract, a distance of 48.68 feet to a ½-inch iron rod with plastic cap stamped "LAI" set for the southwest corner of the tract described herein, from which a ½-inch iron rod with plastic cap stamped "LAI" previously set for a northwest corner of the said 10.00 acre tract bears S 88° 53' 16" W, a distance of 40.36 feet;

THENCE crossing the said 983.99 acre tract, the following two (2) courses and distances:

1. N 01° 06' 44" W, a distance of 107.53 feet to a ½ -inch iron rod with plastic cap stamped "LAI" set for the northwest corner of the tract described herein, and

2. N 88° 50' 25" E, a distance of 49.75 feet to the **POINT OF BEGINNING** and containing 0.122 acres of land, more or less.

BEARING BASIS: Texas Coordinate System, South Central Zone, NAD83, Grid.
LAI WORD FILE: FN0869(kls)

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF TRAVIS §

That I, John D. Barnard, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during the month of February, May, December 2007, and January 2008, under my direction and supervision.

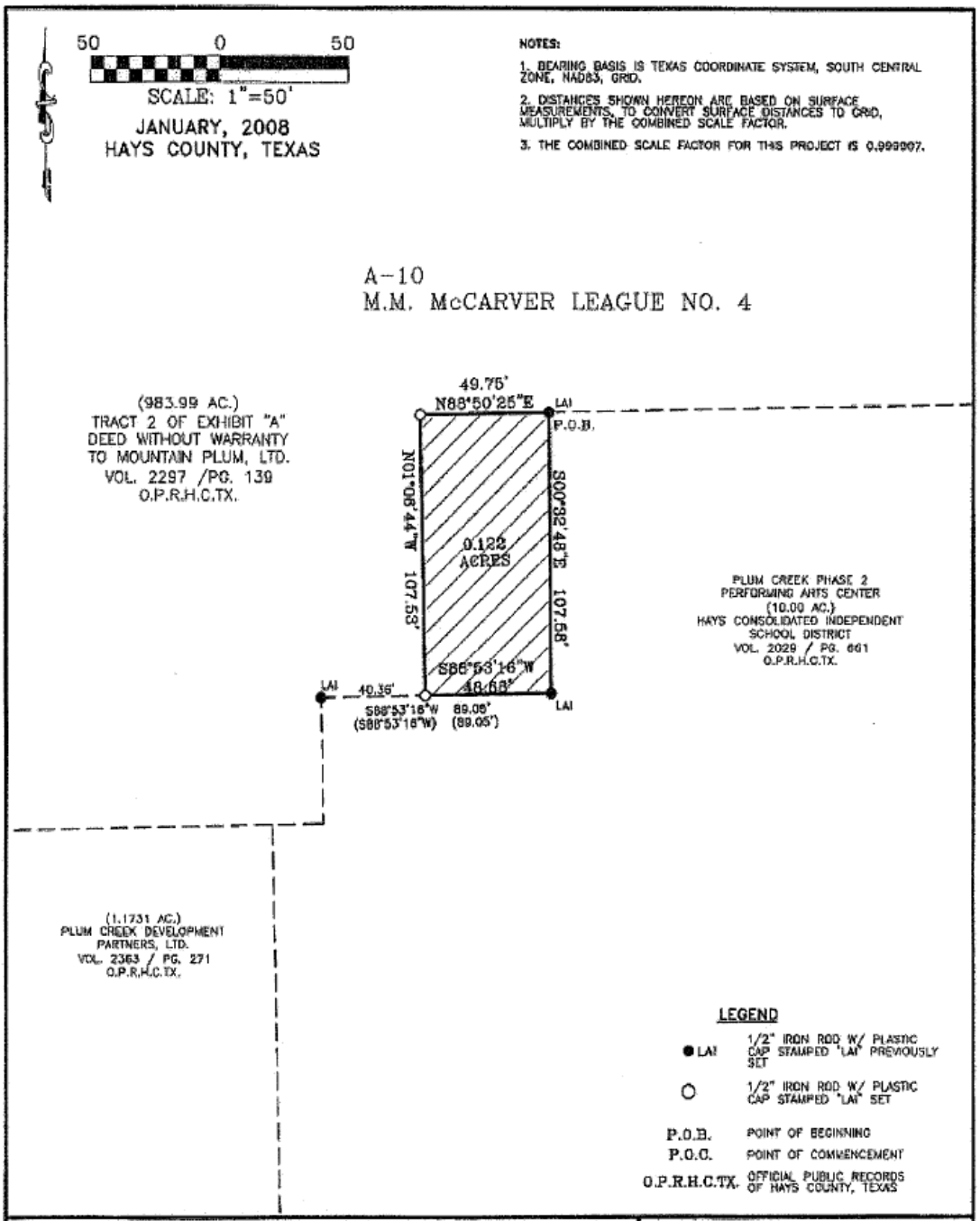
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas on this 17 of March, 2008, A.D.

Loomis Austin, Inc.
Austin, Texas 78746

STATE OF TEXAS REGISTERED JOHN D. BARNARD 5749 PROFESSIONAL LAND SURVEYOR

John D. Barnard
Registered Professional Land Surveyor
No. 5749 - State of Texas

H:\Survey_FieldNotes\FN-0800s\FN0869(kls).doc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JANUARY, 2008
HAYS COUNTY, TEXAS
NOTES:
1. BEARING BASIS IS TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83, GRID.
2. DISTANCES SHOWN HEREON ARE BASED ON SURFACE MEASUREMENTS, TO CONVERT SURFACE DISTANCES TO GRID, MULTIPLY BY THE COMBINED SCALE FACTOR.
3. THE COMBINED SCALE FACTOR FOR THIS PROJECT IS 0.999907.
A-10
M.M. McCARVER LEAGUE NO. 4
(983.99 AC.)
TRACT 2 OF EXHIBIT "A"
DEED WITHOUT WARRANTY
TO MOUNTAIN PLUM, LTD.
VOL. 2297 /PG. 139
O.P.R.H.C.TX.
49.75'
N88°50'25"E
LAI
P.O.B.
N01°06'44"W 107.53'
S00°32'48"E 107.56'
0.122 ACRES
S88°53'16"W 48.68'
LAI
40.36'
S88°53'16"W 89.09'
(S88°53'16"W) (89.05')
LAI
PLUM CREEK PHASE 2
PERFORMING ARTS CENTER
(10.00 AC.)
HAYS CONSOLIDATED INDEPENDENT
SCHOOL DISTRICT
VOL. 2029 / PG. 661
O.P.R.H.C.TX.
(1.1731 AC.)
PLUM CREEK DEVELOPMENT
PARTNERS, LTD.
VOL. 2363 / PG. 271
O.P.R.H.C.TX.
LEGEND
LAI 1/2" IRON ROD W/ PLASTIC CAP STAMPED "LAI" PREVIOUSLY SET
1/2" IRON ROD W/ PLASTIC CAP STAMPED "LAI" SET
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT
O.P.R.H.C.TX. OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
LOOMIS AUSTIN
ENGINEERING, LAND SURVEYING & ENVIRONMENTAL CONSULTING
3101 Bee Caves Road, Suite 100; Austin Texas 78746
Phone: (512) 327-1180; Fax: (512) 327-4062; www.loomisaustin.com
SKETCH TO ACCOMPANY FIELD NOTES (FN0869)
PAGE 2 OF 2
FILE: H:\Survey\Plum_Crk_Ph2\Section 1-A\Work\Section 1-A Field Note Sketches\FN869(kls).dwg
DATE: Mar 17,2008-2:52pm

Tract 3: Approximately 10.00 acres described below

10.00 Ac.
M.M. McCarver League, Sur. 4, A-10
John Cooper Survey, A-100
Hays County, Texas

LAI Job No. 020203
FN0280(wdo)

FIELD NOTES DESCRIPTION

DESCRIPTION OF 10.00 ACRES OF LAND IN THE M.M. MCCARVER LEAGUE, SURVEY NO. 4, A-10, AND THE JOHN COOPER SURVEY, A-100, HAYS COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF THAT CERTAIN TRACT OF LAND DESCRIBED IN A DEED TO LAURA BURLESON NEGLEY OF RECORD IN VOLUME 117, PAGE 288, DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 10.00 ACRE TRACT OF LAND, AS SHOWN ON LOOMIS AUSTIN, INC. PLAN NO. 2085, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a ½-inch iron rod with plastic cap stamped "LAI" set at the intersection of the east right-of-way (ROW) line of FM 2770 with the north ROW line of Hays County Road 171, being the southwest corner of said Negley tract;

THENCE with the north line of said County Road 171, same being the south line of said Negley tract, the following six (6) courses and distances:

1. S 87° 02' 08" E a distance of 294.17 feet to a ½-inch iron rod with plastic cap stamped "LAI" set for an angle point,

2. S 64° 15' 42" E a distance of 30.92 feet to a ½-inch iron rod with plastic cap stamped "LAI" set for an angle point,

3. N 87° 03' 42" E a distance of 935.83 feet to a ½-inch iron rod with plastic cap stamped "LAI" set for an angle point,

4. N 87° 08' 40" E a distance of 819.54 feet to a ½-inch iron rod with plastic cap stamped "LAI" set for an angle point,

5. N 87° 34' 40" E a distance of 1,299.21 feet to a ½-inch iron rod with plastic cap stamped "LAI" set for an angle point, and

6. N 88° 54' 08" E a distance of 630.90 feet to a ½-inch iron rod with plastic cap stamped "LAI" set for the most southern southwest corner and **POINT OF BEGINNING** of the tract described herein;

THENCE leaving the north line of said County Road 171 and crossing said Negley tract the following nine (9) courses and distances:

1. N 01° 06' 44" W a distance of 230.58 feet to a ½-inch iron rod with plastic cap stamped "LAI" set for an ell corner of the tract described herein,

2. S 88° 53' 16" W a distance of 167.83 feet to a ½-inch iron rod with plastic cap stamped "LAI" set for the most western southwest corner of the tract described herein,

3. N 01° 06' 44" W a distance of 304.50 feet to a ½-inch iron rod with plastic cap stamped "LAI" set for the most western northwest corner of the tract described herein,

4. N 88° 53' 16" E a distance of 187.46 feet to a ½-inch iron rod with plastic cap stamped "LAI" set for an ell corner of the tract described herein,

5. N 01° 06' 44" W a distance of 48.00 feet to a ½-inch iron rod with plastic cap stamped "LAI" set for an ell corner of the tract described herein,

6. N 88° 53' 16" E a distance of 89.05 feet to a ½-inch iron rod with plastic cap stamped "LAI" set for an ell corner of the tract described herein,

7. N 00° 32' 48" W a distance of 107.58 feet to a ½-inch iron rod with plastic cap stamped "LAI" set for the most northern northwest corner of the tract described herein,

8. N 88° 50' 25" E a distance of 465.45 feet to a ½-inch iron rod with plastic cap stamped "LAI" set for northeast corner of the tract described herein, and

9. S 01° 06' 44" E a distance of 691.18 feet to a ½-inch iron rod with plastic cap stamped "LAI" set in the north line of said County Road 171 for the southeast corner of the tract described herein;

THENCE S 88° 54' 08" W, with the north line of said County Road 171, a distance of 575.20 feet to the **POINT OF BEGINNING** and containing 10.00 acres of land, more or less.

BEARING BASIS: Texas Coordinate System, South Central Zone, NAD 83, Grid.

I hereby certify that this description was prepared from an actual survey made on the ground by Loomis Austin, Inc. during the months of April to July 2001, and February 2002, under my direction and supervision and is true and correct to the best of my knowledge.

STATE OF TEXAS
REGISTERED
WILLIAM D. O'HARA
4878
PROFESSIONAL
LAND SURVEYOR

William D. O'Hara — 2-28-02

William D. O'Hara
Registered Professional Land Surveyor
No. 4878 – State of Texas

Date

AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR PLUM CREEK UPTOWN DISTRICT

THE STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HAYS	§	

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "**Declaration**"), is made as of the date hereinafter set forth to be effective as _____, 2021, by Plum Creek Development Partners, Ltd., a Texas limited partnership and Mountain Plum, Ltd., a Texas limited partnership (collectively, "**Declarant**"), and is approved and consented to by PC Operating Partners, Ltd., a Texas limited partnership ("**PC Operating Partners**"), KOP Plum Creek LP, a Texas limited partnership, and Rico Runner Plum Creek, L.P., a Texas limited partnership (collectively, "**KOP Plum Creek**"), A+ Federal Credit Union, a federal credit union ("**Credit Union**"), the Board of Trustees of Hays Consolidated Independent School District, an independent school district and political subdivision of the State of Texas ("**HCISD**"), Uptown at Plum Creek Phase 1A LLC, an Oklahoma limited liability company ("**UPC1A**"), and Plum Creek Uptown District Property Owners' Association, Inc., a Texas nonprofit corporation ("**POA**"). Declarant, PC Operating Partners, KOP Plum Creek, Credit Union, HCISD, UPC1A, and the POA are sometimes referred to herein each, as a "**Current Owner**", and collectively as the "**Current Owners**".

WITNESSETH:

WHEREAS, that certain Declaration of Covenants, Conditions and Restrictions for Plum Creek Uptown District was recorded in Book 3339, Page 197 of the Official Public Records of Hays County, Texas, as amended by that First Amendment to Declaration of Covenants, Conditions and Restrictions for Plum Creek Uptown District recorded in Book 5233, Page 123 in the Official Public Records of Hays County, Texas, and supplemented by that certain Supplemental Declaration of Covenants, Conditions and Restrictions for Plum Creek Uptown District recorded in Book 5233, Page 109 of the Official Public Records of Hays County, Texas (collectively, the "**Original Declaration**"); and,

WHEREAS, Declarant is currently the owner of that certain property in the County of Hays, State of Texas, being more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes (the "**Declarant Property**"), which property was subjected to the Original Declaration; and,

WHEREAS, PC Operating Partners is currently the owner of certain property in the County of Hays, State of Texas, being more particularly described in Exhibit "B" attached hereto and made a part hereof for all purposes (the "**PC Property**"), which property was subjected to Original Declaration; and,

WHEREAS, KOP Plum Creek is currently the owner of Lot 1, Block B, Plum Creek, Phase II, Section 1A, a subdivision in Hays County, Texas, according to the map or plat thereof recorded in Cabinet 14, Pages 225-226, Plat Records of Hays County, Texas (the "**KOP Property**"), which property was subjected to the Original Declaration; and,

WHEREAS, the Credit Union is currently the owner of Lot 2, Block A, of Plum Creek, Phase II, Section 1A, a subdivision in Hays County, Texas, according to the map or plat thereof recorded in Cabinet 14, Pages 225-226, Plat Records of Hays County, Texas (the "**Credit Union Property**"), which property was subjected to the Original Declaration; and,

WHEREAS, HCISD is currently the owner of certain property in the County of Hays, State of Texas, being more particularly described in Exhibit "C" attached hereto and made a part hereof for all purposes (the "**HCISD Property**"), which property was subjected to the Original Declaration; and,

WHEREAS, UPC1A is currently the owner of that certain property more particularly described on Exhibit "D", attached hereto and made a part hereof for all purposes (the "**UPC1A Property**", which property was subjected to the Original Declaration; and,

WHEREAS, the POA is currently the owner of that certain property more particularly described on Exhibit "E", attached hereto and made a part hereof for all purposes (the "**POA Property**", which property was subjected to the Original Declaration; and,

WHEREAS, the Declarant Property, the PC Property, the KOP Property, the Credit Union Property, the HCISD Property, the UPC1A Property, and the POA Property constitute all of the real property subjected to the Original Declaration, and the Current Owners are all of the owners of the real property subject to the Original Declaration; and,

WHEREAS, Declarant, HCISD, UPC1A, and the POA desire to withdraw the Declarant Property, the HCISD Property, the UPC1A Property, and the POA Property from the Original Declaration and Declarant, and UPC1A desire to subject Declarant Property and the UPC1A Property to that certain Plum Creek Mixed-Use Master Declaration, recorded as Instrument 17035892 in the Official Public Records of Hays County, Texas (the "**Mixed-Use Declaration**")**[ANY OTHER OWNERS WILL ALSO BE ADDED HERE IF THEY WISH TO SUBJECT THEIR PROPERTY TO THE MIXED-USE DECLARATION]**; and,

WHEREAS, the Current Owners desire to assign certain rights, benefits, and obligations of the POA to the Plum Creek Mixed-Use Property Owners' Association, Inc. (the "**Mixed-Use Association**"); and,

WHEREAS, the Current Owners desire to amend and restate the Original Declaration to, among other things effectuate the withdrawal of the Declarant Property, the HCISD Property, the UPC1A Property, and the POA Property from the Original Declaration, and to facilitate the conveyance of the Pond Facilities to the City of Kyle and the assignment of certain rights, benefits, and obligations of the POA to the Mixed-Use Association, and the Current Owners desire to consent to and approve of this amendment and restatement of the Original Declaration;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THAT Declarant, with the consent of the other Current Owners, does hereby declare that the real property described in Exhibit "F", attached hereto and made a part hereof for all purposes (the PC Property, the KOP Property, and the Credit Union Property, each a "**Property**", and collectively, the "**Properties**") shall be held, transferred, sold, conveyed and occupied subject to the easements, covenants, conditions, restrictions, charges and liens hereinafter set forth, and which shall run with the Properties and shall be binding on all parties having any right, title or interest in or to the Properties or any part thereof, their heirs, successors and assigns. It is further hereby declared that each contract or deed which may be hereafter executed with regard to any Property or any portion thereof shall conclusively be held to have been executed, delivered, and accepted subject

to the following (regardless of whether or not the same are set out in the full or by reference in said contract or deed). The Declarant Property, the HCISD Property, the UPC1A Property, and the POA Property are hereby no longer encumbered by the Original Declaration and shall not be encumbered by this Amended and Restated Declaration.

ARTICLE I.
GENERAL

Section 1.01 Definitions. The recitals and defined terms above are incorporated herein and made a part hereof. In addition, the following words, when used in this Declaration, unless the context shall prohibit, shall have the following meanings:

(a) "**Declarant**" shall mean and refer to Plum Creek Development Partners, Ltd. and Mountain Plum, Ltd., and their successors and assigns, and shall include any person or entity to which Declarant may assign its rights, privileges, duties and obligations hereunder, all of which are and shall be assignable, in whole or in part. Unless otherwise indicated herein, the Declarant shall act jointly.

(b) "**Declaration**" shall mean this instrument, as it may be hereafter amended from time to time.

(c) "**Design Guidelines**" shall mean and refer to standards, restrictions, or specifications for the development of the Properties that are attached hereto as Exhibit "G". These guidelines establish standards for the exterior construction, placement, location, alteration, maintenance, or design of any Improvements.

(d) "**Developer**" shall mean and refer to any person or entity to whom any portion of the Property is sold for the purpose of constructing and/or owning improvements thereto, and their respective successors and assigns.

(e) "**Improvement**" or "**Improvements**" shall mean every building, structure and all appurtenances thereto of every type and kind, including but not limited to buildings, outbuildings, parking areas, loading areas, driveways, patios, garages, storage buildings, fences, screening wall, retaining walls, stairs, decks, landscaping, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs, exterior air conditioning equipment, water softener fixtures or equipment, and poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennas, towers and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities, and detention, drainage and filtration ponds and systems.

(f) "**Plans and Specifications**" shall mean any and all documents designed to guide or control the construction or erection of any Improvements, including but not limited to those indicating size, shape, configuration, materials, site plans, excavation and grading plans, foundation plans, drainage plans, landscaping and fencing plans, elevation drawings, floor plans, specifications for all building products and construction techniques, samples of exterior colors, plans for utility services, and all other documentation or information relevant to such Improvement.

(g) "**POA**" shall mean *Plum Creek Uptown District Property Owners' Association, Inc.,* and its successors and assigns as may from time to time be designated pursuant to a written document filed with the Hays County Clerk.

(h) "**Property**" and "**Properties**" shall have their respective meanings set forth in the recitals.

Section 1.02 Property Subject to Declaration. The real property covered by this Declaration is described in Exhibit "F". Each Property and any right, title or interest therein shall be owned, held, used, leased, sold and/or conveyed by each Developer or any subsequent property owner and any subsequent owner of all or any part thereof, subject to this Declaration and the covenants, restrictions, charges and liens set forth herein.

ARTICLE II.
GENERAL RESTRICTIONS

All of the Properties shall be owned, held, encumbered, leased, used, occupied, and enjoyed subject to the following limitations and restrictions:

Section 2.01 Antennae. No exposed antennae, satellite dish receivers or other devices designed to receive telecommunication signals, including but not limited to radio, television or microwave signals which are intended for radio communications, data transmission, cable television, network television reception or entertainment purposes, whether commercial or otherwise, may be erected or maintained upon any Property without the prior written approval of the Declarant, which approval will not be unreasonably withheld, conditioned or delayed; provided, however, that:

(i) an antenna designed to receive direct broadcast services, including direct-to-home satellite services, that is one meter or less in diameter; or

(ii) an antenna designed to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, that is one meter or less in diameter or diagonal measurement; or

(iii) an antenna that is designed to receive television broadcast signals;

(collectively, (i) through (iii) are referred to herein as the "**Permitted Antennas**") will be permitted subject to reasonable requirements as to location and screening as may be determined by the Declarant, consistent with applicable law, in order to minimize obtrusiveness as viewed from streets and adjacent property.

Section 2.02 Rubbish and Debris. No rubbish or debris of any kind shall be placed or permitted to accumulate upon any Property and no odors shall be permitted to arise therefrom so as to render such Property or any portion thereof unsanitary, unsightly, offensive, or detrimental to any other property or to its occupants. Refuse, garbage, and trash shall be kept at all times in covered containers and any such container shall be kept within an enclosed structure or appropriately screened from view.

Section 2.03 Drainage. There shall be no interference with the established drainage patterns over any of the Property, except by the City of Kyle, unless adequate provision is made for proper drainage and approved by the owners of the Properties and POA.

Section 2.04 Hazardous and/or Noxious Activities. No activities shall be conducted on any Property, and no Improvements shall be constructed on any Property, that are or might be unsafe or

hazardous to any person or property, nor shall any noxious activity be conducted on any Property. This *Section 2.04* shall not preclude the proper and lawful handling and off-site disposal of non-extra hazardous materials normally used in the conduct of any Property owner's business, nor the normal operation of any commercial activity in full compliance with all applicable governmental laws, rules, and regulations.

Section 2.05 Temporary and Prefabricated Structures. No tent, shack or other temporary building, improvement or structure shall be placed upon any Property, except that temporary structures necessary for storage of tools and equipment and for office space for architects, builders and foremen, during the process of construction approved by Declarant may be maintained with the prior approval of Declarant, such approval to include the nature, size, duration, and location of such structures. No preconstructed, prefabricated, or existing structure may be moved upon or relocated to any portion of any Property, unless approved by Declarant.

Section 2.06 Mining and Drilling. No portion of any Property shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing oil, gas or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate or earth, without the prior approval of the Declarant.

Section 2.07 Outdoor Storage. No continuous and exposed or unsightly outdoor storage of any items or materials shall be permitted in any portion of the Property without the prior written consent of either Declarant.

Section 2.08 Offensive Activities. No noxious or offensive activities shall be permitted on any part of any Property. No exterior speaker, horn, whistle, bell, or other sound device, except security devices used exclusively for security purposes, shall be located, used, or placed on any part of any Property. Activities expressly prohibited, without limitation, include (1) the use or discharge of firecrackers or other fireworks within any Property, (2) the storage of flammable liquids in excess of five gallons unless adequate safety, provision is made therefore, (3) other activities which may be reasonably offensive by reason of odor, fumes, dust, smoke, noise, vision, vibration or pollution, or which are hazardous by reason of excessive danger, fire or explosion, (4) hunting, trapping and discharge of firearms, or (5) activities which materially and adversely affect the health, safety, or property values of the Properties.

Section 2.09 Construction Design and Approvals. The exterior design and construction of any and all improvements to be placed on the Property require the prior written approval of the POA, such approval not to be unreasonably withheld, conditioned, or delayed. In addition, the Owners hereby agree that the Mixed-Use Association shall also have the right of limited architectural review over any improvements to be constructed on the Property in the future to ensure such improvements are constructed in conformity with the requirements of the Design Guidelines. All Plans and Specifications, including but not limited to: (a) architectural and landscaping design and construction; (b) construction of the exterior of any building, fence, wall, road, trail, path, parking facility or other structure; (c) any exterior addition, change, or alteration in any building, fence, wall, road, trail, path, parking facility or other structure; (d) exterior lighting and signage; and (e) any landscaping, drainage or grading of the Property shall be submitted to the POA and the Mixed-Use Association for their review and approval. Plans and Specifications are not approved for engineering or structural design or quality of materials, and by approving such Plans and Specifications the neither the POA nor the Mixed-Use Association assumes any liability or responsibility therefore, or for any defect in any structure constructed from such Plans and Specifications, or for the failure of the Plans and Specifications to comply with this Declaration or applicable governmental laws, rules, codes, regulations and ordinances.

Section 2.10 Construction Materials. During and after construction of any Improvement, no construction materials shall be stored in or upon streets.

Section 2.11 Underground Utility Lines. No utility lines, including, but not limited to, wires or other devices for the communication or transmission of telephone or electric current or power, cable television or any other type of line or wire shall be erected, placed, or maintained anywhere in or upon any part of any Property unless the same shall be contained in conduit or cables installed and maintained underground or concealed in, under or on buildings or other structures as approved in writing by the POA and the Mixed-Use Association, as applicable; provided, however, that no provision hereof shall be deemed to forbid the erection of temporary power or telephone structures incident to the construction of buildings or structures which have been previously approved in writing by the Declarant. The installation method, including, but not limited to, location, type of installation equipment, trenching method and other aspects of installation, for both temporary and permanent utilities shall be included in the Plans and Specifications and approved in writing by the POA and the Mixed-Use Association, as applicable.

Section 2.12 General. No Property may be put to any use which is contrary to this Declaration or any governmental laws, rules, ordinances, statutes, and regulations, including but not limited to applicable environmental laws, rules, ordinances, statutes, and regulations.

ARTICLE III.
COVENANTS

Section 3.01 Use Limitations. The following uses shall not be permitted:

(a) Overnight parking of campers, mobile homes, boats, trailers, recreational vehicles or motor homes;

(b) Junk yards, automotive wrecking yards, salvage yards, vehicle or equipment disassembly, or businesses engaged in the storage, sale, dismantling or other processing or used or waste materials;

(c) Adult bookstores, adult arcades, adult theater, adult novelty shops, adult encounter parlor, nude modeling studio, adult cabarets or lounges, or any other commercial enterprise which holds itself out to be primarily in the business of offering a service which is distinguished or characterized by an emphasis on matter depicting, describing or relating to specified sexual activities or specified anatomical areas, to the exclusion of matter which is of redeeming social value;

(d) Quarries, borrow pits, sand and gravel operations, oil and gas extractions, and mining operations, or other on-site extraction of surface or subsurface mineral products or natural resources;

(e) Stockyards, animal sales, auction yards, or the temporary keeping of livestock for slaughter market or shipping;

(f) In the event a veterinary clinic or animal boarding facility is located on the Property, all animals will be housed completely within an enclosed structure containing solid walls, flooring and roof. All noise and/or odors will be confined within such structure;

(g) Any use which would create any dangerous, injurious, noxious, or otherwise reasonably objectionable noise, glare, smoke, dust or other form of air pollution, liquid or solid refuse or waste or other substance so as to materially and adversely affect any use within any Property or the vicinity of any Property; or,

(h) Any use which violates any section of this Declaration or is contrary to or in violations of any governmental laws, rules, ordinances, statutes, and regulations.

Section 3.02 Exterior Illumination. Illumination will be required on all parking areas and walkways between buildings and parking areas unless otherwise waived or modified by the POA and the Mixed-Use Association, as applicable. Such illumination must conform to plans reasonably approved by the POA and the Mixed-Use Association, as applicable, and shall be placed so as not to constitute a hazard to vehicular traffic or to constitute a nuisance to or cause interference with adjacent properties.

Section 3.03 Design and Construction Standards. The objective of these construction standards is to obtain consistency and quality in architectural design to protect and enhance values in the Property. The positioning of any Improvement on any part of the Property is subject to the approval of a POA and the Mixed-Use Association (pursuant to their limited right of approval as set forth under *Section 2.09*) , and the POA and the Mixed-Use Association reserves the right to determine the precise location of any Improvement on any part of the Property in its reasonable discretion. To maintain consistency, yet permit interest and variety and the use of new materials as they may develop, all structures shall meet the following requirements (except as may be reasonably modified from time to time by the POA and the Mixed-Use Association, as applicable):

(a) Exterior building materials and colors must be approved by the POA and the Mixed-Use Association, as applicable;

(b) The use of various roofing materials within the Property shall be permitted; however, no roofing materials shall be used without first obtaining the POA's and the Mixed-Use Association's, as applicable, approval of same. The POA and the Mixed-Use Association, as applicable, will approve only roofing materials that are of high grade and quality and that are consistent with the exterior design, color and appearance of other improvements within the Property;

(c) Construction must conform to Plans and Specifications submitted to and approved by the POA and the Mixed-Use Association, as applicable, prior to construction of any type. Factors to be considered by the Mixed-Use Association in approving building materials and Plans and Specifications shall be whether or not such Plans and Specifications comply with the Design Guidelines. Factors to be considered by the POA in approving building materials and Plans and Specifications may include but shall not be limited to whether the plans meet the following criteria:

(i) Provide adequate fire protection systems as may be required by the City of Kyle;

(ii) Provide for all underground utilities (public and private);

(iii) Preserve the quality and atmosphere of the area and do not detract from adjacent property;

(iv) Do not include exterior fire escapes;

(v) Do not make extensive use of highly reflective or mirrored glass; and

(vi) Conform to the provisions of this Declaration and the Design Guidelines.

(d) The sorting, handling, moving, storing, removing, and disposing of all trash and waste materials must be housed or screened in a manner approved by the POA and the Mixed-Use Association, as applicable, at the time the Plans and Specifications are submitted. Not more than one (1) waste receptacle area shall be permitted for each building, unless a greater number is approved by the POA and the Mixed-Use Association, as applicable, and is justified by a building of an unusual shape, use or configuration, it being the intention of the POA and the Mixed-Use Association to encourage the use of trash compactors and to reduce the number of trash dumpsters used within the Property. All facilities and plans for the disposal of wastes other than by public sewage methods (such as shredding, compaction, incineration, reclamation or chemical dissolution) must be approved by the POA and the Mixed-Use Association, as applicable, at the time the Plans and Specifications were submitted;

(e) Each kitchen facility within a commercial building or complex of buildings shall contain a water flushing garbage grinder disposal and grease trap to the extent required by the City of Kyle;

(f) All structures shall be equipped with gutters, downspouts, and/or other drainage conveyances. All surface drainage, including roof drainage of buildings, shall be designed to conform to the overall drainage of the Property;

(g) No excavation shall be made except in conjunction with construction of an improvement, repairs to an improvement or landscaping. During construction appropriate erosion controls shall be installed and maintained, and when such Improvement is completed all exposed openings shall be backfilled and graded;

(h) All lighting in parking and driveway areas shall be approved by the POA and the Mixed-Use Association, as applicable;

(i) Chain link or other wire fabric fences will not be allowed except temporarily as a container at construction sites;

(j) All reasonable precautions must be taken to preserve existing trees on the Property;

(k) Once commenced, construction shall be diligently pursued to the end and in no event shall any structure remain unfinished for more than one (1) year after construction has commenced; and,

(l) All construction shall comply with all applicable governmental laws, ordinances, rules, and regulations, and shall have received all required governmental permits or approvals.

Section 3.04 Existing Improvements. Notwithstanding any provision in this Declaration to the contrary, all Improvements existing on the Property as of the date of the recording of this Declaration are

deemed approved by the Declarant and the POA in accordance with the provisions herein. Any plans for renovation or changes to existing Improvements shall be subject to approval by the Mixed-Use Association in accordance with this Declaration.

ARTICLE IV.
MAINTENANCE OF PROPERTY

Section 4.01 Duty of Maintenance. Developer and occupants (including lessees) of any part of the Property shall have the duty and responsibility, at their sole cost and expense, to keep that part of the Property so owned or occupied by them, including Improvements and grounds or drainage easements or rights-of-way incident thereto or in connection therewith, in a well-maintained, safe, clean and attractive condition at all times. Such maintenance includes but is not limited to:

(a) Prompt removal of all litter, trash, dead vegetation, refuse and wastes, including any such items resulting from storm, flood or other casualty;

(b) Pruning of trees and shrubs;

(c) Watering landscaped areas;

(d) Keeping exterior lighting and mechanical facilities in working order;

(e) Keeping lawn and garden areas alive, free of weeds and attractive;

(f) Keeping parking areas, driveways and roads in good repair;

(g) All painted Improvements and other painted structures on the Property shall be repainted as often as is reasonably necessary to ensure the attractiveness and aesthetic quality of the Property or Improvement; and,

(h) Developer may, at its sole cost and expense, install underground landscape irrigation system on such Developer's Property where appropriate.

Section 4.02 Enforcement. If, in the reasonable opinion of the POA, the Developer, any owner of a part of the Property, or any occupant/lessee of any part of the Property has failed in any of the foregoing duties or responsibilities or in any of the duties, obligations and responsibilities set forth elsewhere in this Declaration, then the POA may give such person written notice of such failure and such person must within thirty (30) days after receiving such notice, perform the care and maintenance required. Should any such person fail to fulfill this duty and responsibility within such period, then the Declarant or the POA, as applicable, through either such party's applicable authorized agent or agents, shall have the right and power, but not the duty, to enter onto the premises and perform such care and maintenance without any liability for damages for wrongful entry, trespass or otherwise to any person. In addition to those enforcement provisions set forth in this *Section 4.02*, the POA shall also have the right but not the duty to seek injunctive or other relief provided or allowed by law against such violation and to recover from the owner of the Property all its expenses and costs in connection therewith, including but not limited to, reasonable attorney's fees and costs or court. The Developer and occupants (including lessees) of any part of the Property on which such work is performed shall jointly and severally be liable for the cost of such work and shall promptly reimburse the POA for such cost. If Developer or its occupants/lessees shall fail to reimburse the POA within thirty (30) days after receipt of a statement for

such work from the POA then said indebtedness shall be a debt of all of said persons jointly and severally and shall constitute a lien against that portion of the Property on which said work was performed. The Mixed-Use Association shall have the right but not the duty to seek damages for, injunctive, or other relief allowed by law against any violation by any Owner of the Mixed-Use Association's rights of architectural review under this Declaration and to recover from the owner of the Property all its expenses and costs in connection therewith, including but not limited to, reasonable attorney's fees and costs or court. Every act or omission whereby any provision of this Declaration is violated, in whole or in part, is hereby declared to be a nuisance and may be enjoined or abated by the POA, the Mixed-Use Association, any Developer, or any owner. The failure to enforce any provision of this Declaration at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of this Declaration.

Section 4.03 Stormwater Drainage Easement. Declarant hereby reserves, on behalf of Declarant and Declarant's agents, contractors, licensees, invitees, grantees, employees, representatives, successors and assigns a perpetual, non-revocable, and non-exclusive easement over, under, through, and across the Property for the conveyance of stormwater to the Pond Facilities (the "**Stormwater Drainage Easement**"). The easement reserved herein shall be assignable by the Declarant. Each Owner shall be responsible for the ongoing maintenance, inspection, and replacement of or repair to the stormwater drainage pipes and conduits, and other associated fixtures, equipment and drainage facilities (collectively, the "**Drainage Facilities**") located on such Owner's Property at such Owner's sole cost and expense, and to keep the Drainage Facilities in good condition and in compliance with all applicable legal requirements.

ARTICLE V.
MAINTENANCE FEES

Section 5.01 Maintenance Fund.

(a) Pond Maintenance. Each Property shall be subject to a monthly maintenance charge (the "**Pond Assessment**") to be used for the purpose of repairing, maintaining, and replacing that portion of the storm water detention pond and related facilities located on those certain tracts of land more particularly described on Exhibit "E" attached hereto and made a part hereof for all purposes (collectively, the "**Pond Facilities**") that the POA is responsible for maintaining pursuant to the *Declaration of Easements, Restrictive Covenant, and Maintenance Agreement as to the Heroes Memorial Tract* entered into or to be entered into between the POA and the City of Kyle (the "**Maintenance Declaration**") and as identified therein as the Core Drainage Improvements.

(b) Joint Alley Maintenance. Each Property shall be subject to a monthly maintenance charge (the "**JUAE Assessment**") to be used for the purpose of repairing, maintaining, and replacing the joint use alley on that certain tract of land more particularly described on Exhibit "H" attached hereto and made a part hereof (the "**Joint Alley**").

(c) Pond and JUAE Assessment. The amount of the monthly Pond Assessment and JUAE Assessment shall be determined by the POA or its assignee in its sole discretion, so long as the Pond Assessment and the JUAE Assessment collectively shall not exceed Five Hundred Dollars ($500.00) per year, unless such Pond Assessment or JUAE Assessment is being levied to pay for capital costs expended to maintain the Pond Facilities or Joint Alley or to maintain an appropriate replacement reserve. The POA or its assignee shall collect the Pond Assessment and JUAE Assessment and maintain control over the maintenance fund and administer same. The Pond Assessment and the JUAE Assessment shall be paid monthly in advance by the first (1st) day of each month or such other deadlines as the POA

or its assignee shall determine as to be applied to all owners in the Property. Each such Pond Assessment and JUAE Assessment not paid when due shall incur a late fee of $50.00 or five percent (5%) of the amount due, whichever is greater. Each such Pond Assessment, JUAE Assessment, and late fee, if not paid when due, will be charged interest at the highest legal rate as permitted by Texas law, together with the costs of collection, including reasonable attorney's fees, shall be the personal obligation of the Developer, and shall be secured by a lien as provided herein. To secure the payment of the Pond Assessment and the JUAE Assessment to be levied on the Property, there is reserved in each Deed (whether specifically stated therein or not) by which Declarant conveyed such Property, a Vendor's Lien for the benefit of the POA or its assignee. Said liens are to be enforceable through appropriate proceedings at law by the POA or its assignee; provided, however, that each such lien shall be secondary, subordinate, and inferior to all liens, present and future, given, granted and created by or at the instance and request of the Developer to secure the payment of monies advanced or to be advanced on account of the construction or improvements on the Property to the extent of any such Pond Assessment accrued and unpaid prior to foreclosure of any such construction lien.

(d) Common Area Maintenance. Each lot or tract in the Property shall also be subject to a monthly maintenance charge (the "**POA Assessment**") to be used for the purpose of, among other things, maintenance and installation of common or public areas in or serving the Property, the payment of ad valorem taxes on such common areas, charitable causes, cost of administration of the fund and other purposes necessary or desirable in the opinion of the POA to maintain, benefit or improve property in the Property of which it reasonably considers to be a general benefit to the owners or occupants. The amount of the POA Assessment shall be set by the POA, may be set at a per lot, acreage or square footage of building space as the POA shall determine in its sole discretion, but in no event shall the amount paid by any Property owner be less than $50.00 per month. The POA shall collect the POA Assessment and maintain control over the maintenance fund and administer same. The POA shall have the sole discretion as to how such money shall be used to comply with the provisions of this Article. The POA Assessment shall be paid monthly in advance (unless the POA determines such other basis as to be applied to all owners in the Property) by the first (1st) day of each month or such other deadlines as the POA shall determine as to be applied to all owners in the Property. The POA will be governed by its Certificate of Formation and Bylaws, true and correct copies of the current versions of which are attached hereto as Exhibit "I" and Exhibit "J", respectively. Each such POA Assessment not paid when due shall incur a late fee of $50.00 or five percent (5%) of the amount due, whichever is greater. Each such POA Assessment and late fee, if not paid when due, will be charged interest at the highest legal rate as permitted by Texas law, together with the costs of collection, including reasonable attorney's fees, shall be the personal obligation of the Developer, and shall be secured by a lien as provided herein. To secure the payment of the POA Assessment to be levied on the Property, there is reserved in each Deed (whether specifically stated therein or not) by which Declarant conveyed such Property, a Vendor's Lien for the benefit of the POA. Said liens are to be enforceable through appropriate proceedings at law by the POA; provided, however, that each such lien shall be secondary, subordinate, and inferior to all liens, present and future, given, granted and created by or at the instance and request of the Developer to secure the payment of monies advanced or to be advanced on account of the construction or improvements on the Property to the extent of any such POA Assessment accrued and unpaid prior to foreclosure of any such construction lien. **[THIS ASSESSMENT WOULD ONLY BE NECESSARY IF THE POA IS NOT TERMINATED.]**

Section 5.02 Term of Maintenance Fees. The Pond Assessment, the JUAE Assessment, and the POA Assessment will remain effective from the conveyance of the applicable portion of the Property by Declarant to a Developer through the full term (and extended term, if applicable) of this Declaration. Developer may not waive or otherwise escape liability for payment of either the Pond Assessment, the

JUAE Assessment, and the POA Assessment provided for herein by non-use of the Pond, the Joint Alley, or any other applicable common area, or abandonment of the Property.

ARTICLE VI.
MISCELLANEOUS PROVISIONS

Section 6.01 Duration. This Declaration and the covenants, restrictions, charges and liens set out herein shall run with and bind the land and shall inure to the benefit of and be enforceable by the POA (as to *Article V*), the Declarant, each owner, and every owner of any part of the Property, including Developer, and their respective legal representatives, heirs, successors and assigns, for a term beginning on the date this Declaration is recorded and continuing through and including December 31, 2030, after which time said covenants shall be automatically extended for successive periods of ten (10) years.

Section 6.02 Notices. Any notice permitted or required to be given by this Declaration shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered on the third (3rd) day (other than a Sunday, Saturday, or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the person at the address given by such person to the Declarant for the purpose of service of notices or to the residence of such person if no address has been given to the Declarant. Such address may be changed from time to time by notice in writing given by such person to the Declarant.

Section 6.03 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate their purposes of creating a uniform plan for the development and operation of the Property. This Declaration shall be construed and governed under the laws of the State of Texas.

Section 6.04 Construction Activities. This Declaration shall not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of Improvements by Developer. Specifically, no such construction activities shall be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that such construction is pursued to completion with reasonable diligence, is in compliance with the provisions of this Declaration, and conforms to usual construction practices in the area. In the event of any dispute regarding such matters, a temporary waiver of the applicable provision of this Declaration, including but not limited to any provision prohibiting temporary structures, may be granted by a Declarant, provided that such waiver shall be only for the reasonable period of such construction.

Section 6.05 Assignment by Developer. The rights and obligations of each Developer herein are deemed to be appurtenant to the portion of the Property owned by the Developer and shall automatically be transferred to and inure to the benefit of any subsequent owners of any such portions. Notwithstanding anything in this Declaration to the contrary, Declarant may assign, in whole or in part, any of its privileges, exemptions, rights and duties under this Declaration to any other person and may permit the participation, in whole or in part, by any other person in any of its privileges, exemptions, rights and duties hereunder upon the prior written approval of Declarant.

Section 6.06 Enforcement and Nonwaiver. Except as otherwise provided herein, Declarant, any Developer, the POA, or any owner at their own expense, shall have the right to enforce all of the provisions of this Declaration. Such right of enforcement shall include both damages for and injunctive relief against the breach of any such provision. Every act or omission whereby any provision of this

Declaration is violated, in whole or in part, is hereby declared to be a nuisance and may be enjoined or abated by the POA, any Developer, or any owner. The failure to enforce any provision of this Declaration at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of this Declaration.

Section 6.07 Construction. The provisions of this Declaration shall be deemed independent and severable and the invalidity or partial invalidity of any provision or portion hereof shall not affect the validity or enforceability of any other provision. If any paragraph, section, sentence, clause or phrase of this Declaration shall be or become illegal, null or void for any, reason or shall be held by any court of competent jurisdiction to be illegal, null or void, the remaining paragraphs, sections, sentences, clauses or phrases of this Declaration shall continue in full force and effect and shall not be affected thereby. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise effect that which is set forth in any of the paragraphs, sections, or articles hereof. It is specifically understood that all decisions, determinations, consents, and approvals provided hereunder for or with respect to any matter and by any person or entity shall not be unreasonably withheld, conditioned, or delayed

Section 6.08 Amendment. This Declaration may be amended or terminated by the Recording of an instrument setting forth the amendment executed and acknowledged by all the Owners of the Properties. Each Owner shall not unreasonably withhold, condition, or delay its consent to an amendment or termination of this Declaration so long as such amendment or termination would not be adverse to its interest or in any way limit such Owner's use of its Property. Notwithstanding the foregoing, any amendment to this Section or *Sections 1.01 (c)* and *(e)*, *2.09, 2.011, 3.02, 3.03, 3.04, 4.02, 5.01 (a)* through *(c), 5.02,* or Exhibit "G", must be approved in advance and in writing by the Mixed-Use Association, and any amendment to any provision related to or setting forth rights of the Declarant, including but not limited to *Section 4.02, Section 4.03, Section 6.06,* and Exhibit "G", must be approved in advance and in writing by the Declarant.

[*Signatures on following pages*]

EXECUTED as of the ____ day of _____, 2021.

DECLARANT:

PLUM CREEK DEVELOPMENT PARTNERS, LTD.,
a Texas limited partnership

By: PCDP General Partner, LLC, a Texas limited liability company, its General Partner

By: _____
Richard B. Negley, Manager

By: _____
Thomas Smith, Manager

By: MountainCityLand, LLC,
a Texas limited liability company

By: _____
Name: Laura Negley Gill
Title: Manager

[ACKNOWLEDGEMENTS ON FOLLOWING PAGE]

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2021, by Richard B. Negley, Manager of PCDP General Partner, LLC, a Texas limited liability company, General Partner of Plum Creek Development Partners, Ltd., a Texas limited partnership, on behalf of said limited liability company and limited partnership.

_____

(seal) Notary Public, State of Texas

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2021, by Thomas Smith, Manager of PCDP General Partner, LLC, a Texas limited liability company, General Partner of Plum Creek Development Partners, Ltd., a Texas limited partnership, on behalf of said limited liability company and limited partnership.

_____

(seal) Notary Public, State of Texas

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2021, by Laura Negley Gill, Manager of MountainCityLand, LLC, a Texas limited liability company, Manager of PCDP General Partner, LLC, a Texas limited liability company, General Partner of Plum Creek Development Partners, Ltd., a Texas limited partnership, on behalf of said limited liability companies and limited partnership.

_____

(seal) Notary Public, State of Texas

DECLARANT:

MOUNTAIN PLUM, LTD., a Texas limited partnership

By: MP General, L.L.C., a Texas limited liability company, its General Partner

By: _____
Richard B. Negley, Manager

By: _____
Thomas Smith, Manager

By: MountainCityLand, LLC,
a Texas limited liability company, its manager

By: _____
Name: Laura Negley Gill
Title: Manager

[ACKNOWLEDGEMENTS ON FOLLOWING PAGE]

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2021, by Richard B. Negley, Manager of MP General, L.L.C., a Texas limited liability company, General Partner of Mountain Plum, Ltd., a Texas limited partnership, on behalf of said limited liability company and limited partnership.

_____

(seal) Notary Public, State of Texas

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2021, by Thomas Smith, Manager of MP General, L.L.C., a Texas limited liability company, General Partner of Mountain Plum, Ltd., a Texas limited partnership, on behalf of said limited liability company and limited partnership.

_____

(seal) Notary Public, State of Texas

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2021, by Laura Negley Gill, Manager of MountainCityLand, LLC, a Texas limited liability company, Manager of MP General, L.L.C., a Texas limited liability company, General Partner of Mountain Plum, Ltd., a Texas limited partnership, on behalf of said limited liability company and limited partnership.

_____

(seal) Notary Public, State of Texas

EXECUTED as of the ____ day of _____, 2021.

PC OPERATING PARTNERS:

PC OPERATING PARTNERS, LTD.,
a Texas limited partnership

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF §

Before me, the undersigned authority, on this day personally appeared _____ of PC Operating Partners, Ltd., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that [s]he executed the same in the capacity and for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2021.

_____
Notary Public, State of Texas

EXECUTED as of the ____ day of _____, 2021.

KOP PLUM CREEK:

KOP PLUM CREEK LP,
a Texas limited partnership

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF §

Before me, the undersigned authority, on this day personally appeared _____ of KOP Plum Creek LP, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that [s]he executed the same in the capacity and for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2021.

_____
Notary Public, State of Texas

EXECUTED as of the ____ day of _____, 2021.

KOP PLUM CREEK:

RICO RUNNER PLUM CREEK, L.P.,
a Texas limited partnership

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF §

Before me, the undersigned authority, on this day personally appeared _____ of Rico Runner Plum Creek, L.P., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that [s]he executed the same in the capacity and for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2021.

_____
Notary Public, State of Texas

EXECUTED as of the ____ day of _____, 2021.

CREDIT UNION:

A+ FEDERAL CREDIT UNION,
a federal credit union

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF §

Before me, the undersigned authority, on this day personally appeared _____ of A+ Federal Credit Union, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that [s]he executed the same in the capacity and for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2021.

_____
Notary Public, State of Texas

EXECUTED as of the ____ day of _____, 2021.

HCISD:

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, an independent school district and political subdivision of the State of Texas

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF §

Before me, the undersigned authority, on this day personally appeared _____ of Hays Consolidated Independent School District, known to One to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that [s]he executed the same in the capacity and for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2021.

_____
Notary Public, State of Texas

EXECUTED as of the ____ day of _____, 2021.

UPC1A:

UPTOWN AT PLUM CREEK PHASE 1A LLC,
an Oklahoma limited liability company

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF §

Before me, the undersigned authority, on this day personally appeared _____ of Uptown at Plum Creek Phase 1A LLC, an Oklahoma limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that [s]he executed the same in the capacity and for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2021.

_____
Notary Public, State of Texas

EXECUTED as of the ____ day of _____, 2021.

POA:

PLUM CREEK UPTOWN DISTRICT PROPERTY OWNERS' ASSOCIATION, INC.,
a Texas nonprofit corporation

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2021, by _____, who is known to me in his/her capacity as _____ of the PLUM CREEK UPTOWN DISTRICT PROPERTY OWNERS' ASSOCIATION, INC., a Texas nonprofit corporation, on behalf of said entity.

_____

(seal) Notary Public, State of Texas

EXHIBIT "A"
Declarant Property

Approximate 64.397 acres and approximate 11.375 acres described below, SAVE AND EXCEPT the following tracks:

1. Lot 1, Block A, PLUM CREEK, PHASE II, SECTION 1A, a subdivision in Hays County, Texas, according to the map or plat thereof recorded in Cabinet 14, Pages 225-226, Plat Records of Hays County, Texas, owned by PC Operating Partners;

2. Approximately .578 acres owned by PC Operating Partners and described on Exhibit "B-2";

3. Approximately 1.546 acres and .122 acres owned by HCISD and described on Exhibit "C";

4. Lot 2, Block A, of PLUM CREEK, PHASE II, SECTION 1A, a subdivision in Hays County, Texas, according to the map or plat thereof recorded in Cabinet 14, Pages 225-226, Plat Records of Hays County, Texas, owned by Credit Union;

5. Lot 1, Block B, PLUM CREEK, PHASE II, SECTION 1A, a subdivision in Hays County, Texas, according to the map or plat thereof recorded in Cabinet 14, Pages 225-226, Plat Records of Hays County, Texas, owned by KOP Plum Creek and made subject to the Regime;

6. Approximately 12.650 acres, 1.394 acres, and 2.017 acres owned by Uptown at Plum Creek Phase 1A LLC and described on Exhibit "D";

7. Approximately 4.857 acres owned by the POA and described on Exhibit "E";

8. Approximately 2.254 acres out of 3.446 acres of right-of way dedicated map or plat entitled *Plum Creek, Phase II, Section 1A* and recorded under Volume 14, Page 225 of the Official Public Records of Hays County, Texas, said 2.254 acres being the number of acres within the right-of-way encumbered by the Original Declaration; and,

9. Approximately 0.370 acres and approximately 0.370 acres of land granted to the City of Kyle, Texas, in the Right of Way Public Dedication Deed recorded July 10, 2020 under Document 20028316 of the Official Public Records of Hays County, Texas.

64.397 acres

64.397 Acres
M.M. McCarver League, Sur. 4, A-10
Hays County, Texas

LAI Job No. 070605
PN0886(kk)
Page 1 of 8

FIELD NOTES DESCRIPTION

DESCRIPTION OF 64.397 ACRES OF LAND IN THE M.M. MCCARVER LEAGUE SURVEY NO. 4, A-10, HAYS COUNTY, TEXAS; BEING A PORTION OF THE CALLED 983.99 ACRE TRACT DESCRIBED AS TRACT 2 OF EXHIBIT "A" IN A DEED WITHOUT WARRANTY TO MOUNTAIN PLUM, LTD. OF RECORD IN VOLUME 2297, PAGE 139, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 64.397 ACRE TRACT OF LAND, AS SURVEYED BY LOOMIS AUSTIN, INC. AND SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½-inch iron rod with plastic cap stamped "LAI" previously set at the intersection of the current north right-of-way line of Kohlers Crossing (a.k.a. Hays County Road No. 171) and the west right-of-way line of F.M. Highway 1626, same being in the west line of that certain 28.91 acre tract described in the deed to the City of Kyle, Texas, of record in Volume 1871, Page 236, Official Public Records of Hays County, Texas, for the northeast corner of a called 0.254 acre right-of-way dedication described as Parcel No. 3, Tract 3 in a deed to The City of Kyle, Texas of record in Volume 3220, Page 508, Official Public Records of Hays County, Texas, and for the eastern southeast corner and POINT OF BEGINNING of the tract described herein;

THENCE S 88° 53' 16" W, with the current north right-of-way line of said Kohlers Crossing, same being the north line of the said 0.254 acre right-of-way dedication, a distance of 541.72 feet to a ½-inch iron rod with plastic cap stamped "LAI" previously set in the east line of a called 10.00 acre tract described in a deed to Hays Consolidated Independent School District of record in Volume 2029, Page 661, Official Public Records of Hays County, Texas, for the northwest corner of the said 0.254 acre right-of-way dedication, same being the northeast corner of a called 0.273 acre right-of-way dedication described as Parcel No. 8, in a deed to The City of Kyle, Texas of record in Volume 3226, Page 168, Official Public Records of Hays County, Texas, and for the eastern southwest corner of the tract described herein;

THENCE N 01° 06' 44" W, with the east line of the said 10.00 acre tract, a distance of 410.03 feet to a ½-inch iron rod with plastic cap stamped "LAI" previously set for the southwest corner of a called 0.0238 acre tract described as Exhibit "A" in a deed to Hays Consolidated Independent School District of record in Volume 2857, Page 753, Official Public Records of Hays County, Texas, and for a re-entrant corner of the tract described herein;

THENCE N 88° 53' 16" E, with the south line of the said 0.0238 acre tract, at a distance of 15.00 feet pass a ½-inch iron rod with plastic cap stamped "LAI" previously set for the southeast corner of the said 0.0238 acre tract, same being the southern southwest corner of a called 1.2623 acre tract described in a deed to Hays Consolidated Independent School District of record in Volume 2029, Page 668, Official Public Records of Hays County, Texas, and continuing with the south line of the said 1.2623 acre tract for a total distance of 77.13 feet to a ½-inch iron rod with plastic cap stamped "LAI" previously set for an angle point;

THENCE with the southeast, east, northeast, north and west lines of the said 1.2623 acre tract, the following five (5) courses and distances:

1. N 58° 53' 16" E, a distance of 157.42 feet to a ½-inch iron rod with plastic cap stamped "LAI" previously set for the southeast corner of the said 1.2623 acre tract,

WEST\293857439.1

2. N 01° 06' 44" W, a distance of 172.58 feet to a ½-inch iron rod with plastic cap stamped "LAI" previously set for the northeast corner of the said 1.2623 acre tract,

3. N 61° 06' 44" W, a distance of 157.42 feet to a ½-inch iron rod with plastic cap stamped "LAI" previously set for an angle point,

4. S 88° 53' 16" W, a distance of 62.13 feet to a ½-inch iron rod with plastic cap stamped "LAI" previously set for the northern northwest corner of the said 1.2623 acre tract, and

5. S 01° 06' 44" E, a distance of 69.54 feet to a ½-inch iron rod with plastic cap stamped "LAI" previously set for the northeast corner of a called 0.0606 acre tract described as Exhibit "B" in a deed to Hays Consolidated Independent School District of record in Volume 2857, Page 753, Official Public Records of Hays County, Texas, for an interior south corner of the tract described herein;

THENCE S 88° 53' 16" W, with the north line of the said 0.0606 acre tract, a distance of 15.00 feet to a ½-inch iron rod with plastic cap stamped "LAI" previously set for the northwest corner of the said 0.0606 acre tract, same being the northeast corner of the said 10.00 acre tract, for an angle point in the south line of the tract described herein;

THENCE S 88° 50' 25" W, with the north line of the said 10.00 acre tract, a distance of 465.45 feet to a ½-inch iron rod with plastic cap stamped "LAI" previously set in the east line of a called 11.375 acre tract described in a deed to Plum Creek Development Partners, Ltd. of record in Volume 3311, Page 508, Official Public Records of Hays County, Texas, for an interior southwest corner of the tract described herein;

THENCE with the east, north and west lines of the said 11.375 acre tract, the following five (5) courses and distances:

1. N 00° 32' 48" W, a distance of 70.00 feet to a ½-inch iron rod with plastic cap stamped "LAI" previously set for the northeast corner of the said 11.375 acre tract, for a re-entrant corner of the tract described herein,

2. S 88° 50' 25" W, a distance of 360.00 feet to a ½-inch iron rod with plastic cap stamped "LAI" previously set for the northern northwest corner of the said 11.375 acre tract, for a re-entrant corner of the tract described herein,

3. S 01° 09' 35" E, a distance of 70.00 feet to a ½-inch iron rod with plastic cap stamped "LAI" previously set for a re-entrant corner of the said 11.375 acre tract and an interior southeast corner of the tract described herein,

4. S 88° 50' 25" W, a distance of 563.86 feet to a ½-inch iron rod with plastic cap stamped "LAI" previously set for the western northwest corner of the said 11.375 acre tract for a re-entrant corner of the tract described herein, and

5. S 00° 44' 56" E, a distance of 678.27 feet to a ½-inch iron rod with plastic cap stamped "LAI" previously set in the current north right-of-way line of said Kohlers Crossing, same being the north line of a called 0.171 acre right-of-way dedication described as Parcel No. 3, Tract 1, in a deed to The City of Kyle, Texas of record in Volume 3220,

Page 508, Official Public Records of Hays County, Texas, for the southern southeast corner of the tract described herein;

THENCE with the current north right-of-way line of said Kohlers Crossing, same being the north line of the said 0.171 acre right-of-way dedication, the following two (2) courses and distances:

1. S 88° 49' 05" W, a distance of 32.71 feet to a ½-inch iron rod with plastic cap stamped "LAI" previously set for an angle point, and

2. S 87° 37' 32" W, a distance of 344.54 feet to a ½-inch iron rod with plastic cap stamped "LAI" set for the western southwest corner of the tract described herein;

THENCE crossing the said 983.99 acre tract, the following eight (8) courses and distances:

1. N 02° 22' 28" W, a distance of 827.73 feet to a ½-inch iron rod with plastic cap stamped "LAI" set for point of curvature,

2. with the arc of a curve to the right having a radius of 400.00 feet, an arc length of 178.69 feet and a chord of which bears N 10° 25' 25" E a distance of 177.21 feet to a ½-inch iron rod with plastic cap stamped "LAI" set for a point of tangency,

3. N 23° 13' 18" E, a distance of 963.35 feet to a ½-inch iron rod with plastic cap stamped "LAI" set for the northwest corner of the tract described herein,

4. S 66° 46' 42" E, a distance of 457.41 feet to a ½-inch iron rod with plastic cap stamped "LAI" set for a point of curvature,

5. with the arc of a curve to the left having a radius of 400.00 feet, an arc length of 170.21 feet and a chord of which bears S 78° 58' 09" E a distance of 168.93 feet to a ½-inch iron rod with plastic cap stamped "LAI" set for a point of tangency,

6. N 88° 50' 25" E, a distance of 1167.26 feet to a ½-inch iron rod with plastic cap stamped "LAI" set for a point of curvature,

7. with the arc of a curve to the right having a radius of 800.00 feet, an arc length of 67.97 feet and a chord of which bears S 88° 43' 33" E a distance of 67.95 feet to a ½-inch iron rod with plastic cap stamped "LAI" set for a point of tangency, and

8. S 86° 17' 31" E, a distance of 173.33 feet to a ½-inch iron rod with plastic cap stamped "LAI" set in the west right-of-way line of said F.M. 1626, same being the west line of the said 28.91 acre tract, for the northeast corner of the tract described herein;

THENCE with the west right-of-way line of said F.M. 1626, same being the west line of the said 28.91 acre tract, the following four (4) courses and distances:

1. S 03° 42' 29" W, a distance of 868.41 feet to a calculated point of curvature from which a Type 2 Texas Department of Transportation monument bears S 60° 08' E a distance of 0.23 feet,

2. with the arc of a curve to the left having a radius of 2964.78 feet, an arc length of 381.54 feet and a chord of which bears S 00° 01' 17" W a distance of 381.27 feet to a calculated point of tangency from which a Type 2 Texas Department of Transportation monument bears S 68° 44' E a distance of 0.17 feet,

3. S 03° 39' 40" E, a distance of 347.53 feet to a ½-inch iron rod with plastic cap stamped "LAI" previously set from which a Type 2 Texas Department of Transportation monument bears N 82° 45' E a distance of 0.21 feet, and

4. S 42° 46' 53" W, a distance of 39.16 feet to the **POINT OF BEGINNING** and containing 64.397 acres of land, more or less.

BEARING BASIS: Texas Coordinate System, South Central Zone, NAD83, Grid.
LAI WORD FILE: FN0886(kls)

THE STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS
COUNTY OF TRAVIS	§	

That I, John D. Barnard, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during the month of February, May, September, December 2007, and January 2008, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas on this 31st of January, 2008, A.D.

Loomis Austin, Inc
Austin, Texas 78746

John D. Barnard
Registered Professional Land Surveyor
No. 5749 - State of Texas

11.375 acres

FIELD NOTES DESCRIPTION

DESCRIPTION OF 11.375 ACRES OF LAND IN THE M.M. MCCARVER LEAGUE, SURVEY NO. 4, A-10, HAYS COUNTY, TEXAS; BEING A PORTION OF THE CALLED 983.99 ACRE TRACT DESCRIBED AS TRACT 2 OF EXHIBIT "A" IN A DEED WITHOUT WARRANTY TO MOUNTAIN PLUM, LTD. OF RECORD IN VOLUME 2297, PAGE 139, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SAID 11.375 ACRE TRACT OF LAND, AS SURVEYED BY LOOMIS AUSTIN, INC. AND SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a ½-inch iron rod with plastic cap stamped "LAI" previously set in the former north line of Hays County Road No. 171 (a.k.a. Kohlers Crossing), (a.k.a. Mountain City Road), a called 8.362 acre tract described as Parcel No. 1 in the Quitclaim Deed dated September 10, 1991, from Richard V.W. Negley c/o William Negley, Life Tenant, to Hays County, Texas, for the southwest corner of a called 10.00 acre tract described in a deed to Hays Consolidated Independent School District of record in Volume 2029, Page 661, Official Public Records of Hays County, Texas, and the southwest corner of a called 0.273 acre right-of-way dedication described as Parcel No. 8 in a deed to The City of Kyle, Texas of record in Volume 3226, Page 168, Official Public Records of Hays County, Texas, same being the southeast corner of a called 0.162 acre right-of-way dedication described as Parcel No. 3, Tract 2 in a deed to The City of Kyle, Texas of record in Volume 3220, Page 508, Official Public Records of Hays County, Texas;

THENCE N 01° 06' 44" W, with a west line of the said 10.00 acre tract and the west line of the said 0.273 acre right-of-way dedication, same being the east line of the said 0.162 acre right-of-way dedication, a distance of 12.65 feet to a ½-inch iron rod with plastic cap stamped "LAI" previously set for the northeast corner of the said 0.162 acre right-of-way dedication and for the southern southeast corner and **POINT OF BEGINNING** of the tract described herein;

THENCE S 88° 49' 05" W, with the current north right-of-way line of said Kohlers Crossing, same being the north line of the said 0.162 acre right-of-way dedication, a distance of 577.66 feet to a ½-inch iron rod with plastic cap stamped "LAI" previously set in the east line of a called 1.016 acre tract, described as Exhibit "A-1" in a deed to The City of Kyle, Texas of record in Volume 1415, Page 83, Official Public Records of Hays County, Texas, for the northwest corner of the said 0.162 acre right-of-way dedication, and a southwest corner of the tract described herein;

THENCE with the east, north and west lines of the said 1.016 acre tract, the following three (3) courses and distances:

1. N 00° 44' 56" W, a distance of 259.66 feet to a ½-inch iron rod with plastic cap stamped "LAI" set for the northeast corner of the said 1.016 acre tract,

2. S 89° 15' 04" W, a distance of 170.00 feet to a ½-inch iron rod with plastic cap stamped "LAI" set for the northwest corner of the said 1.016 acre tract, and

3. S 00° 44' 56" E, a distance of 260.95 feet to a ½-inch iron rod with plastic cap stamped "LAI" previously set for the northeast corner of a called 0.171 acre right-of-way dedication described as Parcel No. 3, Tract 1 in a deed to The City of Kyle, Texas of record in Volume 3220, Page 508, Official Public Records of Hays County, Texas, for a southeast corner of the tract described herein;

THENCE S 88° 49' 05" W, with the current north right-of-way line of said Kohler's Crossing, same being the north line of the said 0.171 acre right-of-way dedication, a distance of 70.00 feet to a ½-inch iron rod with plastic cap stamped "LAI" set for the western southwest corner of the tract described herein;

THENCE crossing the said 983.99 acre tract, the following five (5) courses and distances:

1. N 00° 44' 56" W, a distance of 678.27 feet to a ½-inch iron rod with plastic cap stamped "LAI" set for the western northwest corner of the tract described herein,

2. N 88° 50' 25" E, a distance of 563.86 feet to a ½-inch iron rod with plastic cap stamped "LAI" set for a re-entrant corner of the tract described herein,

3. N 01° 09' 35" W, a distance of 70.00 feet to a ½-inch iron rod with plastic cap stamped "LAI" set for the northern northwest corner of the tract described herein,

4. N 88° 50' 25" E, a distance of 360.00 feet to a ½-inch iron rod with plastic cap stamped "LAI" set for the eastern northeast corner of the tract described herein, and

5. S 00° 32' 48" E, passing at a distance of 70.00 feet, a ½-inch iron rod with plastic cap stamped "LAI" previously set for the northern northwest corner of the said 10.00 acre tract, and continuing for a total distance of 177.58 feet to a ½-inch iron rod with plastic cap stamped "LAI" previously set for the eastern southeast corner of the tract described herein;

THENCE with a north and a west line of the said 10.00 acre tract, the following two (2) courses and distances:

1. S 88° 53' 16" W, a distance of 89.05 feet to a ½-inch iron rod with plastic cap stamped "LAI" previously set for a northwest corner of the said 10.00 acre tract and a re-entrant corner of the tract described herein, and

2. S 01° 06' 44" E, a distance of 48.00 feet to a ½-inch iron rod with plastic cap stamped "LAI" previously set for a re-entrant corner of the said 10.00 acre tract and for a southeast corner of the tract described herein;

THENCE S 88° 53' 16" W, with a north line of the said 10.00 acre Hays Consolidated Independent School District tract and the north line of a called 1.1731 acre tract, described in a deed to Plum Creek Development Partners, Ltd. of record in Volume 2363, Page 271, Official Public Records of Hays County, Texas, a distance of 187.46 feet to a ½-inch iron rod with plastic cap stamped "LAI" previously set for the northwest corner of the said 1.1731 acre tract, for a re-entrant corner of the tract described herein;

THENCE with the west and south lines of the said 1.1731 acre tract, the following two (2) courses and distances:

1. S 01° 06'44" E, a distance of 304.50 feet to a ½-inch iron rod with plastic cap stamped "LAI" previously set for the southwest corner of the said 1.1731 acre tract, for a re-entrant corner of the tract described herein, and

2. N 88° 53' 16" E, a distance of 167.83 feet to a ½-inch iron rod with plastic cap stamped "LAI" previously set in a west line of the said 10.00 acre tract, for the southeast corner of the said 1.1731 acre tract, for the southern northeast corner of the tract described herein;

THENCE S 01° 06' 44" E, with the west line of the said 10.00 acre tract, passing at a distance of 210.03 feet a ½-inch iron rod with plastic cap stamped "LAI" previously set for the northwest corner of the said 0.273 acre right-of-way dedication and continuing for a total distance of 217.96 feet to the **POINT OF BEGINNING** and containing 11.375 acres of land, more or less.

BEARING BASIS: Texas Coordinate System, South Central Zone, NAD83, Grid.
LAI WORD FILE: FN0854(kls)

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF TRAVIS §

That I, John D. Barnard, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during the month of February, May and September 2007, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas on this 11th of December, 2007, A.D.

Loomis Austin, Inc
Austin, Texas 78746

STATE OF TEXAS REGISTERED JOHN D. BARNARD 5749 PROFESSIONAL LAND SURVEYOR

John D. Barnard
Registered Professional Land Surveyor
No. 5749 - State of Texas

Exhibit "B"
PC OPERATING PARTNERS PROPERTY

Exhibit B-1

Tract 1:

Lot 1, Block A, PLUM CREEK, PHASE II, SECTION 1A, a subdivision in Hays County, Texas, according to the map or plat thereof recorded in Cabinet 14, Pages 225-226, Plat Records of Hays County, Texas

Exhibit B-2

Tract 2:

0.578-Ac.
M.M. McCarver Survey No. 4, A-10,
Hays County, Texas

Job No. 5549-01-001
FN2270(jgt)
Page 1 of 3

FIELD NOTES DESCRIPTION

DESCRIPTION OF 0.578 ACRE OF LAND IN THE M.M. MCCARVER SURVEY NO. 4, A-10, HAYS COUNTY, TEXAS; BEING A PORTION OF A CALLED 5.002 ACRE TRACT OF LAND DESIGNATED AS TRACT THREE, PARCEL ONE, AND DESCRIBED IN THE DEED TO PC OPERATING PARTNERS, LTD. OF RECORD IN VOLUME 5233, PAGE 198, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 0.578 ACRE OF LAND AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD., AND SHOWN ON THE ACCOMPANYING SKETCH BEING MORE PARTICULAR DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod with plastic cap stamped "LAI" previously set at the northwest corner of the said 5.002 acre tract;

THENCE N 88°50'25" E, with the north line of the said 5.002 acre tract, a distance of 563.86 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" previously set at a re-entrant corner of the said 5.002 acre tract, for the southwest corner and **POINT OF BEGINNING** of the tract described herein;

THENCE with the west, north, and east lines of the said 5.002 acre tract and of the tract described herein, the following three (3) courses and distances:

1. N 01°09'35" W, a distance of 70.00 feet to a 1/2-inch iron rod with plastic cap stamped "LAI" previously set at the northerly northwest corner of the said 5.002 acre tract, for the northwest corner of the tract described herein,

2. N 88°50'25" E, a distance of 360.00 feet to a 1/2-inch iron rod with plastic cap stamped "LAI" previously set at the northeast corner of said 5.002 acre tract and of the tract described herein, and

3. S 00°32'48" E, a distance of 70.00 feet to a 1/2-inch iron rod with plastic cap stamped "LAI" previously set in the east line of the said 5.002 acre tract, at the northerly northwest corner of a called 10.00 acre tract of land described in the deed to Hays Consolidated Independent School District of record in Volume 2029, Page 661, Official Public Records of Hays County, Texas, for the southeast corner of the tract described herein;

THENCE S 88°50'25" W, leaving the west line of the said 10.00 acre tract, and crossing the said 5.002 acre tract, with the south line of the tract described herein, a distance of 49.75 feet, to a 1/2-inch iron rod with plastic cap stamped "LAI" previously set at the northeast right-of-way terminus of Everett, a 60-foot wide right-of-way, as shown on the Plum Creek Phase II, Section 1A subdivision plat of record in Cabinet 14, Pages 225-226, Plat Records of Hays County, Texas, being a re-entrant corner of the said 5.002 acre tract, for a point in the south line of the tract described herein;

THENCE S 88°50'25" W, with the north right-of-way terminus of Everett, with the south line of the said 5.002 acre tract, and continuing with the south line of the tract described herein, a distance of 60.00 feet to a 1/2-inch iron rod with plastic cap stamped "LAI" previously set at the northwest right-of-way terminus of Everett, being a re-entrant corner of the said 5.002 acre tract, for a point in the south line of the tract described herein;

THENCE S 88°50'25" W, leaving the west right-of-way of Everett, crossing the said 5.002 acre tract, and continuing with the south line of the tract described herein, a distance of 249.50 feet to the **POINT OF BEGINNING** and containing 0.578 acre of land more or less.

BEARING BASIS: Texas Coordinate System, South Central Zone, NAD83, Grid.

BOWMAN WORD FILE: FN2270(jgt)

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THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF TRAVIS §

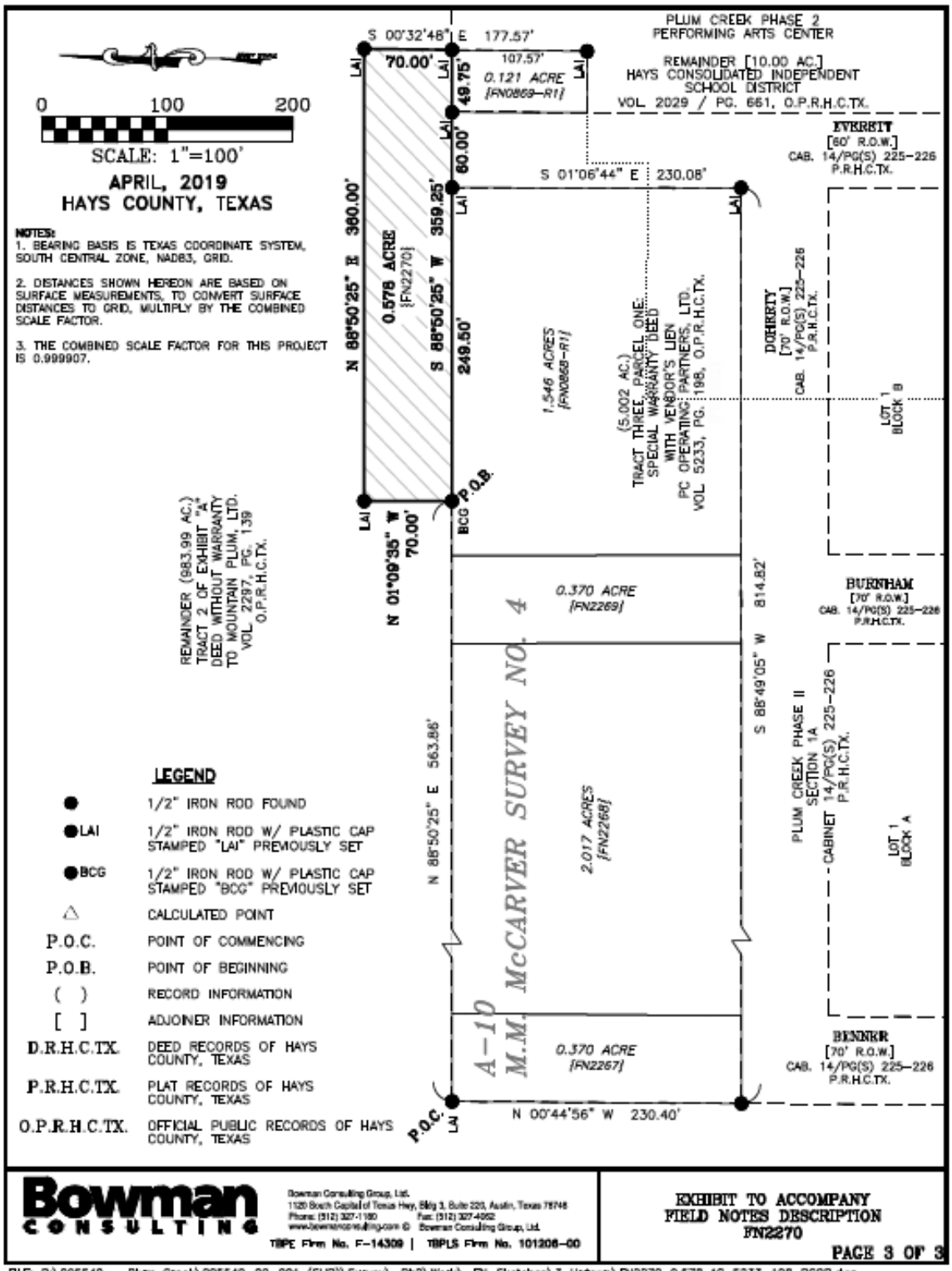
That I, John D. Barnard, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a series of surveys made on the ground during the months of July and August 2014, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 10th day of April 2019 A.D.

Bowman Consulting Group, Ltd.
Austin, Texas 78746

STATE OF TEXAS REGISTERED JOHN D. BARNARD 5749 PROFESSIONAL LAND SURVEYOR

John D. Barnard
Registered Professional Land Surveyor
No. 5749 – State of Texas



WEST\293857439.1

EXHIBIT "C"
HCISD Property

Exhibit C-1

Tract 1: Approximately 1.546 acres described below

FIELD NOTES DESCRIPTION

DESCRIPTION OF 1.546 ACRES OF LAND IN THE M.M. MCCARVER LEAGUE, SURVEY NO. 4, A-10, HAYS COUNTY, TEXAS; BEING A PORTION OF THE CALLED 983.99 ACRE TRACT DESCRIBED AS TRACT 2 OF EXHIBIT "A" IN A DEED WITHOUT WARRANTY TO MOUNTAIN PLUM, LTD. OF RECORD IN VOLUME 2297, PAGE 139, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 1.1731 ACRE TRACT DESCRIBED IN A DEED TO PLUM CREEK DEVELOPMENT PARTNERS, LTD. OF RECORD IN VOLUME 2363, PAGE 271, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 1.546 ACRE TRACT OF LAND, AS SURVEYED BY LOOMIS AUSTIN, INC. AND SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a ½-inch iron rod with plastic cap stamped "LAI" previously set for a re-entrant corner of a called 10.00 acre tract described in a deed to Hays Consolidated Independent School District of record in Volume 2029, Page 661, Official Public Records of Hays County, Texas, and the southeast corner of the said 1.1731 acre tract;

THENCE N 01° 06' 44" W, with the east line of the said 1.1731 acre tract, a distance of 229.89 feet to a ½-inch iron rod with plastic cap stamped "LAI" set for the southeast corner and **POINT OF BEGINNING** of the tract described herein;

THENCE crossing the said 983.99 acre tract and the said 1.1731 acre tract, the following four (4) courses and distances:

1. S 88° 49' 05" W, a distance of 292.50 feet to a ½-inch iron rod with plastic cap stamped "LAI" set for the southwest corner of the tract described herein,

2. N 01° 10' 55" W, a distance of 230.21 feet to a ½-inch iron rod with plastic cap stamped "LAI" set for the northwest corner of the tract described herein,

3. N 88° 50' 25" E, a distance of 292.78 feet to a ½-inch iron rod with plastic cap stamped "LAI" set for the northeast corner of the tract described herein, from which a ½-inch iron rod with plastic cap stamped "LAI" previously set for the northern northwest corner of the said 10.00 acre tract bears N 88° 50' 25" E, a distance of 109.74 feet, and

4. S 01° 06' 44" E, passing at a distance of 155.48 feet, a ½-inch iron rod with plastic cap stamped "LAI" previously set for the northeast corner of the said 1.1731 acre tract and continuing for a total distance of 230.09 feet to the **POINT OF BEGINNING** and containing 1.546 acres of land, more or less.

BEARING BASIS: Texas Coordinate System, South Central Zone, NAD83, Grid.

LAI WORD FILE: FN0868(kls)

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF TRAVIS §

That I, John D. Barnard, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during the month of February, May, December 2007, and January 2008, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas on this 17th of March, 2008, A.D.

Loomis Austin, Inc.
Austin, Texas 78746

STATE OF TEXAS
REGISTERED
JOHN D. BARNARD
5749
PROFESSIONAL SURVEYOR

John D. Barnard
Registered Professional Land Surveyor
No. 5749 - State of Texas

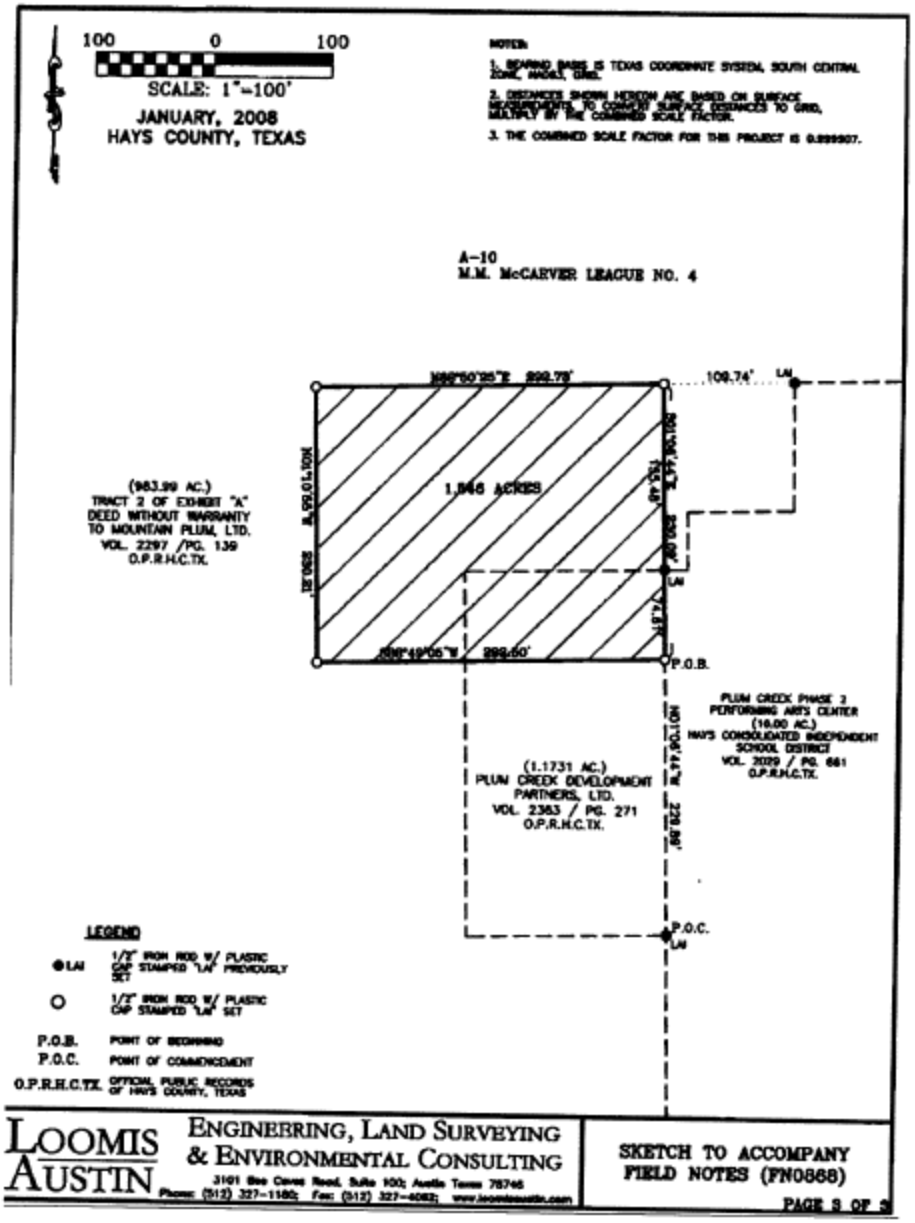


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Exhibit C-2

Tract 2: Approximately .122 acres described below

0.122 Acre
M.M. McCarver League, Sur. 4, A-10
Hays County, Texas

LAI Job No. 020905
FN0869(kls)
Page 1 of 2

FIELD NOTES DESCRIPTION

DESCRIPTION OF 0.122 ACRES OF LAND IN THE M.M. MCCARVER LEAGUE, SURVEY NO. 4, A-10, HAYS COUNTY, TEXAS; BEING A PORTION OF THE CALLED 983.99 ACRE TRACT DESCRIBED AS TRACT 2 OF EXHIBIT "A" IN A DEED WITHOUT WARRANTY TO MOUNTAIN PLUM, LTD. OF RECORD IN VOLUME 2297, PAGE 139, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 0.122 ACRE TRACT OF LAND, AS SURVEYED BY LOOMIS AUSTIN, INC. AND SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½-inch iron rod with plastic cap stamped "LAI" previously set for the northern northwest corner of a called 10.00 acre tract described in a deed to Hays Consolidated Independent School District of record in Volume 2029, Page 661, Official Public Records of Hays County, Texas, for the northeast corner and **POINT OF BEGINNING** of the tract described herein;

THENCE S 00° 32' 48" E, with a west line of the said 10.00 acre tract, a distance of 107.58 feet to a 1/2-inch iron rod with plastic cap stamped "LAI" previously set for a re-entrant corner of the said 10.00 acre tract, for the southeast corner of the tract described herein;

THENCE S 88° 53' 16" W, with a north line of the said 10.00 acre tract, a distance of 48.68 feet to a ½-inch iron rod with plastic cap stamped "LAI" set for the southwest corner of the tract described herein, from which a ½-inch iron rod with plastic cap stamped "LAI" previously set for a northwest corner of the said 10.00 acre tract bears S 88° 53' 16" W, a distance of 40.36 feet;

THENCE crossing the said 983.99 acre tract, the following two (2) courses and distances:

1. N 01° 06' 44" W, a distance of 107.53 feet to a ½ -inch iron rod with plastic cap stamped "LAI" set for the northwest corner of the tract described herein, and

2. N 88° 50' 25" E, a distance of 49.75 feet to the **POINT OF BEGINNING** and containing 0.122 acres of land, more or less.

BEARING BASIS: Texas Coordinate System, South Central Zone, NAD83, Grid.
LAI WORD FILE: FN0869(kls)

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF TRAVIS §

That I, John D. Barnard, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during the month of February, May, December 2007, and January 2008, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas on this 17 of March, 2008, A.D.

Loomis Austin, Inc.
Austin, Texas 78746

STATE OF TEXAS REGISTERED JOHN D. BARNARD 5749 PROFESSIONAL LAND SURVEYOR

John D. Barnard
Registered Professional Land Surveyor
No. 5749 - State of Texas

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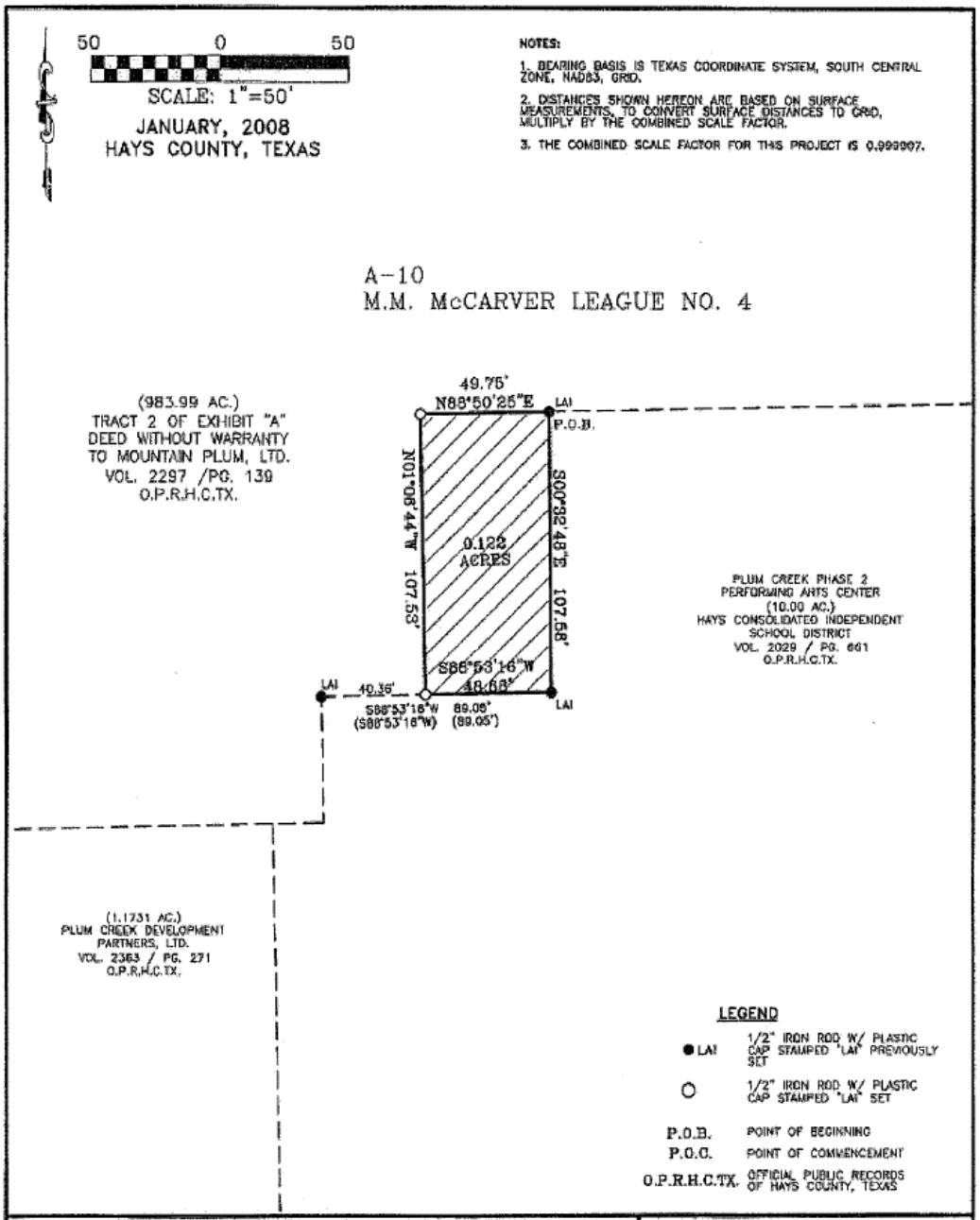


WEST\293857439.1

EXHIBIT "D"
UPC1A Property

Exhibit D-1

Tract 1: Approximately 12.650 acres described below

Tract 1:

County: Hays
Project: Plum Creek Uptown Phase 1A
Project No.: 30194242.00

Page 1 of 3
November 5, 2019

TRACT 1 - BEING 12.650 ACRES OF LAND, MORE OR LESS, BEING OUT OF AND A PART OF THE M.M. McCARVER SURVEY NO. 4, ABSTRACT NO. 10, IN THE CITY OF KYLE, HAYS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN TRACT DESCRIBED AS TRACT NO. 2 IN A DEED WITHOUT WARRANTY TO MOUNTAIN PLUM, LTD. OF RECORD IN VOLUME 2297, PAGE 139, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T.); SAID 12.650 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found at the intersection of the west right-of-way line of Benner, a public right-of-way (ROW), and the north right-of-way line of Doherty, a public ROW, both dedicated by Plum Creek Phase II, Section 1A, a subdivision of record in Cabinet 14, Pages 225-226, Plat Records of Hays County, Texas;

THENCE, with the west line of that certain 5.002 acre tract described as Tract Three, Parcel One in a Special Warranty Deed with Vendor's Lien to PC Operating Partners, Ltd., of record in Volume 5233, Page 198, O.P.R.H.C.T., North 00°44'59" West, a distance of 230.45 feet to a 1/2-inch iron rod found with a cap stamped "LAI", for the northwest corner of said 5.002 acre tract and North 88°50'50" East, a distance of 70.00 feet to a 1/2-inch iron rod with a cap stamped "BCG", for the **POINT OF BEGINNING** of the tract described herein;

THENCE, with the west line of the tract described herein, over and across a remainder of said Tract 2 described in Volume 2297, Page 139, O.P.R.H.C.T., the following five (5) courses and distances:

1. North 00°44'59" West, a distance of 531.66 feet to a 5/8-inch iron rod set with a plastic cap stamped "WGI 10194509";
2. North 00°44'59" West, a distance of 60.00 feet to a 5/8-inch iron rod set with a plastic cap stamped "WGI 10194509";
3. North 00°44'59" West, a distance of 16.24 feet to a 5/8-inch iron rod set with a plastic cap stamped "WGI 10194509" at the beginning of a curve to the right;
4. 584.82 feet along the arc of said curve, with a radius of 665.00 feet, a central angle of 50°23'16", and whose chord bears, North 24°26'39" East, a distance of 566.16 feet to a 5/8-inch iron rod set with a plastic cap stamped "WGI 10194509"; and
5. North 49°38'17" East, a distance of 122.89 feet to a 5/8-inch iron rod set with a plastic cap stamped "WGI 10194509" for the most northerly corner of the tract described herein;

THENCE, with the east line of the tract described herein, continuing over and across said Tract 2, the following nine (9) courses and distances:

1. South 40°22'42" East, a distance of 382.85 feet to a 5/8-inch iron rod set with a plastic cap stamped "WGI 10194509";

2. South 40°22'42" East, a distance of 70.00 feet to a 5/8-inch iron rod set with a plastic cap stamped "WGI 10194509";
3. South 40°22'42" East, a distance of 53.98 feet to a 5/8-inch iron rod set with a plastic cap stamped "WGI 10194509" at the beginning of a curve to the right;
4. 213.14 feet along the arc of said curve, with a radius of 311.00 feet, a central angle of 39°15'58", and whose chord bears, South 20°44'43" East, a distance of 208.99 feet to a 5/8-inch iron rod set with a plastic cap stamped "WGI 10194509";
5. South 01°06'44" East, a distance of 15.53 feet to a 5/8-inch iron rod set with a plastic cap stamped "WGI 10194509" for an ell corner of the tract described herein;
6. South 88°53'16" West, a distance of 284.52 feet to a 5/8-inch iron rod set with a plastic cap stamped "WGI 10194509" for an ell corner of the tract described herein;
7. South 01°11'10" East, a distance of 255.81 feet to a 5/8-inch iron rod set with a plastic cap stamped "WGI 10194509";
8. South 01°11'10" East, a distance of 75.00 feet to a 5/8-inch iron rod set with a plastic cap stamped "WGI 10194509"; and
9. South 01°11'10" East, a distance of 260.52 feet to a 1/2-inch iron rod found with cap stamped "LAI" in the north line of said 5.002 acre tract;

THENCE, with the north line of said 5.002 acre tract and the south line of the remainder of said Tract 2, the following two (2) courses and distances:

1. South 88°50'50" West, a distance of 70.00 feet to a 1/2-inch iron rod found with cap stamped "BCG"; and
2. South 88°50'50" West, a distance of 380.50 feet to the **POINT OF BEGINNING** and containing 12.650 acres of land within these metes and bounds.

NOTES:
Basis of bearings is the Texas Coordinate System of 1983, Central Zone 4203 (NAD83/2011). All distances shown hereon are grid. Units: U.S. Survey Feet.

There is a survey plat of even date herewith.

I, Coleen M. Johnson, a Registered Professional Land Surveyor, do hereby certify that this description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision. The field work was completed on October 28, 2019.

Coleen M. Johnson — Nov. 5, 2019

Coleen M. Johnson, RPLS — Date
Registered Professional Land Surveyor
Texas Registration No. 4871
Wantman Group, Inc.
2021 East 5th Street, Suite 200
Austin, Texas 78702
TBPELS Survey Firm Nos. 10194451 & 10194509

STATE OF TEXAS
REGISTERED
COLEEN MARIE JOHNSON
4871
PROFESSIONAL
LAND SURVEYOR

Exhibit D-2

Tract 2: Approximately 1.394 acres described below

Tract 2:

County: Hays
Project: Plum Creek Uptown Phase 1A
Project No.: 30194242.00

Page 1 of 2
November 5, 2019

TRACT 2 - BEING 1.394 ACRES OF LAND, MORE OR LESS, BEING OUT OF AND A PART OF THE M.M. McCARVER SURVEY NO. 4, ABSTRACT NO. 10, IN THE CITY OF KYLE, HAYS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN TRACT DESCRIBED AS TRACT NO. 2 IN A DEED WITHOUT WARRANTY TO MOUNTAIN PLUM, LTD. OF RECORD IN VOLUME 2297, PAGE 139, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T.); SAID 1.394 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found with a cap stamped "LAI" in the north line of that certain 5.002 acre tract of land being described as Tract 3, Parcel One in a Special Warranty Deed to PC Operating Partners, Ltd., of record in Volume 5233, Page 198, O.P.R.H.C.T.; from which point a 1/2-inch iron rod found with a cap stamped "LAI" at an interior ell corner in said north line of said 5.002 acre tract bears, North 88°50'50" East, a distance of 43.33 feet;

THENCE, over and across a remainder of said Tract 2, the following six (6) courses and distances:

1. North 01°11'10" West, with the east line of a proposed right-of-way, a distance of 260.52 feet to a 5/8-inch iron rod set with a plastic cap stamped "WGI 10194509;
2. North 01°11'10" West, a distance of 75.00 feet to a 5/8-inch iron rod set with a plastic cap stamped "WGI 10194509;
3. North 01°11'10" West, with said east line of a proposed right-of-way, a distance of 255.81 feet to a 5/8-inch iron rod set with a plastic cap stamped "WGI 10194509;
4. North 88°53'16" East, a distance of 284.52 feet to a 5/8-inch iron rod set with a plastic cap stamped "WGI 10194509 in the west line of a proposed right-of-way;
5. North 01°06'44" West, with said west line of a proposed right-of-way, a distance of 15.53 feet to a 5/8-inch iron rod set with a plastic cap stamped "WGI 10194509; and
6. North 88°53'16" East, over and across a proposed right-of-way, a distance of 78.00 feet to a 5/8-inch iron rod set with a plastic cap stamped "WGI 10194509 in the easterly line of said proposed right-of-way for the **POINT OF BEGINNING** and southwest corner of the tract described herein;

THENCE, with the west line of the tract described herein, continuing over and across the remainder of said Tract 2, with the east line of a proposed right-of-way, the following two (2) courses and distances:

1. 266.59 feet along the arc of a curve to the left, with a radius of 389.00 feet, a central angle of 39°15'58", and whose chord bears, North 20°44'43" West, a distance of 261.40 feet to a 5/8-inch iron rod set with a plastic cap stamped "WGI 10194509"; and
2. North 40°22'42" West, a distance of 53.44 feet to a 5/8-inch iron rod set with a plastic cap stamped "WGI 10194509" at the intersection of two proposed rights-of-way, for the northwest corner of the tract described herein;

THENCE, with the north line of the tract described herein, continuing over and across said remainder of Tract 2 described in Volume 2297, Page 139, O.P.R.H.C.T., with the south line of a proposed right-of-way, the following two (2) courses and distances:

1. 132.26 feet along the arc of a curve to the right, with a radius of 215.00 feet, a central angle of 35°14'49", and whose chord bears, North 71°13'17" East, a distance of 130.19 feet to a 5/8-inch iron rod set with a plastic cap stamped "WGI 10194509"; and
2. North 88°50'41" East, a distance of 68.04 feet to a 5/8-inch iron rod set with a plastic cap stamped "WGI 10194509" for the northeast corner of the tract described herein;

THENCE, with the east line of the tract described herein, continuing over and across said Tract 2, 349.01 feet along the arc of a curve to the right, with a radius of 564.00 feet, a central angle of 35°27'20", and whose chord bears, South 18°50'16" East, a distance of 343.47 feet to a 5/8-inch iron rod set with a plastic cap stamped "WGI 10194509", for the southeast corner of the tract described herein;

THENCE, with the south line of the tract described herein, continuing over and across said Tract 2, South 88°53'39" West, a distance of 175.00 feet to the **POINT OF BEGINNING** and containing 1.394 acres of land within these metes and bounds.

NOTES:
Basis of bearings is the Texas Coordinate System of 1983, Central Zone 4203 (NAD83/2011). All distances shown hereon are grid. Units: U.S. Survey Feet.

There is a survey plat of even date herewith.

I, Coleen M. Johnson, a Registered Professional Land Surveyor, do hereby certify that this description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision. The field work was completed on October 28, 2019.

Coleen M. Johnson — Nov. 5, 2019

Coleen M. Johnson, RPLS — Date
Registered Professional Land Surveyor
Texas Registration No. 4871
Wantman Group, Inc.
2021 East 5th Street, Suite 200
Austin, Texas 78702
TBPELS Survey Firm Nos. 10194451 & 10194509

STATE OF TEXAS
REGISTERED
COLEEN MARIE JOHNSON
4871
PROFESSIONAL
LAND SURVEYOR

Exhibit D-3

Tract 3: Approximately 2.017 acres described below

DESCRIPTION OF 2.017 ACRES OF LAND IN THE M.M. MCCARVER SURVEY NO. 4, A-10, HAYS COUNTY, TEXAS; BEING A PORTION OF A CALLED 5.002 ACRE TRACT OF LAND DESIGNATED AS TRACT THREE, PARCEL ONE, AND DESCRIBED IN THE DEED TO PC OPERATING PARTNERS, LTD. OF RECORD IN VOLUME 5233, PAGE 198, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 2.017 ACRES OF LAND AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD., AND SHOWN ON THE BOWMAN CONSULTING PLAN NO. 3669 BEING MORE PARTICULAR DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found at the intersection of the north right-of-way line of Doherty, a 70-foot wide right-of-way, as shown on the Plum Creek Phase II, Section 1A subdivision plat of record in Cabinet 14, Pages 225-226, Plat Records of Hays County, Texas, and the west right-of-way line of Benner, a 70-foot wide right-of-way, as shown on the said Plum Creek Phase II, Section 1A subdivision plat, same being the southwest corner of the said 5.002 acre tract;

THENCE N 88°49'05" E, with the north right-of-way line of Doherty, and the south line of the said 5.002 acre tract, a distance of 70.00 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set, for the southwest corner and POINT OF BEGINNING of the tract described herein;

THENCE N 00°44"56" W, leaving the north right-of-way line of Doherty, and crossing the said 5.002 acre tract, with the west line of the tract described herein, a distance of 230.38 feet, to a 1/2-inch iron rod with plastic cap stamped "BCG" set in the north line of the said 5.002 acre tract, for the northwest corner of the tract described herein; from which a 1/2-inch iron rod with plastic cap stamped "LAI" previously set at the northwest corner of the said 5.002 acre tract bears S 88°50'25" W, a distance of 70.00 feet;

THENCE N 88°50'25" E, with the north line of the said 5.002 acre tract and with the north line of the tract described herein, a distance of 380.58 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set, for the northeast corner of the tract described herein; from which a 1/2-inch iron rod with plastic cap stamped "BCG" previously set at a re-entrant corner of the said 5.002 acre tract bears N 88°50'25" E, a distance of
113.28 feet;

THENCE S 01°10'55" E, leaving the north line and crossing the said 5.002 acre tract, with the east line of the tract described herein, a distance of 230.22 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set in the north right-of-way line of Doherty, same being the south line of the said 5.002 acre tract, for the southeast corner of the tract described herein;

THENCE S 88°49'05" W, with the north right-of-way line of Doherty, with the south line of the said 5.002 acre tract, and with the south line of the tract described herein, a distance of 382.32 feet to the POINT OF BEGINNING and containing 2.017 acres of land more or less.

EXHIBIT "E"
Pond Property

4.857 Acres
M.M. McCarver League, Sur. 4, A-10
Hays County, Texas

LAI Job No. 070605
FN0897(kls)
Page 1 of 3

FIELD NOTES DESCRIPTION

DESCRIPTION OF 4.857 ACRES OF LAND IN THE M.M. MCCARVER LEAGUE SURVEY NO. 4, A-10, HAYS COUNTY, TEXAS; BEING A PORTION OF THE CALLED 983.99 ACRE TRACT DESCRIBED AS TRACT 2 OF EXHIBIT "A" IN A DEED WITHOUT WARRANTY TO MOUNTAIN PLUM, LTD. OF RECORD IN VOLUME 2297, PAGE 139, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 4.857 ACRE TRACT OF LAND, AS SURVEYED BY LOOMIS AUSTIN, INC. AND SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½-inch iron rod with plastic cap stamped "LAI" previously set at the intersection of the current north right-of-way line of Kohlers Crossing (a.k.a. Hays County Road No. 171) and the west right-of-way line of F.M. Highway 1626, same being in the west line of that certain 28.91 acre tract described in the deed to the City of Kyle, Texas, of record in Volume 1871, Page 236, Official Public Records of Hays County, Texas, for the northeast corner of a called 0.254 acre right-of-way dedication described as Parcel No. 3, Tract 3 in a deed to The City of Kyle, Texas of record in Volume 3220, Page 508, Official Public Records of Hays County, Texas, and for the southeast corner and **POINT OF BEGINNING** of the tract described herein;

THENCE S 88° 53' 16" W, with the current north right-of-way line of said Kohlers Crossing, same being the north line of the said 0.254 acre right-of-way dedication, a distance of 541.72 feet to a ½-inch iron rod with plastic cap stamped "LAI" previously set in the east line of a called 10.00 acre tract described in a deed to Hays Consolidated Independent School District of record in Volume 2029, Page 661, Official Public Records of Hays County, Texas, for the northwest corner of the said 0.254 acre right-of-way dedication, same being the northeast corner of a called 0.273 acre right-of-way dedication described as Parcel No. 8, in a deed to The City of Kyle, Texas of record in Volume 3226, Page 168, Official Public Records of Hays County, Texas, and for the southwest corner of the tract described herein;

THENCE N 01° 06' 44" W, with the east line of the said 10.00 acre tract, a distance of 410.03 feet to a ½-inch iron rod with plastic cap stamped "LAI" previously set for the southwest corner of a called 0.0238 acre tract described as Exhibit "A" in a deed to Hays Consolidated Independent School District of record in Volume 2857, Page 753, Official Public Records of Hays County, Texas, and for the northwest corner of the tract described herein;

THENCE N 88° 53' 16" E, with the south line of the said 0.0238 acre tract, at a distance of 15.00 feet pass a ½-inch iron rod with plastic cap stamped "LAI" previously set for the southeast corner of the said 0.0238 acre tract, same being the southern southwest corner of a called 1.2623 acre tract described in a deed to Hays Consolidated Independent School District of record in Volume 2029, Page 668, Official Public Records of Hays County, Texas, and continuing with the south line of the said 1.2623 acre tract for a total distance of 77.13 feet to a ½-inch iron rod with plastic cap stamped "LAI" previously set for an angle point;

THENCE N 58° 53' 16" E, with the southwest line of the said 1.2623 acre tract, a distance of 127.50 feet to a calculated point for the north corner of the tract described herein, from which a ½-inch iron rod with plastic cap stamped "LAI" previously set for the southeast corner of the said 1.2623 acre tract bears N 58° 53' 16" E, a distance of 29.92 feet;

THENCE with the crossing the said 983.99 acre tract, the following four (4) courses and distances:

1. S 53° 55' 11" E, a distance of 100.89 feet to a calculated angle point,

2. S 23° 54' 05" E, a distance of 85.73 feet to a calculated angle point,

3. S 82° 24' 53" E, a distance of 131.55 feet to a calculated angle point, and

4. N 88° 50' 25" E, a distance of 124.99 feet to a calculated point in the west right-of-way line of said F.M. Highway 1626, same being in the west line of the said 28.91 acre tract, for the northwest corner of the tract described herein, from which a Type 2 Texas Department of Transportation monument bears N 03° 39' 40" W, a distance of 61.49 feet and S 68° 44' E, a distance of 0.17 feet;

THENCE with the west right-of-way line of said F.M. 1626, same being the west line of the said 28.91 acre tract, the following two (2) courses and distances:

1. S 03° 39' 40" E, a distance of 286.04 feet to a ½-inch iron rod with plastic cap stamped "LAI" previously set, from which a Type 2 Texas Department of Transportation monument bears N 82° 45' E a distance of 0.21 feet, and

2. S 42° 46' 53" W, a distance of 39.16 feet to the **POINT OF BEGINNING** and containing 4.857 acres of land, more or less.

BEARING BASIS: Texas Coordinate System, South Central Zone, NAD83, Grid.
LAI WORD FILE: FN0897(kls)

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF TRAVIS §

That I, John D. Barnard, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during the month of February, May, September, December 2007, and January 2008, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas on this 19th of February, 2008, A.D.

Loomis Austin, Inc
Austin, Texas 78746

STATE OF TEXAS
REGISTERED
JOHN D. BARNARD
5749
PROFESSIONAL
LAND SURVEYOR

John D. Barnard
Registered Professional Land Surveyor
No. 5749 - State of Texas

EXHIBIT "F"
Property

1. Approximately .578 acres owned by PC Operating Partners and described on Exhibit "B-2";

2. Lot 1, Block A, PLUM CREEK, Phase II, Section 1A, a subdivision in Hays County, Texas, according to the map or plat thereof recorded in Cabinet 14, Pages 225-226, Plat Records of Hays County, Texas, owned by PC Operating Partners;

3. Lot 2, Block A, of PLUM CREEK, Phase II, Section 1A, a subdivision in Hays County, Texas, according to the map or plat thereof recorded in Cabinet 14, Pages 225-226, Plat Records of Hays County, Texas, owned by Credit Union; and,

4. Lot 1, Block B, PLUM CREEK, Phase II, Section 1A, a subdivision in Hays County, Texas, according to the map or plat thereof recorded in Cabinet 14, Pages 225-226, Plat Records of Hays County, Texas, owned by KOP Plum Creek and made subject to the Regime.

EXHIBIT "G"
Design Guidelines

EXHIBIT "H"
Joint Alley

0.202 Acre
M.M. McCarver League, Sur. 4, A-10
Hays County, Texas

LAI Job No. 070605
FN0907(kls)
Page 1 of 3

FIELD NOTES DESCRIPTION

DESCRIPTION OF 0.202 ACRE OF LAND IN THE M.M. MCCARVER LEAGUE SURVEY NO. 4, A-10, HAYS COUNTY, TEXAS; BEING A PORTION OF LOT 1, BLOCK A, PLUM CREEK PHASE II SECTION 1-A, A SUBDIVISION ACCORDING TO THE PLAT OF RECORD IN PLAT CABINET 14, PAGES 225-226, PLAT RECORDS OF HAYS COUNTY, TEXAS; SAID 0.202 ACRE TRACT OF LAND, AS SURVEYED BY LOOMIS AUSTIN, INC. AND SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½-inch iron rod with plastic cap stamped "LAI" previously set in the west right-of-way line of Burnham, a 70-foot right-of-way as described in said Plum Creek Phase II, Section 1-A, for the northeast corner of Lot 2, Block A, said Plum Creek Phase II, Section 1-A, same being the eastern southeast corner of said Lot 1, and for the eastern southeast corner and **POINT OF BEGINNING** of the tract described herein, from which a ½-inch iron rod with plastic cap stamped "LAI" previously set at the intersection of Burnham and the current north right-of-way line of Kohlers Crossing (a.k.a. Hays County Road No. 171), in the north line of a called 0.162 acre right-of-way dedication described as Parcel No. 3, Tract 2, in a deed to The City of Kyle, Texas of record in Volume 3220, Page 508, Official Public Records of Hays County, Texas, for the southeast corner of said Lot 2 bears S 01° 10' 55" E, 273.07 feet;

THENCE S 88° 49' 05" W, with the north line of said Lot 2, same being the eastern south line of said Lot 1, a distance of 213.64 feet to a ½-inch iron rod with plastic cap stamped "LAI" previously set for the northwest corner of said Lot 2, same being a re-entrant corner of said Lot 1, and a re-entrant corner of the tract described herein;

THENCE S 00° 44' 56" E, with the west line of said Lot 2, same being an east line of said Lot 1, a distance of 13.42 feet to a ½-inch iron rod with plastic cap stamped "LAI" previously set for the northeast corner of a called 1.016 acre tract described as Exhibit "A-1" in a deed to The City of Kyle, Texas of record in Volume 1415, Page 83, Official Public Records of Hays County, Texas, same being the southern southeast corner of said Lot 1 and the southern southeast corner of the tract described herein, from which a ½-inch iron rod with plastic cap stamped "LAI" set in the current north right-of-way line of Kohlers Crossing, for the northwest corner of the said 0.162 acre right-of-way dedication, and for the southwest corner of said Lot 2 bears S 00° 44' 56" E, 259.66 feet;

THENCE S 89° 15' 04" W, with the north line of the said 1.016 acre tract, same being the western south line of said Lot 1, a distance of 170.00 feet to a ½-inch iron rod with plastic cap stamped "LAI" previously set in the east right-of way line of Benner, a 70-foot right-of-way as described in said Plum Creek Phase II, Section 1-A, for the northwest corner of the said 1.016 acre tract, same being the southwest corner of said Lot 1 and the southwest corner of the tract described herein, from which a ½-inch iron rod with plastic cap stamped "LAI" previously set at the intersection of Benner and the current north right-of-way line of Kohlers Crossing, for the northeast corner of a called 0.171 acre right-of-way dedication described as Parcel No. 3, Tract 1, in said deed to The City of Kyle, Texas bears S 00° 44' 56" E, 260.95 feet;

THENCE N 00° 44' 56" W, with the east right-of-way line of Benner, same being the west line of said Lot 1, a distance of 29.41 feet to a calculated point for the northwest corner of the tract described herein, from which a ½-inch iron rod with plastic cap stamped "LAI" previously set at the intersection of Benner and Doherty, for the northwest corner of said Lot 1 bears N 00° 44' 56" W, a distance of 87.50 feet;

THENCE N 88° 49' 05" E, crossing said Lot 1, a distance of 383.51 feet to a calculated point in the west right-of-way line of Burnham, same being the east line of said Lot 1, for the northeast corner of the tract described herein, from which a ½-inch iron rod with plastic cap stamped "LAI" previously set at the intersection of Burnham and Doherty, for the northeast corner of said Lot 1 bears N 01° 10' 55" W, a distance of 87.50 feet;

THENCE S 01° 10' 55" E, with the west right-of-way line of Burnham, same being the east line of said Lot 1, a distance of 17.28 feet to the **POINT OF BEGINNING** and containing 0.202 acre of land, more or less.

BEARING BASIS: Texas Coordinate System, South Central Zone, NAD83, Grid.
LAI WORD FILE: FN0907(kls)

THE STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS
COUNTY OF TRAVIS	§	

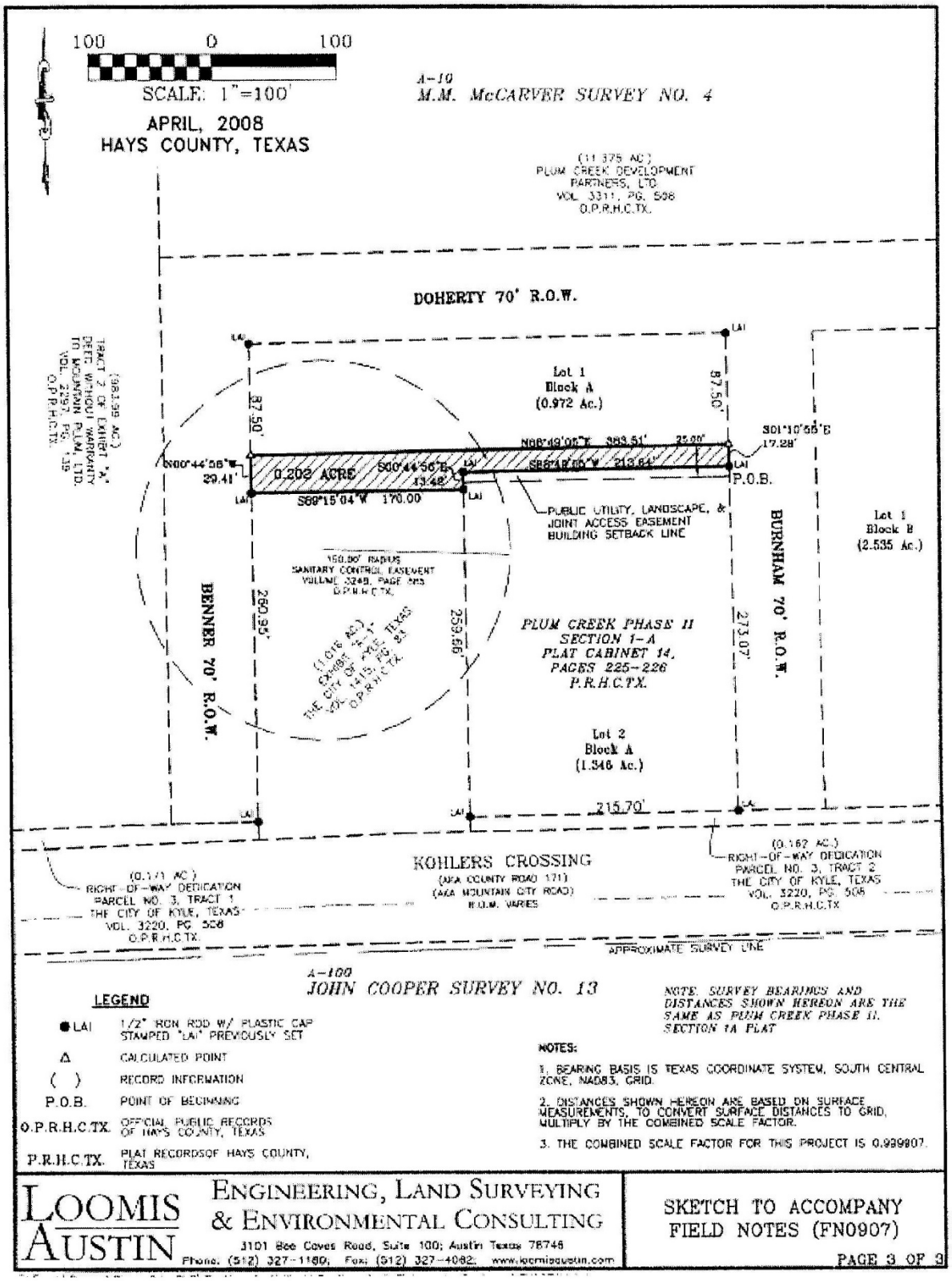
That I, John D. Barnard, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during the month of February, May, September, December 2007, and January 2008, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas on this 24th of April, 2008, A.D.

Loomis Austin, Inc
Austin, Texas 78746

STATE OF TEXAS
REGISTERED
JOHN D. BARNARD
5749
PROFESSIONAL
LAND SURVEYOR

John D. Barnard
Registered Professional Land Surveyor
No. 5749 - State of Texas



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FIELD NOTES DESCRIPTION

DESCRIPTION OF 0.038 ACRE (1650 Sq. Ft.) OF LAND IN THE M.M. MCCARVER LEAGUE SURVEY NO. 4, A-10, HAYS COUNTY, TEXAS; BEING A PORTION OF LOT 2, BLOCK A, PLUM CREEK PHASE II SECTION 1-A, A SUBDIVISION ACCORDING TO THE PLAT OF RECORD IN PLAT CABINET 14, PAGES 225-226, PLAT RECORDS OF HAYS COUNTY, TEXAS; SAID 0.038 ACRE TRACT OF LAND, AS SURVEYED BY LOOMIS AUSTIN, INC. AND SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½-inch iron rod with plastic cap stamped "LAI" previously set in the west right-of-way line of Burnham, a 70-foot right-of-way as described in said Plum Creek Phase II, Section 1-A, for the eastern southeast corner of Lot 1, Block A, said Plum Creek Phase II Section 1-A, same being the northeast corner of said Lot 2, and for the northeast corner and **POINT OF BEGINNING** of the tract described herein, from which a ½-inch iron rod with plastic cap stamped "LAI" previously set at the intersection of Doherty, a 70-foot right-of way as described in said Plum Creek Phase II, Section 1-A, and Burnham, for the northeast corner of said Lot 1 bears N 01° 10' 55" W, 104.78 feet;

THENCE S 01° 10' 55" E, with the west right-of-way line of Burnham, same being the east line of said Lot 2, a distance of 7.72 feet to a calculated point for the southeast corner of the tract described herein, from which a ½-inch iron rod with plastic cap stamped "LAI" previously set at the intersection of Burnham and the current north right-of-way line of Kohlers Crossing (a.k.a. Hays County Road No. 171), in the north line of a called 0.162 acre right-of-way dedication described as Parcel No. 3, Tract 2, in a deed to The City of Kyle, Texas of record in Volume 3220, Page 508, Official Public Records of Hays County, Texas, for the southeast corner of said Lot 2 bears S 01° 10' 55" E, 265.35 feet;

THENCE S 88° 49' 05" W, crossing said Lot 2, a distance of 213.70 feet to a calculated point in the west line of said Lot 2 and the southern east line of said Lot 1, for the southwest corner of the tract described herein, from which a ½-inch iron rod with plastic cap stamped "LAI" previously set for the northeast corner of a called 1.016 acre tract described as Exhibit "A-1" in a deed to The City of Kyle, Texas of record in Volume 1415, Page 83, Official Public Records of Hays County, Texas, same being the southern southeast corner of said Lot 1 bears S 00° 44' 56" E, 5.70 feet;

THENCE N 00° 44' 56" W, with the southern east line of said Lot 1, same being the west line of said Lot 2, a distance of 7.72 feet to a ½-inch iron rod with plastic cap stamped "LAI" previously set for a re-entrant corner of said Lot 1, same being the northwest corner of said Lot 2, and for the northwest corner of the tract described herein;

THENCE N 88° 49' 05" E, with the eastern south line of said Lot 1, same being the north line of said Lot 2, a distance of 213.64 feet to the **POINT OF BEGINNING** and containing 0.038 acre (1650 Sq. Ft.) of land, more or less.

BEARING BASIS: Texas Coordinate System, South Central Zone, NAD83, Grid.
LAI WORD FILE: FN0908(kls)

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF TRAVIS §

That I, John D. Barnard, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during the month of February, May, September, December 2007, and January 2008, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas on this 24 of April, 2008, A.D.

Loomis Austin, Inc
Austin, Texas 78746

STATE OF TEXAS REGISTERED JOHN D. BARNARD 5749 PROFESSIONAL LAND SURVEYOR

John D. Barnard
Registered Professional Land Surveyor
No. 5749 - State of Texas

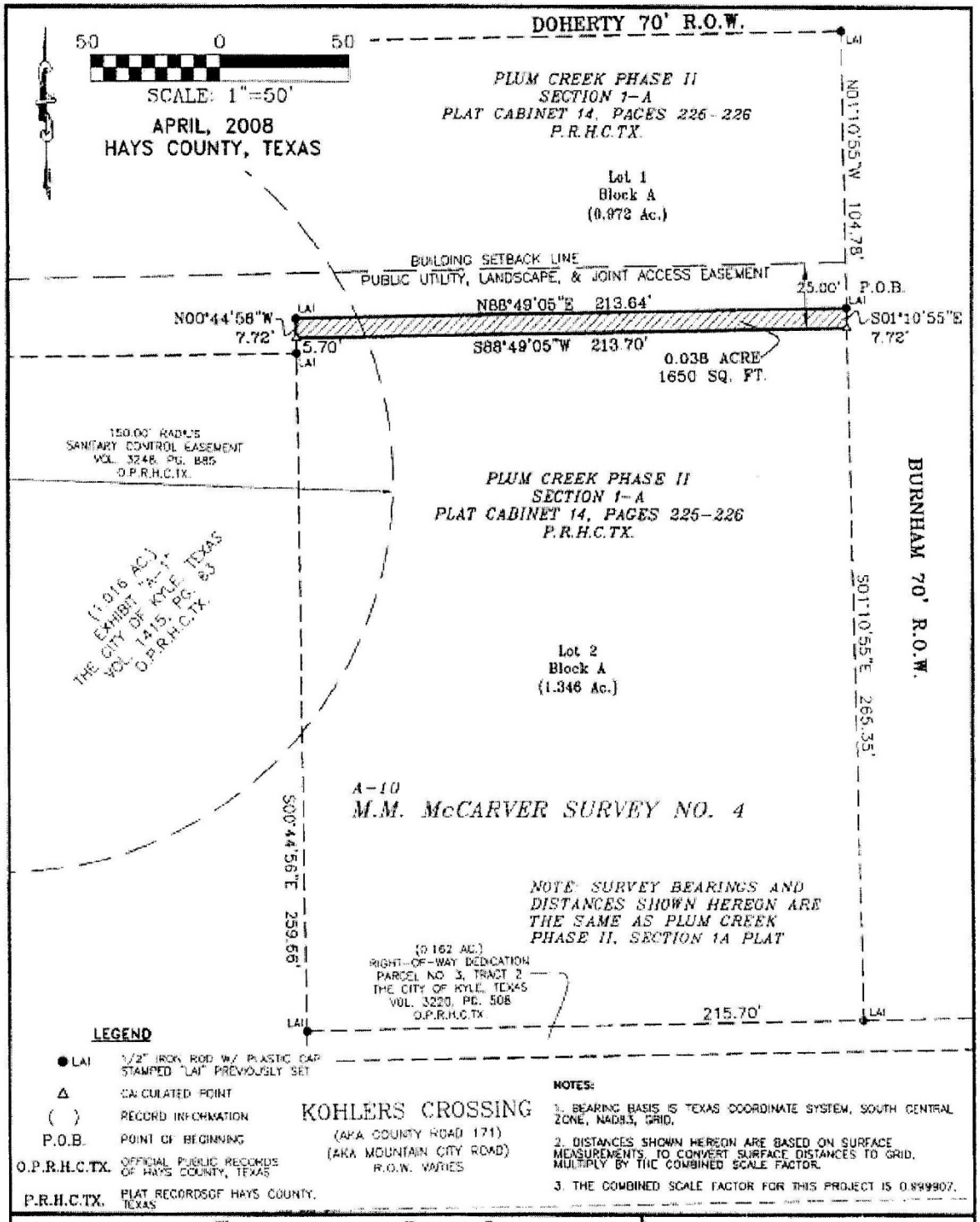

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EXHIBIT "I"

Certificate of Formation

EXHIBIT "J"

Bylaws

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES

Date: **May 24, 2021**

Subject: **Revision of the Joint Use Agreement for Parking Facilities with City of Kyle Reinvestment Zone Number Two Administrator**

Responsible/Position: Max Cleaver, Chief Operations Officer

A. Purpose of Agenda Item:
☒ **Action needed** ☐ **Information only** ☐ **Receive input**

B. Authority for This Action:
☐ **Local Policy** ☒ **Law or Rule** ☐ **N/A**

C. Goal or Need Addressed:
Work with local entities to promote safe and efficient development.

D. Summary:
☐ **Previous board action relating to this item -**
☐ **Future action anticipated -**
☒ **Background information:**
In September 2020, the Board approved a Joint Use Agreement with the City of Kyle Reinvestment Zone Number Two for a shared parking arrangement on approximately 1.546 acres of land west of the Hays CISD Performing Arts Center. The agreement contemplates the Zone will install and maintain the parking facilities and landscaping at no cost to the District.

Subsequently, the City of Kyle has agreed to provide additional professional grounds care services to include the area designated in the revised Exhibit A. Per the revised agreement, the additional lawn maintenance services will be provided at no cost to the District.

E. Comments Received:
☒ Cabinet ☐ DLT ☐ FBOC ☐ Teacher Org. Reps. ☐ Other:

F. Administrative Recommendation:
Consideration and approval of the revised joint-use parking agreement.

G. Fiscal Impact and Cost: Amount: $0 (zero)

H. Monitoring and Reporting Time Line:
Person responsible for evaluating this decision or action: Max Cleaver

I. Suggested Motion:
I move the Board approve the revisions to the Joint Use Agreement with the City of Kyle Reinvestment Zone Number Two, including additional lawn maintenance services around the Hays CISD Performing Arts Center, as presented.

Amendment to the Joint Use Agreement – HCISD Parking Facilities

This Amendment to the Joint Use Agreement—HCISD Parking Facilities (the "***Amendment***") is entered into between the City of Kyle Reinvestment Zone Number 2 (the "***Zone***"), a tax increment financing zone created under Chapter 311, Texas Tax Code (the "***Zone***"), and Hays Consolidated Independent School District (the "***District***"), a public school district of the State of Texas. The Zone and the District are referred to herein together as the "Parties".

Recitals

Whereas, the Parties entered into that certain Joint Use Agreement – HCISD Parking Facilities dated effective September 28, 2020 (the "Original Agreement"); and

Whereas, the Parties desire to amend the Original Agreement to add additional land upon which the Zone shall maintain landscaping.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, the Parties hereto agree as follow:

Section 1. Amendment. The Original Agreement is amended to add Section 2.1. Additional Landscaping Maintenance, to read as follows:

Section 2.1 Additional Landscaping Maintenance. In addition to maintaining landscaping as provided in Section 2(a), the Zone shall also be responsible for maintaining the landscaping on the land identified as "Limits of the Amendment" as shown in **Exhibit A**, attached hereto and incorporated herein for all purposes.

Section 2. Definitions. Words and phrases used in this Amendment shall, if defined in the Agreement and not specifically modified by this Amendment, shall have the definition and meaning as provided in the Agreement. When used in this Amendment, the term "Agreement" shall mean the Original Agreement, as amended by this Amendment.

Section 3. Miscellaneous.

(a) Entire Agreement. This Amendment, together with the Agreement, set forth the entire understanding of the parties and supersedes all prior agreements and understandings, whether written or oral, with respect to the subject matter hereof.
(b) Binding Effect. The terms and provisions hereof shall be binding upon the Developer and its successors and assigns.
(c) Effect of Amendment. The Parties agree that, except as modified hereby, the Original Agreement remains valid, binding, and in full force and effect. If there is any conflict or inconsistency between this Amendment and the Original Agreement, this Amendment will control and modify the Original Agreement.

(d) Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

IN WITNESS WHEREOF, the parties have executed and attested this Agreement by their officers thereunto duly authorized, effective as of the date first written above.

CITY OF KYLE REINVESTMENT ZONE NUMBER 2

Attest:

By: _____
Name:
Title:

By: _____
Name:
Title:

ATTEST:

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

By: _____
Name: _____
Title: Board Secretary

By: _____
Name: _____
Title: President, Board of Trustees

The City of Kyle is executing this Agreement for the purpose of consenting to amendment of this Agreement because the Agreement will be assigned to the City of Kyle upon the termination of the Zone.

CITY OF KYLE, TEXAS

Attest:

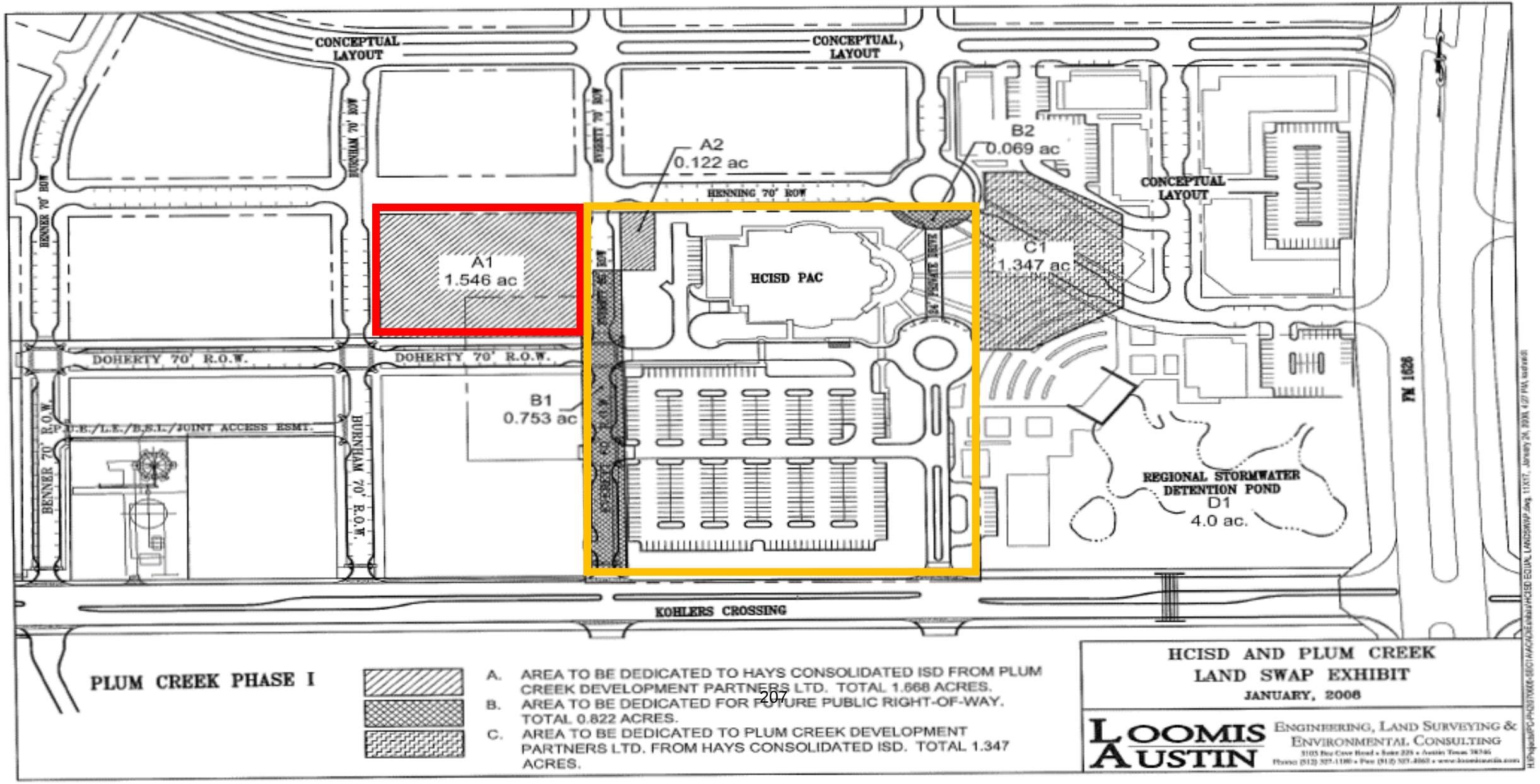
By: _____
Name: Jennifer Holm
Title: City Secretary

By: _____
Name: Travis Mitchell
Title: Mayor

Exhibit A

Joint Use Agreement with City of Kyle Reinvestment Zone Number Two

Limits of Original Agreement Limits of Amendment



HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES

Date: **May 24, 2020**

Subject: Voluntary Annexation into City of Uhland

Administrator Responsible/Position: Max Cleaver, Chief Operations Officer

A. Purpose of Agenda Item:

☒ **Action needed** ☐ **Information only** ☐ **Receive input**

B. Authority for This Action:

☐ **Local Policy** ☐ **Law or Rule** ☐ **N/A**

C. Goal or Need Addressed:

Work with local entities to promote safe, sustainable growth.

D. Summary:

☐ Previous board action relating to this item -
☐ Future action anticipated -
☒ Background information:

The District owns approximately 268 acres located in the extraterritorial jurisdiction (ETJ) of the City of Uhland, Texas, as shown on the attached sketch, highlighted in yellow.

The District's voluntary annexation into the City of Uhland will enhance the District's ability to access water, waste water and other city services as development continues and provide the District and surrounding property owners with a development framework to follow.

E. Comments Received:

☒ Cabinet ☐ DLT ☐ FBOC ☐ Teacher Org. Reps. ☐ Other _____

F. Administrative Recommendation:

Staff recommends voluntary annexation into the City of Uhland.

G. Fiscal Impact and Cost: **Amount: no cost anticipated**

H. Monitoring and Reporting Time Line:

Person responsible for evaluating this decision or action: Max Cleaver
Evaluation method and time line -
Next report to the board -

I. Suggested Motion:

I move the Board consent to the voluntary annexation of District-owned land into the City of Uhland, and authorize the Superintendent or designee to execute any additional documents as necessary to further memorialize such consent, as presented.

THE BOARD OF TRUSTEES OF THE HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

RESOLUTION OF MAY 24 , 2021
Consent to Annexation of Properties by the City of Uhland

Whereas, the City of Uhland, Texas has proposed voluntary annexation of properties within the extraterritorial jurisdiction of the Cities of Uhland and Neiderwald pursuant to Local Government Code Chapter 42, and which includes properties owned by the Hays CISD; and,

Whereas such properties are identified as Hays Central Appraisal District tracts R120075 (120 Camino Real Drive, Kyle, Texas), and R18792 and 18793 (2301 High Road, Kyle, Texas); and,

Whereas, the City of Uhland shall be responsible for arranging the transfer of any property within such tracts, if any, from the City of Neiderwald extraterritorial jurisdiction to the City of Uhland extraterritorial jurisdiction as a condition precedent to the consent of such annexation; and,.

Whereas, the Board of Trustees finds that the terms of such annexation will benefit the District's ability to operate, maintain, and further develop such property;

It is therefore RESOLVED:

1. That the Board of Trustees hereby consents to the voluntary annexation of the above-referenced properties by the City of Uhland, conditioned upon the City of Uhland first arranging for the transfer of such property, if any, within the City of Neiderwald's extraterritorial jurisdiction to that of the City of Uhland;

2. That Dr. Eric Wright, Superintendent of School, or his designee, is authorized to execute any additional documents necessary or convenient to further memorialize such consent; and,

3. That all persons are entitled to rely upon an original or copy of this Resolution as evidence of the consent and authority granted herein.

<u>CERTIFICATE FOR RESOLUTION</u>

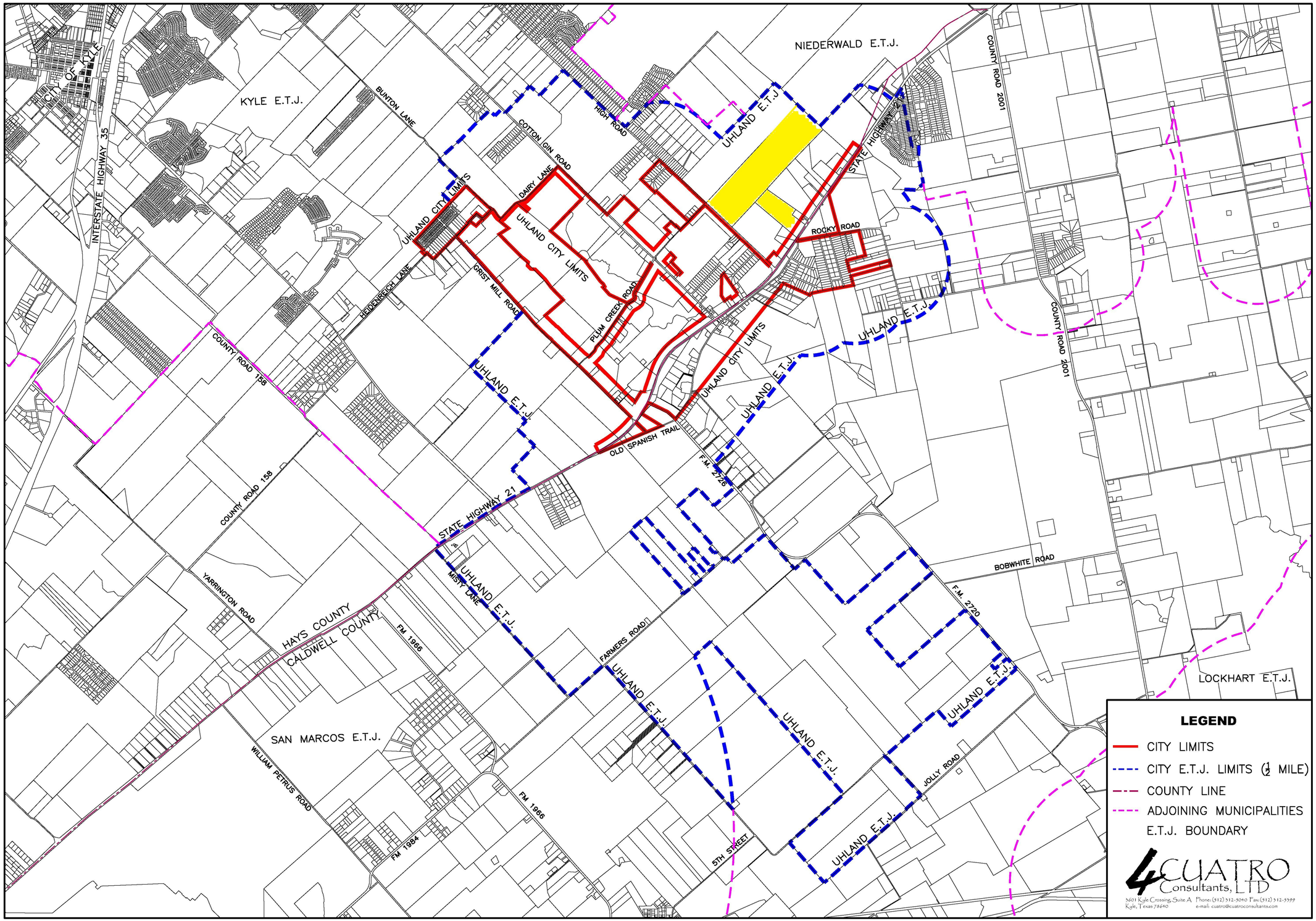
I hereby certify that the foregoing resolution was presented to the Board of Trustees of the Hays Consolidated Independent School District during a properly called and noticed meeting on May 17, 2021. A quorum of the Board of Trustees being then present, it was then duly moved and seconded that the resolution 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 ____ day of _____, 2021.

_____

_____
Secretary, Board of Trustees



CITY LIMIT AND E.T.J. MAP

CITY OF UHLAND
HAYS AND CALDWELL COUNTY

ADDRESS:
CITY OF UHLAND
15 NORTH OLD SPANISH TRAIL
UHLAND, TEXAS 78640

EFFECTIVE DATE: NOVEMBER 5, 2020	
DRAWING'S NAME: CITY LIMITS AND ETJ MAP	
DESIGN: CDE	CHECKED: HE.Jr.
DRAWN: CDE	APPROVED: KG

FIELD NOTE DESCRIPTION FOR A 268.63 ACRE TRACT OF LAND, HAYS COUNTY, TEXAS:

BEING A 224.25 ACRE TRACT OF LAND, OUT OF THE THOMAS B. WESTBROOK SURVEY NO. 7, ABSTRACT 468, SITUATED IN HAYS COUNTY, TEXAS, CONVEYED BY SPECIAL WARRANTY DEED TO HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, RECORDED IN DOCUMENT NO. 2008-80009468 OF THE OFFICIAL RECORDS OF HAYS COUNTY, TEXAS, AND BEING A 44.83 ACRE TRACT OF LAND OUT OF THE THOMAS B. WESTBROOK SURVEY NO. 7, ABSTRACT 468, SITUATED IN HAYS COUNTY, TEXAS, CONVEYED BY SPECIAL WARRANTY DEED TO HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, RECORDED IN DOCUMENT NO. 2008-80012179 OF THE OFFICIAL RECORDS OF HAYS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 3/8” iron rod found in a 4” x 4” broken concrete right-of-way monument, lying in the north right-of-way line of High Road, a public road, marking the west corner of a 77.64 acre tract of land conveyed by Special Warranty Deed to Walton Texas, LP, recorded in Document No. 17005079 of the Official Records of Hays County, Texas;

THENCE, North 46°23’55” West, along said right-of-way line a distance of 1,330.68 feet to a 1/2” iron rod found, for an angle corner of this tract;

THENCE, North 46°23’48” West, along said right-of-way line a distance of 59.54 feet to a 1/2” iron rod found, for an angle corner of this tract;

THENCE, North 43°41’02” West, along said right-of-way line a distance of 204.12 feet, to a 1/2” iron rod found, marking the south corner of a 3.76 acre tract of land conveyed by General Warranty Deed to Scott S. R. Family Limited Partnership, recorded in Volume 1703, Page 587 of the Official Public Records of Hays County, Texas, for the west corner of this tract;

THENCE, North 39°36’13” East, along the southeast line of said 3.76 acre tract, common with the northwest line of this tract, a distance of 261.53 feet to a 2-1/2” cedar post, for an angle corner of this tract;

THENCE, North 43°22’31” East, along the southeast line of said 3.76 acre tract, continuing along the southeast line of a 187.74 acre tract conveyed by Warranty Deed with Vendor’s Lien to Aus-Tex Parts and Service, Inc. recorded in Document No. 18006430 of the Official Public Records of Hays County, Texas, common with the northwest line of this tract, a distance of 900.05 feet, to a 5/8” iron rod found, marking the west corner of a 0.46 acre tract of land conveyed by Special Warranty Deed to County Line Special Utility District, recorded in Document No. 16024633 of the Official Records of Hays County, Texas, for an angle corner of this tract;

THENCE, South 46°37’29” East, along the southwest line of said 0.46 acre tract, common with the northwest line of this tract, to a 5/8” iron rod found, a distance of 100.00 feet, for an angle corner of this tract;

THENCE, North 43°22’31” East, along the southeast line of said 0.46 acre tract, common with the northwest line of this tract, to a 5/8” iron rod found, a distance of 200.00 feet, for an angle corner of this tract;

THENCE, North 46°37’29” West, along the northeast line of said 187.74 acre tract, common with the northwest line of this tract, to a 5/8” iron rod found, lying in the southeast line of said 187.74 acre tract, a distance of 100.00 feet, for an angle corner of this tract;

THENCE, North 43°22’31” East, along the southeast line of said 187.74 acre tract, common with the northwest line of this tract, a distance of 646.43 feet to a 1/2” iron rod found, for an angle corner of this tract;

THENCE, North 42°58’45” East, along the southeast line of said 187.74 acre tract, common with the northwest line of this tract, a distance of 631.21 feet to a 3/8” iron rod found, for an angle corner of this tract;

THENCE, North 42°34’57” East, along the southeast line of said 187.74 acre tract, common with the northwest line of this tract, to a 1/2” iron rod found, a distance of 445.27 feet, for an angle corner of this tract;

THENCE, North 43°18’17” East, along the northeast line of said 187.74 acre tract, common with the northwest line of this tract, a distance of 2,631.42 feet to a 1/2” iron rod found, for an angle corner of this tract;

THENCE, North 42°53’22” East, along the southeast line of said 187.74 acre tract, common with the northwest line of this tract, a distance of 384.32 feet to a drill hole in the center of a 4”x4” concrete marker, lying in the southwest line of a 395.35 acre tract of land conveyed by General Warranty Deed to Walton Camino Real 1, LP, recorded in Volume 3440, Page 208 of the Official Public Records of Hays County, Texas, for the north corner of this tract;

THENCE, South 47°15’24” East, along the southwest line of said 395.35 acre tract, common with the northeast line of this tract, for a distance of 496.77 feet to the center of the base of a steel tee post, for an angle corner of this tract;

THENCE, South 46°17’18” East, along the southwest line of said 395.35 acre tract, common with the northeast line of this tract, for a distance of 898.18 feet, to a 1/2” iron rod found, marking the south corner of said 395.35 acre tract, common with the west corner of a 10.60 acre tract of land conveyed by Warranty Deed With Vendor’s Lien to Jose Yanez and Carolina Negrete Salazar, recorded in Document No. 20060176 of the Official Records of Hays County, Texas, for an angle corner of this tract;

THENCE, South 43°37’10” West, along the northwest line of said 10.60 acre tract, common with the northeast line of this tract, for a distance of 15.73 feet to a 1/2” iron rod found, marking the west corner of said 10.60 acre tract, for an angle corner of this tract;

THENCE, South 46°19’54” East, along the southwest line of said 10.60 acre tract, common with the northeast line of this tract, a distance of 194.45 feet, to a drill hole in the center of a 4” x 4” concrete marker; marking the north corner of a 38.63 acre tract of land conveyed by Warranty Deed with Vendor’s Lien to Luis B. and Maria E. Lopez, recorded in Document No. 9926492 of the Official Public Records of Hays County, Texas, for the east corner of this tract;

THENCE, South 42°53’52” West, along the northwest line of said 38.63 acre tract, common with the southeast line of this tract, for a distance of 894.61 feet, to 1/2” iron rod found, marking the west corner of said 38.63 acre tract, common with the north corner of a 15.76 acre tract of land conveyed by General Warranty Deed with Vendor’s Lien to Jose Erick Rios and Lidia Ivonne Charles Marines, recorded in Document No. 19024565 of the Official Records of Hays County, Texas, for an angle corner of this tract;

THENCE, South 42°55’42” West, along the northwest line of said 15.76 acre tract, common with the southeast line of this tract, for a distance of 897.17 feet, to a 1/2” iron rod found, marking the west corner of said 15.76 acre tract, common with the north corner of a 16.29 acre tract of land conveyed to Oliver A. Billingsly, recorded in Document No. 18019402 of the Official Records of Hays County, Texas, for an angle corner of this tract;

THENCE, South 42°53’39” West, along the northwest line of said 16.29 acre tract, common with the southeast line of this tract, for a distance of 575.08 feet, to a 2” steel pipe fence corner post, marking the west corner of said 16.29 acre tract, common with the north corner of a 49.84 acre tract of land conveyed by Gift Deed to Kerry Pierce and Gerry Leonard, recorded in Document No. 18042906 of the Official Public Records of Hays County, Texas, for an angle corner of this tract;

THENCE, South 43°16’12” West, along the northwest line of said 49.84 acre tract, common with the southeast line of this tract, for a distance of 1,303.34 feet, to a 1/2” iron rod found in concrete, marking the west corner of said 49.84 acre tract of land, for an angle corner of this tract;

THENCE, South 53°51’14” East, along the southwest line of said 49.84 acre tract, common with a northeast line of this tract, for a distance of 1,602.04 feet, to a 1/2” iron rod found, marking the north corner of a 2.30 acre tract of land conveyed by Warranty Deed with Vendor’s Lien to Israel V. James and Ernestina Aguirre, recorded in Document No. 12002522 of the Official Records of Hays County, Texas, for an angle corner of this tract;

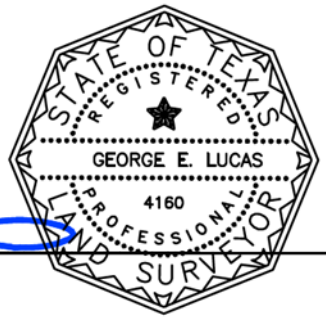
THENCE, South 34°32’20” West, along the northwest line of said 2.30 acre tract, common with a southeast line of this tract, for a distance of 295.22 feet, to a 1/2” iron rod found, marking the west corner of said 2.30 acre tract of land, for an angle corner of this tract;

THENCE, South 52°44’52” East, along the southwest line of said 2.30 acre tract, common with a northeast line of this tract, for a distance of 728.32 feet, to a 1/2” iron rod found set in concrete, lying in the northwest right-of-way line of Texas State Highway 21, a public road, marking the south corner of said 2.30 acre tract of land, common with the southeast corner of this tract;

THENCE, South 34°31’53” West, along the northwest right-of-way line of said Texas State Highway 21, common with a southeast line of this tract, for a distance of 705.68 feet, to a 1/2” iron rod found, marking the east corner of a 6.19 acre tract of land, conveyed by Warranty Deed to John Alan Anderson, recorded in Volume 915, Page 094 of the Official Public Records of Hays County, Texas, for the south corner of this tract;

THENCE, North 48°48’39” West, along the northwest line of said 6.19 acre tract, and along the northwest line of a 77.64 acre tract of land conveyed by Special Warranty Deed to Walton Texas, LP, recorded in Document No. 17005079 of the Official Public Records of Hays Count, Texas, common with a southeast line of this tract, a distance of 2,467.57 feet, to a 3/8” iron rod found set in concrete, marking the north corner of said 77.64 acre tract, for an angle corner of this tract;

THENCE, South 42°49’08” West, along the northeast line of said 77.64 acre tract, common with a southeast line of this tract, a distance of 1,625.15 feet, to the POINT OF BEGINNING, and containing 268.63 acres of land, more or less.



George E. Lucas
R.P.L.S. No. 4160
CELCO Surveying Firm Registration No. 10193975
2205 Stonecrest Path
New Braunfels, Texas 78130
April 27, 2021

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES

Date: **05/24/2021**

Subject: **2021 Bond – Bus Purchase – Longhorn Bus Sales**

Administrator Responsible/Position: **Max Cleaver – Chief Operations Officer**

A. Purpose of Agenda Item:
☒ **Action needed** ☐ **Information only** ☐ **Receive input**

B. Authority for This Action:
☒ **Local Policy** ☐ **Law or Rule** ☐ **N/A**

C. Goal or Need Addressed: The purpose of this agenda item is to procure school buses from Longhorn Bus Sales.

D. Summary:
☒ **Previous board action relating to this item** – The board approved Longhorn Bus Sales 03/2021
☐ **Future action anticipated –**
☒ **Background information** – The 2021 Bond Proposition A (Renovating & Rehabilitating District Assets) contains $3,386,200 to purchase 28 school buses to replace older buses in our fleet. These new buses will come with safety enhancements such as collision mitigation and three-point lap shoulder belts.

Staff proposes to purchase 14 buses now and the remaining 14 buses next year. The current purchase request is summarized in the following table:

TYPE	QUANTITY	UNIT COST	TOTAL
65-passenger (SPED)	6	$112,388	$674,328
77-passenger (Regular)	8	$108,803	$870,424
LCRA M5300 Radios	14	$2,200	$30,800
REI Cameras	14	$2,700	$ 37,800
Buyboard Fee	1	$800	$800
		Total	$1,614,152

E. Scope of Options Reviewed:
BuyBoard Cooperative Contract #630-20 School Buses, Options & Parts
This is a one-year contract with two (2) options to renew through 11/30/2023
Reasons for rejecting alternatives:

F. Comments Received:
☐ **Cabinet** ☐ **DLT** ☐ **FBOC** ☐ **Teacher Org. Reps.** ☒ **Other:** Transportation

G. Administrative Recommendation:
The administration recommends approval of the procurement of school buses from Longhorn Bus Sales.

H. Fiscal Impact and Cost: **Total Amount: $1,614,152**
☐ **Budget – General Operating Fund** ☒ **Bond 2021** ☐ **Grant/Special Funds** ☐ **Other** _____
Prior Year Spending – $5,150
Future/Ongoing – This procurement will be one-time cost

I. Monitoring and Reporting Time Line:

Person responsible for evaluating this decision or action — Filiberto Bonilla – Director of Transportation & Anthony Shields – Assistant Director of Transportation.

Evaluation method and time line -

Next report to the board -

J. Suggested Motion:

I move that the Board approve the procurement of school buses from Longhorn Bus Sales from the 2021 Bond in the amount $1,614,152, as presented.

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES

Date: 05/24/2021

Subject: Procurement – Reading Instructional & Intervention – Reading Software Program – Amplify Education

Administrator Responsible/Position: Sandra Dowdy – Chief Academic Officer

A. Purpose of Agenda Item:
☒ **Action needed** ☐ **Information only** ☐ **Receive input**

B. Authority for This Action:
☒ **Local Policy** ☐ **Law or Rule** ☐ **N/A**

C. Goal or Need Addressed: The purpose of this agenda is to approve Amplify Education for the purchase of a personalized reading software program for students in grades 3rd – 5th for the 2021-2022 school year, the Texas Education Agency will be paying for Amplify for students in grades K-2nd.

D. Summary:
☐ **Previous board action relating to this item** –
☒ **Future action anticipated** – there will be an annual cost for the program.
☒ **Background information** – The district currently doesn't have a reading software program for students in grades 3-5. This program will help provide students with a personalized pathway for reading instruction. Due to the learning loss caused from the pandemic it is vital to provide students with a researched-based online program that will help students who are just learning to read or working on mastering close reading. Amplify Reading, is a supplemental reading curriculum that will help student's progress at their individual level. The program meets all students where they are with powerful individualized instruction and practice, enabling student growth at all reading levels. The mCLASS universal screener works in coordination with this software and places students at the appropriate reading level. The program addresses phonological awareness, phonics and fluency, comprehension skills, and vocabulary. It has a wide array of fiction and non-fiction e-books. The program provides easy to read usage and skill reports. The program also provides individualized reports for parents and caregivers.

TEA provided this software free of charge for students in grade K-2nd this year. Currently K-2nd grade Amplify is provided free of charge by the State. This spring, Amplify was provided free of charge as a pilot for our students in grades 3rd – 5th . Teachers, Instructional Coaches, campus leaders and district personnel were able to pilot this program with their students and provide feedback regarding the software. Feedback was overwhelmingly supportive of the use of this interactive reading software.

E. Scope of Options Reviewed:
Sole Source on File – Per Texas Education Code (TEC) §28.006 (b-1), Amplify mCLASS is the one of the vendors that TEA selected for beginning-of-year kindergarten reading screenings. This will be year 2 implementation of this product.

Reasons for rejecting alternatives: This reading software is directly aligned to the mCLASS reading screener that shows student's reading needs. This program will provide an aligned personalized pathway for improving reading skills.

F. Comments Received:
☐ **Cabinet** ☐ **DLT** ☐ **FBOC** ☐ **Teacher Org. Reps.** ☒ **Other:** Curriculum & Instruction & Campuses

G. Administrative Recommendation:

The administration recommends approval of the purchase of personalized reading software program for students in grades 3rd-5th grade from Amplify Education.

☒ **Advantages/benefits of this proposal** –

- It is a supplemental adaptive curriculum that empowers students at all reading levels to drive their own reading growth.
- It is a comprehensive aligned system. The class is automatically enrolled in the program. It doesn't require additional set-up time.
- It is an adaptive curriculum that is 100% digital and works on any device.
- As students engage in reading practice it takes them through a game world that adapts to meet their unique learning needs.
- The program provides teachers with targeted lessons that can be used one-on-one, in small group or whole group lessons.
- Provides robust classroom and administrator-level reports that give instant results and clear next steps for each student.
- Provides EL supports for students

☒ **Expected results in terms of student benefit/achievement** – To provide students with an engaging, supplemental, personalized reading program that addresses student's unique reading needs.

☒ **Possible problems or disadvantages of this proposal** – Amplify Reading doesn't have a Spanish component. The district provides the Spanish Reading Software Imagine Learning Español for students in grades K-2nd. Imagine Learning is working on a Spanish Reading Software called Imagine Learning Lectura which is targeted to be released in the fall of 2021.

☐ **Effect of this action on other parts of the system** –

☒ **Consequences of not approving recommendation** –Students in grades 3-5 will not have a supplemental reading personalized software.

H. Fiscal Impact and Cost: Total Amount: $92,945.50

☒ **Budget – General Operating Fund** ☐ **Bond** ☐ **Grant/Special Funds** ☐ **Other**

Prior Year Spending – $92,945.50

Future/Ongoing – Ongoing annual cost. If TEA doesn't provide the Amplify K-2nd grade free of charge for the 2022-2023 year, that would need to be added to the total amount.

I. Monitoring and Reporting Time Line: Usage reports will be reviewed quarterly.

Person responsible for evaluating this decision or action— Sami Kinsey, Deputy Academic Officer
Debbie Brown, Director of Academic Support

Evaluation method and time line – Immediately following BOY, MOY, and EOY screeners and ongoing progress monitoring campus teams evaluate student's needs. Student growth in reading will be evaluated through the use of the universal screener and software usage reports. This supplemental reading program will provide students with additional support in reading. The Director of Academic Support oversees the process to ensure that all students receive the needed interventions to be successful.

Next report to the board –

J. Suggested Motion:

I move that the Board approve Amplify for the purchase of the Reading software as justified by TEC §28.006 (b-1) for $92, 945.50 as presented.

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES

Date: 05/24/2021

Subject: Procurement – Reading Instructional & Intervention K-5 & Math – Amplify Education

Administrator Responsible/Position: Sandra Dowdy – Chief Academic Officer

A. Purpose of Agenda Item:
☒ **Action needed** ☐ **Information only** ☐ **Receive input**

B. Authority for This Action:
☒ **Local Policy** ☐ **Law or Rule** ☐ **N/A**

C. Goal or Need Addressed: The purpose of this agenda is to approve Amplify for the purchase of mCLASS Reading & Math universal screener.

D. Summary:
☒ **Previous board action relating to this item** – In 2020 the Amplify Education mCLASS Screener was selected to be the universal screener for K-5 Reading and K-3 Math.
☒ **Future action anticipated –** annual renewal
☒ **Background information**
This screener will assess students in both English and Spanish. The mCLASS Texas Edition has been selected **as an approved Texas Education Agency Reading Diagnostic tool** that will be aligned to the HB 3 Science of Teaching Reading initiatives. The use of a universal screening is vital in identifying students at risk for academic difficulty in reading and math. Through a partnership with TEA, Amplify Reading mCLASS for K-2 will be free through 2022. This procurement allows us to expand usage to 3-5th grade with the mCLASS Reading and K-3rd grade math. Teachers will be able to access all information through one dashboard for both English and Spanish. There is a reoccurring annual cost for this program.

E. Scope of Options Reviewed:
Sole Source on File – Per Texas Education Code (TEC) §28.006 (b-1), Amplify mCLASS is the one of the vendors that TEA selected for beginning-of-year kindergarten reading screenings. This will be year 2 implementation of this product.

In 2020 a committee composed of the District ELAR Coordinator, Deputy Academic Officer, Director or Multi-Lingual, English & Bilingual Literacy Specialists, Curriculum Director & Elementary Math Coordinator reviewed TEA's approved Universal Screeners. Amplify's mCLASS was vetted by elementary principals and instructional coaches.
Reasons for rejecting alternatives: The continued use of a consistent universal screener allows

F. Comments Received:
☐ **Cabinet** ☐ **DLT** ☐ **FBOC** ☐ **Teacher Org. Reps.** ☒ **Other:** Curriculum & Instruction

G. Administrative Recommendation:
The administration recommends approval of Amplify mCLASS for the required TEA Universal Screener for reading and math.
☒ **Advantages/benefits of this proposal** –
- Correct identification of at-risk students is especially important so that the right students receive appropriate tiered interventions. The mCLASS Texas Edition includes:
- Efficient one-minute DIBELS® 8th Edition and IDEL (Spanish) measures, plus additional Amplify-developed measures that fulfill TEA's Language and Literacy requirements
- Engaging, personalized instruction to provide remediation and enrichment for all students
- A built-in dyslexia screener with a risk indicator that clearly shows at-risk students and meets the state's K–1 requirement (TEA recently waived the HB3 requirement for the required dyslexia screener for one more year, but we feel this would be detrimental to our students to postpone these in-depth dyslexia evaluation.)

- Instruction that highlights observed patterns from students' assessment results and recommends activities to target skill deficits
- Robust classroom and administrator-level reports that give instant results and clear next steps for each student
-

☒ **Expected results in terms of student benefit/achievement** – To allow teachers tools to better instruct students in reading at their independent level and provide remediation and support as needed. Embedded with this program is a grouping program that allows teachers to group students based on reading and math skills.

☐ **Possible problems or disadvantages of this proposal** –

☐ **Effect of this action on other parts of the system** –

☒ **Consequences of not approving recommendation** – Teachers, interventionists and dyslexia teachers will not have the tools to easily identify students with at-risk reading and math characteristics.

H. Fiscal Impact and Cost: Total Amount: $78,221.70

☒ **Budget – General Operating Fund** ☐ **Bond** ☐ **Grant/Special Funds** ☐ **Other**

Prior Year Spending – $105,993.18

Future/Ongoing – Year 1 and 2 of the K-2 mCLASS Reading is being offered free in coordination with TEA HB 3 goals. The purchase price includes adding grade 3 reading and K-3 Math.

I. Monitoring and Reporting Time Line: 2020-2021 Hays CISD Assessment Calendar will assess students in K-3 three times a year.

Person responsible for evaluating this decision or action— Sami Kinsey – Deputy Academic Officer
Debbie Brown, Director of Academic Support

Evaluation method and time line – Immediately following BOY, MOY, and EOY screeners campus teams evaluate student's needs. The Director of Academic Support oversees the process to ensure that all students receive the needed interventions to be successful.

Next report to the board – The mCLASS Universal Screener data will be reported to the board as part of the district's goals.

J. Suggested Motion:

I move that the Board approve Amplify for the purchase of mCLASS Reading & Math universal screener as justified by TEC §28.006 (b-1) for $78,221.70 as presented.

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES

Date: 05/24/2021

Subject: Procurements: Orientation – Rebranding of Hays HS – Various Vendors

Administrator Responsible/Position: Sandra Dowdy – Chief Operations Officer

A. Purpose of Agenda Item:
☒ **Action needed** ☐ **Information only** ☐ **Receive input**

B. Authority for This Action:
☒ **Local Policy** ☐ **Law or Rule** ☐ **N/A**

C. Goal or Need Addressed: The purpose of this agenda is to procure the various items to rebrand Hays HS.

D. Summary:
☒ **Previous board action relating to this item** – The board previously approved:
- BSN Sports – 05/18/2020
- Fred J Miller (FJM) – 03/25/2019
- Quality Hardwood Floor – 02/24/2020

☐ **Future action anticipated -**
☒ **Background information** – Hays CISD stakeholders decided to rebrand the mascot and logo for Hays High School. The items below is an extensive list of uniforms, branding items, signage, and extra-curricular items that will replace the old logo with the new "Hays Hawks" mascot. Due to the magnitude of this project; we may have missed a few items and will submit another procurement in the fall for those items if any.

ALL AMERICAN FLAGS & BANNERS	FLAGS	$3,069.00
ALL STAR INFLATABLES	TUNNEL	$10,730.00
AUSTIN EXTREME GRAPHICS	BAND TRAILER FULL WRAP	$15,802.50
BSN SPORTS	FOOTBALL UNIFORMS	$37,195.00
BSN SPORTS	MAIN COURT WALL PADS	$6,857.86
BSN SPORTS	DELUXE SIDELINE CHAIRS	$9,041.65
BSN SPORTS	SWIM UNIFORMS	$4,995.00
BSN SPORTS	WRESTLING MAT 38X38	$14,222.87
BSN SPORTS	WRESTLING UNIFORMS	$7,155.00
BSN SPORTS	GOLF UNIFORMS	$5,403.00
BSN SPORTS	GIRLS BASKETBALL UNIFORMS	$16,692.00
BSN SPORTS	BOYS BASKETBALL UNIFORMS	$13,619.00
BSN SPORTS	WRESTLING COLUMN PADS	$649.99
BSN SPORTS	BOYS SOCCER UNIFORMS	$26,322.00
BSN SPORTS	BASEBALL UNIFORMS	$21,415.00
BSN SPORTS	GIRLS TRACK UNIFORMS	$9,950.00
BSN SPORTS	FOOTBALL TRAVEL SWEATS	$7,495.00
BSN SPORTS	BOYS TRACK UNIFORMS	$14,195.00
BSN SPORTS	GOAL POST PAD W/HOOKUP	$2,058.04
BSN SPORTS	GIRLS VOLLEYBALL UNIFORMS	$15,705.00
BSN SPORTS	TENNIS UNIFORMS	$2,583.60
BSN SPORTS	GIRLS SOCCER UNIFORMS	$17,801.00
BSN SPORTS	SOFTBALL UNIFORMS	$15,430.00

BSN SPORTS	FOOTBALL EQUIPMENT BAGS	$5,805.00
BSN SPORTS	FRESHMEN FOOTBALL JERSEYS	$8,235.00
BSN SPORTS	SIGNAGE REPLACEMENT	$94,901.00
BSN SPORTS	LOGO PATCHES	$1,250.00
BSN SPORTS	MEDIA BACKDROP & TABLE CLOTH	$1,412.40
BSN SPORTS	STORAGE UNITS	$24,580.00
CENTRAL TEXAS RECOGNITION	STAFF SHIRTS	$6,205.00
CHAMPION TEAMWEAR	CHEER POMS	$960.00
DANZGEAR LLC	HIGHSTEPPERS JERSEY/UNIFORMS	$1,778.00
E-Z UP	CANOPIES	$6,007.87
FRED J MILLER (FJM)	BAND UNIFORMS	$117,800.00
IMAGE MAKER 4U INC	TRACK BOARD	$1,325.00
JIMMY CLAY/ROY KIZER GOLF	GOLF BAGS W/LOGO	$2,965.00
MARQUEE VENDOR	NEW MARQUEE ON FM 2770	$38,539.00
QUALITY HARDWOOD FLOORING	GYM FLOOR RESURFACING	$40,700.00
SAN SABA CAP INC	FOOTBALL TIES	$1,642.00
SPORTS IMPORTS	POLE PADDING & WRAPS – VOLLEYBALL	$3,984.50
UCS	HIGH & LONG JUMP PAD & PIT COVERS	$2,835.00
VARSITY SPIRIT FASHION	HAWK CHARACTER COSTUME Amount reduced to $1500 to be equitable with district funds provided to LHS and JHS for mascot costume purchases	$1,500.00
VARSITY SPRIT FASHION	CHEER UNIFORMS Amount reduced by $13,113.70 – decreased number of uniforms to be purchased from 75 to 50	$49,998.50
Grand Total		**690,810.78**

E. Scope of Options Reviewed

BSN Sports – BuyBoard Cooperative Contract #583-19
This is a one-year contract with two (2) additional options to renew through 08/31/2023

Fred J Miller (FJM) – BuyBoard Cooperative Contract #587-19 Uniforms & Accessories
This is a one-year contract with one (1) option to renew through 05/31/2022

F. Comments Received:

☐ **Cabinet** ☐ **DLT** ☐ **FBO** ☐ **Teacher Org. Reps.** ☒ **Other:** Hays High School

G. Administrative Recommendation:

The administration recommends the approval of the procurement of various items related to the rebranding of HHS

H. Fiscal Impact and Cost: Total Amount $691,079.78

☒ **Budget – General Operating Fund** ☐ **Bond** ☐ **Grant/Special Funds** ☐ **Other:**

Prior Year Spending –

VENDOR	FY 20 SPEND
All American Flags & Banners	$ -
All Star Inflatables	$ 11,095.00
Austin Extreme Graphics	$ -
BSN Sports	$ 821,420.47
Central Texas Recognition	$ 45,989.75
Champion Teamwear	$ -
Danzgear LLC	$ 7,436.84
E-Z Up	$ 1,130.29
Focus Digital Displays	$ -
Fred J Miller (FJM)	$ 121,779.65
Image Maker 4U Inc	$ -
Inflatable Design Group	$ -
Jimmy Clay/Roy Kizer Golf	$ -
Quality Hardwood Flooring	$ 118,818.00
San Saba Cap Inc	$ -
Sports Imports	$ 6,135.00
UCS	$ 2,795.00
Varsity Spirit Fashion	$ 15,096.50

Future/Ongoing – These procurements will be a one-time expense

I. Monitoring and Reporting Time Line:
Person responsible for evaluating this decision or action — Sandra Dowdy – Chief Academic Officer
Evaluation method and time line -
Next report to the board -

J. Suggested Motion:
I move that the Board approve the procurement of various items related to the rebranding of HHS for $691,079.78 as presented.

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES

Date: **May 17, 2021**

Subject: TASB Pay Maintenance Study

Administrator Responsible/Position: Marivel Sedillo, Chief Human Resources Officer

A. Purpose of Agenda Item:

☐ **Action Needed** ☒ **Information Only** ☐ **Receive Input**

B. Authority for This Action:

☐ **Local Policy** ☐ **Law or Rule** ☒ **NA**

C. Goal or Need Addressed:

The material shared will provide information on how 2020-2021 salaries for district employees compare to market. Hays CISD wants to attract and retain the highest quality of educators and support personnel in the best interest of our students.

D. Monitoring and Reporting Timeline:

Person responsible for evaluating this decision or action – Marivel Sedillo, Chief Human Resources Officer

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES

Date: **May 17, 2021**

Subject: Local Policy Revision –EIC (LOCAL) Academic Achievement Class Ranking – FIRST READING

Administrator Responsible/Position: **Sami Kinsey, Deputy Academic Officer**

A. Purpose of Agenda Item:
☐ **Action Needed** ☐ **Information Only** ☒ **Receive Input**

B. Authority for This Action
☒ **Local Policy (EIC LOCAL)** ☐ **Law or Rule** ☐ **N/A**

C. Goal or Need Addressed: The goal of EIC (LOCAL) is to address the calculation of GPA for Class Rank.

D. Summary:
☐ **Previous board action relating to this item -**
☐ **Future action anticipated -**
☒ **Background information –**EIC LOCAL addresses the calculation of GPA for class rank, we seek to adjust our current policy to reduce disparities in calculation of weighted GPA for Class Rank and in the reporting of unweighted GPA

E. Scope of Options Reviewed:

Reasons for rejecting alternatives – Not having a policy that aligns with practice needs to be addressed.

F. Comments Received:
☒ **Cabinet** ☐ **DLT** ☐ **FBOC** ☐ **Teacher Org. Reps.** ☐ **Other** _____
☐ **From public -**
All agenda items are reviewed by the Superintendent's Cabinet.

G. Fiscal Impact and Cost: **Amount $_____0_____**
☐ **Budget – General Operating Fund** ☐ **Bond** ☐ **Grant/Special Funds** ☐ **Other** _____
Prior Year Spending: $_____
Future/Ongoing: $ _____

H. Monitoring and Reporting Time Line:
Person responsible for evaluating this decision or action – Sami Kinsey, Deputy Academic Officer
Evaluation method and time line – GPA for Class Rank is calculated by our Student information system and monitored by campus and district administration
Next report to the board -

Weighted Grading System

The District shall use a weighted grading system to arrive at the grade point averages (GPA) to be used in determining valedictorian, salutatorian, and class ranking for high school students.

Classes shall be identified as follows:

1. Tier I Classes—classes designed to prepare students to take Advanced Placement (AP) exams and follow the guidelines prescribed by the College Board.
2. Tier II Classes—classes by curriculum design and instruction that present material at an accelerated rate and at a higher level than in regular classes, ~~including dual credit for students entering grade 11 in the 2014–15 school year~~.
3. Tier III Classes—classes by curriculum design and instruction for all students regardless of academic ability.
4. Tier IV Classes—classes that are developed locally for local credit, including modified Texas Essential Knowledge and Skills (TEKS) courses, for all students regardless of academic ability.

All semester grades, except those awarded for band, choir, drill team, cheerleading, athletics, and student aide, shall be used to compute class ranking. ~~Credits earned through dual credit programs with colleges or universities shall not be used to calculate class rank.~~

~~Beginning with students entering grade 11 in the 2014–15 school year, credits and grades earned through dual credit programs with colleges and universities with whom the District has an articulation agreement shall be used to calculate class rank (Tier II).~~

Beginning with students entering grade 9 in the 2022-23 school year (2026 cohort), all semester grades for core (English, math, social studies and science) classes and languages other than English, as defined by the Texas Education Agency in TEC §74.12.shall be used to compute class ranking.

Numerical averages shall be posted to each student's permanent record.

Valedictorian and Salutatorian

The high school valedictorian and salutatorian shall be selected as follows:

1. Semester averages in all courses taken for high school credit except as noted above (including those taken in middle school), the average of the third nine-week grading period, and the average of the first six weeks of the final nine-week grading period of the spring semester of the senior year shall be considered when arriving at an average. The sum total of

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grade points divided by the total number of credits taken shall represent the GPA.

Beginning with students entering grade 9 in the 2022-23 school year (2026 cohort), all semester grades for core (English, math, social studies and science) classes and languages other than English, as defined by the Texas Education Agency in TEC §74.12 along with the averages of those classes from the third nine-week grading period and the first six weeks of the final nine-week grading period of the spring semester of the senior year shall be considered when arriving at an average. The sum total of grade points in core and LOTE classes divided by the total number of those credits taken shall represent the GPA.

2. To be eligible for valedictorian or salutatorian honors at a high school, a student must have been continuously enrolled in the high school for two years preceding graduation and must have completed the Recommended Program or the Advanced/Distinguished Achievement Program for graduation.

Live Oak Academy

Live Oak Academy shall not identify a valedictorian or salutatorian but shall award an honors designation to the graduating senior with the highest GPA as determined in May of each year. Only a student who has been enrolled for 85 days at Live Oak Academy and who enrolled before the first day of the school year shall be eligible as an honors graduate.

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Hays CISD GPA and Rank Committee Recommendations

2021 Committee Recommendations	Implementation Detail
Recommendation 1: Include only core (English, math, science social studies) classes and languages other than English (LOTE) in calculations of GPA for class rank **Recommendation 2:** Include unweighted GPA along with class rank and weighted GPA on high school transcripts **Recommendation 3:** Reduce the GPA weight gap between AP and locally developed course work (tiers) to Tier I—5.0, Tier II—4.5, Tier III—4.0 **Recommendation 4:** Reconfigure scale on which Hays CISD reports unweighted grades **Recommendation 5:** Leave Dual Credit and OnRamps Courses at Tier II **Recommendation 6:** Implement any recommendations for Class of 2026	**Recommendation 1:** • Include only those classes considered Core and LOTE by Texas Administrative Code, Chapter 74, Subchapter B • No limit on number of Core + LOTE classes **Recommendations 3 & 4:**

Numerical Grade	Tier I (AP)	Tier II (Advanced/DC/ OnRamps)	Tier III On-Level and Unweighted	Tier IV Locally Developed
93-100	5.0	4.5	4.0	3.5
93-96	5.0	4.5	4.0	3.5
90-92	4.7	4.2	3.7	3.2
87-89	4.3	3.8	3.3	2.8
83-86	4.0	3.5	3.0	2.5
80-82	3.7	3.2	2.7	2.2
77-79	3.3	2.8	2.3	1.8
73-76	3.0	2.5	2.0	1.5
70-72	2.7	2.2	1.7	1.2
67-69*	2.3	1.8	1.3	0.8
65-66*	2.0	1.5	1.0	0.5
Below 65	0.0	0.0	0.0	0.0

*Only calculated for year-long average if average of first and second semesters is above a numerical grade of 70.

GPA and Class Rank Committee Recommendation for Policy Change

Hays CISD Board of Trustees Meeting
May 17, 2021

Alejandro Correa
Hays CISD Parent
Logan Stroud
Teacher, Lehman High School

Hays CISD Committee on GPA and Class Rank 2021

Committee Membership

Voting Members	Non-voting members	Ex Officio/Observers
Curtis Barker—Counselor, LHS	Jennifer Garcia-Edwardsen—C&I	David Pierce—HHS Principal
Jill Burns—Teacher, JHS	Rebecca Hudson—Ac. Dean, JHS	Karen Zuniga—LHS Principal
Yazmina Concellosi—Parent, LHS	Sami Kinsey—C&I	
Alejandro Correa—Parent, LHS	Joanne Lytle—Ac. Dean, LHS	
Richard Cronshey—Community	Joy Harris Philpott—C&I	
Donald Davis—Teacher, HHS	Charlotte Winkelmann—C&I	
Bert Garza—Parent, JHS (DMS)	Megan Zembik—Ac. Dean, HHS	
Zulma Hernandez-Ramirez—Counselor, HHS		
Jaqueline Hooks—Teacher, JHS		
Tonya Kallfelz—Asst. Prin., HHS		
Jana Krueger—Counselor, JHS		
Crystal Luna—Parent, LHS (CMS)		
Brett Miksch—Principal, JHS		
Billy Norton—Teacher, HHS		
Cory Rebmann—Teacher, LHS		
Danielle Renteria Gwin—Tchr., HHS		
Logan Stroud—Teacher, LHS		
Paige Summers—Teacher, JHS		
Samantha Zapalac—Parent, HHS		
Kelly Zarate—Teacher, HHS		

Purpose of Committee

- Review current policies around GPA and Class Rank in Hays CISD
- Review recommendations made by the 2018-19 committee
- Gather and review community, parent, and student input on recommendations
- Present a set of recommendations on GPA and Class Rank to the Hays CISD Board of Trustees in April, 2021
- Refine recommendations into policy and guidelines for consideration by Hays CISD Board of Trustees

Input gathered from

- Previous committee recommendations
- Committee member conversations with parents, students, teachers
- Students
  - Surveys of Class of 2019
  - Superintendent's Advisory Council
  - Survey of current juniors and seniors (249 responses)
- Parents
  - Survey of parents of current secondary students (723 responses)
- Teachers and campus administrators—members of committee
- School board members and community members speaking in open session at board meetings

Hays CISD GPA and Rank Committee Recommendations

2021 Committee Recommendations	Implementation Detail
Recommendation 1: Include only core (English, math, science social studies) classes and languages other than English (LOTE) in calculations of GPA for class rank **Recommendation 2:** Include unweighted GPA along with class rank and weighted GPA on high school transcripts **Recommendation 3:** Reduce the GPA weight gap between AP and locally developed course work (tiers) to Tier I—5.0, Tier II—4.5, Tier III—4.0 **Recommendation 4:** Reconfigure scale on which Hays CISD reports unweighted grades **Recommendation 5:** Leave Dual Credit and OnRamps Courses at Tier II **Recommendation 6:** Implement any recommendations for Class of 2026	**Recommendation 1:** • Include only those classes considered Core and LOTE by Texas Administrative Code, Chapter 74, Subchapter B • No limit on number of Core + LOTE classes **Recommendations 3 & 4:**

Numerical Grade	Tier I (AP)	Tier II (Advanced/DC/ OnRamps)	Tier III On-Level and Unweighted	Tier IV Locally Developed
93-100	5.0	4.5	4.0	3.5
93-96	5.0	4.5	4.0	3.5
90-92	4.7	4.2	3.7	3.2
87-89	4.3	3.8	3.3	2.8
83-86	4.0	3.5	3.0	2.5
80-82	3.7	3.2	2.7	2.2
77-79	3.3	2.8	2.3	1.8
73-76	3.0	2.5	2.0	1.5
70-72	2.7	2.2	1.7	1.2
67-69*	2.3	1.8	1.3	0.8
65-66*	2.0	1.5	1.0	0.5
Below 65	0.0	0.0	0.0	0.0

*Only calculated for year-long average if average of first and second semesters is above a numerical grade of 70.

Recommendation 1: Include only core (English, math, science social studies) classes and languages other than English (LOTE) in calculations of GPA for class rank

- Implementation detail:
  - Include only those classes considered Core and LOTE by Texas Administrative Code, Chapter 74, Subchapter B
  - No limit on number of Core + LOTE classes
- Committee Rationale:
  - Expanding the definition of Core + LOTE to include some CTE classes and some AP arts and humanities classes incentivizes certain high school endorsements more than others creating an uneven playing field for students in other pathways

Recommendation 2: Include unweighted GPA along with class rank and weighted GPA on high school transcripts

- Committee Rationale transcripts currently reflect class rank and weighted GPA; colleges and scholarship committees often request unweighted GPA as part of application process. An unweighted GPA that includes all classes is reflective of overall effort

Recommendation 3: Reduce the GPA weight gap between AP and locally developed course work (tiers) to Tier I—5.0, Tier II—4.5, Tier III—4.0

- Committee Rationale:
  - Reducing the point distance between Tiers I, II, and III creates more flexibility for students in deciding what classes to take by reducing the impact of one Tier over another
  - This increased flexibility will hopefully encourage students to explore interests more broadly in high school
  - While reducing the weight gap between Tiers would change outcomes for some students (see next slide), we believe that the biggest changes will be before the fact in choices around which courses to take

Recommendation 4: Reconfigure scale on which Hays CISD reports unweighted grades

- Implementation detail:

Numerical Grade	Tier I (AP)	Tier II (Advanced/DC/ OnRamps)	Tier III On-Level and Unweighted	Tier IV Locally Developed
93-100	5.0	4.5	4.0	3.5
93-96	5.0	4.5	4.0	3.5
90-92	4.7	4.2	3.7	3.2
87-89	4.3	3.8	3.3	2.8
83-86	4.0	3.5	3.0	2.5
80-82	3.7	3.2	2.7	2.2
77-79	3.3	2.8	2.3	1.8
73-76	3.0	2.5	2.0	1.5
70-72	2.7	2.2	1.7	1.2
67-69*	2.3	1.8	1.3	0.8
65-66*	2.0	1.5	1.0	0.5
Below 65	0.0	0.0	0.0	0.0
*Only calculated for year-long average if average of first and second semesters is above a numerical grade of 70.				

- Committee Rationale the current unweighted (4.0) scale for Hays CISD generally has students a half-point lower than they would be at a college or another high school for the same grade. This puts our students at disadvantage when applying for scholarships or to participate in sports on campuses governed by NAIA (National Association of Intercollegiate Athletics) like Texas A&M San Antonio and Texas Wesleyan.

Recommendation 5: Leave Dual Credit and OnRamps Courses at Tier II

- Committee Rationale: In polling for the committee, opinions on Tier I or Tier II for both Dual Credit and OnRamps was split as closely as current students on Dual Credit (with slight preference for remaining at Tier II). With no clear consensus we do not recommend change at this time.
- Recommendation 3 to reduce the distance between Tier I and Tier II will help mitigate some of the concerns inherent in the conversation around weight for Dual Credit and OnRamps

Recommendation 6: Implement any of the previous recommendations on which the Board wishes to take action for Class of 2026 (current 7th grade)

- Committee Rationale current 8th grade students have already taken high-school credit-bearing courses that could be affected retroactively by implementation of any of the aforementioned recommendations. Should the Board change policy, rising 8th grade students could still change schedules if they wish.

Next Steps

The policy change submitted incorporates all of these recommendations.

- Should the board desire to accept all recommendations on the GPA and its calculation for Class Rank, the policy update to EIC LOCAL will require a first and second reading (at May and June Board meetings)
- Should the board desire to accept only some recommendations policy EIC LOCAL will be revised to reflect those recommendations that the board wishes in implement. First and second readings of the policy would be pushed to June and August.

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES

Date: **May 17, 2021**

Subject: **Summary of the application and plan for use of the ESSER III Funds**

Administrator Responsible/Position: **Mary Noble, Deputy Academic Officer**
Randy Rau, Chief Financial Officer

A. Purpose of Agenda Item:

☐ **Action Needed** ☒ **Information Only** ☐ **Receive Input**

B. Authority for This Action:

☒ **Local Policy** ☐ **Law or Rule** ☒ **NA**

CBB(LEGAL) and CB(LOCAL)

C. Goal or Need Addressed:

TEA guidance on the Elementary and Secondary School Emergency Relief III (ESSER III) Fund application process references required public notice for all federal grant applications before the district submits an application to TEA. To meet this requirement, a district may provide a summary of the application and plan for the use of funds as an information item at a board meeting or by other means of public notice.

D. Summary:

☐ **Previous board action relating to this item –**

☒ **Future action anticipated –**

Due to the number of public notice requirements in federal grant statutes, TEA recommends that school districts develop local board policy to address how the district will provide required public notice regarding federal grants and awards for consistency. Administration anticipates possibly bringing policy CB(LOCAL) to the board for adoption of revisions required by TEA.

☒ **Background information –**

TEA guidance on the Elementary and Secondary School Emergency Relief III (ESSER III) Fund application process references required public notice for all federal grant applications before the district submits an application to TEA. To meet this requirement, a district may provide a summary of the application and plan for the use of funds as an information item at a board meeting or by other means of public notice.

The required Use of Funds Plan and Return to In-Person Instruction and Continuity of Services Plan also require public notice and comment, and the TEA guidance indicates that approval of these plans must be based on local policies regarding approval of such types of plans.

ESSER III $17,403,888

- ESSER III (Elementary and Secondary School Emergency Relief) Grant Program
- Authorized in the American Rescue Plan Act (ARP), signed into law in March 2021.
- Period of availability is March 13, 2020 (with pre-award), to September 30, 2024 (with carryover).
- Funds used to respond to the pandemic and to address student learning loss as a result of COVID-19.

ESSER COVID Priorities (2021-2022): $17,403,888					
ARP ESSER III (Elementary and Secondary School Emergency Relief) Grant Program: was authorized in the American Rescue Plan Act (ARP), signed into law in March 2021. Period of availability is March 13, 2020 (with pre-award), to September 30, 2024 (with carryover). Needs assessments, input and guidance was given by: Campuses, departments and District Leadership Team. In addition, COVID related questions were shared in the K-12 survey (awaiting results as of 5/21). As additional data is recieved, campuses may receive more resources. This is our starting point for the 2021-2022 school year.					
	2/3	**Fiscal Cliff**	**1/3**	**Estimated Amount**	**2/3 Remaining**
PreAward	$1,160,259	10%	$580,130	$1,690,000	-$529,741
21-22	$4,641,036	40%	$2,320,518	$4,363,000	$278,036
22-23	$3,480,777	30%	$1,740,389		
23-24	$2,320,520	20%	$1,160,259		
Totals	**$11,602,592**		**$5,801,296**		
Campuses					
Barton	ESSER Math Interventionist	$70,000	$10,000	Get More Math	
Blanco Vista	ESSER K-2 Interventionist	$70,000			
Buda	ESSER Interventionist	$70,000			
Camino Real	ESSER Bilingual Interventionist	$70,000			
Carpenter Hill	ESSER Interventionist	$70,000			
Chapa	ESSER Math Interventionist	$70,000			
Dahstrom	ESSER Math Interventionist	$70,000			
Elm Grove	ESSER Interventionist	$70,000	$17,000	GregTangMath	
Fuentes	ESSER Interventionist	$70,000			
Green	ESSER K-1 Interventionist	$70,000			
Hays	ESSER Math Interventionist	$70,000			
Hemphill	ESSER Interventionist	$70,000			
Impact	ESSER At Risk Interventionist	$70,000			
Johnson	ESSER SEL Counselor	$70,000	$30,000	Reading Plus	
Kyle	ESSER Interventionist	$70,000			
Lehman	ESSER Interventionist	$70,000	$5,000	Additional days for planning interventions	
Live Oak	ESSER Phoenix Interventionist	$70,000			

McCormick	ESSER Interventionist	$65,000			
Negley	ESSER 3-5 Interventionist	$70,000			
Pfluger	ESSER 3-5 Interventionist	$70,000			
Science Hall	ESSER Math Interventionist	$70,000	$10,000	High Interest Decodable Readers	
Simon	ESSER Interventionist	$70,000			
Tobias	ESSER K-2 Interventionist	$70,000	$11,000	Tutoring & Sat camps	
Uhland	ESSER Bilingual Reading Interventionist	$70,000			
Wallace	ESSER Math Interventionist	$70,000			
Maintenance	Bipolar Ionization for Educational Facilities. Plasma Air Ionizer (one time cost)	$725,000			
Transportation	Blank ID Smart Tag ID Badges, Sleeves for ID badges, Lanyards for badges, Smart Tag USB readers, Color ribbons for printers.	$100,000			
Custodial	Water Bottle Fillers (One time cost)	$50,000			
Dyslexia/ RtI	ESSER Intervention Coordinator	$90,000	$20,000	Consultant/ Training for secondary ELA teachers	
SpEd	ESSER Social Workers/ Behavior Specialists (6)	$420,000	$10,000	Math remediation	
ELL	ESSER ELL Specialist	$75,000			
C&I	ESSER Blended Learning Coach (1) & I VIrtual Academy Lead (if virtual learning if funded by legistlature)	$140,000			
C&I	2022 Summer School	$500,000			
C&I	ESSER District Math Specialist	$75,000	$200,000	Amplify & Reading Plus	
Counseling	ESSER SEL/Advising Coordinator	$90,000	$40,000	Clerk for SEL & Interventions	

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES

Date: May 24, 2021

Subject: April 2021 Financial Statements

Administrator Responsible/Position:

A. Purpose of Agenda Item:

☐ **Action needed** ☒ **Information only** ☐ **Receive input**

B. Authority for This Action:

☐ **Local Policy** ☐ **Law or Rule** ☒ **N/A**

C. Goal or Need Addressed:

D. Summary:

☒ Previous board action relating to this item - Monthly

☐ Future action anticipated -

☒ Background information – A separate summary is attached with the financials.

E. Comments Received:

☒ Cabinet ☐ DLT ☐ FBOC ☐ Teacher Org. Reps. ☐ Other _____

F. Administrative Recommendation:

There is no board action necessary. The monthly financial statements are presented as an information item.

G. Fiscal Impact and Cost: **Amount: $_____**

☐ Budget ☐ Bond ☐ Grant/Special Funds ☐ Other _____

H. Suggested Motion:

There is no board action necessary. The monthly financial statements are presented as an information item.

Hays Consolidated Independent School District

Division of Financial Services
21003 Interstate 35 Frontage Road
Kyle, Texas 78640
Ph: (512) 268-2141
Fx: (512) 268-2147

Date: May 24, 2021

Monthly Financial Highlights

- The monthly Financial Reports represent financial data through April 30, 2021.
- The cash and investment balances of all funds at month end totals $136,176,176.37. The General Fund makes up the largest portion of the total with $78,328,427.61 or roughly 57.52%.
- Through the end of the month (10/12 or 83.33% of the budget year):
  - The General Fund has collected $151,388,948.68 (76.43% of its budgeted revenue) and has spent $156,090,036.92 (77.39% of its budgeted expenditures). The ending fund balance through the month of April 2021 is $62,797,523.45.
  - The Child Nutrition fund has collected $4,896,397.79(49.44% of its budgeted revenue) and has spent $5,334,269.60 (53.62% of its budgeted expenditures).
  - The Debt Service fund collected $48,951,018.86 (111.98% of its budgeted revenue) and spent $43,013,341.72 (98.39) of its budgeted expenditures). Debt service payments are made two times a year, February 15th and August 15th.
  - The Capital Project funds have expenditures of $2,586,645.34 in the current fiscal year through the month of April 2021 and collected $22,599.06 in interest revenue.
- Special Revenue funds consist of Federal, State, and local grants received by the District. Some of these grants such as Title I and IDEA are non-competitive federal grants which the District receives based on certain types of student populations reported through PEIMS. Other local grants are "competitive grants" and are awarded based on demonstrated needs. This group of funds also includes the Textbook (IMA) and awarded Education Foundation funds. Total revenue collected is $7,396,731.74 and total expenditures spent is $7,710,467.81.
- Current Tax collections for the month of April 2021 totaled $1,146,099.10 representing .85% of the levy collected during the month. Approximately 97.59% of the total levy has been collected through the end of April 2021. In comparison, 98.13% of the total levy was collected through the end of April 2020.

If you should have any questions regarding these financials please contact me.

Randall Rau, CPA

Chief Financial Officer
Hays Consolidated Independent School District

Hays Consolidated Independent School District

Financial Reports

April 30, 2021

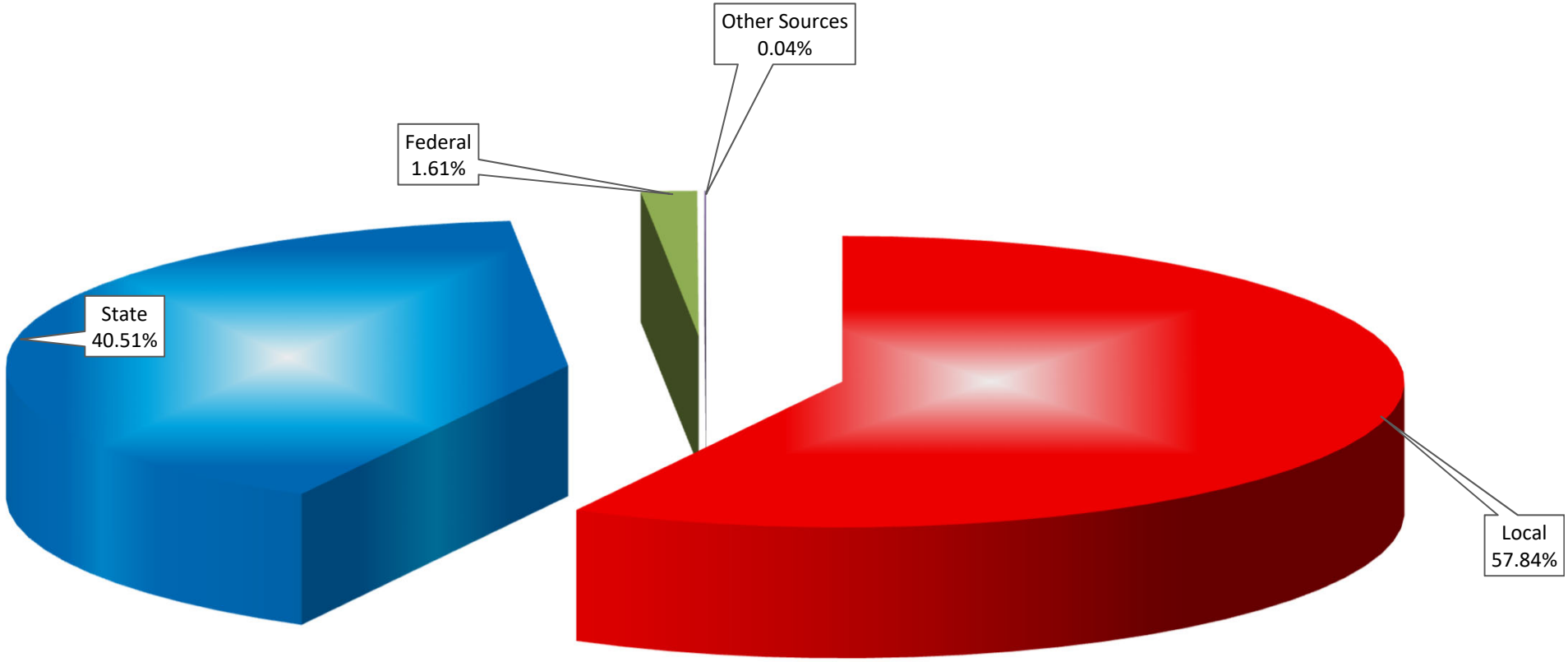
Hays Consolidated Independent School District
Combined Balance Sheet
for the Month Ending April 30, 2021
(Un-Audited)

	General Fund	Child Nutrition Fund	Debt Service Fund	Capital Projects Funds	Special Revenue Funds	Total
Assets:						
Cash and Cash Equivalents	$ 18,210,789.35	$ 29,059.80	$ 30,427.86	$ 93,107.03	$ 428,106.64	$ 18,791,490.68
Current Investments	60,117,638.26	864,340.47	38,154,693.76	18,248,013.20	-	117,384,685.69
Total Cash and Investments	**$ 78,328,427.61**	**$ 893,400.27**	**$ 38,185,121.62**	**$ 18,341,120.23**	**$ 428,106.64**	**$ 136,176,176.37**
Property Taxes - Delinquent	2,329,520.68	-	1,101,692.13	-	-	3,431,212.81
Allowance for Uncollectible Taxes	(641,060.91)		(281,301.97)	-	-	(922,362.88)
Due from State Agencies	1,663,627.67	-	-	-	-	1,663,627.67
Due from other Governments	939,593.75	-	29,089.98	-	-	968,683.73
Accured Interest	-	-	-	-	-	-
Due from Other Funds	2,281,875.09	2,700,226.45	5.32	-	-	4,982,106.86
Other Receivables	-	-	-	-	-	-
Total Receivables	**$ 6,573,556.28**	**$ 2,700,226.45**	**$ 849,485.46**	**$ -**	**$ -**	**$ 10,123,268.19**
Inventories	-	239,581.36	-	-	-	239,581.36
Prepaid Items	6,415,634.64	500.00	-	-	-	6,416,134.64
Other Current Assets	**$ 6,415,634.64**	**$ 240,081.36**	**$ -**	**$ -**	**$ -**	**$ 6,655,716.00**
Total Current Assets	**$ 91,317,618.53**	**$ 3,833,708.08**	**$ 39,034,607.08**	**$ 18,341,120.23**	**$ 428,106.64**	**$ 152,955,160.56**
Liabilities and Fund Balance:						
Current Liabilities						
Accounts Payable	$ 61.85	$ -	$ -	$ -	$ 5,697.95	$ 5,759.80
Other Liabilities	176,087.94	-	-	-	-	176,087.94
Payroll Deductions and Withholdings	3,962,403.33	-	-	-	-	3,962,403.33
Accrued Wages Payable	15,305,544.18	418,839.36	-	-	-	15,724,383.54
Due to Other Funds	3,742,206.41	2,075.00	-	1,932,196.51	-	5,676,477.92
Due to Student Groups	(34,558.85)	-	-	-	-	(34,558.85)
Due to State Agencies	12,283.00	-	-	-	-	12,283.00
Due to other Governments	26,329.68	-	-	-	-	26,329.68
Deferred Revenues	3,641,277.77	279,848.66	-	-	736,144.36	4,657,270.79
Deferred Inflows	1,688,459.77	-	820,390.16	-	-	2,508,849.93
Total Liabilities	**$ 28,520,095.08**	**$ 700,763.02**	**$ 820,390.16**	**$ 1,932,196.51**	**$ 741,842.31**	**$ 32,715,287.08**
Fund Balance/Equity						
Reserved/Designated Fund Balance	-	**3,101,226.48**	**32,276,539.78**	**15,394,588.36**	**-**	50,772,354.62
Current Year Revenues less Expenditures/Expenses	(4,701,088.24)	(437,871.81)	$ 5,937,677.14	(2,564,046.28)	(313,736.07)	(2,079,065.26)
Reserved Fund Balance for Current Year Encumbrances (POs)	4,923,784.67	469,590.39	$ -	3,578,381.64	-	8,971,756.70
Unreserved Fund Balance/Fund Equity	**$ 62,574,827.02**	-	-	-	0.40	62,574,827.42
Total Fund Balance/Equity	**$ 62,797,523.45**	**$ 3,132,945.06**	**$ 38,214,216.92**	**$ 16,408,923.72**	**$ (313,735.67)**	**$ 120,239,873.48**
Total Liabilities and Fund Equity	**$ 91,317,618.53**	**$ 3,833,708.08**	**$ 39,034,607.08**	**$ 18,341,120.23**	**$ 428,106.64**	**$ 152,955,160.56**

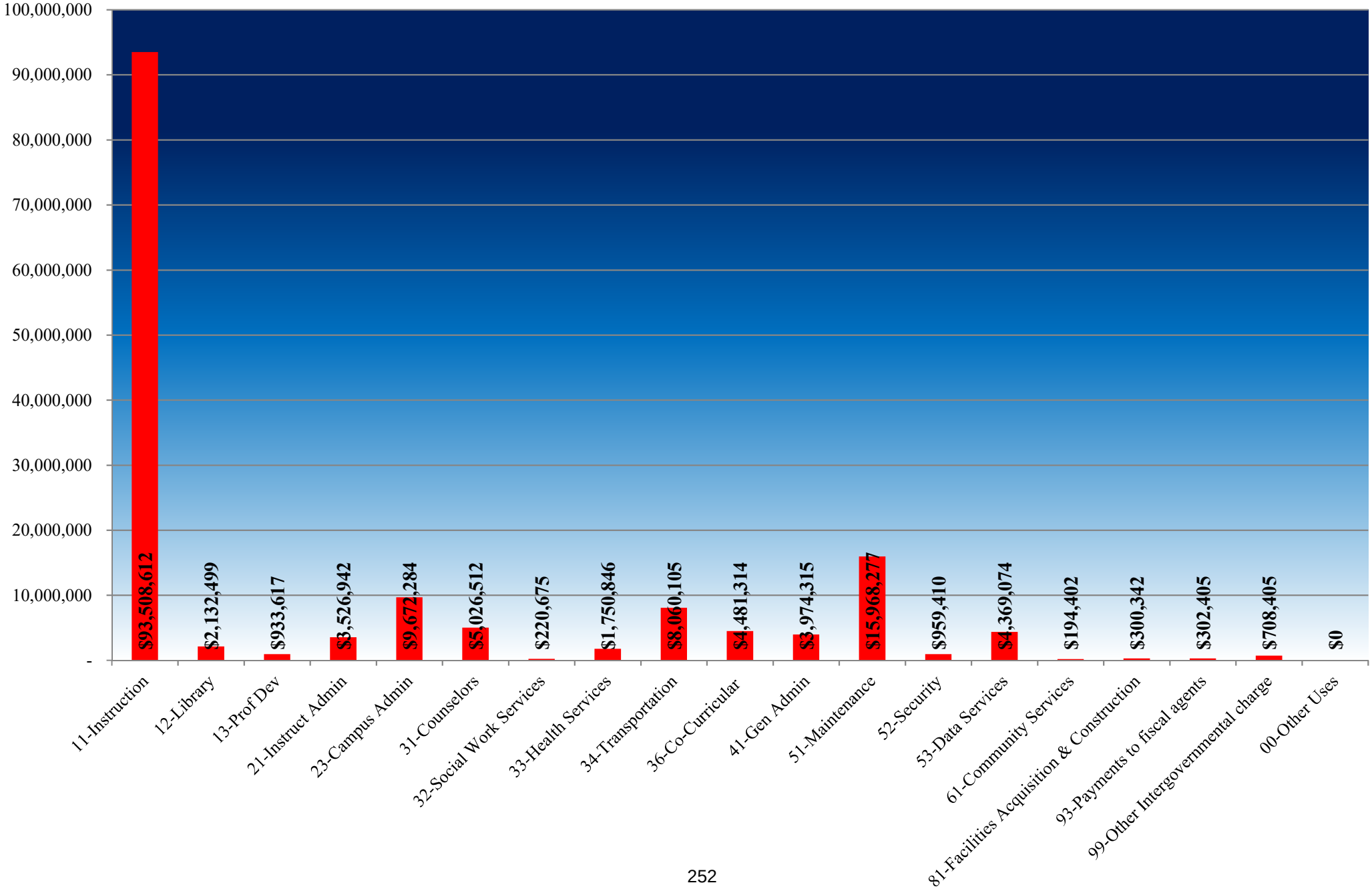
Hays Consolidated Independent School District
Statement of Revenues, Expenditures, and Changes in Fund Balance - General Fund
for the Month Ending April 30, 2021
(Un-Audited)

	Original Budget	Official Budget	Current Year Actual Revenues/ Expenditures	Unrealized/ Unexpended Budget	Percentage Y-T-D
Revenues:					
Local	$ 88,257,397	$ 92,001,827	$ 87,567,677.54	(4,434,149.46)	95.18%
State	102,997,133	102,997,133	61,320,846.86	(41,676,286.14)	59.54%
Federal	2,583,000	3,066,000	2,435,480.34	(630,519.66)	79.44%
Other Sources	-	-	64,943.94	64,943.94	NA
Total Revenues	**$ 193,837,530**	**$ 198,064,960**	**$ 151,388,948.68**	**$ (46,676,011.32)**	76.43%
Expenditures and Other Uses:					
11-Instruction	111,268,074	112,195,648	93,508,612.31	18,687,035.69	83.34%
12-Library	2,686,456	2,690,265	2,132,499.48	557,765.52	79.27%
13-Prof Dev	4,394,895	3,958,181	933,617.07	3,024,563.93	23.59%
21-Instruct Admin	4,866,624	4,941,821	3,526,941.57	1,414,879.43	71.37%
23-Campus Admin	12,100,694	12,132,292	9,672,284.27	2,460,007.73	79.72%
31-Counselors	6,860,734	6,870,855	5,026,511.55	1,844,343.45	73.16%
32-Social Work Services	269,052	269,052	220,675.02	48,376.98	82.02%
33-Health Services	2,251,762	2,252,429	1,750,846.15	501,582.85	77.73%
34-Transportation	11,291,406	11,294,204	8,060,105.13	3,234,098.87	71.36%
36-Co-Curricular	5,508,225	5,717,236	4,481,314.43	1,235,921.57	78.38%
41-Gen Admin	5,191,355	5,191,245	3,974,315.38	1,216,929.62	76.56%
51-Maintenance	20,348,895	24,423,454	15,968,277.07	8,455,176.93	65.38%
52-Security	2,805,352	2,815,772	959,410.46	1,856,361.54	34.07%
53-Data Services	5,085,338	5,228,808	4,369,073.73	859,734.27	83.56%
61-Community Services	270,526	268,163	194,402.09	73,760.91	72.49%
81-Facilities Acquisition & Construction	-	309,402	300,341.57	9,060.43	97.07%
93-Payments to fiscal agents	330,538	302,405	302,404.95	0.05	100.00%
99-Other Intergovernmental charge	837,000	837,000	708,404.69	128,595.31	84.64%
00-Other Uses	-	-	-	-	NA
Total Expenditures and Other Uses	**$ 196,366,926**	**$ 201,698,232**	**$ 156,090,036.92**	**$ 45,608,195.08**	77.39%
Excess of Revenues and Other Resources Over (Under) Expenditures and Other Uses	**$ (2,529,396)**	**$ (3,633,272)**	**$ (4,701,088.24)**		
Fund Balance July 1, 2020 - *(Audited)*	**$ 67,498,611.69**	**$ 67,498,611.69**	**$ 67,498,611.69**		
Fund Balance Ending - Monthly Reporting Period	**$ 64,969,215.69**	**$ 63,865,339.69**	**$ 62,797,523.45**	**$ (1,067,816.24)**	

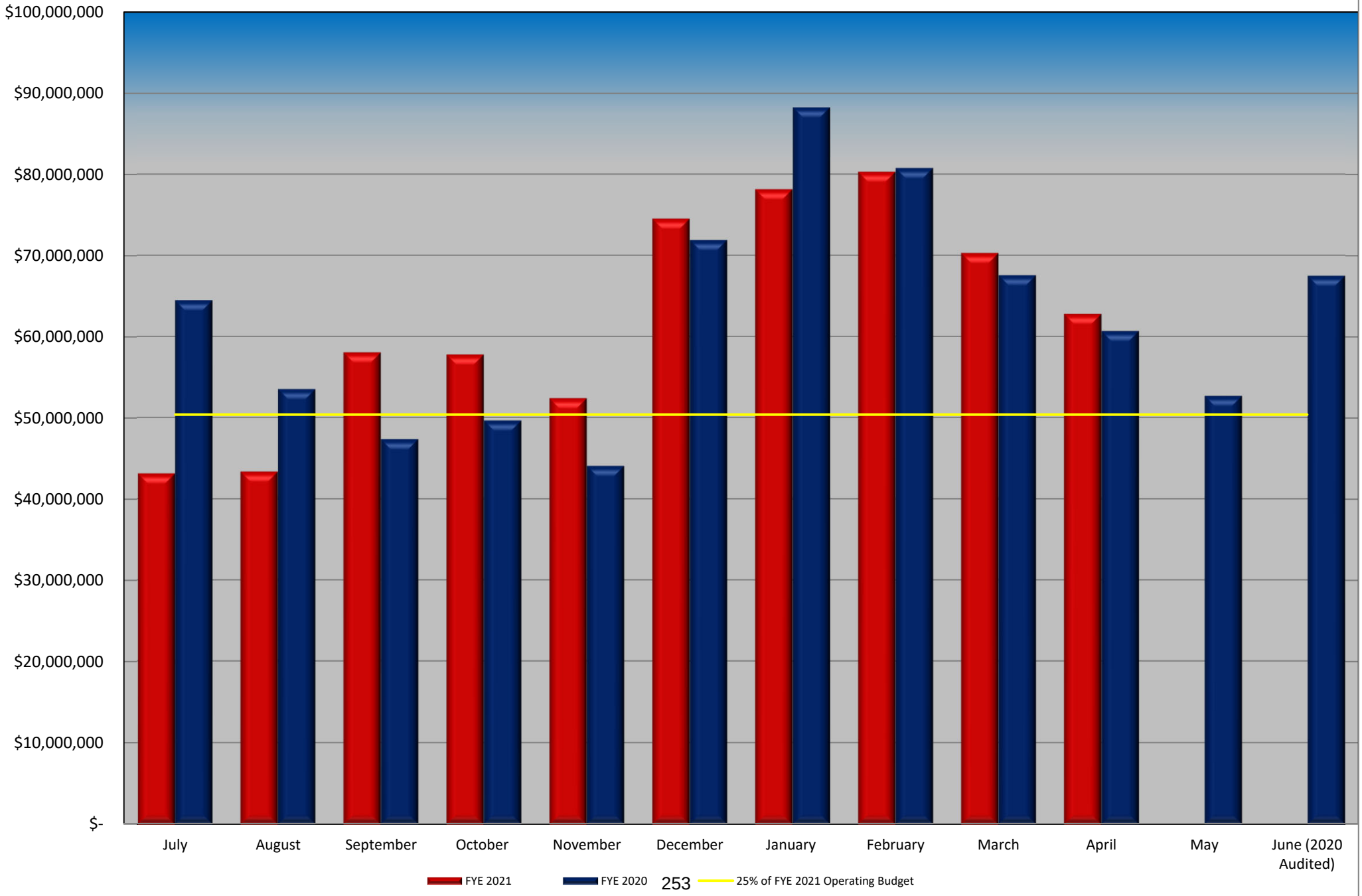
General Fund Revenues Collected to Date



General Fund Expenditures to Date



General Fund Balance by Reporting Month



Hays Consolidated Independent School District
Statement of Revenues, Expenditures, and Changes in Fund Balance - Child Nutrition Fund
for the Month Ending April 30, 2021
(Un-Audited)

	Original Budget	Official Budget	Current Year Actual Revenues/ Expenditures	Unrealized/ Unexpended Budget	Percentage Y-T-D
Revenues and Other Resources:					
Local	$ 3,727,116	$ 3,727,116	$ 362,976.97	$ (3,364,139.03)	9.74%
State	45,093	45,093	55,577.26	10,484.26	123.25%
Federal	6,130,966	6,130,966	4,477,843.56	(1,653,122.44)	73.04%
Other sources	-	-	-	-	NA
Total Revenues and Other Resources	**$ 9,903,175**	**$ 9,903,175**	**$ 4,896,397.79**	**$ (5,006,777.21)**	49.44%
Expenditures and Other Uses:					
35-6100 Payroll	4,363,880	4,363,880	2,985,514.43	1,378,365.57	68.41%
35-6200 Professional and Contracted Services	808,815	815,851	515,666.44	300,184.56	63.21%
35-6341 Food Supplies	3,658,529	3,661,529	1,549,764.25	2,111,764.75	42.33%
35-6342 Non-Food Supplies	256,968	256,968	152,183.24	104,784.76	59.22%
35-6344 USDA Commodities	415,477	415,477	-	415,477.00	0.00%
35-6349 Miscellaneous Supplies	157,001	185,344	40,597.21	144,746.79	21.90%
35-6300 Supplies & Materials	77,486	77,486	77,036.75	449.25	99.42%
35-6400 Food Service Other Operating Expenses	165,019	155,019	6,513.31	148,505.69	4.20%
35-6600 Food Service Capital Expenses	-	16,994	6,993.97	10,000.03	41.16%
Total Expenditures	**$ 9,903,175**	**$ 9,948,548**	**$ 5,334,269.60**	**$ 4,614,278.40**	53.62%
Excess of Revenues and Other Resources Over (Under) Expenditures and Other Uses	**$ -**	**$ (45,373)**	**$ (437,871.81)**		
Fund Balance July 1, 2020 - *(Un-Audited)*	**3,570,816.87**	**3,570,816.87**	**3,570,816.87**		
Fund Balance Ending - Monthly Reporting Period	**$ 3,570,816.87**	**$ 3,525,443.87**	**$ 3,132,945.06**	**$ (392,498.81)**	

Hays Consolidated Independent School District
Statement of Revenues, Expenditures, and Changes in Fund Balance - Debt Service Fund
for the Month Ending April 30, 2021
(Un-Audited)

	Original Budget	Official Budget	Current Year Actual Revenues/ Expenditures	Unrealized/ Unexpended Budget	Percentage Y-T-D
Revenues:					
Local Revenue					
Taxes, Current Year Levy	$ 43,315,670	$ 43,315,670	46,569,029.45	$ 3,253,359.45	107.51%
Taxes, Prior Year	250,000	250,000	405,320.49	155,320.49	162.13%
Penalties, Interest and Other Tax Revenues	150,000	150,000	206,510.00	56,510.00	137.67%
Earnings from Investments	-	-	13,199.53	13,199.53	NA
Miscellaneous Revenue	-	-	62,056.52	62,056.52	NA
Local Revenue	**$ 43,715,670**	**$ 43,715,670**	**$ 47,256,115.99**	**$ 3,540,445.99**	108.10%
State Revenue					
Additional State Aid for Homestead Exemption	$ -	$ -	$ 613,352.00	613,352.00	NA
State Revenue	**$ -**	**$ -**	**$ 613,352.00**	**$ 613,352.00**	**NA**
Other Sources					
Operating Transfer In	$ -	$ -	$ 1,081,550.87	1,081,550.87	NA
Other Sources	**$ -**	**$ -**	**$ 1,081,550.87**	**$ 1,081,550.87**	**NA**
Total Revenue	**$ 43,715,670.00**	**$ 43,715,670.00**	**$ 48,951,018.86**	**$ 5,235,348.86**	**111.98%**
Expenditures:					
71-6511 Bond Principal	24,720,000	24,984,000	24,983,781.24	218.76	100.00%
71-6521 Interest on Bonds	18,970,670	18,705,470	18,003,369.48	702,100.52	96.25%
71-6599 Other Debt Service Fees	25,000	26,200	26,191.00	9.00	99.97%
Total Expenditures	**$ 43,715,670**	**$ 43,715,670**	**$ 43,013,341.72**	**$ 702,328.28**	98.39%
Excess of Revenues Over (Under) Expenditures	**$ -**	**$ -**	**$ 5,937,677.14**		
Fund Balance July 1, 2020 - (Un-Audited)	**$ 32,276,539.78**	**$ 32,276,539.78**	**$ 32,276,539.78**		
Fund Balance Ending - Monthly Reporting Period	**$ 32,276,539.78**	**$ 32,276,539.78**	**$ 38,214,216.92**	**$ 5,937,677.14**	

Hays Consolidated Independent School District
Statement of Revenues, Expenditures, and Changes in Fund Balance - Capital Project Funds
for the Month Ending April 30, 2021
(Un-Audited)

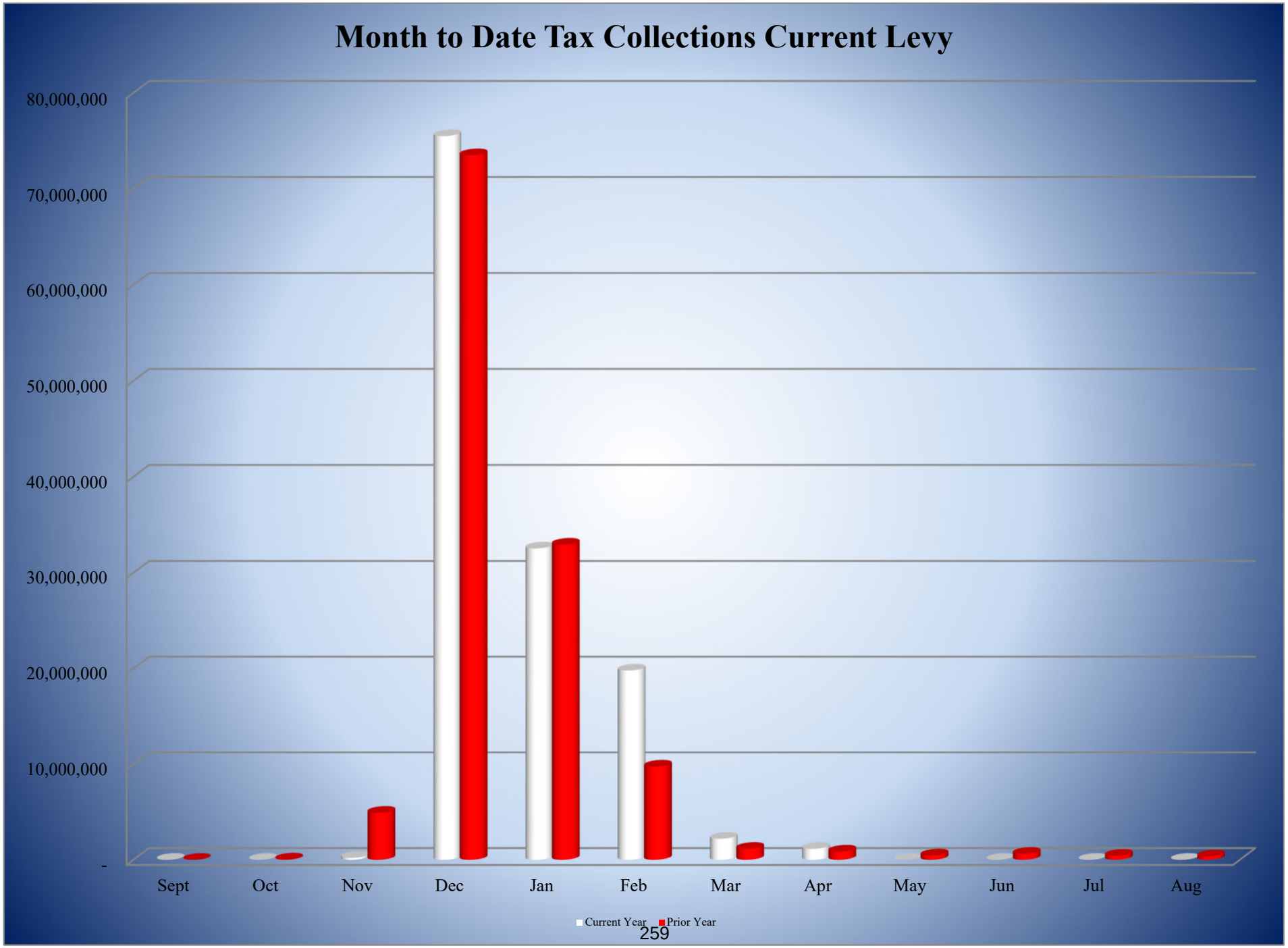
	2004 Capital Projects Program	2006 Capital Projects Program	2008 Capital Projects Program	2014 Capital Projects Program	2017 Capital Projects Program	2019 - 2020 Capital Projects Total Revenues/ Expenses
Revenues and Other Resources:						
Local	$ 114.88	$ 62.65	$ 678.80	$ 707.21	$ 21,035.52	$ 22,599.06
State	-	-	-	-	-	-
Other sources	-	-	-	-	-	-
Total Revenues and Other Resources	**$ 114.88**	**$ 62.65**	**$ 678.80**	**$ 707.21**	**$ 21,035.52**	**$ 22,599.06**
Expenditures and Other Uses:						
6100 Payroll	-	-	-	-	-	-
6200 Professional and Contracted Services	-	-	-	710.00	57,291.31	58,001.31
6300 Supplies and Materials	-	-	-	-	1,353,967.35	1,353,967.35
6400 Other Operating Expenses	-	-	-	-	-	-
6600 Capital Outlay	-	-	-	-	40,277.57	40,277.57
8000-Other Uses	214,295.11	114,028.59	806,075.41	-	-	1,134,399.11
Total Expenditures	**$ 214,295.11**	**$ 114,028.59**	**$ 806,075.41**	**$ 710.00**	**$ 1,451,536.23**	**$ 2,586,645.34**
Excess of Revenues and Other Resources Over (Under) Expenditures and Other Uses	**$ (214,180.23)**	**$ (113,965.94)**	**$ (805,396.61)**	**$ (2.79)**	**$ (1,430,500.71)**	**$ (2,564,046.28)**
Fund Balance July 1, 2020 - *(Audited)*	**$ 214,180.23**	**$ 113,965.94**	**$ 1,005,419.92**	**$ 445,351.46**	**$ 19,126,248.96**	**$ 20,905,166.51**
Fund Balance Ending - Monthly Reporting Period	**$ -**	**$ -**	**$ 200,023.31**	**$ 445,348.67**	**$ 17,695,748.25**	**$ 18,341,120.23**

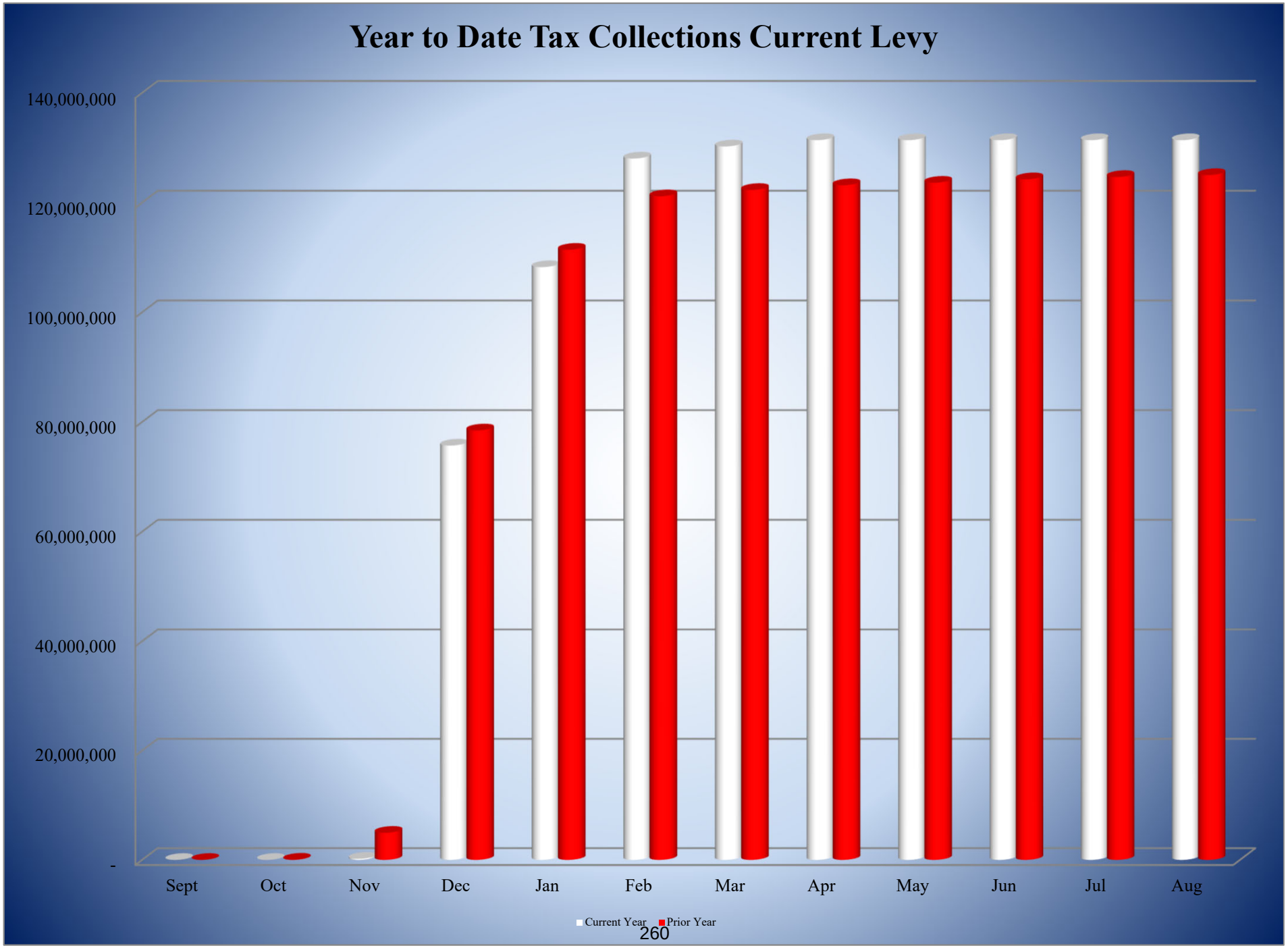
Hays Consolidated Independent School District
Statement of Revenues, Expenditures, and Changes in Fund Balance - Special Revenue Funds (Grants)
for the Month Ending April 30, 2021
(Un-Audited)

	Original Budget	Official Budget	Current Year Actual Revenues/ Expenditures	Unrealized/ Unexpended Budget	Percentage Y-T-D
Revenues:					
Local	$ -	$ -	$ 41,750.00	$ 41,750.00	NA
State	-	-	1,830,874.72	1,830,874.72	NA
Federal	6,415,479	6,415,479	5,524,107.02	(891,371.98)	86.11%
Total Revenues	**$ 6,415,479**	**$ 6,415,479**	**$ 7,396,731.74**	**$ 981,252.74**	115.30%
Expenditures:					
6100 Payroll	5,274,410	5,274,410	5,406,721.48	(132,311.48)	102.51%
6200 Professional and Contracted Services	464,200	464,200	491,491.71	(27,291.71)	105.88%
6300 Supplies and Materials	639,537	639,537	1,519,655.17	(880,118.17)	237.62%
6400 Other Operating Expenses	37,332	37,332	172,536.20	(135,204.20)	462.17%
6600 Capital Outlay	-	-	120,063.25	(120,063.25)	NA
Total Expenditures	**$ 6,415,479**	**$ 6,415,479**	**$ 7,710,467.81**	**$ (1,294,988.81)**	120.19%
Excess of Revenues Over (Under) Expenditures	**$ -**	**$ -**	**$ (313,736.07)**		
Fund Balance July 1, 2020 - *(Un-Audited)*	**$ -**	**$ -**	**$ -**	**$ -**	
\					
Fund Balance Ending - Monthly Reporting Period	**$ -**	**$ -**	**$ (313,736.07)**	**$ (313,736.07)**	

Hays Consolidated Independent School District
Monthly Tax Collection Report
for the Month Ending April 30, 2021

	Prior Year 2019 - 2020				Current Year 2020 - 2021			
Current Month Tax Collections:	**General Fund**	**Debt Service Fund**	**Total**	**% of Levy**	**General Fund**	**Debt Service Fund**	**Total**	**% of Levy**
5711 Taxes-Current Year Tax Levy	$ 571,597.23	$ 293,162.89	$ 864,760.12	**0.69%**	$ 740,665.46	$ 405,433.64	$ 1,146,099.10	**0.85%**
5712 Taxes-Delinquent Collections	$ 28,762.92	$ 13,611.06	$ 42,373.98		$ 35,493.45	$ 17,299.17	$ 52,792.62	
5719 Penalties and Interest	$ 51,606.64	$ 26,174.08	$ 77,780.72		$ 74,750.81	$ 39,782.34	$ 114,533.15	
Total Current Month Collections	**$ 651,966.79**	**$ 332,948.03**	**$ 984,914.82**		**$ 850,909.72**	**$ 462,515.15**	**$ 1,313,424.87**	
Fiscal Year to Date Collections:								
5711 Taxes-Current Year Tax Levy	$ 81,403,851.54	$ 41,752,067.12	$ 123,155,918.66	**98.13%**	$ 84,800,158.54	$ 46,569,029.45	$ 131,369,187.99	**97.59%**
5712 Taxes-Delinquent Collections	$ 339,987.58	$ 161,651.06	$ 501,638.64		$ 822,357.97	$ 405,320.49	$ 1,227,678.46	
5719 Penalties and Interest	$ 263,455.41	$ 130,967.12	$ 394,422.53		$ 399,862.88	$ 206,510.00	$ 606,372.88	
Total Revenue Collected	**$ 82,007,294.53**	**$ 42,044,685.30**	**$ 124,051,979.83**		**86,022,379.39**	**47,180,859.94**	**133,203,239.33**	
Total Budgeted Tax Revenue (Current, Delinquent, Penalty & Interest)	**$ 82,048,026.00**	**$ 41,354,502.00**	**$ 123,402,528.00**		**$ 86,187,397.00**	**$ 43,715,670.00**	**$ 129,903,067.00**	
Percentage of Budget Collected	**99.95%**	**101.67%**	**100.53%**		**99.81%**	**107.93%**	**102.54%**	


Month to Date Tax Collections Current Levy
80,000,000
70,000,000
60,000,000
50,000,000
40,000,000
30,000,000
20,000,000
10,000,000
-
Sept
Oct
Nov
Dec
Jan
Feb
Mar
Apr
May
Jun
Jul
Aug
Current Year
Prior Year


Year to Date Tax Collections Current Levy
140,000,000
120,000,000
100,000,000
80,000,000
60,000,000
40,000,000
20,000,000
-
Sept
Oct
Nov
Dec
Jan
Feb
Mar
Apr
May
Jun
Jul
Aug
Current Year
Prior Year

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES

Date: May 17, 2021

Subject: Quarterly Investment Report for the Third Quarter of 2020-2021

Administrator Responsible/Position: Randy Rau

A. Purpose of Agenda Item:

☐ **Action Needed** ☒ **Information Only** ☐ **Receive Input**

B. Authority for This Action

☒ **Local Policy - CDA** ☐ **Law or Rule** ☐ **N/A**

C. Goal or Need Addressed:

Board Policy CDA(LEGAL) Not less than quarterly, the investment officer shall prepare and submit to the board a written report of investment transactions for all funds covered by the Public Funds Investment Act for the preceding reporting period.

D. Summary:

☒ **Previous board action relating to this item - Quarterly**
☐ **Future action anticipated -**
☐ **Background information – Quarterly Investment Report is attached**

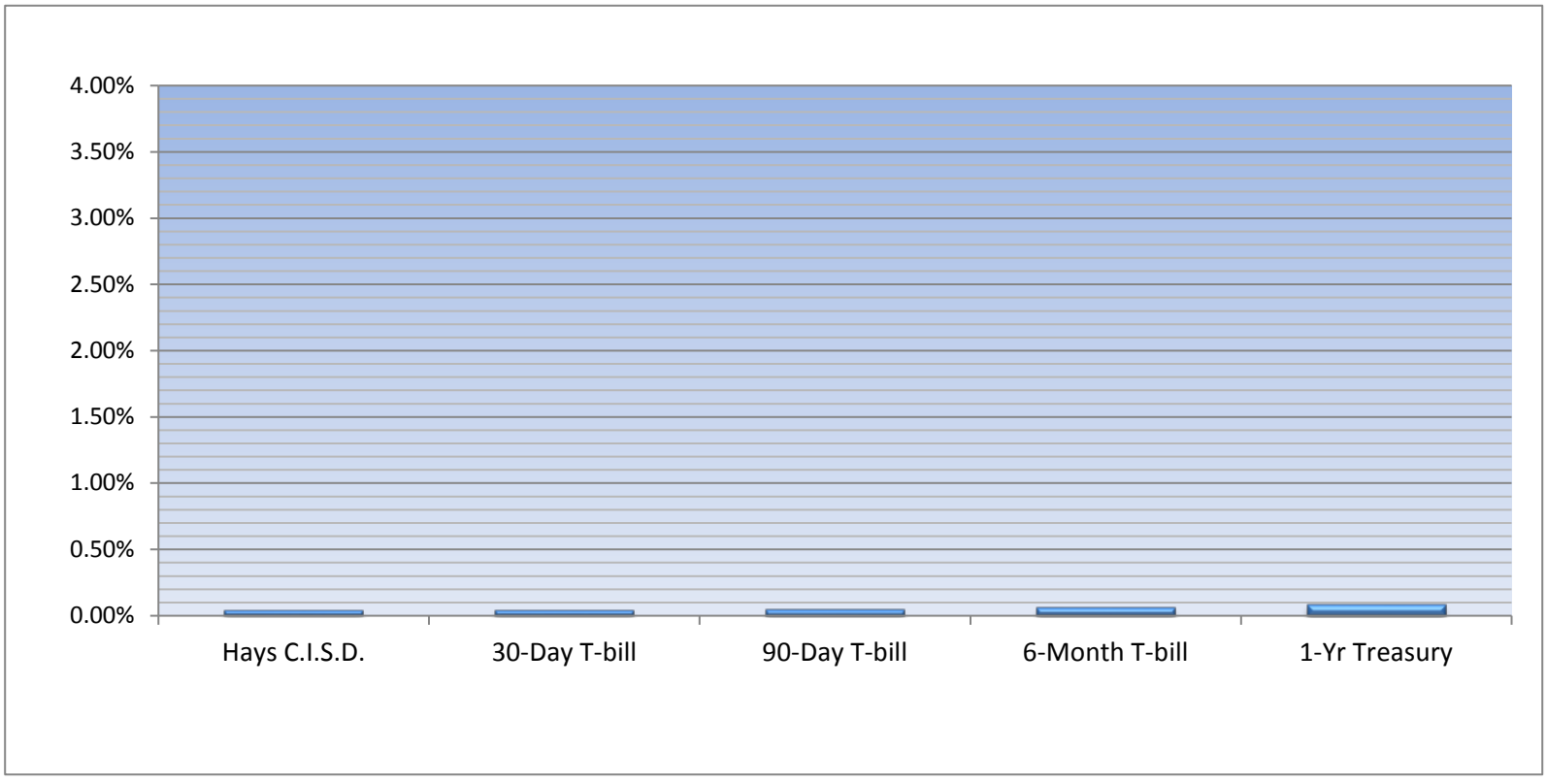
E. Administrative Recommendation:

There is no board action necessary. The Quarterly Investment Reports are presented as an information item

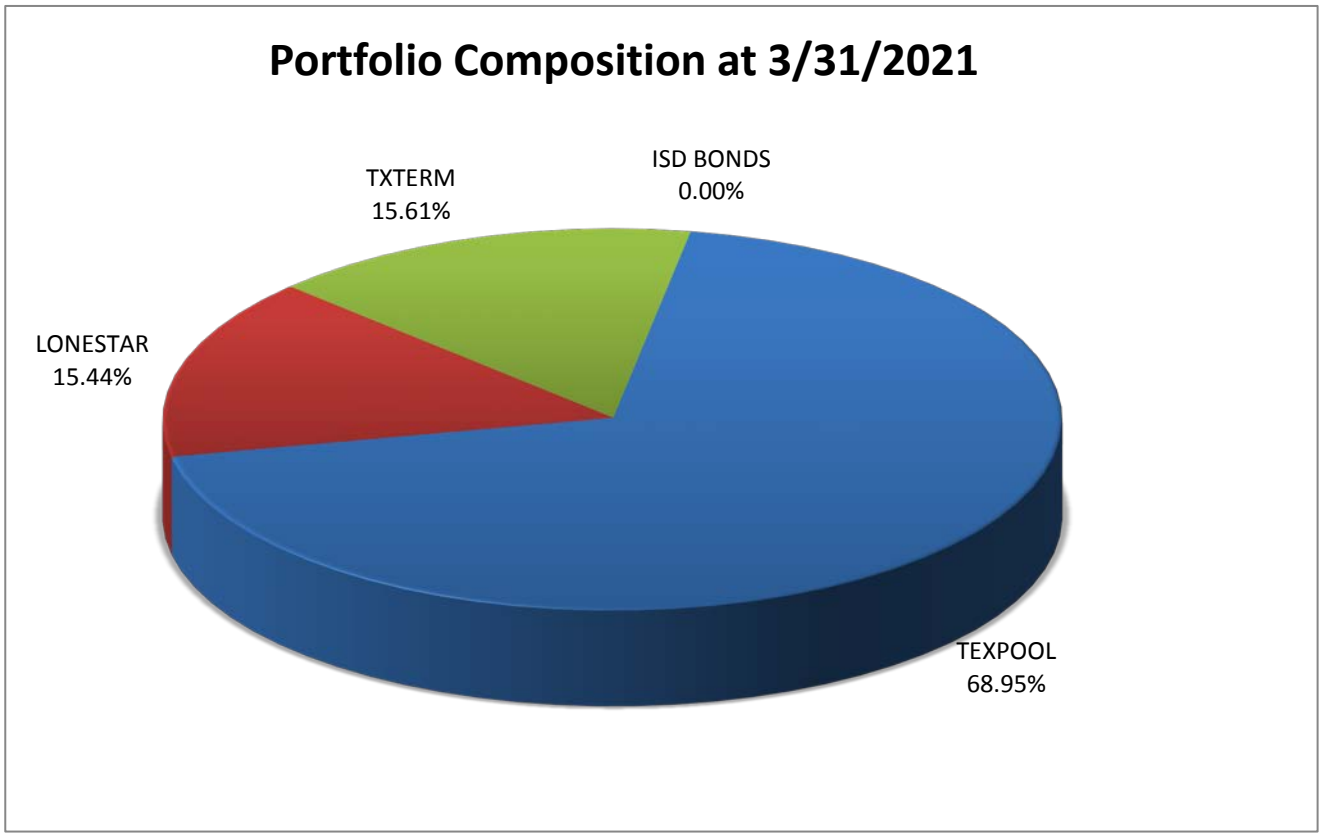
Quarterly Investment Report
HAYS CISD

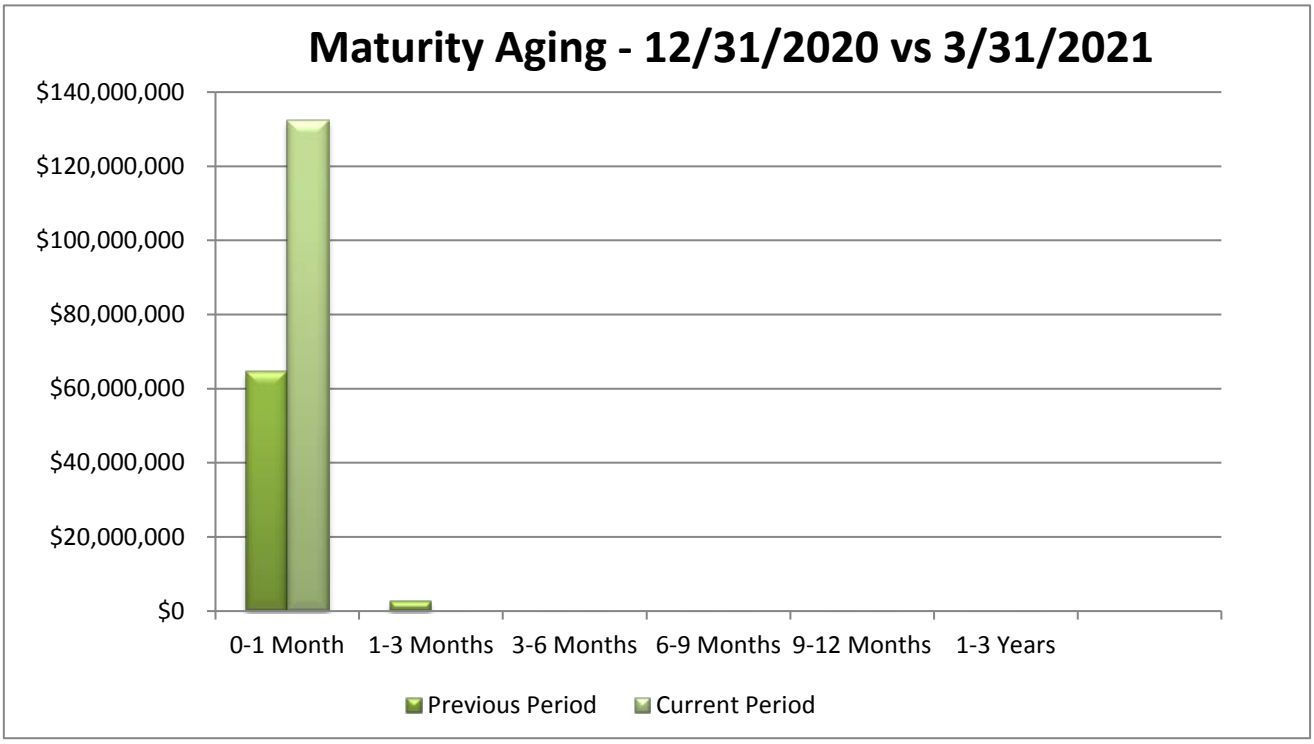
Portfolio Summary As Of March 31, 2021	
Ending Market Value	$ 132,346,073.90
Ending Book Value	$ 132,346,073.90
Current Period Earnings	$ -
Portfolio Rate of Return	0.04%
Weighted Average Maturity	19 Days

Benchmark Analysis for March 31, 2021	
Hays C.I.S.D.	0.04%
30-Day T-bill	0.04%
90-Day T-bill	0.04%
6-Month T-bill	0.06%
1-Year Treasury	0.08%



Quarterly Investment Report
HAYS CISD
3rd Quarter 2020-2021





Finance Department -- Unaudited

Detail of Investment Holdings
HAYS CISD
3rd Quarter 2020-2021

Portfolio Summary As Of March 31, 2021

Description	CUSIP	Beginning Par Value	Ending Par Value	Beginning Book Value 12/31/2020	Ending Book Value 3/31/2021	Beginning Market Value 12/31/2020	Ending Market Value 3/31/2021	Current Period Earnings	Yield To Maturity	Maturity Date	Days to Maturity
199 - General Operating											
EdCouch ISD-B-Ref 5	279299KD2	1,565,000.00	-	1,597,595.09	-	1,564,217.50	-		0.000	N/A	0
Lone Star LGIP	LONESTAR	21,937,550.67	5,576,680.49	21,937,550.67	5,576,680.49	21,937,550.67	5,576,680.49		0.120	N/A	1
McAllen ISD-B-Ref-TXBL 4	579100SR0	975,000.00	-	986,946.52	-	974,512.50	-		0.000	N/A	0
TexasTERM LGIP	TEXASTERM	26,432,223.75	2,643,604.73	26,432,223.75	2,643,604.73	26,432,223.75	2,643,604.73		0.170	N/A	1
TexPool LGIP	TEXPOOL02	11,384,564.34	56,819,151.50	11,384,564.34	56,819,151.50	11,384,564.34	56,819,151.50		0.180	N/A	1
		62,294,338.76	65,039,436.72	62,338,880.37	65,039,436.72	62,293,068.76	65,039,436.72	-			
240 - Child Nutrition											
Lone Star LGIP	LONESTAR	18,368.84	1,095,022.72	18,368.84	1,095,022.72	18,368.84	1,095,022.72		0.120	N/A	1
TexasTERM LGIP	TEXASTERM	2,332,184.02	1,832,463.59	2,332,184.02	1,832,463.59	2,332,184.02	1,832,463.59		0.170	N/A	1
TexPool LGIP	TEXPOOL05	774.43		774.43	-	774.43	-		0.180	N/A	1
		2,351,327.29	2,927,486.31	2,351,327.29	2,927,486.31	2,351,327.29	2,927,486.31	-			
599-Debt Service											
Lone Star LGIP	LONESTAR	870,615.39	1,952,248.61	870,615.39	1,952,248.61	870,615.39	1,952,248.61		0.120	N/A	1
TexasTERM LGIP	TEXASTERM	1,106,935.70	1,107,095.25	1,106,935.70	1,107,095.25	1,106,935.70	1,107,095.25		0.170	N/A	1
TexPool LGIP	TEXPOOL03	7,049,264.76	34,438,802.14	7,049,264.76	34,438,802.14	7,049,264.76	34,438,802.14		0.180	N/A	1
		9,026,815.85	37,498,146.00	9,026,815.85	37,498,146.00	9,026,815.85	37,498,146.00	-			
614- 2014 Construction											
Lone Star LGIP	LONESTAR	1,049,850.01	1,049,930.74	1,049,850.01	1,049,930.74	1,049,850.01	1,049,930.74		0.120	N/A	1
TexasTERM LGIP	TEXASTERM	246.39	246.43	246.39	246.43	246.39	246.43		0.170	N/A	1
		1,050,096.40	1,050,177.17	1,050,096.40	1,050,177.17	1,050,096.40	1,050,177.17	-			
617-2017 Construction											
TexasTERM LGIP	TEXASTERM	15,065,182.61	15,067,354.04	15,065,182.61	15,067,354.04	15,065,182.61	15,067,354.04		0.170	N/A	1
		15,065,182.61	15,067,354.04	15,065,182.61	15,067,354.04	15,065,182.61	15,067,354.04	-			
617.18- 2017 Construction											
Lone Star LGIP	LONESTAR	11,772,080.08	10,563,470.26	11,772,080.08	10,563,470.26	11,772,080.08	10,563,470.26		0.120	N/A	1
		11,772,080.08	10,563,470.26	11,772,080.08	10,563,470.26	11,772,080.08	10,563,470.26	-			
608- 2008 Construction											
Lone Star LGIP	LONESTAR	1,192,658.44	200,003.28	1,192,658.44	200,003.28	1,192,658.44	200,003.28		0.120	N/A	1
		1,192,658.44	200,003.28	1,192,658.44	200,003.28	1,192,658.44	200,003.28	-			
606- 2006 Construction											
Lone Star LGIP	LONESTAR	114,021.49	0.04	114,021.49	0.04	114,021.49	0.04		0.120	N/A	1
		114,021.49	0.04	114,021.49	0.04	114,021.49	0.04	-			
634- 2004 Construction											
Lone Star LGIP	LONESTAR	161,436.81	0.06	161,436.81	0.06	161,436.81	0.06		0.120	N/A	1
		161,436.81	0.06	161,436.81	0.06	161,436.81	0.06	-			
699- Construction											
Lone Star LGIP	LONESTAR	47,581.22	0.02	47,581.22	0.02	47,581.22	0.02		0.120	N/A	1
		47,581.22	0.02	47,581.22	0.02	47,581.22	0.02	-			

Summary By Fund							
199- General Operating	62,294,338.76	65,039,436.72	62,338,880.37	65,039,436.72	62,293,068.76	65,039,436.72	0.00
240- Food Service	2,351,327.29	2,927,486.31	2,351,327.29	2,927,486.31	2,351,327.29	2,927,486.31	0.00
599- Debt Service	9,026,815.85	37,498,146.00	9,026,815.85	37,498,146.00	9,026,815.85	37,498,146.00	0.00
614- 2014 Construction	1,050,096.40	1,050,177.17	1,050,096.40	1,050,177.17	1,050,096.40	1,050,177.17	0.00
617-2017 Construction	15,065,182.61	15,067,354.04	15,065,182.61	15,067,354.04	15,065,182.61	15,067,354.04	0.00
617.18- 2017 Construction	11,772,080.08	10,563,470.26	11,772,080.08	10,563,470.26	11,772,080.08	10,563,470.26	0.00
608- 2008 Construction	1,192,658.44	200,003.28	1,192,658.44	200,003.28	1,192,658.44	200,003.28	0.00
606- 2006 Construction	114,021.49	0.04	114,021.49	0.04	114,021.49	0.04	0.00
634- 2004 Construction	161,436.81	0.06	161,436.81	0.06	161,436.81	0.06	0.00
699- Construction	47,581.22	0.02	47,581.22	0.02	47,581.22	0.02	0.00
TOTAL PORTFOLIO	103,075,538.95	132,346,073.90	103,120,080.56	132,346,073.90	103,074,268.95	132,346,073.90	0.00

Quarterly Investment Report
HAYS CISD
3rd Quarter 2020-2021

Portfolio Summary As Of March 31, 2021

Description	CUSIP	Purchase Date	Par Value	Principal Invested	Yield To Maturity
199 - General Operating					

Benchmark Analysis for March 31, 2021

Description	CUSIP	Maturity Date	Par Value	Principal Matured	Yield To Maturity
199 - General Operating					
EdCouch ISD-B-Ref 5	279299KD2	02/15/2021	1,565,000.00	1,604,125.000	2.540
McAllen ISD-B-Ref-TXBL 4	579100SR0	02/15/2021	975,000.00	994,500.000	2.520

Glossary of Terms

Market Value = How much money you would receive for a security, if you were to sell that security on a given date. Market value changes daily.

Purchase Date = The date of the initial purchase/investment.

Maturity Date = Securities which matured on the maturity date or were sold on a given date.

Yield to Maturity = The interest rate earned on an investment if security is held to maturity date.

Par Value = The face value of a bond.

Book Value = For fixed income securities, book value is the face amount of the security plus the amount of unamortized premium or minus the unamortized discount. It can also be calculated by multiplying the face amount times the book price. For stock, mutual fund and money market, book value is the same as the cost.

Days to Maturity (D-T-M) = Days remaining to maturity from end of the current reporting period.

Quarterly Investment Report
HAYS CISD
3rd Quarter 2020-2021

We, the approved Investment Officers of Hays CISD, hereby certify that the following Investment Report represents the investment position of the district as of **March 31, 2021** in compliance with the Board approved Investment Policy, the Public Funds Investment Act (*Texas Government Code 2256*), and, Generally Accepted Accounting Principles (GAAP).

Randall Rau
Chief Financial Officer

Rebecca Palmer,
Director of Finance

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES

Date: May 17, 2021

Subject: Invitation to nominate a trustee from Hays CISD for the Region 13, Position C seat on the TASB Board

Administrator Responsible/Position: Dr. Eric Wright, Superintendent of Schools

A. Purpose of Agenda Item:

☐ **Action Needed** ☐ **Information Only** ☒ **Receive Input**

B. Authority for This Action:

☐ **Local Policy** ☐ **Law or Rule** ☒ **NA**

C. Goal or Need Addressed:

Inform all board members of the Region 13, Position C seat on the TASB Board which will be vacant at the end of the Convention 2021.

D. Summary:

Attached is an email from TASB with information that the term of Vernagene Mott will expire at the close of the 2021 TASA/TASB Convention. She has reached her term limit as a TASB Director and will be vacating the position.

If a Hays CISD Board Member is eligible and wishes to be considered as a candidate for the Region 13, Position C vacancy, Board action is required. Nominations must be received by TASB no later than Wednesday, June 30, 2021.

Joanne Klaerner

From: Board Communications <BoardCommunications@tasb.org>
Sent: Tuesday, April 27, 2021 12:16 PM
To: Board Communications
Subject: Nominations for TASB Board Position-Region 13C
Attachments: 01) Form A Nomination Form.docx; 02) FORM B Biographical Sketch Form.docx; 03) FORM C Director Candidate Questionaire Form.docx; 04) Regional Position Nominations Instructions Sheet.pdf; 05) 2021 Nomination QA.pdf; Excerpt-VI-from-Bylaws.pdf

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Texas Association of School Boards
P.O. Box 400 • Austin, Texas 78767-0400 • 512.467.0222 • 800.580.8272

Serving Texas Schools Since 1949

Dear Board Presidents, Superintendents, and Superintendent Secretaries for Region 13,

You are invited to nominate a trustee from your board for the Region 13, Position C, seat on the TASB Board.

The position is currently held by **Vernagene Mott** (Pflugerville ISD). **Mott has reached her term limit as a TASB Director and will be vacating the position at the end of Convention 2021.** The term of this position is for three years beginning at the close of the 2021 Annual TASA/TASB Convention and expiring after Convention 2024.

A TASB Director represents his or her region on the Board, guiding the organization to ensure that the Association fulfills its mission to provide advocacy, visionary leadership, and high-quality services to you, our members.

If your local school board would like to nominate a candidate, please follow the attached instructions, and complete and return the attached forms. **Nominations must be received by TASB no later than Wednesday, June 30, 2021**. If you have questions, please contact Lysa Hoelscher at **800.580.8272, extension 2976**. More information is available on the TASB Nominations website.

Please note: This is the call for nominations. The endorsement period, during which your district may support nominated candidates, will be open July 3–August 31, 2021.

We appreciate your participation in TASB's governance process and your ongoing commitment to Texas public schools.

Sincerely,

Lee Lentz-Edwards
Immediate Past President
TASB Nominations Committee Chair

Attachments

TASB NOMINATION FORM

This is to serve as the nomination of a member of our local board to fill a position on the TASB Board of Directors.

CANDIDATE INFORMATION

NAME: _____

SCHOOL DISTRICT: _____

CANDIDATE MAILING ADDRESS: _____

CITY: _____ ZIP: _____

Our school district's board of trustees understands:

1. *Expenses incurred for the candidate to attend the Nominations Committee interview will be the responsibility of the candidate's local school district.*
2. *The local board's nomination of one of its trustees shall be considered the district's endorsement for that Director position.*
3. *A TASB Director's attendance at regular TASB Board meetings is important.*
4. *Lodging and transportation expenses incurred by TASB Directors attending regular spring, summer and December Board meetings are reimbursed by the Association and transportation expenses and three nights' lodging incurred attending the Convention Board meeting are reimbursed by the Association.*

This nomination was approved by our board of trustees at a duly called meeting on _____.
(Date)

_____
Signature of board president or officer *(If candidate is the board president or officer, must be signed by another officer)*

PRINTED NAME: _____

TITLE: _____

WILLINGNESS TO SERVE (To Be Completed By the Candidate)

I, _____, confirm my willingness to serve, if elected, as a member of the TASB Board of Directors for Region ____, Position ____.

_____
Signature of candidate

This form is to be used to nominate a member of your Local Board as a candidate to fill a position on the TASB Board of Directors.

Must be received by TASB on or before June 30, 2021.

Interviews will be held at TASB Headquarters in Austin on September 10-11, 2021.

RETURN TO: **E-mail: boardcommunications@tasb.org**
FAX: 512.467.3554

TASB BOARD CANDIDATE BIOGRAPHICAL SKETCH

TODAY'S DATE: _____

NAME: _____

ADDRESS: _____

CITY: _____ ZIP: _____

BUSINESS PHONE: _____ RESIDENCE PHONE: _____

CELL PHONE: _____ FAX NUMBER (if applicable): _____

We communicate with our Board members primarily via e-mail and the Internet. Please list your preferred active email address.

E-MAIL: _____

SCHOOL DISTRICT: _____

LOCAL TERM EXPIRES: _____ YEARS ON BOARD: _____
(Month/year)

Upon expiration of current term on your local board, will you seek reelection?

Yes____ No____

BOARD POSITIONS HELD/DATES: _____

_____

OCCUPATION: _____

CURRENT EMPLOYER: _____ Dates: _____

EDUCATION-HIGH SCHOOL: _____ COLLEGE: _____

OTHER EDUCATION: _____ DEGREES: _____

HOBBIES/SPECIAL INTERESTS: _____

BUSINESS/PROFESSIONAL/CIVIC GROUP MEMBERS (Offices held and dates): _____

_____

_____

ADDITIONAL COMMENTS (Use reverse side if additional space is required.): _____

_____

_____

_____

Please attach a short bio and include a current picture in jpeg format.

Additional Comments: (Use reverse side if additional space is required.)

TASB BOARD CANDIDATE QUESTIONNAIRE

NAME: _____

SCHOOL DISTRICT: _____

POSITION: _____

I affirm that my board has approved my candidacy, and the Nominations Form has been submitted to TASB (or is included) as evidence.

1. What motivates you to serve on the TASB Board?

2. What contributions can you make?

3. Service as a TASB Director is a very rewarding experience, but it is a time-consuming endeavor. Please address your commitment to serve as a Director.

4. Please provide evidence of your leadership abilities.

5. If selected, what are some unique characteristics or perspectives you bring to the Board?

6. Describe the characteristics of a good board member. What are at least three or four behaviors of a good board member?

7. Use of technology is required of a TASB Director to communicate and to use and view Board materials. Please explain the skills and knowledge you possess in using technology.

8. Describe a critical or serious challenge that you have faced on your local school board and tell us how you helped to solve it.

9. Excluding public school finance, what do you think are top issues facing public education today?

   Elaborate on why you think they are critical issues.

10. Additional information: What else would you like for us to know about you?

_____
(Signature of candidate)

_____
(Date)

This form is to be used by a candidate interested in filling a position on the TASB Board of Directors.

Must be received by TASB on or before June 30, 2021.

Interviews will be held at TASB Headquarters in Austin on September 10-11, 2021.

RETURN TO: **E-mail: boardcommunications@tasb.org**
FAX: 512.467.3554

INSTRUCTIONS FOR TASB BOARD NOMINATIONS

About the TASB Board of Directors

The TASB Board of Directors is charged with carrying out directives established by the Delegates at the Delegate Assembly. The individual Director is expected to attend four Board meetings a year, with one of the meetings being at the same time as the annual TASA/TASB Convention. In addition, the Director will be asked to serve on a standing committee that will meet, as needed, in conjunction with Board meetings. The Director should be a capable, experienced school board member who can assist in providing the Association with outstanding leadership.

How to Nominate a Candidate to the TASB Board

To nominate an individual from your local school board, please complete the following attached forms:

A. Active member's nomination and candidate's willingness to serve
B. Candidate biographical sketch
C. Candidate questionnaire

The completed materials must be received by TASB no later than Wednesday, June 30, 2021. Nominations that do not meet the deadline cannot be accepted.

TASB will e-mail the nominated individual and the superintendent a confirmation that the forms have been received. If an acknowledgment is not received, contact Lysa Hoelscher at **800.580.8272, extension 2976, or lysa.hoelscher@tasb.org**.

The Next Steps

By July 3, a list of all candidates running for the position will be posted on the TASB website.

The candidate endorsement process runs Saturday, July 3–Tuesday, August 31, 2021. During this time, Active Members may endorse one nominated individual from their TASB regions. If a majority of the Active Members of a region endorse a candidate, that individual will be elected to the TASB Board. If at least 25 percent, but not a majority, of the Active Members of a region endorse a candidate, that individual will be included on the official ballot at the TASB Delegate Assembly.

The Nominations Committee will meet Friday, September 10–Saturday, September 11, at TASB Headquarters in Austin to interview candidates and develop a slate of nominees for the Delegate Assembly. The nominated individual will be notified of the time for the interview. Expenses incurred, including lodging and transportation, for the interview are the responsibility of the individual or his or her school district.

If you have questions or need further information, please contact Lysa Hoelscher at **800.580.8272, extension 2976, or lysa.hoelscher@tasb.org**.

We appreciate your participation in this nomination process.

Texas Association of School Boards
Board of Directors Nominations—Frequently Asked Questions

1. Who elects the TASB Board of Directors?

The general governing body of TASB is the Delegate Assembly, which meets each fall on the Saturday of the TASA/TASB Convention. One of the responsibilities of the Assembly is to elect the TASB Board of Directors (TASB Board).

2. Who makes up the Delegate Assembly?

Each Active Member is eligible to designate a Delegate and Alternate from the local board to represent the board's interests at the Delegate Assembly. Either the Delegate or the Alternate, whichever is present on the floor, is the Active Member's voting representative. Members of the TASB Board and the four Legislative Advisory Council members on the TASB Legislative Committee also are voting representatives on the Assembly floor by virtue of their positions.

3. What is an Active Member of TASB?

Active Members are local public school boards and education service center boards that have paid current annual dues.

4. What is the composition of the TASB Board?

The 42-member TASB Board is composed of the President, the President-Elect, the Immediate Past President, and members from the 20 TASB Regions, which follow the boundaries of the education service centers. These Directors are elected to staggered three-year terms, with the exception of the President-Elect, President, and Immediate Past President who serve one-year terms in each position. An education service center representative also is a member of the TASB Board, serving as a voting *ex officio* member.

5. What are the responsibilities of the TASB Board?

The TASB Board actively promotes the purposes of the Association, oversees its fiscal affairs, and establishes Board policies.

6. How are TASB Board positions determined, and why do some TASB Regions have more than one representative?

Representation on the TASB Board is determined by state average daily attendance (ADA). Calculations to determine Board positions are completed each April with ADA data furnished by the Texas Education Agency. The TASB Board has two types of positions: large district and regional.

a. **Large District Members—**An Active Member with at least 1.25 percent of the total state ADA is entitled to a large district position on the TASB Board. Currently, 10 districts qualify as large district members: Aldine ISD, Austin ISD, Cypress-Fairbanks ISD, Dallas ISD, Fort Bend ISD, Fort Worth ISD, Houston ISD, Katy ISD, North East ISD, and Northside ISD-Bexar County.

b. **Regional Members—**Each of the 20 TASB Regions have a regional member on the TASB Board. However, a TASB Region will gain another position for each 4.25 percent, or fraction thereof, of the total state ADA after subtracting the ADA of each large district member.

7. Does a TASB Director have to be a member of a local school board?

Yes, Directors of the TASB Board must be a member of a local school board that is an Active Member of TASB. Except in the case of the President and the Immediate Past President, a Director of the TASB Board who ceases to be a local school board member automatically vacates his or her position on the TASB Board. The TASB President must be a member of a local board at the time of succession to the office.

8. How do districts know when to nominate an individual for a position on the TASB Board?

On or before April 30, the board president, superintendent and superintendent secretary of each Active Member will be notified that a vacancy or expiring term exists for a position in the Active Member's TASB Region. This information also will be posted on the TASB website.

9. How does an Active Member nominate an individual?

Active Members have until June 30 to place the name of a local board member in nomination for a position. A nomination is accepted when the following completed nominations forms, provided by the Association, are received by TASB:

(1) Form A, Active Member's Nomination and Willingness to Serve form
(2) Form B, Candidate's Biographical Sketch
(3) Form C, Candidate's Questionnaire

The nomination requires local board action, and Form A must be signed by the board president or other board officer and include the date of board action and the candidate.

Once these materials are received, the board president, candidate, and superintendent will receive an e-mail acknowledging the candidacy, along with information regarding the interview with the TASB Nominations Committee.

10. Can an Active Member nominate more than one individual for a position?

No.

11. Can an individual be a candidate for more than one position?

No.

12. What is the endorsement period, and how does an Active Member endorse a nominated individual?

The endorsement period is open July 3–August 31 and is an opportunity for regions to support, or even elect, a candidate nominated to the TASB Board.

During the endorsement period, an Active Member may endorse the candidacy of a nominated individual from another board within their TASB Region. Active Members must use Form D, Endorsement Form, provided by the Association.

It is important to note that TASB Bylaws require local board action for endorsements. Also, the Nominations Committee cannot accept endorsements acted on before July 3 or those not on the form provided by the Association (Form D, Endorsement Form). Completed endorsement forms must be received in TASB Headquarters on or before August 31.

If a majority of Active Members in an Association Region endorse the same candidate, that candidate is elected to the TASB Board and will take office at the completion of the final official session of the TASA/TASB Convention. If more than 25 percent of Active Members in a Region endorses the same candidate, that candidate will be placed on the slate of nominees presented to the Delegate Assembly.

13. How can candidates contact Active Members in their TASB Regions for endorsements?

Upon request, TASB will provide a mailing list to candidates, at no charge.

14. How are vacancies on the TASB Board filled throughout the year?

The TASB Board can fill vacancies that occur during the year. The board president and superintendent of each Active Member within the affected Region will be notified about the vacancy and the process for nominations. The Nominations Committee will interview all candidates and make a recommendation to the TASB Board. The TASB Board will elect an individual to fill the vacancy until the next Delegate Assembly.

15. What is the TASB Nominations Committee, and what is the committee's role in the Delegate Assembly election process?

The TASB Nominations Committee is composed of Directors on the TASB Board. Eleven

committee members and nine alternates are elected by the Board annually. In the election of the committee, the Board considers school district size, geographic location, wealth per student, and other factors, such as gender and ethnicity.
The Nominations Committee meets prior to the Delegate Assembly to interview nominated individuals in Director races that have not been elected by endorsement by the Regions. The Committee prepares a slate of Director nominees by selecting one or more candidates for each open position.

If a Director candidate has received endorsements from a majority of the Active Members in the TASB Region, that individual is automatically elected to the position and will take office after the final Convention session in the year elected.

If no Director candidate has received a majority of the endorsements, the slate of nominees will include the committee's nominees and also will list any nominated individuals who have received endorsements from at least 25 percent, but less than a majority, of the Active Members within their TASB Region.

16. Who pays the nominated individual's expenses incurred in attending the interview with the Nominations Committee?

The candidate's local board typically pays. This is not a TASB expense.

17. Can someone still run for TASB Director if he or she is not chosen by the Nominations Committee and has not received endorsements from at least 25 percent of the Active Members?

Yes. Even if a candidate was not selected as a nominee by the Nominations Committee or did not receive at least 25 percent of the endorsements from his or her region, he or she may still run for a Director position on the TASB Board through the delegate nomination process.

A delegate nomination may be made by the candidate's Delegate, provided the following conditions are met: (a) the candidate's completed nomination materials had been submitted to TASB Headquarters by June 30, (b) the candidate interviewed with the Nominations Committee, and (c) the candidate's intent and consent to run for the position by this alternate means is received in TASB Headquarters at least five days before the annual Delegate Assembly.

18. When are Active Members notified of the official slate of Director and Officer nominees?

The nominations slate of nominees is sent to all Active Members as soon as feasible after the August 31 deadline for Director candidate endorsements and prior to Delegate Assembly.

Officer nominees are selected by the TASB Board at the Summer Board Meeting.

19. What happens if a nominee is unable to serve?

The Nominations Committee, at the call of its chair, will select an alternate Director nominee; and the TASB Board, at the call of its President, will select an alternate Officer nominee. Active Members and their Delegates will be notified of the amended report of the Nominations Committee as soon as feasible, but no later than the opening of the Delegate Assembly.

20. Can candidates in contested races campaign for Delegate votes?

Yes, within certain limit, candidates in contested races can campaign for Delegate votes.

a. **Distribution of Materials—**Candidates are permitted to place a one page biographical document on the Delegate tables prior to start of the Assembly.

b. **Solicitation of Votes—**Candidates are prohibited from soliciting votes in the vicinity of the Delegate Assembly Hall and at the TASB Board meeting. Other than that, candidates are not prohibited from campaigning elsewhere.

c. **Campaigning at the Delegate Assembly itself—**Aside from distributing a one-page biographical flier, candidates are prohibited from soliciting votes from Delegates outside of the Assembly hall, at the entrance to the hall, or on the floor of the Assembly.

21. Will nominees be allowed to speak at the Delegate Assembly?

Yes, speeches are allowed in contested races and each nominee is given three minutes, in accordance with the standing rules adopted by the Assembly. Contested nominees speak in alphabetical order for each position; however, the recommended nominee speaks last.

22. At the Delegate Assembly, do Delegates cast their vote for all positions or just those within their TASB Region?

All Delegates of the Assembly may cast a vote in each contested position.

23. How are votes cast, tallied, and reported?

Voting is done by electronic keypads. The Teller Committee supervises the voting and certifies the accuracy of the counts. The Teller Committee Chair reports the results to the Assembly.

24. How is the Teller Committee selected?

The TASB President appoints Delegates to serve on the Delegate Assembly Teller Committee. A Delegate from an Active Member that has a nominee on the slate is ineligible to serve on the Teller Committee.

25. How are the winners determined?

The nominee receiving the majority of the votes of the Delegates present and voting shall be elected. If no nominee receives a majority, a run-off election shall be conducted between the two nominees receiving the greater number of votes, and the election shall be repeated for that position as many times as necessary to obtain a majority.

26. When do the terms of newly elected Directors and Officers begin?

The newly elected Directors and Officers (including those Directors elected by endorsement within their regions) begin serving their terms at the end of the final official session of the Convention.

27. When does the TASB Board meet?

The TASB Board meets four times a year (December, spring, summer, and Convention).

28. Who pays the Director's expenses to attend meetings?

In accordance with TASB Board Policy, TASB will reimburse Directors for the following expenses:

1. Expenses incurred while attending the regular December, Spring, and Summer TASB Board Meetings.
2. Transportation expenses and three nights' lodging expenses incurred by Directors attending the regular Convention Board Meeting held in conjunction with the TASA/TASB Convention.
3. Expenses incurred while attending any other meetings of the TASB Board or standing committees.

29. Whom do I contact for more information?

Contact Lysa Hoelscher at 800.580.8272, extension 2976 or lysa.hoelscher@tasb.org.

Excerpt from the Bylaws of the

TEXAS ASSOCIATION OF SCHOOL BOARDS, INC.

(as last amended on September 29, 2018)

ARTICLE VI. BOARD OF DIRECTORS

SECTION 1. ASSOCIATION REGIONS.

The Association Regions shall correspond to the ESC region boundaries.

SECTION 2. QUALIFICATIONS, NOMINATION, ENDORSEMENT, AND ELECTION OF DIRECTORS.

A. Each voting Director shall be a trustee of the governing board of a school district that is an Active Member, except as provided below:

(1) The President and the Immediate Past President, and

(2) The ESC ex officio Director, in accordance with Article VI, Section 4F.

B. No Active Member shall have more than one candidate running for a Director position, even if more than one Director position is subject to an expiring term or vacancy within the Active Member's Region. No person shall be a candidate for more than one Director position.

C. For purposes of this section, an Active Member school district with an Average Daily Attendance (ADA) meeting the requirements of Article VI, Section 4C(1) shall be treated as an Association Region and referred to in these Bylaws as a Large District.

D. Nominations and endorsements shall be accepted in accordance with the following requirements, in chronological order within the timeframes and deadlines set out in Board policy:

(1) Active Members in any Association Region in which there are expiring terms or vacancies in Director positions shall be notified, by the date established through Board policy, that the Active Member may nominate one of its trustees as a candidate for a Director position in which the term is expiring or a vacancy exists within the Active Member's Region.

(2) The Nominations Committee's chair, or designee, shall have received the following in writing in the Austin office of the Association by the deadline established through Board policy:

(a) The Active Member's nomination, in such form as required by the Association, which shall include a verification by the Active Member's board president or other board officer as to the date of board action; and

(b) Candidate information required by the Association, which shall include (i) the candidate's written confirmation of his or her intent to be nominated as a candidate and willingness to serve

if elected, (ii) biographical information, and (iii) responses to the questionnaire(s) developed by the Association.

(3) A listing of all candidates running for Director positions shall be sent to the superintendent and board president of each Active Member in each Association Region in which there are any expiring terms or vacancies in Director positions by the date established through Board policy. The candidate listing shall also be posted on the Association's Web site. Candidates, Directors, Delegates, and Active Members shall be subject to any campaign protocols or regulations established through Board policy.

(4) Active Member endorsements of candidates shall be received in the Austin office of the Association by the deadline established through Board policy in order for such endorsements to be considered. An Active Member may endorse only one candidate for each open Director position within its Association Region. Only candidates who have complied with the requirements of Article VI, Section 2D(2), may be endorsed. Endorsements adopted by an Active Member before the Association sends the list of candidates pursuant to Article VI, Section 2D(3), or endorsements that are not on the endorsement form provided by the Association in a given year shall not be accepted. An Active Member's nomination of one of its trustees [Article VI, Section 2D(2)] shall be considered the Active Member's endorsement for that Director position.

(5) If a majority of the Active Members in an Association Region endorses the same candidate, that candidate shall be elected to the Director position and shall take office at the completion of the final official session of the annual convention during the year in which the Director was elected.

(6) If no candidate receives endorsements from a majority of the Active Members in the candidate's Association Region [Article VI, Section 2D(4)], the official annual Delegate Assembly list of nominees shall include the following:

(a) Candidates nominated by the Nominations Committee [Article VIII, Section 2H] and

(b) Candidates receiving endorsements from at least 25 percent but less than a majority of the Active Members in an Association Region.

(7) Thereafter nominations may be made by the candidate's Delegate, provided the following conditions are met:

(a) The candidate's nomination was submitted in compliance with Article VI, Section 2D(2),

(b) The candidate interviewed with the Nominations Committee, unless the Committee waived the need for an interview based on criteria set out in Board policy, and

(c) The candidate's intent and consent to run for the position by this alternate means is received in the Austin office of the Association five days prior to the annual Delegate Assembly.

E. Except for a Director position filled in accordance with Article VI, Section 2D(5), the official annual Delegate Assembly list of nominees shall be prepared by the Nominations Committee as

provided in these Bylaws [Article VIII, Section 2I]. The election shall comply with these Bylaws and any rules and procedures adopted by the Delegate Assembly at the start of the meeting. Such rules and procedures may allow uncontested nominees to be deemed elected without a vote.

F. If there is more than one nominee for a Director position, the nominee receiving the majority of the votes of the Delegates present and voting shall be elected. If no nominee receives a majority vote of the Delegates, a run-off election shall be conducted between the two nominees receiving the greater numbers of votes, and the election shall be repeated for that position as many times as necessary to obtain a majority.

SECTION 3. DUTIES. The Board shall supervise, control, and direct affairs of the Association in accordance with the Articles of Incorporation, Bylaws, beliefs, and Advocacy Agenda approved by the annual Delegate Assembly. The Board shall:

A. Actively promote the mission, beliefs, and purposes of the Association.

B. Adopt the Association's budget and have discretion in the disbursement of the Association's funds.

C. Receive any devise, bequest, donation, or otherwise, either real or personal property, or both, and hold the same absolutely or in trust, and invest, reinvest, and manage the same, and apply said property and the income arising there from to the mission, beliefs, and purposes of the Association.

D. Establish such Board policies, as it deems appropriate in fulfilling its responsibilities under these Bylaws.

E. Appoint such agents as it may consider necessary.

SECTION 4. COMPOSITION.

A. The Association's governing body shall be composed of Directors from Large Districts or Association Regions. No Active Member shall have more than one individual serving on the Board.

B. All Directors shall represent their respective Association Regions, except the President, President-Elect, and the Immediate Past President.

C. By virtue of student enrollment, individual Active Members or Association Regions may be eligible for a Director position as follows:

(1)(a) Not more than 14 Active Members shall be entitled to Large District Director positions. To qualify for a Large District Director position, the Active Member shall have had at least 1.25 percent of the total state ADA for two consecutive years. If more than 14 Active Members qualify for Large District Director positions under this provision, the 14 Active Members with the largest ADA shall qualify.

(b) If the Active Member's ADA falls below 1.25 percent of the total state ADA for two consecutive school years, or if an Active Member has qualified for a Large District Director position and that Active Member is no longer one of the 14 school districts with the ADA required under Article VI, Section 4C(1)(a), the Active Member's entitlement to a Large District Director position shall end with the expiration of the current representative's term.

(2)(a) An Association Region shall be entitled to Regional Director positions for each 4.25 percent or fraction thereof of the total state ADA contained within the Association Region for two consecutive years, and after the ADA of each Active Member qualifying for a position by virtue of Article VI, Section 4 C(1), has been subtracted. Notwithstanding the foregoing, an Association Region shall be entitled to no more than three Regional Director positions.

(b) If an Association Region becomes entitled to multiple positions by this provision and, subsequently, for two consecutive years, fails to sustain sufficient ADA for the entitlement, a Regional Director position shall be eliminated as follows:

i. If a vacancy exists in the Regional Director position, that position shall be eliminated, or

ii. If there is more than one vacancy in the Regional Director positions, the vacant position with the first expiring term shall be eliminated, or

iii. If there is no vacancy in the Regional Director positions, the existing position with the first expiring term within the Region shall be eliminated at the end of that term, or

iv. If there is no vacancy and more than one Regional Director position having the first expiring term in the same year, the position being held by the individual with the least tenure as a Regional Director shall be eliminated at the end of that term, or

v. If there is no vacancy and more than one Regional Director position having the first expiring term in the same year and being held by individuals with the same tenure, there shall be a drawing of lots to determine which Regional Director position shall be eliminated at the end of the term.

D. All calculations under this section shall be based on ADA data furnished by the Texas Education Agency available as of April 1 preceding the annual Delegate Assembly.

E. The Executive Director shall be a nonvoting ex officio Director and shall not be counted in the quorum of the Board.

F. The ESC boards shall be represented by one voting ex officio Director selected by a process and for a term prescribed by guidelines established by the ESC boards, but shall not be counted in the quorum of the Board.

SECTION 5. DURATION OF OFFICE.

A. The term of office of each Director shall be three years and shall begin at the completion of the final official session of the annual convention during which the Director was elected by the annual Delegate Assembly.

B. Terms of Directors shall be staggered to allow, to the extent possible, for the election of one-third of the Directors each year. New Director positions shall be assigned to terms to retain this balance; however, if this is not possible, the assignment of terms shall be decided by drawing of lots.

C. Upon election to a three-year term, a Director may be reelected to no more than three additional terms. For purposes of determining a Director term limit, service time attaches to the individual and not the Association Region with which the Director is associated.

D. Upon election or succession to the office of President-Elect, the Director position previously held shall be declared vacant and a successor elected, except as provided in Article VI, Section 4A. Once elected President-Elect, the term limit that applies to a Director position shall no longer apply and shall not prevent the individual from completing the term of one year as President-Elect, one year as President, and one year as Immediate Past President.

SECTION 6. RESIGNATION AND REMOVAL.

A. A Director may resign by submitting a letter of resignation to the President. The resignation shall become effective upon receipt by the President.

B. A Director who is absent from three consecutive regularly scheduled Board meetings or from three consecutive regularly scheduled standing committee meetings may be removed from the Director position by a majority vote of all of the Directors. A Large District Director removed pursuant to this section shall be ineligible to serve for the remainder of the term to which the Director was elected.

C. Any Director may be removed by a two-thirds vote of the Board when, in the Board's judgment, the best interests of the Association would be served by removal.

SECTION 7. MEETINGS.

A. A Board year or annual period commences at the official close of the annual convention and ends after the same event in the next year. The Board shall hold at least four regular meetings that shall be spread throughout the year, with one taking place during the summer and the last meeting taking place during the week of the annual Delegate Assembly. The Executive Committee of the Board shall determine the dates and locations of the meetings for the upcoming Board year and report the meeting schedule to the Board before the Board year commences. The Board also shall be given 30 days' notice before each regular meeting by electronic means, or by any other means accessible to the Directors.

B. Additional meetings of the Board may be called by the President or by the written request of a majority of the Board, provided that a written notice is sent to each Director at least 10 days before the meeting.

C. A meeting of the Board or a committee may be conducted in person or by alternate means, such as teleconference, videoconference, the Internet, or any other means by which each participant can communicate with all other participants.

SECTION 8. QUORUM AND VOTING.

A. A quorum shall consist of a majority of the Board.

B. Unless otherwise specifically provided by these Bylaws, a majority vote of those present and voting shall govern. No proxy voting shall be permitted.

C. Any action required to be taken at a meeting of Directors, or any action which may be taken at a meeting of the Directors or any committee, may be taken without a meeting if a consent in writing, setting forth the action to be taken, shall have been signed or executed by the number of Directors or committee members as would be necessary to take that action at a meeting at which all of the Directors or members of the committee were present and voted. The Board, by policy or resolution, may increase the number of votes required for an action taken by written consent. A written consent shall be signed or executed and dated by each Director or committee member, and consent may be provided in multiple counterparts. Directors or committee members may provide written consent by facsimile, email (from the email address of record), or any other form of writing which comes from the Director or committee member.

SECTION 9. VACANCIES. By majority vote of those present and voting, the Board may fill vacancies that occur in Director positions by electing an individual to fill the vacancy until the next annual Delegate Assembly, in accordance with Board policy. At that time, a candidate shall be elected by the annual Delegate Assembly to fill the unexpired term in accordance with Article VI, Section 2D.

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES

Date: 5-24-2021

Subject: Facilities and Bond Oversight Committee (FBOC) Report

Administrator Responsible/Position: Max Cleaver, Chief Operations Officer

A. Purpose of Agenda Item:

☐ **Action Needed** ☒ **Information Only** ☐ **Receive Input**

B. Authority for This Action:

☐ **Local Policy** ☐ **Law or Rule** ☒ **NA**

C. Goal or Need Addressed:

Provide adequate, timely District facilities.

D. Summary:

☐ **Previous board action relating to this item –**
☐ **Future action anticipated –**
☐ **Background information –**

At the FBOC meeting on May 20, 2021, the committee discussed and then voted nearly unanimously to revisit an Academic Support Center (formerly Central Administration) on a November 2021 Bond ballot. This group of parents and community members believes there is a sense of urgency around the topic because a November 2021 Bond election would require the Board to call the election in August 2021.

FBOC members will be present to discuss this with the Board.

E. Monitoring and Reporting Timeline:

Person responsible for evaluating this decision or action – Max Cleaver, COO
Evaluation method and timeline –
Next report to the board –

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES

Date: **March 29, 2021**

Subject: **Update on 2020-2021 School Year**

Administrator Responsible/Position: **Dr. Eric Wright, Superintendent of Schools**

A. Purpose of Agenda Item:

☐ **Action Needed** ☒ **Information Only** ☐ **Receive Input**

B. Authority for This Action

☐ **Local Policy** ☐ **Law or Rule** ☒ **N/A**

C. Goal or Need Addressed:

Share with Board and Community information regarding happenings in the district

D. Administrative Recommendation: N/A

Hays CISD
Board of Trustees Operating Procedures

Board Meetings

While Board Meetings are for the purpose of the Board conducting the business of the District in public, they are not public forums for
the purpose of securing interaction with the public.

Developing the Board Meeting Agenda (Ref Policy BE)

- Agendas
  - The Superintendent will develop all Board Meeting agendas in collaboration with the Board President.
  - Items discussed at previous Board Meetings which are proposed for inclusion by more than one board member at a future meeting will also be added when appropriate.
  - Board Members must request to the Board President and Superintendent in writing, any item(s) they wish to have considered for placement on the agenda.
  - Items may be placed on the agenda by the Superintendent, the Board President, any Board Member with approval of the President, or through a request by any two Board Members.
  - No item can be placed on the agenda less than ten days in advance of the meeting without the Board President's approval.
  - No item can be placed on the agenda less than three work days in advance of the meeting unless an emergency or public necessity exists.
  - The complete agenda will be reviewed by the Superintendent and the Board President the Tuesday afternoon prior to the Agenda Workshop Meeting.
  - An annual agenda content calendar will be maintained by the Superintendent's office. This will be used to determine the minimum routine items that need to be on each regular meeting agenda. Other items can be added as requested following the procedures above and as noted in the minutes of previous Board Meetings.
  - Board Members will adhere to deadlines and parameters of the Board agenda/event calendar.

- Timely Notification and Information
  - Board Members shall be notified of a meeting at least 72 hours prior to a regular meeting, workshop or special meeting, and at least one hour prior to an emergency meeting.
  - Typically, information will be provided to each Board Member via electronic or hard copy delivery. Questions regarding supporting documents should be directed to the Superintendent.
  - Copies of the agenda, for non-emergency meetings, shall be available for the Board Members requesting a copy no later than 5:00 p.m. on Wednesday prior to the Agenda Workshop Meeting.

- Board members will attempt to have all questions regarding agenda items submitted to the Superintendent by 5:00 p.m. on Friday prior to the Board Agenda Workshop Meeting. The Superintendent and his Cabinet will make every attempt to communicate the answers to the questions to Board Members prior to the Monday meeting with a copy of the questions and answers included in the dais folders.

- Open and Closed Session Format
  - Every Board Meeting will begin at the designated posted time and reconvene at the posted time.
  - Closed Session items for which there is a corresponding action item to be considered during the Open Session of the meeting will be scheduled prior to the beginning of the Open Session. The Board President and Superintendent shall, to the extent possible, allocate sufficient time to complete Closed Session discussion prior to the beginning of the Open Session.
  - If more Closed Session discussion is needed, the Presiding Officer shall announce that it is necessary for the Board to reconvene in Closed Session.
  - The Presiding Officer shall state publicly that any action, if taken, will be conducted in Open Session following the Public Comment portion of the meeting; or, if appropriate, that no action will then be taken.

- Consent Agenda
  - The consent agenda includes items of routine and/or recurring nature, grouped together under one action item.
  - The consent agenda shall be limited to:
    - > Routine Personnel
    - > Minutes
    - > Finance Report
    - > Budget Amendments
    - > Routine Contracts/Agreements
    - > Routine Procurements
    - > Acceptance of Gifts
    - > Acceptance of Grants
    - > Other items agreed to by the Board
  - Background material for each consent agenda item shall be furnished to the Board in the meeting's supporting documents.
  - All consent agenda items shall be acted upon by one vote without separate discussion.
  - A Board Member may request that an item be withdrawn for individual consideration.

- Meeting Dates
  - The Superintendent will develop a Board calendar that will include regular and workshop meeting dates of the Board of Trustees.
  - Generally, unless otherwise scheduled by a consensus of the Board, regular Board Business Meetings will be held on the fourth Monday of every month except July. An agenda review session in the form of a workshop may be held the week

prior to the regular business meeting. Additional board workshops will be scheduled as deemed necessary.
- The calendar will include those items that are cyclical and/or recurring for consideration at regular or workshop meetings.

Conducting Board Meetings

- Quorum
  - Any time four or more Board Members are gathered to discuss school district business, it is considered a meeting, and must be posted as such according to Board legal policy.

- Closed Sessions
  - The Board may meet in Closed Session as provided for in the Texas Open Meetings Act, Government Code, Chapter 551, Subchapters D and E.
  - Before any Closed Session is convened, the Presiding Officer will announce publicly, as appropriate, that matters before the Board exist that necessitate convening into Closed Session to serve and protect the interests of the District, and that any action, if necessary, resulting from duly posted Closed Session items shall be conducted in Open Session. The Presiding Officer will also announce the specific sections of the Texas Government Code under which the Board will be meeting in closed session.
  - The posted agenda shall identify the section or sections of the Act authorizing the Closed Session and the general topics or subjects to be discussed. The Presiding Officer of the Board shall publicly identify such section or sections and such topics and subjects.
  - The Superintendent shall attend all sessions of the Board, both Open and Closed, except when the Board desires to meet without the Superintendent to consider the Superintendent's contract, evaluation or performance, or to resolve conflicts between individual Board Members, or to act as a tribunal.
  - In the event of the Superintendent's illness or Board approved absence, the Superintendent's designee shall attend such meetings.

- Public Participation at Board Meetings
  - The Board shall provide for public comment at each meeting, including all regular and special meetings. (Ref Policy BED)
  - Prior to the beginning of the Public Forum, the Presiding Officer will announce the rules for public participation.
  - A citizen must sign up on the appropriate form prior to the Public Forum portion of the agenda. The topic described on the form shall be complete and in sufficient detail as to determine appropriateness of the topic prior to addressing the Board. Comments on posted agenda items will be taken first. Comments on non-agenda items shall be permitted only after all agenda-specific comments have been made and if time permits.
  - Public comments may be on items listed on the agenda or other areas of school district operations. Speakers with specific complaints or comments about identifiable students, employees, or officials of the District will be directed to the appropriate District administrator and/or the District's formal complaint process.

Speakers shall be discouraged from using the names of specific individuals in their public comments.

- Questions asked during Public Forum on posted agenda items may be answered or addressed by the Board during the discussion of that agenda item. Comments or questions on topics not on the posted agenda may be referred to the Superintendent for consideration and a later response, if appropriate.
- The Presiding Officer shall determine the time limitation for each speaker, based on the number of individuals signed up to speak in Public Forum at the entrance prior to reconvening in open session. The time allotted to each speaker shall not exceed five minutes. Groups of five or more people wishing to speak on a single subject will be encouraged to appoint a spokesperson to express the views of the group. A speaker may not defer his/her allotted time to another speaker.
- The Presiding Officer shall determine the total allotment of time for each Public Forum, based on the number of individuals signed up to speak at the start of each meeting. The standard time allotted for Public Forum shall be a total of 30 minutes.
- The Board vests in its Presiding Officer the authority to terminate the remarks of any individual when such individual does not adhere to the established rules.
- The Board shall not tolerate disruption of the meeting by members of the audience. If any person disrupts the meeting by his or her words or actions, the Presiding Officer may request assistance from law enforcement officials to have the person removed from the meeting.

▶ Board Meeting Parliamentary Procedure (Ref Policy BE)

- The Board President serves as the Presiding Officer at Board Meetings. In the absence of the President, the Vice-President will preside.
- The Board shall be guided by parliamentary procedure as detailed in Robert's Rules of Order, Revised, or as spelled out in adopted procedure.
- The Board President has the responsibility to keep the discussion to the motion at hand and shall halt discussion that does not apply to the business before the Board.

▶ Transacting Business (Ref Policy BBE)

- When an agenda item is presented, a discussion shall be held and a decision reached through voting in accordance with prescribed procedures.
- Whenever possible, the Board should work toward a consensus model of decision-making. There may be dissenting votes which are a matter of record. However, once a decision has been made, all Board Members should support the majority vote of the Board, recognize that it carries the full authority of the Board, and individually respect that vote.

▶ Hearings (Ref Policy FNG, FOD, DGBA, GF)

- Employee, community and/or student/parent grievances will be handled according to Board policy FNG, FOD, DGBA, GF.

Board Workshops

The Board will conduct Special Meetings/Board Workshops as needed.

- The workshop format is intended to allow the Administration to present information to the Board that is:
  - Time sensitive and/or discussion intensive
  - Required by law, rule or policy, and
  - Is necessary for the efficient and effective operation of the District

- Board workshops are not intended to substitute for regular monthly Board Business Meetings, although a quorum of the Board may take action, as necessary.

- The workshops are intended to allow an opportunity for presentation, questions, discussion and an assessment of the Board's perspective.

- The Board President serves as the Presiding Officer at Board Workshops; however, it is understood that the intended nature and format of workshops allows for the Superintendent to substantially facilitate the presentation and ordering of items under consideration. In the absence of the President, the Vice-President will preside.

Board Committees (Ref Policy BDB)

- The Board may, from time to time as it deems necessary, create committees to facilitate the efficient and necessary operation of the Board.

- The President shall appoint members to special Board committees, and the Board President and the Superintendent shall be ex officio members of all Board committees unless otherwise provided by Board action.

District- and Campus-Level Committees

- District- and campus-level planning and decision-making committees serve in an advisory capacity to the Board and make recommendations to the Board for final Board action; therefore, Board Members shall not serve on such committees, unless otherwise provided by federal or state law, or approved by the Board.

Electing Board Officers (Ref Policy BDAA)

- At the first meeting after each election and qualification of Board members, the members of the Board shall organize by selecting:
  1. A president, who shall be a member of the Board
  2. A secretary, who may or may not be a member of the Board
  3. Such other officers and committees as the Board may deem necessary

  Education Code 11.061(c).

- A vacancy among officers of the Board shall be filled by majority action of the Board.

ANNUAL EVALUATIONS

Superintendent Evaluation (Ref Policy BJCD, BJCF, BJA)

- The Superintendent evaluation instrument will be updated and approved annually after the Board goal setting workshop session.

- Three formative evaluations will be conducted annually in closed sessions at the Board Agenda Workshops, in February, August and November. New Board members will receive training on how to evaluate the superintendent prior to the first formative dialogue session.

- A summative evaluation will be conducted in closed session annually in May.
  - This closed session shall be on a date separate from the regular monthly Board Agenda Workshop or Board Meeting.
  - This session may include a discussion of the Superintendent's contract.

- The Board will use the approved evaluation instrument for the summative evaluation. A copy of the evaluation document will be completed in advance by each Board Member and brought with the Board Member to a special closed session meeting. After coming to a consensus on each evaluated item, the Board shall prepare a single composite Summative Evaluation Document to be given to the Superintendent for discussion during that closed meeting.

- The Board shall strive to accomplish the following objectives during each evaluation.
  - Develop and sustain a harmonious working relationship between the Board and the Superintendent.
  - Ensure administrative leadership for excellence in the District.
  - Formulate Board consensus about the Superintendent's performance and the District's progress toward achieving its goals and objectives.

Board Evaluation/Team Building

- There will be a routine assessment of the status of the Board/Superintendent team annually.

- The evaluation and team building process may include:
  - Board operating procedures
  - Board Member training
  - Social Contract
  - Conflict resolution
  - Working relationships with the Superintendent
  - Conduct of Board Meetings
  - Long-range planning and goal setting
  - Relationship with the community

INDIVIDUAL BOARD MEMBERS

Access to Information (Ref Policy BBE)

- An individual Board Member, acting in his or her official capacity, shall have the right to seek information pertaining to District fiscal affairs, business transactions, governance, and personnel matters, including information that properly may be withheld from members of the general public in accordance with the Public Information Chapter of the Government Code.

- Individual Board Members shall not have access to confidential student records, unless there is a legitimate educational interest in the records in accordance with policies FL (LEGAL) and (LOCAL).

- A Board Member may request existing information and reports from the Superintendent's office. If the information is not available or a new report must be generated, it shall be requested through the Board President. If the Board President does not agree to the request, it may be resubmitted to the Board President by two or more Trustees. In case of emergency, the Board President may request information or reports.

- Board Member inquiries of staff shall be limited to Superintendent's Cabinet and responses will be distributed to all Board Members.

Communication with Other Board Members

- Board electronic and written communications regarding District issues should be routed through the Superintendent's office so that information can be disseminated and/or questions can be addressed in this manner, rather than among and between Board Members.

- A Board Member may discuss a District issue with no more than two other Board Members unless in a duly posted Board Meeting.

Communication with the Media

- The Board President serves as the official spokesperson for the Board team to the media/press on issues of media attention.

- Media calls should be directed to Superintendent and the Public Information Officer as the district spokesperson.

- Board Members asked for individual comments or opinions by the media/press are to qualify those statements as being the opinion of the individual Board Member and not representative of the Board as a whole or the District.

Complaints to Board Members (Ref Policy BBE)

- Employees, students, parents or other members of the public who bring concerns or complaints to an individual Board Member for the purpose of seeking remedy or perspective shall receive guidance that reflects:
  - An understanding by each Board Member that information provided to a Board Member, in some specific situations, could cause the Board Member receiving the information to be disqualified from participating in future hearing(s) or action by the Board specific to the issue;
  - Adherence to the Board's policies (DGBA, FNG, FOD and GF) regarding complaints and grievances.

- Board Members may notify the Superintendent's office of any complaint.

- As necessary, the Superintendent or designee shall guide the complainant to the appropriate staff member.

- When the concern or complaint directly pertains to the Board's own actions or policy, for which there is no administrative remedy, the Trustee may request that the issue be placed on the agenda.

Visits to Campuses

- Board Members are encouraged to attend any and all school events as their time permits, and to show support of school activities.

- Board Members must notify the Superintendent or designee prior to visiting a campus in an official capacity.

- Board Members shall not visit a campus in an attempt to evaluate personnel on a campus.

Board Member Training (Ref Policy BBD)

- Board Members are required to attend training set forth in Policy BBD. In addition to the orientation and team building training, a Board Member shall receive additional continuing education on an annual basis, in fulfillment of assessed needs and based on the framework for governance leadership. The district will cover the cost of registration, travel and lodging for each Board Member for the minimum number of hours shown on the *Continuing Education Requirements for School Board Members* as published on the TASB website. All costs for additional training will be the responsibility of the individual Board Member.

- Board memberships to any and all associations shall be brought to the Board for discussion and approval.