

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 12, 2025 beginning at 5:00 PM at Hays CISD Merideth Keller Board Room, 21003 IH 35, Kyle, TX 78640.

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.

- A. CALL TO ORDER: Establish a quorum
- B. CANVASS ELECTION RESULTS
 - 1. Consideration and possible adoption of the Order Canvassing Returns and Declaring Results of School Building Bond Election 6
- C. OATHS OF OFFICE FOR TRUSTEES ELECTED ON MAY 3, 2025
 - Byron Severance, Single-Member District 4
 - Esperanza Orosco, Single-Member District 5
- D. CLOSED SESSION
 - 1. Deliberate regarding Board reorganization, and matters related to the duties and responsibilities of Board officers and trustees pursuant to Tx. Gov't Code Section 551.074
- E. RECONVENE IN OPEN SESSION - Immediately following Closed Session
- F. REORGANIZE BOARD
Discuss and take possible action to reorganize the Board and select officer
- G. CLOSED SESSION
 - 1. Deliberation regarding safety and security, including security personnel, systems, infrastructure, and/or devices, pursuant to Tx. Gov't Code Section 551.076
 - 2. Deliberate regarding the Superintendent's recommendations for employment, resignations, extended leave, and other personnel matters, pursuant to Tx. Gov't Code Section 551.071
 - 3. Discussion of the purchase, exchange, lease, or value of real property pursuant to Tx. Gov't Code Section 551.072 - *Scheduled for May 19, 2025 Only*
- H. 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.
- I. MISSION STATEMENT
Hays CISD makes it 100% possible.
- J. SOCIAL CONTRACT
The Board will:
 - Serve as District Ambassadors
 - Assume Positive and Noble Intentions
 - Collaborate as a Team and Respect the Body Corporate
 - Promote Discussion and Value Each Other's Perspectives
 - Be Professional

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	<i>Please be aware that the audio and video 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 consents to the online publication of their comments.</i>	
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<i>*Special Meeting*</i> Budget Workshop WEDNESDAY , June 4, 2025 @ Hays CISD Merideth keller Board Room - 5:30 pm	
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TUESDAY , June 24, 2025 @ Hays CISD Merideth Keller Board Room - 5:30 pm	
July 21, 2025 @ Hays CISD Merideth Keller Board Room – 5:30 pm	
<i>Official Board of Trustees information may be obtained at www.hayscisd.net</i>	
T. ADJOURN	

This notice was posted in compliance with the Texas Open Meetings act on: Friday, May 9, 2025 at 2:30 PM

EXCEPTIONS FOR CLOSED MEETINGS	The Board may conduct a closed meeting for the purpose described in the following provisions.
ATTORNEY CONSULTATION	1. The 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. <i>Gov't Code 551.071</i> [See BE for permissible methods of communication for attorney consultations.
REAL PROPERTY	2. The 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. <i>Gov't Code 551.072</i>
PROSPECTIVE GIFT	3. The Board may conduct a closed meeting to deliberate a negotiated contract for a prospective gift or donation to the District if deliberation in an open meeting would have a detrimental effect on the Board's position in negotiations with a third person. <i>Gov't Code 551.073</i>
PERSONNEL MATTERS	4. The 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, the 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. <i>Gov't Code 551.074</i> The closed meeting exception for personnel matters does not apply when the Board discusses an independent contractor who is not a school employee, such as an engineering, architectural, or consultant firm, or when the Board discusses a class or group of employees, not a particular employee. <i>Atty. Gen. Op. MW-129 (1980), Atty. Gen. Op. H-496 (1975)</i>
EMPLOYEE- EMPLOYEE COMPLAINTS	The 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, the 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. <i>Gov't Code 551.082</i>
STUDENT DISCIPLINE	5. The Board is not required to conduct an open meeting to deliberate in a case involving discipline of a public school child. However, the Board may not conduct a closed meeting for this purpose if the child's parent or guardian makes a written request for an open hearing. <i>Gov't Code 551.082</i>
PERSONALLY IDENTIFIABLE STUDENT INFORMATION	6. The 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 the 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. <i>Gov't Code 551.0821</i>
MEDICAL OR PSYCHIATRIC RECORDS	7. A board that administers a public insurance, health, or retirement plan is not required to conduct an open meeting to deliberate: <ul style="list-style-type: none">a. The medical records or psychiatric records of an individual applicant for a benefit from the plan; orb. A matter that includes a consideration of information in the medical or psychiatric records of an individual applicant for a benefit from the plan. <i>Gov't Code 551.0785</i>
SECURITY	8. The Board is not required to conduct an open meeting to deliberate: <ul style="list-style-type: none">a. The deployment, or specific occasions for implementation, of security personnel or devices; orb. A security audit. <i>Gov't Code 551.076</i>

ASSESSMENT INSTRUMENTS	9. The Board shall conduct a closed meeting to discuss or adopt individual assessment instruments or assessment instrument items. <i>Education Code 39.030(a)</i>
EMERGENCY MANAGEMENT	10. The Board is not required to conduct an open meeting to deliberate information confidential under Government Code 418.175–418.182, relating to Homeland Security. However, the Board must make a tape recording of the proceedings of a closed meeting held to deliberate the information. <i>Gov't Code 418.183(f)</i>
ECONOMIC DEVELOPMENT NEGOTIATIONS	11. The Board is not required to conduct an open meeting: <ul style="list-style-type: none"> a. 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 the District and with which the Board is conducting economic development negotiations; or b. To deliberate the offer of a financial or other incentive to such a business prospect. <i>Gov't Code 551.087</i>
PROCEDURES FOR CLOSED MEETINGS	If a closed meeting is allowed, the 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. <i>Gov't Code 551.101</i>
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. <i>Gov't Code 551.102</i> [See BE]
CERTIFIED AGENDA OR TAPE RECORDING	The Board shall either keep a certified agenda or make a recording of the proceedings of each closed meeting, except for private consultation with the 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. <i>Gov't Code 551.103</i> "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. <i>Gov't Code 551.001(7)</i> Closed meetings may not be recorded by an individual trustee against the wishes of a majority of the Board. <i>Zamora v. Edgewood ISD, 592 S.W.2d 649 (Tex. App.—San Antonio, 1979, writ ref'd n.r.e.)</i>
PRESERVATION	The 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. <i>Gov't Code 551.104(a)</i>
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. <i>Gov't Code 551.104(b), (c)</i>
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. <i>Gov't Code 551.145</i> 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. <i>Gov't Code 551.146</i> 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. <i>Gov't Code 551.144(a)</i>
AFFIRMATIVE DEFENSE	It is an affirmative defense to prosecution under Government Code 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. <i>Gov't Code 551.144(c)</i>

DATE ISSUED: 10/25/2013
UPDATE 98
BEC (LEGAL)-P

**HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES**

Date: May 12, 2025

Agenda Item: B

Board Goal: Community Relations

Subject: Consideration and possible adoption of the Order Canvassing Returns and Declaring Results of School Building Bond Election

Administrator Responsible/Position: Tim Savoy, Chief Communications 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 canvassing authority, made up of Hays CISD Board Members, will canvass the election returns of the May 3, 2025 election.

D. Summary:

Election Code law calls for each local canvassing authority to convene to conduct the canvass of election returns. For a bond election, the attached order and its accompanying certificate are also prepared.

E. Suggested Motion

I move that the Hays CISD Board of Trustees adopt the Order Canvassing Returns and Declaring Results of the May 3, 2025, School Building Bond Election.

**HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES**

Date: May 12, 2025

Agenda Item: K

Board Goal: Community Relations

Subject: Superintendent's Report

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 current events in the district.

D. Administrative Recommendation: N/A

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: May 12, 2025

Agenda Item: L

Board Goal: Community Relations

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.

Please be aware that the audio and video 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 consents to the online publication of their comments.

**HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES**

Date: May 12, 2025

Agenda Item: M

Board Goal: Student Achievement

Subject: Student Achievement Report: End-of Year Review of Athletics

Administrator Responsible/Position: Marivel Sedillo, Deputy Superintendent / Chief Academic Officer
Lance Moffett, Director of Athletics

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 a report to the Board of Trustees related to student participation in Athletic programs during the 2024-2025 school year.

D. Summary:

Previous board action relating to this item:

Future action anticipated:

Background information: Based on our district goals, the administration strives for 100% student engagement district-wide. Each campus, through our showcases, report the number of student clubs offered throughout the year.

E. Comments Received:

Cabinet DLT FBOC Teacher Org. Reps. Other:

F. Administrative Recommendation:

The administration is not making a recommendation on this item as it is only informational.

G. Fiscal Impact and Cost: Total Amount: N/A

Budget – General Operating Fund Bond Grant/Special Funds Other

Prior Year Spending – n/a

Future/Ongoing –

H. Monitoring and Reporting Time Line:

Person responsible for evaluating this decision or action —Marivel Sedillo, Lance Moffett

Evaluation method and time line -

Next report to the board – Upon request.

I. Suggested Motion:

No motion required. This agenda item is presented for information only.

**HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES**

Date: May 19, 2025

Agenda Item: N

Board Goal: Community Relations

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

Board Policy BE 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. Minutes of Board of Trustees Meetings
2. Procurements
 - a. Renewal of Subscription to STEMscopes – Accelerate Learning
 - b. Purchase of Open Court Workbooks and Digital Licenses – McGraw Hill
 - c. Renewal of Subscription to Desmos Math – Amplify
 - d. Renewal of Subscriptions to BrainPOP and BrainPOP Jr. – BrainPOP
 - e. Purchase of Textbooks and Online Access to IM for AP Human Geography – Cengage
 - f. Purchase of Textbooks and Online Access to IM for AP Govt and Econ – Bedford Freeman and Worth Publishers
 - g. Purchase of Social Studies Instructional Resources – Social Studies School Service
3. Budget Amendments

E. Comments Received:

Cabinet DLT FBOC Teacher Org. Reps. Other

F. Administrative Recommendation:

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

G. Fiscal Impact and Cost: Per individual items attached

H. Suggested Motion:

I move that the Hays CISD Board of Trustees approve the consent agenda, as presented.

**HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES**

Date: May 19, 2025

Agenda Item: N.1

Board Goal: Community Relations

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 14, 2025 Agenda Workshop, and April 24, 2025 Business meetings are presented for approval

E. Comments Received:

- Cabinet DLT FBOC Teacher Org. Reps. Other

F. Administrative Recommendation:

The Superintendent recommends the Board approve minutes, as presented.

G. Fiscal Impact and Cost: Amount: N/A

- Budget Bond Grant/Special Funds Other

H. Suggested Motion:

I move that the Hays CISD Board of Trustees approve minutes from April 14, 2025 Agenda Workshop, and April 24, 2025 Business meetings, as presented.

Minutes of Regular Meeting April 14, 2025

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 the meeting is accessible at www.hayscisid.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 on Monday, April 14, 2025 beginning at 5:30 PM in the Merideth Keller Board Room at the Hays CISD Academic Support Center, located at 21003 Interstate 35, Kyle, TX 78640.

CALL TO ORDER: Establish a quorum

Board Vice President Byron Severance called the meeting to order at 5:30 PM. All members of the Board were present with the exception of Board President Raul Vela and Trustee Courtney Runkle.

CLOSED SESSION

The Board adjourned to Closed Session at 5:30 PM to deliberate regarding safety and security, including security personnel, systems, infrastructure, and/or devices, pursuant to Tx. Gov't Code Section 551.076.

RECONVENE IN OPEN SESSION

Board Vice President Byron Severance called the Board back to order to reconvene in open session at 6:33 PM.

PLEDGE OF ALLEGIANCE TO THE UNITED STATES AND TEXAS FLAGS

Board Secretary Vanessa Petrea lead the Board in the Pledge of Allegiance to the US and Texas flags.

MISSION STATEMENT

Trustee Johnny Flores read the Hays CISD Board of Trustees Mission Statement.

SOCIAL CONTRACT

Trustee Geoff Seibel read the Hays CISD Board of Trustees Social Contract.

SUPERINTENDENT REPORT

Superintendent Dr. Eric Wright provided an enrollment update of 24,397 with an average daily attendance rate of 93.32%. Dr. Wright presented slides to the Board to provide an update regarding student activities district-wide, highlighting areas of achievement in fine arts and athletics. Dr. Wright received feedback from Board Vice President Byron Severance.

PUBLIC FORUM

There was no one present from the public wishing to address the Board of Trustees.

STUDENT ACHIEVEMENT REPORT

Deputy Superintendent / Chief Academic Officer Marivel Sedillo introduced Jaime Kinslow, the Interim Director of Assessment. Ms. Kinslow presented slides to the Board and responded to feedback and questions from Trustee Johnny Flores, Board Secretary Vanessa Petrea, Trustee Geoff Seibel, Trustee Esperanza Orosco, and Board Vice President Byron Severance. Derek McDaniel, Executive Officer of Curriculum & Instruction also provided response to Board questions.

CAMPUS RECOGNITION – Cullen Elementary School

This presentation is scheduled for the April 24, 2025¹² Board meeting.

CONSENT AGENDA

Board Vice President Byron Severance introduced the agenda item to query trustees regarding any items to be pulled for discussion. Trustee Geoff Seibel requested to pull agenda item K.2 – Budget Amendments.

Consideration and possible approval of meeting minutes

There were no questions from the Board of Trustees regarding this agenda item.

Budget Amendments

Chief Financial Officer Randy Rau responded to questions from Trustee Geoff Seibel.

Agreements, Contracts, and MOUs

a. Consideration and possible approval of the Provision of Instructional Materials Certification Form for the 2025-2026 School Year (Formerly the TEKS Certification Form)

There were no questions from the Board of Trustees regarding this agenda item.

b. Consideration and possible approval of the Extension of the Hays CISD Depository Contract – Wells Fargo Bank

There were no questions from the Board of Trustees regarding this agenda item.

ACTION ITEMS

Consideration and possible approval of the purchase of Emergency Management Software for Critical Incident Notification

Board Vice President Byron Severance introduced the agenda item to begin discussion. Chief Safety and Security Officer Jeri Skrocki addressed the Board to provide a summarized update and information regarding this agenda item. There were no questions from the Board of Trustees.

Consideration and possible approval of the purchase of Instructional Materials and Start-up Expenses for the Fall 2025 opening of Ramage Elementary School

Board Vice President Byron Severance introduced the agenda item to begin discussion. Deputy Academic Officer Dr. Michael Watson responded to questions and feedback from Trustee Esperanza Orosco and Board Vice President Byron Severance.

Consideration and possible approval of the purchase of Security Fencing and Associated Installation Services (Phase 3) – Encore Fence

Board Vice President Byron Severance introduced this agenda item to begin discussion. Chief Safety and Security Officer Jeri Skrocki addressed the Board to provide an overview of this phase of the fencing project. Ms. Skrocki responded to questions and feedback from Board Secretary Vanessa Petrea and Board Vice President Raul Vela.

Consideration and possible approval of the Design Document Package and Cost Estimate for 2025 Bond Comprehensive High School #4

Board Vice President Byron Severance introduced this agenda item to open discussion. Chief Operations Officer Max Cleaver addressed to Board to introduce Jason Andrus of Huckabee Architects. Mr. Andrus presented slides to the Board to indicate changes to design documents. Mr. Andrus, Deputy Academic Officer David Pierce, Chief Technology Officer Alan Duerr, and Chief Communication Officer Tim Savoy responded to questions and feedback from Trustee Geoff Seibel, Trustee Esperanza Orosco, Board Secretary Vanessa Petrea, Trustee Johnny Flores, and Vice President Byron Severance.

Consideration and possible approval of the Selection of Design Professional and Method of Procurement for 2025 Bond Artificial Turf Installation and Running Track Cycle Replacement at all Hays CISD Middle Schools

Board Vice President Byron Severance introduced this agenda item to begin discussion. Chief Operations Officer Max Cleaver addressed the Board. There were no questions from trustees. Board Vice President Byron Severance provided a feedback statement.

Consideration and possible approval of the Selection of Design Professional and Method of Procurement for 2025 Bond Mechanical, Electrical, Plumbing, Life Safety, and Roof Repair Cycle Replacements at Negley Elementary, Pfluger Elementary, Science Hall Elementary, and Chapa Middle School

Board Vice President Byron Severance introduced the agenda item to begin conversation. Max Cleaver, Chief Operations Officer, provided information regarding this agenda item. There were no questions from the Board of Trustees.

Consideration and possible approval of a Development Agreement and Site Donation at the Kolodzey Tract from GRBK Edgewood LLC for Elementary School #18

Board Vice President Byron Severance introduced the agenda item to open discussion. Superintendent Dr. Eric Wright provided information as to the determination of the next elementary campus and its site donation. Chief Operations Officer Max Cleaver addressed the Board to provide additional information. Mr. Cleaver responded to questions from Trustee Johnny Flores.

INFORMATION ITEM

Report of Continuing Education Requirements for Board Members Under Senate Bill 1566

This agenda item will be discussed at the April 24, 2025 Board meeting.

Update on District Safety & Security Initiatives

There were no new updates related to this standing agenda item. There were no questions from the Board of Trustees.

Update on District Bond, Construction, and Renovation Projects

Max Cleaver, Chief Operations Officer, provided an update regarding bus fleet inventory. There were no questions from the Board of Trustees.

Presentation of information regarding upcoming Defeasance of Outstanding Bonds

Board Vice President Byron Severance introduced this agenda item. Chief Financial Officer Randy Rau addressed the Board to summarize the included document. Mr. Rau responded to feedback and questions from Trustee Geoff Seibel, Board Secretary Vanessa Petrea, and Board Vice President Byron Severance.

Review and Discussion of the 2025-2026 Budget Calendar

Board Vice President Byron Severance introduced this agenda item. There were no new updates nor questions from the Board.

Financial Statements

Board Vice President Byron Severance introduced this agenda item. There were no questions from the Board of Trustees.

Quarterly Investment Reports

Board Vice President Byron Severance introduced this agenda item. There were no questions from the Board of Trustees.

REQUESTS FOR INFORMATION FROM THE BOARD OF TRUSTEES

There were no requests from the Board of Trustees.

RECAP OF QUESTIONS

There was no recap of questions.

ADJOURN

No further business was conducted, and Board Vice President Byron Severance announced that the meeting was adjourned at 8:58 PM.

Minutes of Regular Meeting April 24, 2025

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 the meeting is accessible at www.hayscisid.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 on Thursday, April 24, 2025 beginning at 5:30 PM in the Merideth Keller Board Room at the Hays CISD Academic Support Center, located at 21003 Interstate 35, Kyle, TX 78640.

CALL TO ORDER: Establish a quorum

Board President Raul Vela called the meeting to order at 5:30 PM. All members of the Board were present.

CLOSED SESSION

The Board adjourned to Closed Session at 5:30 PM to deliberate regarding safety and security, including security personnel, systems, infrastructure, and/or devices, pursuant to Tx. Gov't Code Section 551.076.

RECONVENE IN OPEN SESSION

Board President Raul Vela called the Board back to order to reconvene in open session at 6:21 PM.

PLEDGE OF ALLEGIANCE TO THE UNITED STATES AND TEXAS FLAGS

Board Secretary Vanessa Petrea lead the Board in the Pledge of Allegiance to the US and Texas flags.

MISSION STATEMENT

Board Vice President Byron Severance read the Hays CISD Board of Trustees Mission Statement.

SOCIAL CONTRACT

Trustee Courtney Runkle read the Hays CISD Board of Trustees Social Contract.

SUPERINTENDENT REPORT

Superintendent Dr. Eric Wright provided information regarding the release of the A-F ratings, an enrollment update of 24,397 with an average daily attendance rate of 93.32%. Dr. Wright presented slides to the Board to provide an update regarding student activities district-wide, highlighting areas of achievement in UIL Academics, fine arts and athletics. Dr. Wright also made mention of ongoing registration for the 25/26 school year and its importance. He also provided an update from the Texas Legislative Session. Dr. Wright received feedback and responded to questions from Board Vice President Byron Severance and Board Secretary Vanessa Petrea.

CAMPUS RECOGNITION – Cullen Elementary School

Deputy Academic Officer Mary Noble addressed the Board to introduce Principal Elizabeth Lara of Cullen Elementary School. Ms. Lara presented slides to the Board. Next a group of Cullen ES student choir students performed a song for the Board and guests, then posed for a group photo. Ms. Lara received feedback and responded to questions and comments from Trustee Johnny Flores, Trustee Courtney Runkle, Board Secretary Vanessa Petrea, Trustee Geoff Seibel, Trustee Esperanza Orosco, Board Vice President Byron Severance, and Board President Raul Vela.

The Board paused for a five-minute break at 7:09PM, returning to the dais at 7:14PM.

PUBLIC FORUM

There were two speakers present requesting to address the Board. Michelle Fauver addressed the board regarding Vision Services Team. Chris Cable addressed the Board regarding Hays CISD Special Education concerns.

STUDENT ACHIEVEMENT REPORT

Information relating to this agenda item was presented at the April 14, 2025 Board meeting. There were no additional questions from the Board at the April 24, 2025 meeting.

CONSENT AGENDA

Board President Raul Vela introduced the agenda item and read the suggested motion that the Hays CISD Board of Trustees approve the consent agenda, as requested. Trustee Johnny Flores moved and Board Secretary Vanessa Petrea seconded the motion. There was no further discussion, and the motion passed by a vote of 7-0.

Consideration and possible approval of meeting minutes

There were no questions from the Board of Trustees regarding this agenda item.

Budget Amendments

Chief Financial Officer Randy Rau responded to questions from Trustee Geoff Seibel.

Agreements, Contracts, and MOUs

a. Consideration and possible approval of the Provision of Instructional Materials Certification Form for the 2025-2026 School Year (Formerly the TEKS Certification Form)

There were no questions from the Board of Trustees regarding this agenda item.

b. Consideration and possible approval of the Extension of the Hays CISD Depository Contract – Wells Fargo Bank

There were no questions from the Board of Trustees regarding this agenda item.

ACTION ITEMS

Consideration and possible approval of the purchase of Emergency Management Software for Critical Incident Notification

Board President Raul Vela introduced the agenda item and read the suggested motion that the Hays CISD Board of Trustees approve the purchase of the recommended Emergency Management Software for an amount not to exceed \$95,368, as discussed and presented. Board Secretary Vanessa Petrea moved and Board Vice President Byron Severance seconded the motion. There was no further discussion, and the motion passed by a vote of 7-0.

Consideration and possible approval of the purchase of Instructional Materials and Start-up Expenses for the Fall 2025 opening of Ramage Elementary School

Board President Raul Vela introduced the agenda item and read the suggested motion that the Hays CISD Board of Trustees approve the 2023 Bond purchase of instructional materials and start-up expenses for the fall 2025 opening of Ramage Elementary School, for an estimated amount not to exceed \$831,664.21, as presented. Board Secretary Vanessa Petrea moved and Board Vice President Byron Severance seconded the motion. There was no further discussion, and the motion passed by a vote of 7-0.

Consideration and possible approval of the purchase of Security Fencing and Associated Installation Services (Phase 3) – Encore Fence

Board President Raul Vela introduced the agenda item and read the suggested motion that the Hays CISD Board of Trustees approve the purchase of security fencing and associated installation services from Encore Fence for amount not to exceed \$230,152, as presented. Board Secretary Vanessa Petrea moved and Trustee Johnny Flores seconded the motion. There was no further discussion, and the motion passed by a vote of 7-10.

Consideration and possible approval of the Design Document Package and Cost Estimate for 2025 Bond Comprehensive High School #4

Board President Raul Vela introduced the agenda item and read the suggested motion that the Hays CISD Board of Trustees approve the Design Development package and cost estimate for 2025 Bond Proposition B, Comprehensive High School 4 Base Bid: \$396,265,698, Proposition C, Stadium Expansion: \$6,848,154, and Proposition D, Multipurpose Impact Center: \$9,223,985 for Comprehensive High School 4 for a total estimate cost of \$412,338,108 for further consideration, as presented and discussed. Board Vice President Byron Severance moved and Board Secretary Vanessa Petrea seconded the motion. Max Cleaver, Chief Operations Officer, received feedback and responded to comments and questions from Board Secretary Vanessa Petrea, Board Vice President Byron Severance, and Trustee Courtney Runkle. There was no further discussion, and the motion passed by a vote of 7-0.

Consideration and possible approval of the Selection of Design Professional and Method of Procurement for 2025 Bond Artificial Turf Installation and Running Track Cycle Replacement at all Hays CISD Middle Schools

Board President Raul Vela introduced the agenda item and read the suggested motion that the Hays CISD Board of Trustees approve a construction, engineering and inspection services firm related to the 2025 Bond installation of artificial turf and running track cycle replacement at all Hays CISD middle schools, approve competitive sealed proposal as the method of procurement, and authorize the Superintendent to execute a satisfactory design contract, as presented. Board Secretary Vanessa Petrea moved and Trustee Courtney Runkle seconded the motion. There was no further discussion, and the motion passed by a vote of 7-0.

Consideration and possible approval of the Selection of Design Professional and Method of Procurement for 2025 Bond Mechanical, Electrical, Plumbing, Life Safety, and Roof Repair Cycle Replacements at Negley Elementary, Pflugger Elementary, Science Hall Elementary, and Chapa Middle School

Board President Raul Vela introduced the agenda item and read the suggested motion that the Hays CISD Board of Trustees approve Hendrix Engineering for engineering services related to potential 2025 Bond installation of mechanical, electric, plumbing, roofing and life safety items at select facilities and approve competitive sealed proposal as the method of procurement, and authorize the Superintendent to execute a satisfactory design contract, as presented. Trustee Courtney Runkle moved and Board Vice President Byron Severance seconded the motion. There was no further discussion, and the motion passed by a vote of 7-0.

Consideration and possible approval of a Development Agreement and Site Donation at the Kolodzey Tract from GRBK Edgewood LLC for Elementary School #18

Board President Raul Vela introduced the agenda item and read the suggested motion that the Hays CISD board of Trustees accept the donation of the school site in the Kolodzey Tract from GRBK Edgewood LLC, authorize the cost sharing of utilities and infrastructure in the amount of \$1,427,096, and authorize the Board President and/or Superintendent to execute documents necessary or convenient to complete the transaction, as presented. Board Vice President Byron Severance moved and Trustee Johnny Flores seconded the motion. Chief Operations Officer Max Cleaver responded to questions from Trustee Flores. There was no further discussion, and the motion passed by a vote of 7-0.

INFORMATION ITEM

Report of Continuing Education Requirements for Board Members Under Senate Bill 1566

Board President Raul Vela read the required statement to report that all Hays CISD Trustees have completed the training required of their assignment. There were no questions from trustees regarding this agenda item.

Update on District Safety & Security Initiatives

Board President Raul Vela introduced the agenda item. There was no presentation from Chief Safety and Security Officer Jeri Skrocki, and there were no questions from the Board of Trustees.

Update on District Bond, Construction, and Renovation Projects

Board President Raul Vela introduced the agenda item. There was no presentation from Chief Operations Officer Max Cleaver, and there were no questions from the Board of Trustees.

Presentation of information regarding upcoming Defeasance of Outstanding Bonds

Board President Raul Vela introduced the agenda item. There was no update to the defeasance information presented first at the April 14, 2025 Board meeting. Trustee Esperanza Orosco asked Chief Financial Officer Randy Rau for a summary of this information item. Mr. Rau responded to provide the information requested. There were no further questions from the Board.

Review and Discussion of the 2025-2026 Budget Calendar

Board President Raul Vela introduced the agenda item. There have been no updates to the imbedded document since the April 14, 2025 Board meeting. Dr. Eric Wright, Superintendent, responded to questions from Trustee Esperanza Orosco regarding the release of Teacher Contracts (April) and Administrator Contract (June). There were no further questions from the Board.

Financial Statements

Board President Raul Vela introduced the agenda item. There were no questions from the Board.

Quarterly Investment Reports

Board President Raul Vela introduced the agenda item. There were no questions from the Board.

REQUESTS FOR INFORMATION FROM THE BOARD OF TRUSTEES

Requests for information were received from Board Secretary Vanessa Petrea, Trustee Johnny Flores, Trustee Courtney Runkle, Trustee Geoff Seibel, Trustee Esperanza Orosco, and Board Vice President Byron Severance.

RECAP OF QUESTIONS

There was no recap of questions.

ADJOURN

Board President Raul Vela noted that the next Board meeting is scheduled for Monday, May 12, 2025. No further business was conducted, and President Vela announced that the meeting was adjourned at 7:48 PM.

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: May 19, 2025

Agenda Item: N.2a

Board Goal: Student Achievement

Subject: Consideration and possible approval of the renewal of the Subscription to STEMscopes Tier 1 Elementary Math Curriculum for the 2025-2026 School Year – Accelerate Learning

Administrator Responsible/Position: Marivel Sedillo, Deputy Superintendent / Chief Academic Officer
Derek McDaniel, Executive Officer of Curriculum & Instruction

A. Purpose of Agenda Item:

- Action needed Information only Receive input

B. Authority for This Action:

- Local Policy: Law or Rule N/A
EFA (Legal) and (Local) –
Instructional Resources: Instructional
Materials

C. Goal or Need Addressed: The purpose of this agenda item is to approve the purchase of the online math program STEMscopes for the 2025-2026 school year for math at all elementary campuses.

D. Summary:

- Previous board action relating to this item:** Board approved purchase for the 2023-2024 school year, including the purchase of the STEMscopes Foundations kits for the teacher, which was a one-time purchase. The board also approved the purchase of online licenses for the 2024-2025 school year. This purchase will be a renewal for the online access only. This purchase is being made off of the State Board of Education's High Quality Instructional Materials list. New funding was added by the Legislature to purchase instructional materials that were approved through the Instructional Materials Review and Approval (IMRA) process. STEMscopes Math was reviewed and approved by the Texas Education Agency and the State Board of Education for use in Texas schools.
- Future action anticipated:** There is an annual cost for the online subscriptions.
- Background information:** Hays CISD has utilized the STEMscopes math program in all elementary school campuses since the 2023-24 school year. STEMscopes has continually improved their resources, professional developments, website, activities, assessments and much more to provide rigorous TEKS aligned mathematics curriculum. STEMscopes is a research based online program that provides students with hands-on activities and formative assessments. The online resource is user friendly, allowing teachers and students to use the platform frequently. As STEMscopes is a digital resource, they are able to frequently update and improve their product. Due to TEA's shift for online testing only, we have adapted to using more online resources by utilizing STEMscopes, allowing students more opportunities to be successful. The elementary school day-by-day math lesson plans include various activities and assessments specifically from STEMscopes to enrich daily lessons, allowing teachers to only use district curriculum and not having to purchase/use resources that haven't been vetted or checked for alignment. Due to the State's continued math curriculum gap years, we are purchasing STEMscopes Math for K-5 teachers as the core, Tier 1 resource.

E. Comments Received:

- Cabinet DLT FBOC Teacher Org. Reps.
 Other: C&I and Adoption Committee

F. Administrative Recommendation: Administration recommends approval of the renewal of STEMscopes Math
Advantages and benefits of this proposal: Designed and developed in Texas to align specifically to the Texas state standards; follows the 5E lesson plan model; provides opportunities for engagement, hands-on exploration, modeling, interventions, differentiation, and extensions beyond the TEKS; Provides formative assessment opportunities for just-in-time intervention; Online platform for students to support blended learning models; As a digital resource, STEMscopes is able to continuously adapt and improve the product
Expected results in terms of student benefit/achievement: Aligned and engaging learning experiences for students; Increased opportunities for hands-on explorations and modeling; Differentiated activities and instructional models for accessing content for all students; Increased student achievement on local and state assessments
Effect of this action on other parts of the system: N/A
Consequences of not approving this recommendation: Loss of aligned and differentiated instructional materials for elementary mathematics.

G. Fiscal Impact and Cost: \$123,682.50

Budget

Bond

Grant/Special Funds:

Other: Instructional Materials Review and Approval Allotment

Budget Amendment Needed

Prior Year Spending:

Reasons for rejecting alternatives: Go Math was adopted in 2014 and expired after the 2021-2022 school year. Publishers have not updated their math resources since the 2014 adoption because math TEKS are expected to be revised in the coming school years. There is currently a lack of quality, aligned resources for Math. The Texas Resource Review found that STEMscopes math is 100% aligned to K-5 Math TEKS – a higher rating than any other resource.

Future/Ongoing: Ongoing annual cost for the online subscription only and teacher kits for growth.

H. Monitoring and Reporting Time Line:

Person responsible for evaluating this decision or action: Marivel Sedillo, Derek McDaniel

Evaluation method and time line: The Executive Officer of Curriculum and Instruction, along with the Elementary Coordinator for Mathematics, will be able to evaluate the data using CBAs and usage reports of STEMscopes per school and teacher after each assessment.

Next report to the board: N/A

I. Suggested Motion:

I move that the Hays CISD Board of Trustees approve the renewal of the subscription to STEMscopes for Tier 1 elementary math curriculum, as presented.

Quote/Invoice Number 00116257
 Account Name Hays Consolidated Independent School District
 Bill To United States
 Shipping Address 21003 Interstate 35
 Kyle, Texas 78640-4745
 United States

MAIL PO & CHECKS TO:

Division Accelerate Learning Inc.
 Company Address PO BOX 732464
 Dallas, 75373-2464
 Fax (281) 833-4510
 Phone (800) 531-0864

Created Date 4/22/2025
 Prepared By Kayla Garcia

Description Digital 1 year online subscription

The quantity below represents the total number of students for each grade level.

Product Name	ISBN	Grade	Quantity	Years	Sales Price	Total Price
STEMscopes Texas Math - Kindergarten English and Spanish (1 year online subscription)	979-8-89353-369-9	K	1,600.00	1 Year	\$11.95	\$19,120.00
STEMscopes Texas Math - Grade 1 English and Spanish (1 year online subscription)	979-8-89353-370-5	1	1,750.00	1 Year	\$11.95	\$20,912.50
STEMscopes Texas Math - Grade 2 English and Spanish (1 year online subscription)	979-8-89353-371-2	2	1,750.00	1 Year	\$11.95	\$20,912.50
STEMscopes Texas Math - Grade 3 English and Spanish (1 year online subscription)	979-8-89353-372-9	3	1,700.00	1 Year	\$11.95	\$20,315.00
STEMscopes Texas Math - Grade 4 English and Spanish (1 year online subscription)	979-8-89353-373-6	4	1,750.00	1 Year	\$11.95	\$20,912.50
STEMscopes Texas Math - Grade 5 English and Spanish (1 year online subscription)	979-8-89353-374-3	5	1,800.00	1 Year	\$11.95	\$21,510.00

Subtotal \$123,682.50
 Shipping \$0.00
 Order Total \$123,682.50

State laws require that we collect sales tax based on where our physical products are shipped to or used. If you wish to claim tax exemption we must have a Tax Exemption Certificate on file for you. Please submit your Tax Exemption Certificate by visiting [STEMscopes.com/contact](https://www.stemscopes.com/contact) so that we can update your account accordingly. If you are not tax-exempt and are not claiming tax exemption, please disregard this notice. Should you have any questions or concerns, please contact us.

**HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES**

Date: May 19, 2025

Agenda Item: N.2b

Board Goal: Student Achievement

Subject: Consideration and possible approval of the purchase of Open Court Workbooks and Digital Licenses for Grades K-2 Phonics – McGraw Hill

Administrator Responsible/Position: Marivel Sedillo, Deputy Superintendent / Chief Academic Officer
Derek McDaniel, Executive Officer of Curriculum & Instruction

A. Purpose of Agenda Item:

- Action needed Information only Receive input

B. Authority for This Action:

- Local Policy: Law or Rule N/A
EFA (Legal) and (Local) –
Instructional Resources: Instructional
Materials

C. Goal or Need Addressed: This purchase is for student workbooks and online licenses as part of the current K-2 Phonics program, Open Court. This purchase also includes digital licenses for district and campus staff to support the program. SPED staff, Instructional Coaches, campus administrators, etc. use the online platform to support students and teachers as well as monitor program usage in the classroom.

D. Summary:

- Previous board action relating to this item:** Board approved McGraw Hill workbook and online license purchase in the summer of 2024
- Future action anticipated:** The usage of these resources is assessed annually and purchased as necessary.
- Background information:** 2025-2026 will be the district’s 8th year with Open Court Phonics. Every K-2 teacher in the district is provided a teacher edition and Foundational Skills Kit. Annually we purchase the online licenses for Teachers, Staff and Students as well as the print workbooks. Each student receives a Skills Practice workbook and a Decodable workbook that are an essential piece of our K-2 District-wide phonics program.

E. Comments Received:

- Cabinet DLT FBOC Teacher Org. Reps.
 Other: C&I and Adoption Committee

F. Administrative Recommendation: Administration recommends approval of the K-2 Open Court workbooks and online materials from McGraw Hill.

Advantages and benefits of this proposal: Individual student copies of workbooks for students to practice phonics and handwriting skills; The decodables allow students to practice decoding what they have learned in Open Court; Students are able to take the decodables home to continue practicing; The Open Court workbook is aligned to the explicit, systematic instruction that happens during the Open Court lessons.; The Open Court phonics curriculum and instructional resources are aligned to the TEA “Science of Teaching Reading” requirements

Expected results in terms of student benefit/achievement: Increased phonics skills, decoding, and encoding; Gains on our universal screener and district assessments

Effect of this action on other parts of the system: N/A

Consequences of not approving this recommendation: Without the workbook, students won't have opportunities to practice what they have learned in the phonics and handwriting lessons; Without the digital licenses teachers and staff will lose access to the online portions of the Open Court program and all of the resources within.; The Open Court workbooks and decodables allow us to have aligned resources for all students in the district

G. Fiscal Impact and Cost: \$155,636.43

Budget

Bond

Grant/Special Funds:

Other: Instructional Materials and Technology Allotment

Budget Amendment Needed

Prior Year Spending:

Reasons for rejecting alternatives: These workbooks and licenses are to support the district's currently adopted phonics program.

Future/Ongoing: This procurement will be a recurring cost (annually), as needed. Possible additional teacher kits purchased as needed for growth.

H. Monitoring and Reporting Time Line:

Person responsible for evaluating this decision or action: Marivel Sedillo, Derek McDaniel

Evaluation method and time line: N/A

Next report to the board: N/A

I. Suggested Motion:

I move that the Hays CISD Board of Trustees approve the purchase of Open Court workbooks and digital licenses for Phonics for Grades K-2 from McGraw Hill for an amount not to exceed \$155,636.43, as presented.



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QUOTE PREPARED FOR:

Hays Consolidated I S D
5750 DACY LN
BUDA, TX 78610-5904
ACCOUNT NUMBER: 411174

SUBSCRIPTION/DIGITAL CONTACT:

Travis Smith
travis.smith@hayscisd.net
(512) 268-2141

CONTACT:

Travis Smith
travis.smith@hayscisd.net
(512) 268-2141

SALES REP INFORMATION:

Brian Pollack
brian.pollack@mheducation.com

Section Summary	Value of All Materials	Free Materials	Product Subtotal
Kindergarten:	\$48,662.34	(\$6,418.35)	\$42,243.99
Grade 1:	\$64,187.22	(\$6,418.35)	\$57,768.87
Grade 2:	\$54,662.94	(\$6,418.35)	\$48,244.59
PRODUCT TOTAL*	\$167,512.50	(\$19,255.05)	\$148,257.45
ESTIMATED S&H**			\$7,378.98
ESTIMATED TAX**			\$0.00
GRAND TOTAL*			\$155,636.43

* Price firm for 120 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.

Comments:

Hays ISD, Renewal Quote.

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC |
Email: orders_mhe@mheducation.com | Phone: | Fax:

QUOTE DATE: 04/14/2025
QUOTE NUMBER: POLLACIN-04142025022321-001

ACCOUNT NAME: Hays Consolidated I S D
ACCOUNT #: 411174

EXPIRATION DATE:08/12/2025
PAGE #: 1



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Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
Kindergarten:					
OPEN COURT READING FOUNDATIONAL SKILLS KIT PRACTICE WORKBOOK GRADE 1	978-0-07-668999-6	1358	\$8.19	\$0.00	\$11,122.02
OPEN COURT READING CORE DECODABLE TAKEHOME BOOK 1 GRADE 1	978-0-07-674530-2	1376	\$11.37	\$0.00	\$15,645.12
OPEN COURT READING FSK STUDENT WORKSPACE 1 YEAR SUBSCRIPTION GRADE K	978-1-26-601048-4	1650	\$5.49	\$0.00	\$9,058.50
OPEN COURT READING FSK TEACHER WORKSPACE 1 YEAR SUBSCRIPTION GRADE K	978-1-26-600545-9	85	\$75.51	\$0.00	\$6,418.35
OPEN COURT READING FSK TEACHER WORKSPACE 1 YEAR SUBSCRIPTION GRADE K	978-1-26-600545-9	85	\$75.51	\$6,418.35	*Free Materials
Kindergarten: Subtotal:				\$6,418.35	\$42,243.99

Grade 1:					
OPEN COURT READING FOUNDATIONAL SKILLS KIT PRACTICE WORKBOOK GRADE 1	978-0-07-668999-6	1689	\$8.19	\$0.00	\$13,832.91
OPEN COURT READING CORE DECODABLE TAKEHOME BOOK 1 GRADE 1	978-0-07-674530-2	1325	\$11.37	\$0.00	\$15,065.25
OPEN COURT READING CORE DECODABLE TAKEHOME BOOK 2 GRADE 1	978-0-07-672617-2	1178	\$11.37	\$0.00	\$13,393.86
OPEN COURT READING FSK STUDENT WORKSPACE 1 YEAR SUBSCRIPTION GRADE 1	978-1-26-601497-0	1650	\$5.49	\$0.00	\$9,058.50
OPEN COURT READING FSK TEACHER WORKSPACE 1 YEAR SUBSCRIPTION GRADE 1	978-1-26-600605-0	85	\$75.51	\$0.00	\$6,418.35
OPEN COURT READING FSK TEACHER WORKSPACE 1 YEAR SUBSCRIPTION GRADE 1	978-1-26-600605-0	85	\$75.51	\$6,418.35	*Free Materials
Grade 1: Subtotal:				\$6,418.35	\$57,768.87

Grade 2:					
OPEN COURT READING FOUNDATIONAL SKILLS KIT PRACTICE WORKBOOK GRADE 2	978-0-07-669050-3	1602	\$8.19	\$0.00	\$13,120.38
OPEN COURT READING CORE DECODABLE TAKEHOME GRADE 2	978-0-07-666954-7	1728	\$11.37	\$0.00	\$19,647.36
OPEN COURT READING FSK STUDENT WORKSPACE 1 YEAR SUBSCRIPTION GRADE 2	978-1-26-601499-4	1650	\$5.49	\$0.00	\$9,058.50
OPEN COURT READING FSK TEACHER WORKSPACE 1 YEAR SUBSCRIPTION GRADE 2	978-1-26-600642-5	85	\$75.51	\$0.00	\$6,418.35
OPEN COURT READING FSK TEACHER WORKSPACE 1 YEAR SUBSCRIPTION GRADE 2	978-1-26-600642-5	85	\$75.51	\$6,418.35	*Free Materials
Grade 2: Subtotal:				\$6,418.35	\$48,244.59

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC |

Email: orders_mhe@mheducation.com | Phone: | Fax:

QUOTE DATE: 04/14/2025

ACCOUNT NAME: Hays Consolidated I S D

EXPIRATION DATE: 08/12/2025

QUOTE NUMBER: POLLACIN-04142025022321-001

ACCOUNT #: 411174

PAGE #: 2



Because learning changes everything.®

QUOTE PREPARED FOR:

Hays Consolidated I S D
5750 DACY LN
BUDA, TX 78610-5904
ACCOUNT NUMBER: 411174

CONTACT:

Travis Smith
travis.smith@hayscisd.net
(512) 268-2141

VALUE OF ALL MATERIALS	\$167,512.50
FREE MATERIALS	(\$19,255.05)
PRODUCT TOTAL*	\$148,257.45
ESTIMATED SHIPPING & HANDLING**	\$7,378.98
ESTIMATED TAX**	\$0.00
GRAND TOTAL	\$155,636.43

SUBSCRIPTION/DIGITAL CONTACT:

Travis Smith
travis.smith@hayscisd.net
(512) 268-2141

Comments:

Thank you for your business!

* Price firm for 120 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.

Terms of Service:

By placing an order for digital products (the 'Subscribed Materials'), the entity that this price quote has been prepared for ('Subscriber') agrees to be bound by the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. Subject to Subscriber's payment of the fees set out above, McGraw Hill LLC hereby grants to Subscriber a non-exclusive, non-transferable license to allow only the number of Authorized Users that corresponds to the quantity of Subscribed Materials set forth above to access and use the Subscribed Materials under the terms described in the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. The subscription term for the Subscribed Materials shall be as set forth in the Product Description above. If no subscription term is specified, the initial term shall be one (1) year from the date of this price quote (the 'Initial Subscription Term'), and thereafter the Subscriber shall renew for additional one (1) year terms (each a 'Subscription Renewal Term'), provided MHE has chosen to renew the subscription and has sent an invoice for such Subscription Renewal Term to Subscriber.

[Terms Of Service](#)

[Provisions required by Subscriber State law](#)

ATTENTION: In our effort to protect our customer's data, we will no longer store credit card data in any manner within in our system. Therefore, as of April 30, 2016 we will no longer accept credit card orders via email, fax, or mail/package delivery. Credit card orders may be placed over the phone by calling the number listed above or via our websites by visiting www.mheducation.com (or www.mhecoast2coast.com).

School Purchase Order Number: _____

Name of School Official (Please Print)

Signature of School Official

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC |
Email: orders_mhe@mheducation.com | Phone: | Fax:

QUOTE DATE: 04/14/2025

ACCOUNT NAME: Hays Consolidated I S D

EXPIRATION DATE:08/12/2025

QUOTE NUMBER: POLLACIN-04142025022321-001

ACCOUNT #: 411174

PAGE #: 3

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: May 19, 2025

Agenda Item: N.2c

Board Goal: Student Achievement

Subject: Consideration and possible approval of the renewal of the Subscription to Desmos Math Tier 1 Secondary Math Curriculum (Grades 6-Algebra I) for the 2025-2026 School Year – Amplify

Administrator Responsible/Position: Marivel Sedillo, Deputy Superintendent / Chief Academic Officer
Derek McDaniel, Executive Officer of Curriculum & Instruction

A. Purpose of Agenda Item:

- Action needed Information only Receive input

B. Authority for This Action:

- Local Policy: Law or Rule N/A
EFA (Legal) and (Local) –
Instructional Resources: Instructional
Materials

C. Goal or Need Addressed: The purpose of this agenda item is to approve the renewal of the mathematics instructional resource Desmos for 6-Algebra I.

D. Summary:

- Previous board action relating to this item:** The board approved purchase of Desmos in the summer of 2024.
 Future action anticipated: There is an annual cost for the online subscriptions.
 Background information: Hays CISD has utilized the Desmos math program since the 2023-24 school year. The Desmos math program is TEKS aligned, research-based, and a conceptually driven curriculum that engages students with challenging problems and applications. Desmos has continually improved their resources, professional developments, website, activities, assessments and much more to provide rigorous TEKS aligned mathematics curriculum. This summer, the team of math teachers participating in curriculum writing will make adjustments to the scope and sequence, pacing, and unit resources based on lessons learned from year 1 implementation. We are purchasing Desmos Math for 6-Alg. I teachers as the core, Tier 1 resource.

E. Comments Received:

- Cabinet DLT FBOC Teacher Org. Reps.
 Other: C&I and Adoption Committee

F. Administrative Recommendation: Administration recommends approval of the renewal of Desmos Math
Advantages and benefits of this proposal: Ensure equity of access throughout the district; Remove procurement of materials and planning their implementation from teacher plates; Critical thinking, exploration, and problem solving at all levels of instruction; A structured curriculum will allow new to content teachers something to follow and understand while also offering seasoned teachers a clear outline of the progression of concepts and levels of rigor.; Desmos math explicitly encourages students to see themselves as mathematicians - this will increase student self-efficacy; Provides formative assessment opportunities for just-in-time intervention; Online platform for students to support blended learning models; As a digital resource, Desmos is able to continuously adapt and improve the product

Expected results in terms of student benefit/achievement: Aligned and engaging learning experiences for students; Increased opportunities for problem solving, explorations, and modeling; Differentiated activities and instructional models for accessing content for all students; Increased student achievement on local and state assessments

Effect of this action on other parts of the system: N/A

Consequences of not approving this recommendation: Loss of aligned and differentiated instructional materials

G. Fiscal Impact and Cost: \$69,000

Budget

Bond

Grant/Special Funds:

Other: Instructional Materials and Technology Allotment

Budget Amendment Needed

Prior Year Spending:

Reasons for rejecting alternatives: Go Math was adopted in 2014 and expired after the 2021-2022 school year. Publishers have not updated their math resources since the 2014 adoption because math TEKS are expected to be revised in the coming school years. The Texas Resource Review found that Desmos math is 100% aligned to the Math TEKS – a higher rating than any other resource. IES also rated the Desmos curriculum with a perfect score for their curriculum review.

Future/Ongoing: There is an annual cost for the online subscriptions.

H. Monitoring and Reporting Time Line:

Person responsible for evaluating this decision or action: Marivel Sedillo, Derek McDaniel

Evaluation method and time line: The Executive Officer of Curriculum and Instruction, along with the Secondary Coordinator for Mathematics, will be able to evaluate the data using CBAs, Unit Checks, and universal screeners after each assessment.

Next report to the board: N/A

I. Suggested Motion:

I move that the Hays CISD Board of Trustees approve the renewal of the online subscription to Desmos Math Tier 1 secondary math curriculum for the 2025-2026 school year from Amplify for an amount not to exceed \$69,000, as presented.



Price Quote

Amplify

55 Washington Street, Suite 800
 Brooklyn, NY 11201
 Phone: (800) 823-1969
 Fax: (646) 403-4700

Quote #: Q-493608-1
 Date: 2/19/2025
 Expires On: 3/21/2025
 Delivery Service Level: Standard

Customer Contact Information

Natalee Peterson
 Hays Cons Ind School District
 (512) 268-2141
 natalee.peterson@hayscisd.net

Amplify Contact Information

Carla Small
 Account Executive
 csmall@amplify.com

Grade 6

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify Desmos Math G6 Student Digital License - 1yr (2025-2026)	\$34.00	0	1,900	\$36,100.00	\$28,500.00
Amplify Desmos Math G6 Teacher Digital License - 1yr (2025-2026)	\$160.00	12	0	\$1,920.00	\$0.00
TOTAL				\$38,020.00	\$28,500.00

Grade 7

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify Desmos Math G7 Student Digital License - 1yr (2025-2026)	\$34.00	0	1,000	\$19,000.00	\$15,000.00
Amplify Desmos Math G7 Teacher Digital License - 1yr (2025-2026)	\$160.00	12	0	\$1,920.00	\$0.00
TOTAL				\$20,920.00	\$15,000.00

Grade 8

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify Desmos Math G8 Teacher Digital License - 1yr (2025-2026)	\$160.00	12	0	\$1,920.00	\$0.00
Amplify Desmos Math G8 Student Digital License - 1yr (2025-2026)	\$34.00	0	1,700	\$32,300.00	\$25,500.00
TOTAL				\$34,220.00	\$25,500.00

Grade 8

SHIPPING AND HANDLING	DELIVERY SERVICE LEVEL	SHIPPING COST	TOTAL DISCOUNT	TOTAL PRICE
Amplify Shipping and Handling	Standard	\$0.00	\$0.00	\$0.00

TOTAL DISCOUNT \$93,160.00
GRAND TOTAL \$69,000.00

Scope and Duration

Payment Terms:

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.
- Prices do not include sales tax, if applicable.
- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
- The Federal Tax ID # for Amplify Education, Inc. is 13-4125483. A copy of Amplify's W-9 can be found at: <http://www.amplify.com/w-9.pdf>

License and Services Term:

- Licenses: 07/01/2025 until 06/30/2026.
- Services: 18 months from order date. Unless otherwise stated above, all training and other services purchased must be scheduled and delivered within such term or will be forfeited.

Special Terms:

- FOR SHIPPED MATERIALS:
 - Expedited shipping is available at extra charge.
 - Print materials and kits are non-returnable and non-refundable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.
- FOR SERVICES:
 - Training and professional development sessions cancelled with less than one week notice will be deemed delivered.

How to Order Our Products

Amplify would like to process your order as quickly as possible. Please visit amplify.com/ordering-support to find all the information you need for submitting your order. We accept the following forms of payment: purchase orders, checks, and credit card payments (Visa, MasterCard, Discover and American Express). In order for us to assist you, please help us by following these instructions:

Please include these three documents with your order:

- Authorized purchase order or check
- A copy of your Price Quote
- A copy of your Tax-Exemption Certificate

If submitting a purchase order:

To expedite your order, please visit amplify.com/ordering-support where you can submit your signed purchase order. You can also email a purchase order to IncomingPO@amplify.com or fax it to (646) 403-4700. Purchase Orders can also be mailed to our Order Management Department at the address below.

If submitting your order via credit card:

**HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES**

Date: May 19, 2025

Agenda Item: N.2d

Board Goal: Student Achievement

Subject: Consideration and possible approval of the renewal of Online Subscriptions to BrainPOP and BrainPOP Jr. for Elementary and Middle School Science and Social Studies

Administrator Responsible/Position: Marivel Sedillo, Deputy Superintendent / Chief Academic Officer
Emily Herrin, Director of Curriculum & Instruction

A. Purpose of Agenda Item:

- Action needed Information only Receive input

B. Authority for This Action:

- Local Policy: Law or Rule N/A
EFA (Legal) and (Local) –
Instructional Resources: Instructional
Materials

C. Goal or Need Addressed: The purpose of this agenda item is to approve the purchase of the online instructional resource BrainPOP and BrainPOP Jr. for the 2025-2026 school year for all elementary and middle school campuses.

D. Summary:

- Previous board action relating to this item:** Hays CISD has utilized BrainPOP and BrainPOP Jr in all elementary and middle school campuses for many years.
- Future action anticipated:** There will be an annual cost for the program
- Background information:** Brain Pop provides animated and engaging educational video content that supports the TEKS. In addition to the short videos, there are student activities and formative assessments that teachers can incorporate into stations into their classrooms. The program not only continues to add content, it frequently adds interactive features that gives students options in how they demonstrate their learning including, Pause Points, a feature which supports instructional best practice by providing intentional stopping points for students to discuss and process information during an instructional video. This will help our students when watching to think about the content and then be able to apply that information to what they are doing in other stations or classroom activities.

E. Comments Received:

- Cabinet DLT FBOC Teacher Org. Reps.
 Other: C&I and Adoption Committee

F. Administrative Recommendation: Administration recommends approval of the renewal of BrainPOP and BrainPOP Jr.

Advantages and benefits of this proposal: The content provided in the BrainPOP videos aligns to our state standards and is able to be assigned by the teacher for student completion.; Short, engaging video has become an integral part of delivering content to students and differentiating instruction. BrainPOP provides a video library and corresponding formative assessments covering a broad scope of topics covered in our K-8 curriculum. This library gives teachers the content they need, quickly searchable by standards, and allows them to spend more time on high impact instructional strategies; Teachers do not have to spend time creating video content for students to engage in, as well as assessment tools for checking comprehension for those instructional videos.

Expected results in terms of student benefit/achievement: Using instructional videos in the classroom allows for an additional input and access to content for our visual learners. Video content encourages student agency by giving them some level of control of path and pace of their learning. Content can be assigned by individual students rather than whole class, facilitating greater differentiation based on learning needs.

Effect of this action on other parts of the system: This is a cross-curricular resource that provides additional Science and Social Studies related readings to the short instructional videos.

Consequences of not approving this recommendation: Teachers will need more time to curate and/or create instructional videos for students, as well as the assessment methods of those videos, for students during their independent learning time in class.

G. Fiscal Impact and Cost: \$67,782.00

Budget

Bond

Grant/Special Funds:

Other: Instructional Materials and Technology Allotment

Budget Amendment Needed

Prior Year Spending:

Reasons for rejecting alternatives: We discontinued the use of Discovery Education several years ago because BrainPOP provides a more comprehensive and engaging library of educational video content.

Future/Ongoing: Ongoing annual cost

H. Monitoring and Reporting Time Line:

Person responsible for evaluating this decision or action: Marivel Sedillo, Emily Herrin

Evaluation method and time line: C&I reviews software purchases annually.

Next report to the board: N/A

I. Suggested Motion:

I move that the Hays CISD Board of Trustees approve the renewal of the online subscription to BrainPOP and BrainPOP Jr. for elementary and middle school science and social studies from BrainPOP for an amount not to exceed \$67,782, as presented.

BrainPOP

Issued By Aria Woodcoff Quote Number 00115900
 Email ariaw@brainpop.com Quote PDF (Created 3/14/2025
 Date)
 Phone 8452705094 Account Name Hays Consolidated Independent School District

Bill To Name Hays Consolidated Independent School District
 Bill To 21003 INTERSTATE 35
 KYLE, TX 78640
 USA

Contact Name Accounts Payable Email accounts.payable@hayscisd.net

Please Note: If the person listed above is not the primary contact for your subscription, please let us know.

Product Name	Quantity	Workshop	Product Description	Discount (Percentage)	Sales Price	Subtotal
BrainPOP (3-8) School Subscription	6.00		School-wide access to BrainPOP (3-8) for 3rd-8th grade classrooms. Cross-curricular content includes animated movies, quizzes, and interactive activities that build background knowledge and vocabulary, supporting grade-level instruction.	27.00%	USD 3,270.00	USD 14,322.60
BrainPOP School Combo Subscription	17.00		School-wide access to four products with over 1,200 cross-curricular topics: BrainPOP 3-8, BrainPOP Jr., BrainPOP Español, and BrainPOP Français. Build background knowledge, expand vocabulary, and engage all learners with content that supports grade-level instruction and multilingual needs.	30.00%	USD 4,500.00	USD 53,550.00
Self-Paced Course	1.00	Teaching and Learning (BrainPOP/BrainPOP Jr.)	On-demand learning option for BrainPOP provided via a learning management system; includes completion certificates and engagement data to school/district contact.	100.00%	USD 475.00	USD 0.00

Subtotal USD 96,595.00

Discount 29.73%

Grand Total USD 67,872.60

I accept the purchase of the items included herein. I understand that I will be invoiced for this order.

Name: _____ Authorized Signature: _____

Title: _____ Date: _____

*Please include any applicable tax exemption certificates for the school/district along with your order.

Quote valid for 90 days. All amounts listed are in USD. This subscription is governed by the Terms of Use and Privacy Policy posted on www.brainpop.com, as amended from time to time. By accepting this quote, you agree to these terms. Changes/modifications to the terms must be approved and signed by an authorized representative of BrainPOP. Terms

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: May 19, 2025

Agenda Item: N.2e

Board Goal: Student Achievement

Subject: Consideration and possible approval of the purchase of Textbooks and Online Access to Instructional Materials for AP Human Geography - Cengage

Administrator Responsible/Position: Marivel Sedillo, Deputy Superintendent / Chief Academic Officer
Joy Philpott, Director of Advanced Academics

A. Purpose of Agenda Item:

Action needed Information only Receive input

B. Authority for This Action:

Local Policy: Law or Rule N/A
EFA (Legal) and (Local) –
Instructional Resources: Instructional
Materials

C. Goal or Need Addressed: The purchase is for updated AP online student/teacher access and print textbooks for the 25-26 SY. This purchase provides 1-to-1 student/teacher access to the online platform through Cengage's NGL Sync as well as class-sets of hardback textbooks for the classrooms. A small amount of extra hardback books will be purchased for students with special circumstances/needs. This purchase provides 6 years of online access.

D. Summary:

Previous board action relating to this item: N/A
 Future action anticipated: Minimal purchases may be necessary for enrollment growth.
 Background information: AP Human Geography was introduced in Hays in 2015. We have not updated textbooks since then, and the number of students enrolled in this class has grown substantially. We are working our way into a replacement cycle for AP textbooks while working to ensure that our students and teachers have texts that most accurately reflect current trends in the subject areas.

E. Comments Received:

Cabinet DLT FBOC Teacher Org. Reps.
 Other: C&I and Campuses

F. Administrative Recommendation: The administration recommends approval of the Human Geography AP student and teacher resource purchase.

Advantages and benefits of this proposal: Provide updated resource that aligns with course content.

Expected results in terms of student benefit/achievement: Materials aligned with course content should help improve student performance on AP exams in this subject area.

Effect of this action on other parts of the system: None

Consequences of not approving this recommendation: Teachers will continue finding ways to supplement out of date text.

G. Fiscal Impact and Cost: \$73,249.75

Budget Bond Grant/Special Funds:
 Other: Instructional Materials and Technology Allotment
 Budget Amendment Needed

Prior Year Spending:

Reasons for rejecting alternatives: Sample material for multiple publishers was distributed to the teachers and staff involved in Human Geography AP instruction. That group came to a consensus and provided the recommendation to C&I administration

Future/Ongoing: Minimal purchases possible for enrollment growth.

H. Monitoring and Reporting Time Line:

Person responsible for evaluating this decision or action: Marivel Sedillo, Joy Philpott

Evaluation method and time line: N/A

Next report to the board: N/A

I. Suggested Motion:

I move that the Hays CISD Board of Trustees approve of the purchase of textbooks and online access to instructional materials for AP Human Geography from Cengage for an amount not to exceed \$73,249.75, as presented.

Created Date 4/3/2025
 Expiration Date 7/31/2025

Quote Number 00009181

Prepared By:

Heather Rosplock
 heather.rospllock@cengage.com

Presented To:

Travis Smith
travis.smith@hayscisd.net

Bill To:

HAYS CONSOLIDATED ISD
 United States

Ship To:

HAYS CONSOLIDATED ISD
 21003 Interstate 35 Frontage Rd
 Kyle, Texas 78640
 United States

Product	ISBN	Quantity	Sales Price	Discount (Percentage)	Total Price
ePack: Human Geography A Spatial Perspective AP Edition + K12 MindTap (6-year access)	9780357561508	140.00	USD 199.00		USD 27,860.00
K12 IAC MTS AP HUMAN GEOGRAPHY 6YR	9780357460566	210.00	USD 169.00		USD 35,490.00
K-12 Product Training	9781337466196	1.00	USD 3,150.00		USD 3,150.00
K-12 Virtual Product Training	9781337466202	1.00	USD 997.50	100.00%	USD 0.00

Sub Total USD 67,497.50
 Total Price USD 66,500.00
 Processing Fee USD 6,749.75
 Grand Total USD 73,249.75
 Total Savings USD 997.50

Accept Quote

Order Creation Link <https://cengageorg.my.site.com/Service/s/k12-order?orderId=00009181>

Terms & Conditions

This quote shall be deemed accepted by Customer upon Cengage receiving (i) any written confirmation indicating acceptance, or (ii) a Customer purchase order. Any terms or conditions contained in any written confirmation or Customer purchase order will have no force and effect and will not amend or modify this quote. Once confirmed, an invoice will be sent on the start date of Customer purchase. Notwithstanding anything in the Terms (defined below), invoices are due and payable within thirty (30) days from receipt of the applicable invoice. This quote shall be governed by the terms and conditions for Products and/or Offerings found at <https://cengage.widen.net/s/glsqhrqfht/ngl-online-sales-terms--jan-2025> (the "Terms"), except (i) where Customer has a written sales agreement executed by Cengage for the Products and/or Offerings referenced herein, in which case such written sales agreement will govern, or (ii) as otherwise set forth herein.

If Customer wishes to negotiate terms, please reach out to Cengage to obtain the proper agreement. All information embodied in this document is strictly confidential and may not be duplicated or disclosed to third parties outside recipient's organization without prior written consent of Cengage.

**HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES**

Date: May 19, 2025

Agenda Item: N.2f

Board Goal: Student Achievement

Subject: Consideration and possible approval of the purchase of Textbooks and Online Access to Instructional Materials for AP Government and AP Economics – Bedford Freeman and Worth Publishers

Administrator Responsible/Position: Marivel Sedillo, Deputy Superintendent / Chief Academic Officer
Joy Philpott, Director of Advanced Academics

A. Purpose of Agenda Item:

- Action needed Information only Receive input

B. Authority for This Action:

- Local Policy: Law or Rule N/A
EFA (Legal) and (Local) –
Instructional Resources: Instructional
Materials

C. Goal or Need Addressed: The purchase is for updated AP online student/teacher access and print textbooks for the 25-26 SY. This purchase provides 1-to-1 student/teacher access to the online platform through BFW as well as class-sets of hardback textbooks for the classrooms. A small amount of extra hardback books will be purchased for students with special circumstances/needs This purchase provides 6 years of online access.

D. Summary:

- Previous board action relating to this item: N/A
 Future action anticipated: Minimal purchases may be necessary for enrollment growth.
 Background information: Current AP Government and Economics texts were purchased in 2013 and have a publication date of 2011. We are working our way into a replacement cycle for AP textbooks while working to ensure that our students and teachers have texts that most accurately reflect current trends in the subject areas.

E. Comments Received:

- Cabinet DLT FBOC Teacher Org. Reps.
 Other: C&I and Campuses

F. Administrative Recommendation: The administration recommends approval of the Government AP and Economics AP student and teacher resource purchase.

Advantages and benefits of this proposal: Provide updated resource that aligns with course content.

Expected results in terms of student benefit/achievement: Materials aligned with course content should help improve student performance on AP exams in these subject areas.

Effect of this action on other parts of the system: None

Consequences of not approving this recommendation: Teachers will continue finding ways to supplement out of date text.

G. Fiscal Impact and Cost: \$63,486.99

- Budget Bond Grant/Special Funds:
 Other: Instructional Materials and Technology Allotment
 Budget Amendment Needed

Prior Year Spending:

Reasons for rejecting alternatives: Sample material for multiple publishers was distributed to the teachers and staff involved in Government and Economics AP instruction. Those groups came to a consensus and provided the recommendation to C&I administration.

Future/Ongoing: Minimal purchases possible for enrollment growth.

H. Monitoring and Reporting Time Line:

Person responsible for evaluating this decision or action: Marivel Sedillo, Joy Philpott

Evaluation method and time line: N/A

Next report to the board: N/A

I. Suggested Motion:

I move that the Hays CISD Board of Trustees approve of the purchase of textbooks and online access to instructional materials for AP Government and AP Economics from Bedford Freeman and Worth Publishers for an amount not to exceed \$63,486.99, as presented.

This price quote is good for 60 days. BFW High School Publishers is committed to delivering the best value for the program you have adopted. Pricing herein may reflect package discounts. Removing or editing components may cancel any package discounting applied to component items. Prices subject to change, including annual increases in November. Shipping fees are estimated; actual shipping fees may vary.

Purchase Orders: Please attach a copy of this price quote to your purchase order and submit your purchase order to:

MPS 16365 James Madison Highway Gordonsville, VA 22942
 Email: highschool@mpsvirginia.com / Phone: (540) 672-7744

Quote Number	00122749	Prepared By	Zach Smith
Created Date	4/22/2025	Email	zsmith@bfwpub.com
Contact Name	Travis Smith	Ship To	Hays Cons Ind School District
Bill To	Hays Cons Ind School District 21003 N I H 35 Kyle, Texas 786404745 United States		21003 N I H 35 Kyle, Texas 786405397 United States

Itemized Products									
ISBN	EAN	Product	Edition	Author	Line Item Description	Sales Price	Quantity	Total Price	
1319409334	9781319409333	Krugman's Macroeconomics for the AP® Course	4	Margaret Ray;David Anderson		USD 178.98	120.00	USD 21,477.60	
1319551548	9781319551544	Achieve for Krugman's Macroeconomics for the AP® Course (Six-Use Online; Add-On)	4	Margaret Ray;David Anderson	#packageprice	USD 39.00	120.00	USD 4,680.00	
1319542492	9781319542498	Achieve for Krugman's Macroeconomics for the AP® Course (Six-Use Online)	4	Margaret Ray;David Anderson		USD 190.98	45.00	USD 8,594.10	
1319535984	9781319535988	American Government: Stories of a Nation	2	Scott Abernathy;Karen Waples		USD 142.98	120.00	USD 17,157.60	
1319589227	9781319589226	Achieve for American Government: Stories of a Nation (Six-Use Online; High School; Add-On)	2	Scott Abernathy;Karen Waples	#packageprice	USD 39.00	120.00	USD 4,680.00	
1319536158	9781319536152	Achieve for American Government: Stories of a Nation (Six-Use Online; High School)	2	Scott Abernathy;Karen Waples		USD 154.98	25.00	USD 3,874.50	

Itemized Product Total: USD 60,463.80

Free Product: Please include in your PO:

ISBN	EAN	Free Product	Edition	Author	Net Price	Quantity	Your Price
131947585X	9781319475857	Teacher's Edition with Online Teacher Resources for Krugman's Economics for the AP® Course	4	David Anderson;Margaret Ray	USD 495.98	3	\$0.00
1319575080	9781319575083	Test Bank for Krugman's Economics for the AP® Course	4	David Anderson;Margaret Ray	USD 495.98	3	\$0.00
1319536085	9781319536084	Teacher's Edition with Online Teacher Resources for American Government: Stories of a Nation (High	2	Scott Abernathy;Karen	USD	3	\$0.00

		School)		Waples	495.98		
1319536166	9781319536169	Test Bank for American Government: Stories of a Nation (High School)	2	Scott Abernathy;Karen Waples	USD 495.98	3	\$0.00

Total Available for Purchase USD 0.00

Shipping Information

Schools are typically tax exempt however if your school is **NOT** tax exempt, please note that your local tax rate will apply to this quote.

Shipping Location Continental US and Puerto Rico

Shipping Fees: USD 3,023.19
Special Shipping Fees: USD 0.00
Total Shipping Fees: USD 3,023.19

Grand Totals

Itemized Products + Shipping Fees: USD 63,486.99

Instructor Resources

Digital Adopters: Instructor resources will be available within your product; no action needed

Print Only Adopters: Instructor resources can be unlocked by visiting www.bfwpub.com/AdopterTRM

Digital Subscription Terms

Digital subscription terms: With respect to each product, the number of licenses allocated to you will be determined by multiplying the quantity purchased by the number of uses (where use = year). [Example: 100 units of a 6-use product = 600 licenses.]

Access to each title will expire on the first to occur of (1) all purchased units which would be available over the course of the number of uses have been utilized, or (2) the number of uses has transpired utilizing the following calculation: utilizing August 1 as the start of a new year, (i) If the invoice date falls between January 1 and September 30, the end date of the subscription term shall be calculated as the invoice year plus the number of uses indicated [Example: 100 units of a 6-use product is invoiced on April 15, 2023. The end date based on uses purchased = July 31, 2029]; and (ii) If the invoice date falls between October 1 and December 31, the end date of the subscription term shall be calculated as invoice year plus the number of uses indicated + 1. [Example: 100 units of a 6-use product is invoiced on November 15, 2023. The end date based on uses purchased = July 31, 2030.]

For complete subscription terms, see bfwpub.com/subscription-terms. Your issuance of a purchase order based on this quote or your payment for the courseware subscription signifies your affirmative understanding and acceptance of these terms.

The Accelerator Option: If chosen at the time of initial purchase, the accelerator option permits the one-time option to upgrade to a new courseware edition at any time within your active courseware subscription term. It is your responsibility to inform your sales representative when you are ready to proceed with the upgrade. The Accelerator Option does not apply to e-books and applies exclusively to digital courseware and not print products.

Miscellaneous Information

Sole Source Statement: Competition in providing the above named products is precluded by the existence of a copyright. There are no like products available for purchase that serve the same purpose because of exclusive distribution/marketing rights. These products should be purchased directly from BFW (MPS) or its approved depositories. Purchases from any other source would not ensure the item's authenticity/warranty. Unapproved 3rd party vendors cannot provide packages, digital materials or teaching materials. BFW (MPS) cannot provide these items to a school if the student edition has been purchased through a third party. We are the sole source for these items and packages.

Note for Canadian Users: Please note that invoices are issued in CAD, but if payment is to be made via credit card, it will be processed through our US Bank and an exchange rate fee will be applied.

NOTE: If you plan to place an order and will require a signed data agreement, please send to your rep as soon as possible. Agreement reviews take an average of 1-3 weeks to review.

**HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES**

Date: May 19, 2025

Agenda Item: N.2g

Board Goal: Student Achievement

Subject: Consideration and possible approval of the purchase of Social Studies Instructional Resources for Grades K-12 – Social Studies School Service (Formerly Active Classroom)

Administrator Responsible/Position: Marivel Sedillo, Deputy Superintendent / Chief Academic Officer
Derek McDaniel, Executive Officer of Curriculum & Instruction

A. Purpose of Agenda Item:

- Action needed Information only Receive input

B. Authority for This Action:

- Local Policy: Law or Rule N/A
EFA (Legal) and (Local) –
Instructional Resources: Instructional
Materials

C. Goal or Need Addressed: Updated K-12 Social Studies instructional resources.

D. Summary:

- Previous board action relating to this item: N/A
- Future action anticipated: Minimal purchases may be necessary for enrollment growth.
- Background information: Our formal McGraw-Hill and Savvas adoptions expired in 2021. We brought in Active Classroom from Social Studies School Services for grades fourth through twelfth and created district lessons for grades K-3. We have seen a need for more resources in Elementary and more hands-on options in Middle School.

E. Comments Received:

- Cabinet DLT FBOC Teacher Org. Reps.
 Other: C&I and Teacher Representatives

F. Administrative Recommendation: The administration recommends approval of the Social Studies School Service purchase.

Advantages and benefits of this proposal: Bringing in resources for Social Studies K-12, hands on resources for grades K-8, and district approved resources.

Expected results in terms of student benefit/achievement: Aligned and engaging learning experiences that connect historical, civic, geographic, and economic concepts; Enhanced civic engagement opportunities and real-world application of social studies concepts; Increased student achievement and mastery of the Social Studies TEKS; Differentiated activities and instructional models to support access to content for all students; Integrated literacy and critical thinking skill development across all strands; Use of primary and secondary sources to support historical analysis and perspective-taking

Effect of this action on other parts of the system: None

Consequences of not approving this recommendation: Loss of access to aligned instructional materials for K-12 Social Studies.

G. Fiscal Impact and Cost: \$814,490.40

Budget

Bond

Grant/Special Funds:

Other: Instructional Materials and Technology Allotment

Budget Amendment Needed

Prior Year Spending:

Reasons for rejecting alternatives: The teacher committee reviewed the following options for Elementary: SAVVAS, TexGuide, and Encompass from Social Studies School Services; Some comments from teachers emphasized they opted for Encompass product because it was hands on, engaging, and had alignment with processing skills to RLA. Teachers also emphasized that they would need training and support for implementation which will be our priority for our Back-to-School sessions. The teacher committee reviewed the following options for Secondary: Active Classroom, Navigate Texas, Exploros, and TexGuide; Five out of six middle schools ranked Navigate Texas the highest on their rubric with comments specifically about the interactive notebooks, liking the integration of digital and print resources, as well as appreciating the extension and intervention resources. High Schools voted to continue with Active Classroom. World Geography and World History teachers specifically commenting that they had built this resource into their units and wanted to continue on.

Future/Ongoing: This is a 3-year online purchase. Small purchases of physical materials may be necessary for enrollment growth.

H. Monitoring and Reporting Time Line:

Person responsible for evaluating this decision or action: Marivel Sedillo, Derek McDaniel

Evaluation method and time line: Annual evaluation and collective feedback from students, teachers, administrators, parents, and C&I.

Next report to the board: N/A

I. Suggested Motion:

I move that the Hays CISD Board of Trustees approve the purchase of social studies instructional resources for Grades K-12 from Social Studies School Service (formerly Active Classroom) for an amount not to exceed \$814,490.40, as presented



Social Studies

SCHOOL SERVICE

Nystrom Education | Interact | Good Year Books | The Writing Company | Classroom Health Resources | School Counselor Resources

QUOTE #:
QSF022060

(800) 421-4246
Fax (800) 944-5432

Social Studies School Service
PO Box 802
Culver City, California 90232
United States

Created Date 3/19/2025 Expiration Date 7/31/2025

Contact Information

Prepared By	Summer Carter	Contact Name	Kim Pena
Phone	(800) 421-4246	Phone	5122682141
Email	summer@socialstudies.com	Email	kimberly.pena@hayscisd.net

Address Information

Bill To Name	HAYS CONS IND SCHOOL DISTRICT	Ship To Name	HAYS CONS IND SCHOOL DISTRICT
Bill To	21003 INTERSTATE 35 KYLE, Texas 78640 United States	Ship To	21003 IH 35 KYLE, Texas 78640-4745 United States

Quote Line Items

Product Code	Product	List Price	Qty.	Disc. %	Shipping	Total Price
NYS0880	ENCOMPASS: BEGINNINGS, GR K	\$1,200.00	28	10	\$2,419.20	\$30,240.00
NYS0880SP	ENCOMPASS: BEGINNINGS, GR K SPANISH	\$1,200.00	10	10	\$864.00	\$10,800.00
NYS0881	ENCOMPASS: VIEWPOINTS, GR 1	\$1,200.00	28	10	\$2,419.20	\$30,240.00
NYS0881SP	ENCOMPASS: VIEWPOINTS, GR 1 SPANISH	\$1,200.00	10	10	\$864.00	\$10,800.00
NYS0882	ENCOMPASS: CHANGES, GR 2	\$1,200.00	28	10	\$2,419.20	\$30,240.00
NYS0882SP	ENCOMPASS: CHANGES, GR 2 SPANISH	\$1,200.00	10	10	\$864.00	\$10,800.00
NYS0883	ENCOMPASS: CONNECTIONS, GR 3	\$1,200.00	28	10	\$2,419.20	\$30,240.00
NYS0883SP	ENCOMPASS: CONNECTIONS, GR 3 SPANISH	\$1,200.00	10	10	\$864.00	\$10,800.00
NYS0884TX	ENCOMPASS: EXPLORING TEXAS GR4	\$1,200.00	32	10	\$2,764.80	\$34,560.00
NYS0884TXSP	ENCOMPASS: EXPLORING TEXAS GR4 SPANISH	\$1,200.00	10	10	\$864.00	\$10,800.00
NYS0885	ENCOMPASS: U.S. HISTORY, GR 5	\$1,200.00	32	10	\$2,764.80	\$34,560.00
NYS0885SP	ENCOMPASS: U.S. HISTORY, GR 5 SPANISH	\$1,200.00	10	10	\$864.00	\$10,800.00
DP-PL0023	CUSTOMIZED PROFESSIONAL DEVELOPMENT	\$7,500.00	3	100	\$0.00	\$0.00

Totals

Ship/Hand %	8.00%	Total Price	\$254,880.00
		Est. Shipping	\$20,390.40
		43 Grand Total	\$275,270.40



Social Studies

SCHOOL SERVICE

Nystrom Education | Interact | Good Year Books | The Writing Company | Classroom Health Resources | School Counselor Resources

QUOTE #:
QSF022064

(800) 421-4246
Fax (800) 944-5432

Social Studies School Service
PO Box 802
Culver City, California 90232
United States

Created Date 3/20/2025 Expiration Date 7/31/2025

Contact Information

Prepared By	Summer Carter	Contact Name	Kim Pena
Phone	800-421-4246 x 292	Phone	5122682141
Email	summer@socialstudies.com	Email	kimberly.pena@hayscisd.net

Address Information

Bill To Name	HAYS CONS IND SCHOOL DISTRICT	Ship To Name	HAYS CONS IND SCHOOL DISTRICT
Bill To	21003 INTERSTATE 35 KYLE, Texas 78640 United States	Ship To	21003 IH 35 KYLE, Texas 78640-4745 United States

Quote Line Items

Product Code	Product	List Price	Qty.	Disc. %	Shipping	Total Price
NYS83K3ST	ENCOMPASS: BEGINNINGS, 3YR SITE INTERACTIVE, GR K	\$1,536.00	14	100	\$0.00	\$0.00
NYS07K3ST	THE WORLD AROUND ME E-ATLAS & INTERACTIVE ACTVTS *SITE 3YR	\$386.64	14	100	\$0.00	\$0.00
NYS07K3SPST	EL MUNDO A MI ALREDEDOR PDF DOWNLOAD *SITE 3YR	\$386.64	5	100	\$0.00	\$0.00
NYS8373ST	ENCOMPASS: VIEWPOINTS, GR 1 INTERACTIVE *SITE 3YR	\$1,536.00	14	100	\$0.00	\$0.00
NYS0713ST	SEE THE WORLD E-ATLAS & INTERACTIVE ACTIVITIES *SITE 3YR	\$386.64	14	100	\$0.00	\$0.00
NYS0713STSP	OBSERVA EL MUNDO PDF DOWNLOAD*SITE 3YR	\$386.64	5	100	\$0.00	\$0.00
NYS8383ST	ENCOMPASS: CHANGES, GR 2 INTERACTIVE *SITE 3YR	\$1,536.00	14	100	\$0.00	\$0.00
NYS0723ST	OUR CHANGING WORLD E-ATLAS & INTERACTIVE ACTIVITIES*SITE 3YR	\$386.64	14	100	\$0.00	\$0.00
NYS0723STSP	NUUESTRO MUNDO CAMBIA PDF DOWNLOAD *SITE 3YR	\$386.64	5	100	\$0.00	\$0.00
NYS8393ST	ENCOMPASS: CONNECTIONS, GR 3 INTERACTIVE *SITE 3YR	\$1,536.00	14	100	\$0.00	\$0.00
NYS0733ST	OUR PLACE IN THE WORLD E-ATLAS & INTERACTIVE ACTVTS*SITE 3YR	\$386.64	14	100	\$0.00	\$0.00
NYS0733STSP	NUUESTRO LUGAR EN EL MUNDO PDFDOWNLOAD *SITE 3YR	\$386.64	5	100	\$0.00	\$0.00
NYS8303TXST	ENCOMPASS: EXPLORING TEXAS GR4 INTERACTIVE *SITE 3YR	\$1,536.00	16	100	\$0.00	\$0.00
NYS0743TXST	NYSTROM EXPLORING TEXAS E-ATLAS/INTERACT/ACTS, G4 *SITE 3YR	\$429.84	16	100	\$0.00	\$0.00

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Social Studies

SCHOOL SERVICE

Nystrom Education | Interact | Good Year Books | The Writing Company | Classroom Health Resources | School Counselor Resources

QUOTE #:
QSF022064

(800) 421-4246
Fax (800) 944-5432

Social Studies School Service
PO Box 802
Culver City, California 90232
United States

NYS0743TXSPST	NYSTROM EXPLORANDO TEXAS PDF DOWNLOAD, GR 4 *SITE 3YR	\$429.84	5	100	\$0.00	\$0.00
NYS8583ST	ENCOMPASS: U.S. HISTORY, GR 5INTERACTIVE *SITE 3YR	\$1,536.00	16	100	\$0.00	\$0.00
NYS0753ST	OUR COUNTRY'S HISTORY E-ATLAS& INTERACTIVE ACTVTS *SITE 3YR	\$429.84	16	100	\$0.00	\$0.00
NYS0753STSP	LA HISTORIA DE NUESTRO PAIS PDF DOWNLOAD *SITE 3YR	\$429.84	5	100	\$0.00	\$0.00

Totals

Ship/Hand %	12.00%	Total Price	\$0.00
		Est. Shipping	\$0.00
		Grand Total	\$0.00



QUOTE #: QSF022254

Nystrom Education | Interact | Good Year Books | The Writing Company
 Classroom Health Resources | School Counselor Resources

(800) 421-4246
 Fax (800) 944-5432

Social Studies School Service
 P.O. Box 802
 Culver City, California 90232
 United States United States

Created Date: 4/3/2025

Expiration Date: 7/31/2025

Contact Information

Prepared By	Summer Carter	Contact	Kim Pena
Phone	800-421-4246	Phone	512-268-2141
Email	summer@socialstudies.com	Email	kimberly.pena@hayscisd.net

Address Information

Bill To Name	HAYS CONS IND SCHOOL DISTRICT	Ship To Name	HAYS CONS IND SCHOOL DISTRICT
Bill To	21003 INTERSTATE 35	Ship To	21003 IH 35
	KYLE, Texas 78640		KYLE, Texas 78640
	United States		United States

Quote Line Items

Product Code	Product	List Price	Qty	Discount	Shipping	Total Price
NYS3768TX-3	TEXAS GR 6: WORLD CULTURES, STUDENT CONSUMABLE *3YR	\$132.00	1900	0%	\$12,540.00	\$250,800.00
NYS3768TX	TX GR 6: WORLD CULTURES, STUD. CONSUMABLE *1YR CREDIT	\$44.00	1900	0%	\$0.00	-\$83,600.00
NYS3703TX	TEXAS GR 6: WORLD CULTURES, TEACHER *3YR DGTL	\$460.00	14	100%	\$0.00	\$0.00
NYS3761TXR	TEXAS GR 6: WORLD CULTURES, DESK MAP SET *30*	\$475.00	14	100%	\$0.00	\$0.00
NYS3778TX-3	TEXAS GR 7: HISTORY OF TEXAS, STUDENT CONSUMABLE *3YR	\$132.00	1900	0%	\$12,540.00	\$250,800.00
NYS3778TX	TX GR 7: HISTORY OF TEXAS, STUD. CONSUMABLE *1YR CREDIT	\$44.00	1900	0%	\$0.00	-\$83,600.00
NYS3713TX	TEXAS GR 7: HISTORY OF TEXAS, TEACHER *3YR DGTL	\$460.00	14	100%	\$0.00	\$0.00
NYS3771TXR	TEXAS GR 7: HISTORY OF TEXAS, DESK MAP SET *30*	\$475.00	14	100%	\$0.00	\$0.00
NYS3788TX-3	TEXAS GR 8: US HISTORY, STUDENT CONSUMABLE *3YR	\$132.00	1900	0%	\$12,540.00	\$250,800.00
NYS3788TX	TX GR 8: US HISTORY, STUD CONSUMABLE *1YR CREDIT	\$44.00	1900	0%	\$0.00	-\$83,600.00
NYS3723TX	TEXAS GR 8: US HISTORY, TEACHER *3YR DGTL	\$460.00	14	100%	\$0.00	\$0.00
NYS3781TXR	TEXAS GR 8: US HISTORY, DESK MAP SET *30*	\$475.00	14	100%	\$0.00	\$0.00
DP-PL0023	CUSTOMIZED PROFESSIONAL DEVELOPMENT	\$7,500.00	10	100%	\$0.00	\$0.00

Totals

Ship/Hand %	5.00%	Total Price	\$501,600.00
Tax %	0.00%	Est. Shipping	\$37,620.00
		Est. Tax %	\$0.00
		Grand Total	\$539,220.00*

Available for delivery July 2025

Estimated taxes and shipping have been added to your quote, subject to correction at invoicing.



Social Studies

SCHOOL SERVICE

Nystrom Education | Interact | Good Year Books | The Writing Company | Classroom Health Resources | School Counselor Resources

QUOTE #:
QSF021866

(800) 421-4246
Fax (800) 944-5432

Social Studies School Service
PO Box 802
Culver City, California 90232
United States

Created Date 3/18/2025 Expiration Date 7/31/2025

Contact Information

Prepared By	Summer Carter	Contact Name	Kim Pena
Phone	(800) 421-4246	Phone	5122682141
Email	summer@socialstudies.com	Email	kimberly.pena@hayscisd.net

Address Information

Bill To Name	HAYS CONS IND SCHOOL DISTRICT	Ship To Name	HAYS CONS IND SCHOOL DISTRICT
Bill To	21003 INTERSTATE 35 KYLE, Texas 78640 United States	Ship To	21003 IH 35 KYLE, Texas 78640-4745 United States

Quote Line Items

Product Code	Product	List Price	Qty.	Disc. %	Shipping	Total Price
A6203TXST	ACTIVE CLASSROOM: HS TX *SITE3YR	\$18,018.90	4	100	\$0.00	\$0.00

Totals

Ship/Hand %	12.00%	Total Price	\$0.00
		Est. Shipping	\$0.00
		Grand Total	\$0.00

Active Classroom for HS 3 yrs provided at no cost contingent upon the purchase of QSF022060, QSF022064, QSF022254 and QSF021866. Thank you for the opportunity to meet your educational needs!

Estimated taxes and shipping have been added to your quote, subject to correction at invoicing.

**HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES**

Date: May 19, 2025

Agenda Item: N.3

Board Goal: Finance

Subject: Budget Amendments

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 N/A

C. Summary:

Previous board action relating to this item - Monthly

Background information – The 2024-2025 budget has been approved by the Board of Trustees. Amendments to the budget must also be approved by the Board.

D. Comments Received:

Cabinet DLT FBOC Teacher Org. Reps. Other

E. Administrative Recommendation:

The administration recommends approval of the retro-active budget amendment, as presented.

F. Fiscal Impact and Cost: Amount:

Budget (See attached detail) Bond Grant/Special Funds Other

G. Monitoring and Reporting Timeline:

Person responsible for evaluating this decision: Randy Rau

H. Suggested Motion:

I move that the Hays CISD Board of Trustees approve the budget amendment, as presented.

BUDGET AMENDMENT 9 – May 19, 2025

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 on the budget.**

Cross Function Transfer Summary

Description	Increase (Decrease)
11 - Instruction	\$ 702,764
12 - Instructional Resources and Media Services	\$ 75,000
13 - Instructional Staff Development	\$ (1,593,375)
21 - Instructional Administration	\$ (350,000)
23 - Campus Administration	\$ (150)
31 - Guidance and Counseling Services	\$ 306,400
32 - Social Work Services	\$ 127,850
33 - Health Services	\$ 100,000
34 - Transportation	\$ 100,000
36 - Co curricular / Extracurricular	\$ 3,840
41 - General Administration	\$ 479,539
51 - Maintenance	\$ (141)
52 - Security	\$ 0
53 - Data Services	\$ 125,000
61 – Community Services	\$ (76,727)
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:

Adjust allocation for TRS On-Behalf due to overall increase in payroll (\$4,000,000).

General Operating Fund Re-Appropriations Summary			
Description	Official Budget	Increase/ (Decrease)	Amended Budget
Revenues:			
199-00-5831-0000-000-00-00-00000	\$ 12,000,000	\$ 4,000,000	\$ 16,000,000
Total	\$ 12,000,000	\$ 4,000,000	\$ 16,000,000
Expenditures:			
199-11-6144-1100-999-99-20-00000	\$ 7,741,256	\$ 2,590,449	\$ 10,331,705
199-12-6144-1200-999-99-20-00000	\$ 176,591	\$ 55,980	\$ 232,571
199-13-6144-1300-999-99-20-00000	\$ 222,869	\$ 37,218	\$ 260,087
199-21-6144-2100-999-99-20-00000	\$ 313,461	\$ 89,730	\$ 403,191
199-23-6144-2300-999-99-20-00000	\$ 768,643	\$ 259,000	\$ 1,027,643
199-31-6144-3100-999-99-20-00000	\$ 449,227	\$ 148,228	\$ 597,455
199-32-6144-3200-999-99-20-00000	\$ 17,100	\$ 6,754	\$ 23,854
199-33-6144-3300-999-99-20-00000	\$ 145,932	\$ 48,445	\$ 194,377
199-34-6144-3400-999-99-20-00000	\$ 505,176	\$ 210,269	\$ 715,445
199-36-6144-3600-999-99-20-00000	\$ 225,661	\$ 69,773	\$ 295,434
199-41-6144-4100-999-99-20-00000	\$ 296,006	\$ 101,821	\$ 397,827
199-51-6144-5100-999-99-20-00000	\$ 769,158	\$ 257,176	\$ 1,026,334
199-52-6144-5200-999-99-20-00000	\$ 87,673	\$ 37,387	\$ 125,060
199-53-6144-5300-999-99-20-00000	\$ 268,717	\$ 86,605	\$ 355,322
199-61-6144-6100-999-99-20-00000	\$ 12,530	\$ 1,165	\$ 13,695
Total	\$ 12,000,000	\$ 4,000,000	\$ 16,000,000
Total Net Appropriations (Revenues minus Expenditures)		\$ 0	

ACTION REQUIRED

Board Approval

SUPPORT INFORMATION

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

**Hays Consolidated Independent School District
Budget Amendment 9 Support Information
for the Fiscal Year Ending June 30, 2025**

Budget Amendment #9 Support:

<u>Account</u>	<u>Function</u>	<u>Location</u>	<u>Amount</u>	<u>User ID</u>	<u>Status</u>	<u>Original Period</u>	<u>New Period</u>	<u>New JE #</u>	<u>New JE #</u>	<u>Reason</u>
199-11-6399-1100-112-11-10-00000	11	112	\$ (200.00)	Brenda Pena	Pending	10		1956		Budget in wrong function.
199-23-6399-2300-112-99-10-00000	23	112	\$ 200.00	Brenda Pena	Pending	10		1956		Budget in wrong function.
199-11-6397-1100-047-11-10-00000	11	047	\$ (250.00)	Jennifer Jurado	Pending	10		1964		Funds needed for UIL hospitality
199-23-6498-2300-047-99-10-00000	23	047	\$ 250.00	Jennifer Jurado	Pending	10		1964		Funds needed for UIL hospitality
199-11-6295-1100-980-23-30-00000	11	980	\$ (6,400.00)	Noemi Vargas	Pending	10		2030		Funds needed for Independent Evaluations
199-31-6295-3100-980-23-30-00000	31	980	\$ 6,400.00	Noemi Vargas	Pending	10		2030		Funds needed for Independent Evaluations
182-13-6411-1335-001-99-10-00000	13	001	\$ (264.00)	Madeline Bishop	Pending	10		2127		Employee PD travel is complete for the year, funds no longer needed.
182-11-6399-1135-001-11-10-00000	11	001	\$ 264.00	Madeline Bishop	Pending	10		2127		Employee PD travel is complete for the year, funds no longer needed.
182-13-6411-1333-041-99-10-00000	13	041	\$ (527.00)	Madeline Bishop	Pending	10		2128		Employee travel is complete for the year.
182-11-6399-1133-041-11-10-00000	11	041	\$ 527.00	Madeline Bishop	Pending	10		2128		Employee travel is complete for the year.
182-13-6411-1355-041-11-10-00000	13	041	\$ (445.00)	Madeline Bishop	Pending	10		2129		Employee travel is complete for the year.
182-11-6399-1155-041-11-10-00000	11	041	\$ 445.00	Madeline Bishop	Pending	10		2129		Employee travel is complete for the year.
182-13-6399-1338-001-99-10-00000	13	001	\$ (600.00)	Madeline Bishop	Pending	10		2130		Funds needed in Instructional supplies.
182-11-6399-1138-001-11-10-00000	11	001	\$ 600.00	Madeline Bishop	Pending	10		2130		Funds needed in Instructional supplies.
199-61-6411-61CC-001-24-30-00000	61	001	\$ (1,233.00)	Amy Gotchey	Pending	10		2168		Correcting a negative account.
199-13-6117-13CC-001-24-30-00000	13	001	\$ 1,233.00	Amy Gotchey	Pending	10		2168		Correcting a negative account.
199-61-6399-61CC-001-24-30-00000	61	001	\$ (494.00)	Amy Gotchey	Pending	10		2169		Correcting negative accounts.
199-13-6141-13CC-001-24-30-00000	13	001	\$ 24.00	Amy Gotchey	Pending	10		2169		Correcting negative accounts.
199-13-6143-13CC-001-24-30-00000	13	001	\$ 8.00	Amy Gotchey	Pending	10		2169		Correcting negative accounts.
199-13-6145-13CC-001-24-30-00000	13	001	\$ 2.00	Amy Gotchey	Pending	10		2169		Correcting negative accounts.
199-13-6146-13CC-001-24-30-00000	13	001	\$ 44.00	Amy Gotchey	Pending	10		2169		Correcting negative accounts.
199-13-6117-13CC-001-24-30-00000	13	001	\$ 416.00	Amy Gotchey	Pending	10		2169		Correcting negative accounts.
199-23-6394-23TE-112-99-10-00000	23	112	\$ (1,500.00)	Brenda Pena	Pending	10		2193		Correcting negative accounts.
199-11-6299-11QC-112-11-10-00000	11	112	\$ 1,500.00	Brenda Pena	Pending	10		2193		Correcting negative accounts.
182-11-6117-11WG-006-11-10-00000	11	006	\$ (2,014.00)	Tracye Mendez	Pending	10		2201		Funds needed for Extra Duty pay-WinterGuard
182-36-6126-36WG-006-99-10-00000	36	006	\$ 2,014.00	Tracye Mendez	Pending	10		2201		Funds needed for Extra Duty pay-WinterGuard
199-11-6399-11GC-946-11-30-00000	11	946	\$ (2,850.00)	Laura Crutchfield	Pending	10		2232		Funds needed for TATDP Conference
199-32-6411-3200-917-99-30-00000	32	917	\$ 2,850.00	Laura Crutchfield	Pending	10		2232		Funds needed for TATDP Conference
199-11-6399-11GC-946-11-30-00000	11	946	\$ (4,539.00)	Laura Crutchfield	Pending	10		2233		Correcting negative accounts.
199-41-6269-4100-731-99-30-00000	41	731	\$ 64.00	Laura Crutchfield	Pending	10		2233		Correcting negative accounts.
199-41-6299-4100-731-99-30-00000	41	731	\$ 30.00	Laura Crutchfield	Pending	10		2233		Correcting negative accounts.
199-41-6395-4100-731-99-30-00000	41	731	\$ 300.00	Laura Crutchfield	Pending	10		2233		Correcting negative accounts.
199-41-6417-4100-731-99-30-00000	41	731	\$ 1,000.00	Laura Crutchfield	Pending	10		2233		Correcting negative accounts.
199-41-6495-4100-731-99-30-00000	41	731	\$ 945.00	Laura Crutchfield	Pending	10		2233		Correcting negative accounts.
199-41-6498-4100-731-99-30-00000	41	731	\$ 2,200.00	Laura Crutchfield	Pending	10		2233		Correcting negative accounts.
199-13-6411-1300-112-99-10-00000	13	112	\$ (340.00)	Brenda Pena	Pending	10		2309		PD travel is complete.
199-23-6399-2300-112-99-10-00000	23	112	\$ 340.00	Brenda Pena	Pending	10		2309		PD travel is complete.
199-11-6398-1100-112-11-10-00000	11	112	\$ (250.00)	Brenda Pena	Pending	10		2310		Budget in the wrong function.
199-23-6399-2300-112-99-10-00000	23	112	\$ 250.00	Brenda Pena	Pending	10		2310		Budget in the wrong function.
199-11-6495-1100-112-11-10-00000	11	112	\$ (110.00)	Brenda Pena	Pending	10		2311		Budget in the wrong function.
199-23-6399-2300-112-99-10-00000	23	112	\$ 110.00	Brenda Pena	Pending	10		2311		Budget in the wrong function.
199-11-6339-1100-944-11-30-00000	11	944	\$ (8,900.00)	Olivia Lopez	Pending	10		2318		Funds needed for APSI Summer Registration.
199-13-6411-1300-944-99-30-00000	13	944	\$ 8,900.00	Olivia Lopez	Pending	10		2318		Funds needed for APSI Summer Registration.
199-11-6399-11TE-041-11-10-00000	11	041	\$ (200.00)	Adela Trevino	Pending	10		2324		Funds needed for software subscription.
199-23-6397-23TE-041-99-10-00000	23	041	\$ 200.00	Adela Trevino	Pending	10		2324		Funds needed for software subscription.
182-13-6411-1355-006-99-10-00000	13	006	\$ (440.00)	Tracye Mendez	Pending	10		2335		Funds needed for end of year transportation.
182-13-6411-1334-006-99-10-00000	13	006	\$ (174.00)	Tracye Mendez	Pending	10		2335		Funds needed for end of year transportation.
182-13-6411-1335-047-99-10-00000	13	047	\$ (253.00)	Tracye Mendez	Pending	10		2335		Funds needed for end of year transportation.

Hays Consolidated Independent School District
Budget Amendment 9 Support Information
for the Fiscal Year Ending June 30, 2025

Budget Amendment #9 Support:

<u>Account</u>	<u>Function</u>	<u>Location</u>	<u>Amount</u>	<u>User ID</u>	<u>Status</u>	<u>Original Period</u>	<u>New Period</u>	<u>JE #</u>	<u>New JE #</u>	<u>Reason</u>
182-13-6411-1334-047-99-10-00000	13	047	\$ (542.00)	Tracye Mendez	Pending	10		2335		Funds needed for end of year transportation.
182-13-6495-1322-047-99-10-00000	13	047	\$ (158.00)	Tracye Mendez	Pending	10		2335		Funds needed for end of year transportation.
182-13-6495-1333-006-99-10-00000	13	006	\$ (129.00)	Tracye Mendez	Pending	10		2335		Funds needed for end of year transportation.
182-13-6495-1334-006-99-10-00000	13	006	\$ (130.00)	Tracye Mendez	Pending	10		2335		Funds needed for end of year transportation.
182-36-6494-3634-006-99-10-00000	36	006	\$ 1,826.00	Tracye Mendez	Pending	10		2335		Funds needed for end of year transportation.
199-51-6399-5100-103-99-10-00000	51	103	\$ (141.00)	Maria Benitez Morales	Pending	10		2409		Funds needed for toner/ink.
199-11-6399-11NK-103-11-10-00000	11	103	\$ 141.00	Maria Benitez Morales	Pending	10		2409		Funds needed for toner/ink.
199-11-6119-1100-999-11-20-00000	11	999	\$ 725,000.00	Alex Salazar	Pending	11		TBD		Moving payroll excess to cover payroll shortages.
199-12-6119-1200-999-99-20-00000	12	999	\$ 75,000.00	Alex Salazar	Pending	11		TBD		Moving payroll excess to cover payroll shortages.
199-13-6119-1300-999-99-20-00000	13	999	\$(1,600,000.00)	Alex Salazar	Pending	11		TBD		Moving payroll excess to cover payroll shortages.
199-21-6119-2100-999-99-20-00000	21	999	\$ (350,000.00)	Alex Salazar	Pending	11		TBD		Moving payroll excess to cover payroll shortages.
199-31-6119-3100-999-99-20-00000	31	999	\$ 300,000.00	Alex Salazar	Pending	11		TBD		Moving payroll excess to cover payroll shortages.
199-32-6119-3200-999-99-20-00000	32	999	\$ 125,000.00	Alex Salazar	Pending	11		TBD		Moving payroll excess to cover payroll shortages.
199-33-6119-3200-999-99-20-00000	33	999	\$ 100,000.00	Alex Salazar	Pending	11		TBD		Moving payroll excess to cover payroll shortages.
199-34-6119-3200-999-99-20-00000	34	999	\$ 100,000.00	Alex Salazar	Pending	11		TBD		Moving payroll excess to cover payroll shortages.
199-41-6119-3200-999-99-20-00000	41	999	\$ 475,000.00	Alex Salazar	Pending	11		TBD		Moving payroll excess to cover payroll shortages.
199-53-6119-3200-999-99-20-00000	53	999	\$ 125,000.00	Alex Salazar	Pending	11		TBD		Moving payroll excess to cover payroll shortages.
199-61-6119-3200-999-99-20-00000	61	999	\$ (75,000.00)	Alex Salazar	Pending	11		TBD		Moving payroll excess to cover payroll shortages.

**HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES**

Date: May 19, 2025

Agenda Item: O.1a

Board Goal: Community Relations

Subject: Consideration and possible approval of the Superintendent's recommendation to contractually employ the Chief Financial Officer

Administrator Responsible/Position: Dr. Eric Wright, Superintendent
Christina Courson, 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 N/A
DC (Legal) and (Local)
DP (Legal) and (Local)

C. Goal or Need Addressed: The goal of this agenda item is to request approval for the hiring of the new Chief Financial Officer

D. Summary:

- Previous board action relating to this item: N/A
 Future action anticipated: N/A
 Background information: In accordance with policy DC (Local), the Superintendent has sole authority to recommend the employment of contractual personnel who serve as administrators, and the Board of Trustees retains final authority to approve such personnel.

E. Comments Received:

- Cabinet DLT FBOC Teacher Org. Reps. Other:

F. Administrative Recommendation: Administration recommends the Board of Trustees approve the Superintendent's recommendation regarding the employment of the Chief Financial Officer.

Advantages and benefits of this proposal: Ensure a smooth transition of leadership in the Business Office and continued support for the district.

Expected results in terms of student benefit/achievement: Students benefit when the district has the proper resources and funding.

Effect of this action on other parts of the system: Staff benefit when the district has the proper resources and funding.

Consequences of not approving this recommendation: District operations could be negatively impacted without leadership at the helm of the Business Office.

G. Fiscal Impact and Cost: Already included in the budget

- Budget Bond Grant/Special Funds: Other

Budget Amendment Needed

Prior Year Spending: N/A

Reasons for rejecting alternatives: N/A

Future/Ongoing: N/A

H. Monitoring and Reporting Time Line:

Person responsible for evaluating this decision or action: Dr. Eric Wright, Christina Courson

Evaluation method and time line: Contractual personnel who serve as administrators undergo an annual performance appraisal

Next report to the board: N/A

I. Suggested Motion:

I move that the Hays CISD Board of Trustees approve the Superintendent's recommendation to contractually employ the Chief Financial Officer, as discussed.

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: May 19, 2025

Agenda Item: O.2

Board Goal: Finance

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 N/A

C. Goal or Need Addressed: Defeasance and redemption of certain outstanding obligations of the district.

D. Summary:

- Previous board action relating to this item: N/A
 Future action anticipated: N/A
 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. **(SEE SUMMARY BELOW):**

Series	Est. Par Defeased	Est Interest Savings
Unlimited Tax Refunding Bonds, Series 2015	\$8,505,000	\$1,693,723
Unlimited Tax Refunding Bonds, Series 2016	\$15,780,000	\$3,014,517
Unlimited Tax School Building Bonds, Series 2017	\$800,000	\$129,586
Unlimited Tax Refunding Bonds, Series 2017	\$730,000	\$63,498
TOTAL	\$28,815,000	\$4,901,324

E. Comments Received:

- Cabinet DLT FBOC Teacher Org. Reps. Other:

F. Administrative Recommendation: Administration recommends approval of the defeasance order.

Advantages and benefits of this proposal: N/A
 Expected results in terms of student benefit/achievement: N/A
 Effect of this action on other parts of the system: N/A
 Consequences of not approving this recommendation: N/A

G. Fiscal Impact and Cost: No cost anticipated

- Budget Bond Grant/Special Funds: Other
 Budget Amendment Needed
 Prior Year Spending: N/A
 Reasons for rejecting alternatives: N/A
 Future/Ongoing: N/A

H. Monitoring and Reporting Time Line:

Person responsible for evaluating this decision or action: Randy Rau

Evaluation method and time line: N/A

Next report to the board: N/A

I. Suggested Motion:

I move that the Hays CISD Board of Trustees adopt the order authorizing and providing for the defeasance and redemption of certain outstanding obligations, and containing other matters related thereto, as presented.

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 orders (the “Original Orders”) authorizing the issuance of obligations designated as “Hays Consolidated Independent School District Unlimited Tax Refunding Bonds, Series 2015” (the “Series 2015 Obligations”) “Hays Consolidated Independent School District Unlimited Tax Refunding Bonds, Series 2016” (the “Series 2016 Obligations”), “Hays Consolidated Independent School District Unlimited Tax School Building Bonds, Series 2017” (the “Series 2017 Obligations”) and “Hays Consolidated Independent School District Unlimited Tax Refunding Bonds, Series 2017” (the “Series 2017 Refunding Obligations” and, together with the Series 2015 Obligations, the Series 2016 Obligations and the Series 2017 Obligations, the “Obligations”); and

WHEREAS, the Series 2015 Obligations are currently outstanding in the principal amount of \$8,505,000, the Series 2016 Obligations are currently outstanding in the principal amount of \$52,525,000, the Series 2017 Obligations are currently outstanding in the principal amount of \$147,260,000, the Series 2017 Refunding Obligations are currently outstanding in the principal amount of \$19,200,000, and

WHEREAS, a portion of the Obligations (the “Callable Obligations”) are subject to redemption at the option of the District on the dates set forth in **Exhibit A**; and

WHEREAS, the Original Orders provide the notice requirements to effect the redemption of the Callable Obligations; and

WHEREAS, it is in the best interest of the District to redeem certain 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) The Callable Obligations, maturing on the dates and in the principal amounts set forth in **Exhibit A** hereto (the “Redeemed 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 Redeemed 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) To effectuate the defeasance and redemption of the Redeemed Obligations, at the direction of the President, Vice President, or Secretary of the Board or the District’s Superintendent or Chief Financial Officer (each, an “Authorized Representative”), the

District shall transfer lawfully available funds in the amount sufficient to discharge the Redeemed Obligations (the “Defeasance Deposit”) to UMB Bank, N.A., as the escrow agent for the Obligations (the “Escrow Agent”); provided, that the Defeasance Deposit shall not exceed the lesser of (i) the amount required to defease and redeem the Redeemed Obligations and (ii) an amount that the Authorized Representative determines will preserve a sufficient balance in the District’s debt service fund.

(c) Notice of defeasance and redemption of the Redeemed Obligations shall be provided in accordance with the Original Orders.

Section 2. The Escrow Agreement (the “Escrow Agreement”), by and between the District and the Escrow Agent and relating to the Redeemed 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 Redeemed Obligations or benefit the District, is hereby authorized to be executed by 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 Redeemed Obligations to provide notice of the defeasance and redemption of the Redeemed Obligations as provided and required by the Original Order[s].

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 Redeemed 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 Redeemed 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 Redeemed Obligations or another qualified financial institution 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 District’s Superintendent and Chief

Financial Officer, 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 Redeemed 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 ordered.

* * * *

PASSED AND APPROVED, this 19th day of May, 2025.

HAYS CONSOLIDATED INDEPENDENT
SCHOOL DISTRICT

President, Board of Trustees

ATTEST:

Secretary, Board of Trustees

(DISTRICT SEAL)

EXHIBIT A⁽¹⁾

Hays Consolidated Independent School District Unlimited Tax Refunding Bonds, Series 2015, dated December 17, 2015:

Redeemed Obligations

<u>CUSIP No. *</u>	<u>Stated Maturity</u>	<u>Outstanding Principal Amount (\$)</u>	<u>Principal Amount Called for Redemption (\$)</u>	<u>Interest Rate (%)</u>
421110V61	08/15/2028	1,550,000	1,550,000	4.000
421110V79	08/15/2029	2,055,000	2,055,000	4.000
421110V87	08/15/2030	2,135,000	2,135,000	4.000
421110V95	08/15/2031	1,300,000	1,300,000	4.000
421110W29	08/15/2032	1,465,000	1,465,000	4.000

Redemption Date for Series 2015 Obligations: August 15, 2025

* The CUSIP number is included solely for the convenience of the Obligation holders. None of the District, Bond Counsel, or 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.

¹ The "Principal Amounts Called for Redemption" have been provided by the District's Financial Advisor as preliminary candidates for redemption and are subject to further refinement by the Authorized Representative, as follows: the total Principal Amount Called for Redemption shall be finalized at the direction of the Authorized Representative to permit the defeasance of the Principal Amount Called for Redemption based on the amount of the Defeasance Deposit and the final pricing of escrow fund investments acquired with the Defeasance Deposit.

Hays Consolidated Independent School District Unlimited Tax Refunding Bonds, Series 2016, dated July 26, 2016:

Redeemed Obligations

CUSIP No. *	Stated Maturity	Outstanding Principal Amount (\$)	Principal Amount Called for Redemption (\$)	Interest Rate (%)
421110W86	08/15/2027	2,750,000	2,750,000	5.000
421110W94	08/15/2028	4,235,000	4,235,000	5.000
421110X28	08/15/2029	1,825,000	1,825,000	5.000
421110X36	08/15/2030	1,915,000	1,915,000	5.000
421110X44	08/15/2031	2,490,000	2,490,000	5.000
421110X51	08/15/2032	3,315,000	2,565,000	5.000

Redemption Date for Series 2016 Obligations: August 15, 2026

* The CUSIP number is included solely for the convenience of the Obligation holders. None of the District, Bond Counsel, or 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.

**Hays Consolidated Independent School District Unlimited Tax School
Building Bonds, Series 2017, dated August 1, 2017:**

Redeemed Obligations

CUSIP No. *	Stated Maturity	Outstanding Principal Amount (\$)	Principal Amount Called for Redemption (\$)	Interest Rate (%)
4211102E6	02/15/2028	100,000	100,000	4.000
4211102F3	02/15/2029	7,870,000	400,000	5.000
4211102G1	02/15/2030	8,270,000	400,000	5.000

Redemption Date for Series 2017 Obligations: February 15, 2027

* The CUSIP number is included solely for the convenience of the Obligation holders. None of the District, Bond Counsel, or 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.

Hays Consolidated Independent School District Unlimited Tax Refunding Bonds, Series 2017, dated December 1, 2017:

Redeemed Obligations

<u>CUSIP No. *</u>	<u>Stated Maturity</u>	<u>Outstanding Principal Amount (\$)</u>	<u>Principal Amount Called for Redemption (\$)</u>	<u>Interest Rate (%)</u>
4211103D7	02/15/2028	1,775,000	635,000	5.000

Redemption Date for Series 2017 Refunding Obligations: February 15, 2027

* The CUSIP number is included solely for the convenience of the Obligation holders. None of the District, Bond Counsel, or 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.

EXHIBIT B
ESCROW AGREEMENT

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this “Escrow Agreement”), dated for convenience as of May 19, 2025, 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:

“Authorized Representative” shall have the meaning given such term in the Defeasance Order.

“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.

“Defeasance Order” shall mean the District’s order adopted by the Board on May 19, 2025, 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.

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

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

“Electronic Means” shall mean the following communication methods: e-mail, secure electronic transmission containing applicable authorization codes, passwords, and/or authentication keys issued by the Escrow Agent, or another method or system specified by the Escrow Agent as available for use in connection with its services pursuant to this Escrow Agreement.

“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, together, the Series 2015 Escrow Deposit, the Series 2016 Escrow Deposit, the Series 2017 Escrow Deposit and the Series 2017 Refunding Escrow Deposit.

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

“Escrow Funds” shall mean, together, the Series 2015 Escrow Fund, the Series 2016 Escrow Fund, the Series 2017 Escrow Fund and the Series 2017 Refunding Escrow Fund.

“Escrowed Securities” shall mean, together, the Series 2015 Escrowed Securities, the Series 2016 Escrowed Securities, the Series 2017 Escrowed Securities and the Series 2017 Refunding Escrowed Securities.

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

“Instructions” shall mean instructions, including funds transfer instructions, given pursuant to this Escrow Agreement using Electronic Means.

“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 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, collectively, the Series 2015 Obligations, the Series 2016 Obligations, the Series 2017 Obligations and the Series 2017 Refunding Obligations.

“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 attached hereto as Exhibit B, 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 Orders” shall mean the District’s orders authorizing the issuance, sale and delivery of the Obligations.

“Paying Agent for the Defeased Obligations” shall mean U.S. Bank Trust Company, in the case of the Series 2015 Obligations and the Series 2016 Obligations, BOKF, N.A., in the case of the Series 2017 Obligations, and UMB Bank, N.A., in the case of the Series 2017A Obligations.

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

“Series 2015 Escrow Deposit” shall mean the initial deposit into the Series 2015 Escrow Fund, as more particularly described in Section 2.1(a).

“Series 2015 Escrow Fund” shall mean the fund created in Section 3.1(a) of this Escrow Agreement to be administered by the Escrow Agent pursuant to the provisions of this Escrow Agreement.

“Series 2015 Escrowed Securities” shall mean the Limited Yield Securities and the Open Market Securities purchased for deposit in the Series 2015 Escrow Fund, as described in the Report.

“Series 2015 Obligations” shall mean the Hays Consolidated Independent School District Unlimited Tax Refunding Bonds, Series 2015.

“Series 2016 Escrow Deposit” shall mean the initial deposit into the Series 2016 Escrow Fund, as more particularly described in Section 2.1(a).

“Series 2016 Escrow Fund” shall mean the fund created in Section 3.1(a) of this Escrow Agreement to be administered by the Escrow Agent pursuant to the provisions of this Escrow Agreement.

“Series 2016 Escrowed Securities” shall mean the Limited Yield Securities and the Open Market Securities purchased for deposit in the Series 2016 Escrow Fund, as described in the Report.

“Series 2016 Obligations” shall mean the Hays Consolidated Independent School District Unlimited Tax Refunding Bonds, Series 2016.

“Series 2017 Escrow Deposit” shall mean the initial deposit into the Series 2017 Escrow Fund, as more particularly described in Section 2.1(a).

“Series 2017 Escrow Fund” shall mean the fund created in Section 3.1(a) of this Escrow Agreement to be administered by the Escrow Agent pursuant to the provisions of this Escrow Agreement.

“Series 2017 Escrowed Securities” shall mean the Limited Yield Securities and the Open Market Securities purchased for deposit in the Series 2017 Escrow Fund, as described in the Report.

“Series 2017 Obligations” shall mean the Hays Consolidated Independent School District Unlimited Tax School Building Bonds, Series 2017.

“Series 2017 Refunding Escrow Deposit” shall mean the initial deposit into the Series 2017 Refunding Escrow Fund, as more particularly described in Section 2.1(a).

“Series 2017 Refunding Escrow Fund” shall mean the fund created in Section 3.1(a) of this Escrow Agreement to be administered by the Escrow Agent pursuant to the provisions of this Escrow Agreement.

“Series 2017 Refunding Escrowed Securities” shall mean the Limited Yield Securities and the Open Market Securities purchased for deposit in the Series 2017 Refunding Escrow Fund, as described in the Report.

“Series 2017 Refunding Obligations” shall mean the Hays Consolidated Independent School District Unlimited Tax Refunding Bonds, Series 2017.

“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 defeasance and redemption 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 in 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 District in writing.

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 two special funds and irrevocable escrows to be known as the “Hays Consolidated Independent School District 2025 Series 2015 Defeasance Escrow Fund” (the “Series 2015 Escrow Fund”), “Hays Consolidated Independent School District 2025 Series 2016 Defeasance Escrow Fund” (the “Series 2016 Escrow Fund”), the “Hays Consolidated Independent School District 2025 Series 2017 Escrow Fund (the “Series 2017 Escrow Fund”) and the “Hays Consolidated Independent School District 2025 Series 2017 Refunding Escrow Fund (the “Series 2017 Refunding Escrow Fund”). On the Escrow Funding Date, the Escrow Deposits described in Section 2.1 will be deposited to the credit of the Escrow Funds. The Escrow Deposits and all proceeds therefrom shall be the property of the Escrow Funds 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 Funds 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 applicable Escrow Fund shall be transferred to the District. 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, and any balance has been transferred to the District as described in the immediately preceding sentence, 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 applicable 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.
- (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 3.1 and Section 4.2, the Escrow Agent agrees that it shall never make any withdrawals from the Escrow Funds or assert any claims, liens, or charges against the Escrow Funds.

Section 3.3 Sufficiency of Escrow Funds.

The District represents (based upon the Report) 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 Funds 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. If, for any reason, at any time, the cash balances on deposit or scheduled to be on deposit in an 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 applicable 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 Funds, the Escrowed Securities, and all other assets of the Escrow Funds 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 Funds 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 Funds only as set forth herein. The Escrowed Securities and other assets of the Escrow Funds 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 Funds 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 Funds, 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 of and interest on the Defeased Obligations have been presented for payment and paid to the owners 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 selected by the District, 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 as described in Section 3.1.

Section 4.3 Substitution of Securities.

- (a) Concurrently with the delivery of the Escrow 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, 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 for which such obligation is substituted, and

- (ii) mature on or before the maturity date of the obligation listed in the Report 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 Funds 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 Redeemed Obligation to be an “arbitrage bond” within the meaning of the Code.

[Remainder of page intentionally left blank.]

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 Funds 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 December 31, 2025, 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 Funds during such period, including, without limitation, credits to the Escrow Funds as a result of interest payments on or maturities of the Escrowed Securities and transfers from the Escrow Funds to the Paying Agent for the Defeased Obligations or otherwise, together with a detailed statement of all Escrowed Securities and the cash balances on deposit in the Escrow Funds 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 Funds. 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 Funds 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 Funds, 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 given pursuant to this Escrow Agreement using Electronic Means; provided, however, that the District shall provide to the Escrow Agent an incumbency certificate identifying the Authorized Representatives and containing specimen signatures of such Authorized Representatives, which incumbency certificate shall be amended by the District when the identity of an Authorized Representative changes. The Escrow Agent's understanding of Instructions shall be deemed controlling. The District understands and agrees that the Escrow Agent cannot determine the identity of the actual sender of Instructions and that the Escrow Agent shall conclusively presume that Instructions that purport to have been sent by an Authorized Representative identified on the most recent incumbency certificate provided to the Escrow Agent have been sent by such Authorized Representative. The District shall be responsible for ensuring that only Authorized Representatives transmit Instructions to the Escrow Agent and that the District and all Authorized Representatives are solely

responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords, and/or authentication keys upon receipt by the District. 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 any conflict or inconsistency with a subsequent Instruction. The District agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions 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; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Escrow Agent and that there may be more secure methods of transmitting Instructions than the method(s) selected by the District; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Escrow Agent immediately upon learning of any compromise or unauthorized use of the security procedures.

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 Funds 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 willful 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.

To the extent permitted by law, 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 or be answerable, except for its own negligence or willful misconduct, for any loss unless the same shall have been through its negligence or willful misconduct.

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. The foregoing sentence shall survive termination of this Escrow Agreement and the earlier removal or resignation of the Escrow Agent.

The Escrow Agent is authorized and directed to transfer funds relating to the closing in the manner disclosed in the closing memorandum prepared by the District's financial advisor or other agent which is delivered to the Escrow Agent by the District. The Escrow Agent may act on transmission of the closing memorandum by Electronic Means acknowledged in writing by the District or the District's financial advisor as the final closing memorandum. 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.

Section 6.3 Compensation.

On the Escrow Funding Date, the District will pay the Escrow Agent 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. This sum does not include the costs of publication, printing costs, or reasonable out-of-pocket expenses of the Escrow Agent, which are reimbursable by the District. The Paying Agent for the Defeased Obligations will continue to act as Paying Agent for the Defeased Obligations under the existing fee schedule, with the sole remedy for nonpayment being an action for amounts owing under the Paying Agency Agreement. If the Escrow Agent is requested or required 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 or if the Escrow Agent resigns or is removed in accordance with this Section, 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.

[Remainder of page intentionally left blank.]

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 Statutory Verifications.

The Escrow Agent makes the following representation and covenants to enable the District to comply with Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Escrow Agent within the meaning of the United States Securities and Exchange Commission Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification prior to the expiration or earlier termination of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

a. Not a Sanctioned Company. The Escrow Agent represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes an Escrow Agent and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

b. No Boycott of Israel. The Escrow Agent hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Escrow Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

c. No Discrimination Against Firearm Entities. The Escrow Agent hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Escrow Agreement. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning provided in Section 2274.001(3), Government Code.

d. No Boycott of Energy Companies. The Escrow Agent hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Escrow Agreement. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.

Section 7.9. Form 1295.

Submitted herewith is a completed Form 1295 in connection with the Escrow Agent’s participation in the execution of this Escrow Agreement generated by the Texas Ethics Commission’s (the “TEC”) electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (“Form 1295”). The District hereby confirms receipt of the Form 1295 from the Escrow Agent, and the District agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30th day after the receipt of such form. The Escrow Agent and the District understand and agree that, with the exception of information identifying the District and the contract identification number, neither the District nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Escrow Agent; and, neither the District nor its consultants have verified such information.

[Execution Pages Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Escrow 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

EXHIBIT A TO ESCROW AGREEMENT

FEE SCHEDULE

EXHIBIT B TO ESCROW AGREEMENT
REPORT

EXHIBIT C TO ESCROW AGREEMENT

CALLED BONDS

**Hays Consolidated Independent School District Unlimited Tax Refunding
Bonds, Series 2015, dated December 17, 2015:**

<u>CUSIP No. *</u>	<u>Stated Maturity</u>	<u>Outstanding Principal Amount (\$)</u>	<u>Principal Amount Called for Redemption (\$)</u>	<u>Interest Rate (%)</u>
421110V61	08/15/2028	1,550,000	1,550,000	4.000
421110V79	08/15/2029	2,055,000	2,055,000	4.000
421110V87	08/15/2030	2,135,000	2,135,000	4.000
421110V95	08/15/2031	1,300,000	1,300,000	4.000
421110W29	08/15/2032	1,465,000	1,465,000	4.000

Redemption Date for Series 2015 Obligations: August 15, 2025

* The CUSIP number is included solely for the convenience of the Obligation holders. None of the District, Bond Counsel, or 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.

Hays Consolidated Independent School District Unlimited Tax Refunding Bonds, Series 2016, dated July 26, 2016:

<u>CUSIP No. *</u>	<u>Stated Maturity</u>	<u>Outstanding Principal Amount (\$)</u>	<u>Principal Amount Called for Redemption (\$)</u>	<u>Interest Rate (%)</u>
421110W86	08/15/2027	2,750,000	2,750,000	5.000
421110W94	08/15/2028	4,235,000	4,235,000	5.000
421110X28	08/15/2029	1,825,000	1,825,000	5.000
421110X36	08/15/2030	1,915,000	1,915,000	5.000
421110X44	08/15/2031	2,490,000	2,490,000	5.000
421110X51	08/15/2032	3,315,000	2,565,000	5.000

Redemption Date for Series 2016 Obligations: August 15, 2026

* The CUSIP number is included solely for the convenience of the Obligation holders. None of the District, Bond Counsel, or 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.

Hays Consolidated Independent School District Unlimited Tax School Building Bonds, Series 2017, dated August 1, 2017:

<u>CUSIP No. *</u>	<u>Stated Maturity</u>	<u>Outstanding Principal Amount (\$)</u>	<u>Principal Amount Called for Redemption (\$)</u>	<u>Interest Rate (%)</u>
4211102E6	02/15/2028	100,000	100,000	4.000
4211102F3	02/15/2029	7,870,000	400,000	5.000
4211102G1	02/15/2030	8,270,000	400,000	5.000

Redemption Date for Series 2017 Obligations: February 15, 2027

* The CUSIP number is included solely for the convenience of the Obligation holders. None of the District, Bond Counsel, or 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.

Hays Consolidated Independent School District Unlimited Tax Refunding Bonds, Series 2017, dated December 1, 2017:

<u>CUSIP No. *</u>	<u>Stated Maturity</u>	<u>Outstanding Principal Amount (\$)</u>	<u>Principal Amount Called for Redemption (\$)</u>	<u>Interest Rate (%)</u>
4211103D7	02/15/2028	1,775,000	635,000	5.000

Redemption Date for Series 2017 Refunding Obligations: February 15, 2027

* The CUSIP number is included solely for the convenience of the Obligation holders. None of the District, Bond Counsel, or 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.

**HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES**

Date: May 19, 2025

Agenda Item: O.3

Board Goal: Finance

Subject: Consideration and possible approval of Interlocal Agreements to join the Goodbuy Purchasing Cooperative and the Southeast Purchasing Cooperative – Region 5

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 N/A

C. Goal or Need Addressed: Increase the ability of Hays CISD to secure the best pricing possible for goods and services

D. Summary:

- Previous board action relating to this item: N/A
- Future action anticipated: N/A
- Background information: Cooperative purchasing allows end-users the ability to make purchases over the \$3,499 threshold because the cooperative has already done the competitive process.

E. Comments Received:

Cabinet FBOC Teacher Org. Reps. Other: Purchasing Dept

F. Administrative Recommendation: To have the Interlocal Agreement signed for Goodbuy Purchasing Cooperative and Region 5 Education Service Center - Southeast Texas Purchasing Cooperative.

Advantages and benefits of this proposal: These two cooperatives will allow the district to increase leverage in buying power.

Expected results in terms of student benefit/achievement: This will allow for the district to have a completed competitive process without having to always obtain three quotes for a purchase that is less than \$50,000

Effect of this action on other parts of the system: N/A

Consequences of not approving this recommendation: N/A

G. Fiscal Impact and Cost: There is no cost associated with this agenda item.

Budget Bond Grant/Special Funds: Other
 Budget Amendment Needed

Prior Year Spending: N/A

Reasons for rejecting alternatives: N/A

Future/Ongoing: N/A

H. Monitoring and Reporting Time Line:

Person responsible for evaluating this decision or action: Purchasing Department

Evaluation method and time line: N/A

Next report to the board: 2026 with Cooperative Reporting

I. Suggested Motion:

I move that the Hays CISD Board of Trustees approve interlocal agreements to join Goodbuy Purchasing Cooperative and Southeast Purchasing Cooperative – Region 5, as presented.



Interlocal Participation Agreement for the GoodBuy Purchasing Cooperative

The GoodBuy Purchasing Cooperative (“GoodBuy”), is a Purchasing Cooperative authorized by Tex. Gov’t Code §§ 791.001 *et seq.* as amended, operated by the Education Service Center, Region 2 (“Region 2 ESC”), a state agency, as authorized by Tex. Educ. Code (“TEC”) §8.002 and TEC §44.031(a)(4). The purpose of this Agreement is to facilitate compliance with state bidding requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Program Members. Program Members may purchase goods and services from any and all GoodBuy vendors, under the same terms, conditions, and price as stated in each GoodBuy awarded contract. GoodBuy excludes engineering, architectural, land surveyors, doctors, nurses and construction services. The purchase of goods through GoodBuy includes the purchase of any services reasonably required for the installation, operation, or maintenance of purchased goods, where such services are included in the awarded Vendor contract.

MEMBERSHIP

1. Program Members. Program Members must be qualifying local governmental entities of the State of Texas or another State; or qualifying private non-profit entities with tax exempt status under IRS Code Section 501(c)(3), operating private schools or child care facilities.
2. To become a Program Member requires the approval of this Agreement by the governing body of the Member, and by the Region 2 ESC Board of Directors. Each Program member must submit a copy of this Agreement signed by an authorized representative of the Member, along with a signed copy of a Resolution approved by the Program Member’s governing body, to Region 2 ESC, as a condition of membership, as set forth below.
3. Non-governmental Members. In addition to the membership requirements set forth in Paragraph 2 above, all non-governmental entities seeking membership in GoodBuy must produce such documents as may be required from time to time by GoodBuy, to demonstrate each such non-governmental entity is eligible to become a Program Member under applicable law.
4. Membership Term. This Agreement shall be for one calendar year, which shall run from September 1 through August 31 of each calendar year, and shall become effective upon approval by both the Program Member’s governing body, and the Region 2 ESC Board of Directors. This Agreement shall automatically renew for successive one-year terms, unless sooner terminated as provided in this Agreement. The terms and conditions of this Agreement shall apply to the initial term of Membership and all renewals, unless the terms and conditions are modified in writing, and approved by the governing body of GoodBuy, the Region 2 ESC Board of Directors. There is no fee for Program Membership.
5. Termination of Membership. Either the Program Member or Region 2 ESC may elect to non-renew this Agreement by sixty (60) days written notice of non-renewal delivered to the designated representative of the other party, as set forth below. This Agreement may also be terminated by either party upon thirty (30) days prior written notice to the designated representative set forth below, with or without cause. If the Program Member terminates its participation during the term of this Agreement or if GoodBuy terminates participation of the Program Member under any provision of this Article, the Program Member shall bear the full financial responsibility for any purchases by the Program Member occurring after the termination date.



Services Provided by GoodBuy:

GoodBuy will:

- Provide the organization and administrative structure of the program, including all staff necessary for the efficient operation of the program;
- Solicit requests from Program Members for adding categories/commodities and relevant specifications, and quantity demands for goods and services that could be included in the GoodBuy program;
- Prepare specifications for procurement of goods and services to be included in the GoodBuy program;
- Publish solicitations for prices and bids from potential Vendors of goods and services to be included in the GoodBuy program;
- Qualify potential Vendors and their goods or services, based on published bid criteria, and including the conducting of due diligence of potential Vendors;
- Tabulate price quotes, unit prices, and other information provided by potential Vendors of goods and services, to determine awarded Vendors for specific goods and services;
- Making all Vendor background research information and bids, and GoodBuy awarded Vendor contract analysis information available to Program Members;
- Maintain and publish the list of all GoodBuy awarded contracts, including all relevant information about the goods and services available under each awarded Vendor contract; and
- Provide Members with procedures for ordering, delivery, and billing for Member purchases from GoodBuy vendors.

Region 2 ESC is the designated entity that shall supervise the GoodBuy performance of this Agreement.

Any written notice to the GoodBuy Purchasing Cooperative shall be made by first class mail, postage prepaid, and delivered to: GoodBuy Purchasing Cooperative, Education Service Center, Region 2, 209 N. Water St., Corpus Christi, Texas 78401-2528 or by e-mail sent and actually received by GoodBuy to a GoodBuy Relations Representative at goodbuy@esc2.net.

Member Obligations:

- Each Program Member warrants that all Vendor payments, or other disbursements required under this Agreement will be made from current revenues budgeted and available to that Member.
- Program Members commit to purchase goods and services that become part of the official GoodBuy products and services list when it is in the best interest of the member entity.
- Each Program Member agrees to prepare purchase orders or provide other documentation issued to the appropriate vendor from the official awarded Vendor list provided by GoodBuy clearly noting contract number on it, as may be required by Member policy and procedures; provide a copy of each such Purchase Order, or Member approved order confirmation, Vendor Invoice or other proof of purchase for a purchase to the GoodBuy representative no later than 60 business days of the Member purchase from a GoodBuy Vendor;
- Accept shipments of products or delivery of services ordered from vendors in accordance with standard GoodBuy purchasing procedures.



- Pay Vendors in a timely manner for all goods and services received.
- Report promptly in writing to GoodBuy any and all instances in which a Program Member has rejected goods or services delivered to the Member by any awarded GoodBuy Vendor, or has cancelled any previously approved Purchase Order or invoice Order for goods or services to be provided by any awarded GoodBuy Vendor, to the designated GoodBuy representative.
- It is also a condition precedent to the approval of this Agreement for each Program Member by the Board of Directors of Region 2 ESC, that each prospective Program Member shall designate the person or persons who have express authority to represent and bind the Program Members in the administration and operation of this Agreement, with respect to GoodBuy purchasing, and Region 2 ESC will not be obligated to contact any other individual(s) regarding GoodBuy matters. A Program Member may change the designated Member representative listed below at any time by submitting written notice to goodbuy@esc2.net.

Program Member Name: Hays Consolidated Independent School District

Program Member Designated GoodBuy representative(s):

Name: Nicole Turner

Contact Information: Hays CISD

Title: Director of Purchasing

(Address) 21003 IH 35

Email: purchasing@hays4sa.net

City: Kyle

Telephone: 512-268-2141

State: TX, 78640

Facsimile: _____

The Program Member shall provide proof of goods and services purchased via any GoodBuy contract (purchase orders, monthly activity reports, order confirmations, invoices, etc.) to GoodBuy (all purchases conducted through GoodBuy Awarded Vendor contracts). These reports may be modified from time to time as deemed appropriate by GoodBuy.

GENERAL TERMS AND CONDITIONS

- 1. Governing Law and Venue.** The Program Member and GoodBuy agree that this Agreement is governed by the law of the State of Texas and the published policies and procedures of GoodBuy. Any and all suits arising from this Agreement shall be brought in a court of competent jurisdiction and venue shall lie in Nueces County, Texas.
- 2. Cooperation and Access.** The Program Member and GoodBuy agree that they will cooperate in compliance with any reasonable requests for information and/or records made by GoodBuy or the Program Member. GoodBuy reserves the right to audit the relevant records of any Program Member, and vice-versa.
- 3. Defense and Prosecution of Claims.** The ESC shall not be responsible or obligated to defend any claims against the Member or prosecute any claims on behalf of the Member.
- 4. Legal Counsel.** The Region 2 ESC shall not be responsible or obligated to provide or act as legal counsel to the Member with respect to any matter regarding this Agreement.
- 5. Purchase Contracts.** The Region 2 ESC and GoodBuy shall not be a party to any contracts made by the Member for the purchase of goods or services with any vendor through the GoodBuy program.



6. No Warranty. The Region 2 ESC and/or GoodBuy does not warrant, sponsor, or endorse the goods or services of any GoodBuy Vendor.
7. It is the responsibility of the Program Member purchasing from GoodBuy awarded vendors ensure that the applicable purchasing requirements for the Member are met in accordance with all applicable local, state and federal procurement law.
8. Mediation. All claims and disputes arising under this Agreement shall be submitted to non-binding mediation before a neutral mediator in Nueces County, Texas, with the party demanding mediation of a claim being obligated to pay all costs and expenses of mediation.
9. Compliance with Procurement Laws. GoodBuy shall use its best effects to solicit prices for goods and services in compliance with all applicable laws and regulations governing purchase contracts by Members, and will keep a record of its procurement methodology for inspection by any Member. Each Member is responsible for determining, in consultation with its legal counsel, whether purchasing through this cooperative will satisfy the requirements of any applicable law or regulation governing the Program Member.
10. This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.
11. If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect
12. No Party to this Agreement waives or relinquishes any immunity or defense on behalf of itself, its directors, officers, employees, representatives and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.
13. THE GOODBUY PURCHASING COOPERATIVE, ITS ENDORSERS, AND SERVICING CONTRACTORS HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT, OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
14. THE PARTIES AGREE THAT IN REGARD TO ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES
15. **GoodBuy and Region 2 ESC, their ENDORSERS AND SERVICING CONTRACTORS, DO NOT WARRANT THAT THE OPERATION OR USE OF PROGRAM SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.**



Purchasing Program of the Education Service Center, Region 2

16. Merger: The Interlocal Participation Agreement, Board Resolution, Terms and Conditions, and General Provisions represent the complete understanding of the GoodBuy Purchasing Cooperative, and Program Member electing to participate in the Program.

17. Representation of Authorization: By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

TO BE COMPLETED BY THE GOODBUY PURCHASING COOPERATIVE, as acting on behalf of all other Program Members

By: _____ Date: _____
GoodBuy Relations Representative, Region 2 ESC

Email: _____ Telephone: _____

Facsimile: _____

(Name of Program Member)

TO BE COMPLETED BY PROGRAM MEMBER

By: _____ Date: _____
(Signature of authorized representative of Program Member)

**SOUTHEAST TEXAS
PURCHASING
COOPERATIVE**

**Region 5
Education Service
Center**

350 Pine Street
Beaumont, TX 77701
409-951-1766
shughes@esc5.net

**Southeast Texas
Purchasing Cooperative
Membership
Acknowledgement**

Name of ISD: *Hays Consolidated Independent School District*
ISD Purchasing Contact: *Purchasing dept.*
Email: *Purchasing @ hays USD.net*
Phone: *512-268-2141*
Superintendent Signature:

**Member of the SETX Purchasing
Cooperative through Region 5 ESC**

This document shall serve as Hays Consolidated ISD letter of commitment to become a member of the Region 5 Southeast Texas Purchasing Cooperative. It is understood that your school district board of trustees has passed a resolution to join the Co-op and that Region 5 ESC will administer the program. Region 5 ESC will conduct the bid process including advertising, receiving documents, evaluating and awarding vendors. Vendors will be vetted and will be awarded only if SETX Purchasing Co-Op criteria are met including but not limited to state and federal procurement compliance. There will be no cost for the district to join the Southeast Texas Purchasing Co-op. The district will receive annual catalog bids for many different categories of products and services. Other items may be selected for the bid process at the discretion of the Co-op Steering committee. As a member of the Co-op, the superintendent of said ISD will designate one representative who will be the initial contact for all correspondence with SETX Co-Op. Upon Region 5 ESC's receipt of this acknowledgement your districts membership will be in effect until you notify us in writing that you would like to cancel your SETX Co-op membership. Please email all notifications and district contact changes to Taressa Pulido at tpulido@esc5.net.

Region 5 Education Service Center

350 Pine Street
Beaumont, TX 77701
409-951-1766
shughes@esc5.net

***SOUTHEAST TEXAS
PURCHASING
COOPERATIVE***

**Southeast Texas Purchasing
Cooperative Resolution**

RESOLUTION for

WHEREAS, it is the intent of the ISD to join and Participate in the Southeast Texas Purchasing Cooperative Organization administered by the Region 5 Education Service Center (Region 5 ESC).

WHEREAS, authority for this commitment is authorized under Article 44.031 of the Texas Education Code And would allow for substantial savings to be realized by volume purchasing of specific commodity items.

WHEREAS, there will be no cost for said ISD to join the Southeast Texas Purchasing Co-op.

BE IT FURTHER RESOLVED, that the said ISD Board of Trustees hereby joins and elects to participate in the Southeast Texas Purchasing Cooperative organization administered by Region 5 ESC.

BE IT FURTHER RESOLVED, that said ISD Board of Trustees hereby authorizes its superintendent to execute such documents as are appropriate and necessary to implement the ISD's participation in said Cooperative.

Board President's Signature: _____

Board President's Printed Name: _____

Board Secretary's Signature: _____

Board Secretary's Printed Name: _____

Date: _____



**HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES**

Date: May 19, 2025

Agenda Item: O.4

Board Goal: Community Relations

Subject: Consideration and possible approval to grant a Utility Easement to Pedernales Electric Cooperative at McCormick Middle School

Administrator Responsible/Position: Max Cleaver, Chief Operations Officer
Nathan Wensowitch, Exec Dir of Facilities, Construction & Bond Projects

A. Purpose of Agenda Item:

- Action needed Information only Receive input

B. Authority for This Action:

- Local Policy: Law or Rule N/A
CDB (Legal) and (Local) – Sale,
Lease, or Exchange of School-
Owned Property

C. Goal or Need Addressed: Work with local entities to promote safe and effective development.

D. Summary:

- Previous board action relating to this item: N/A
 Future action anticipated: N/A
 Background information: PEC is requesting a 20' wide electrical utility easement, as shown in the attached documents, in order to provide electrical power for the installation of portable buildings at McCormick MS.

E. Comments Received:

- Cabinet DLT FBOC Teacher Org. Reps.
 Other: PEC Staff and O'Connell Robertson Architects Staff

F. Administrative Recommendation: Administration recommends approval of the easement.

Advantages and benefits of this proposal: N/A
Expected results in terms of student benefit/achievement: N/A
Effect of this action on other parts of the system: N/A
Consequences of not approving this recommendation: N/A

G. Fiscal Impact and Cost: \$25,589

- Budget 2021 Bond Grant/Special Funds: Other
 Budget Amendment Needed
Prior Year Spending: N/A
Reasons for rejecting alternatives: N/A
Future/Ongoing: N/A

H. Monitoring and Reporting Time Line:

Person responsible for evaluating this decision or action: Max Cleaver, Nathan Wensowitch
Evaluation method and time line: N/A
Next report to the board: N/A

I. Suggested Motion:

I move that the Hays CISD Board of Trustees grant a utility easement to Pedernales Electric Cooperative at McCormick Middle School, and authorize the Superintendent and/or Board President to execute documents necessary and convenient to complete the project, as presented.

UTILITY EASEMENT

THE STATE OF TEXAS
COUNTY OF HAYS

§
§ **KNOW ALL MEN BY THESE PRESENTS:**
§

The undersigned, **HAYS CISD**, by and through _____, in the capacity of _____, and not individually, hereinafter referred to as "Grantor" (whether _____)

(Printed Name)

(Title)
one or more), for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby GRANT AND CONVEY unto **PEDERNALES ELECTRIC COOPERATIVE, INC.** ("Grantee") whose mailing address is P.O. Box 1, Johnson City, Texas 78636, and its contractors, agents, successors and assigns, a permanent easement and right-of-way ("Easement") as hereinafter described for an overhead and/or underground electric distribution line or lines, including, without limitation, poles, guys and anchors, variable number of wires, cables, conduit, enclosures, switches, steel or concrete boxes, concrete or composite pads, transformers, cable risers; and communication systems, as related to the distribution of electricity, energy, power, light, heat, or energy services; or broadband/communication services or any other services provided only by Grantee or its affiliate; and all necessary or desirable appurtenances related thereto (collectively, the "Facilities"), over, in, under, below, above, through, across and upon the following described lands located in Hays County, Texas (the "Property"):

A tract of land consisting of 51.149 acres of land, more or less, out of the Jesse B. Eaves Survey, Abstract No. 166, in Hays County, Texas, as described in a deed or other instrument recorded in Document Number 10008914 in the Official Real Property Records of Hays County, Texas.

The area of the Easement hereby conveyed for Facilities shall be:

Twenty (20) feet in width, being ten (10) feet on each side of the centerline of the Facilities as built (or twenty (20) feet in total if Facilities are built less than ten (10) feet from a property line) (the "Easement Area") or as more particularly described in Exhibit A if attached hereto. Any Facilities (guys and anchors or pads, transformers, or switches) if installed outside the Easement Area shall be considered part of the Easement Area.

The purpose of the Easement is to place and construct; to re-construct, upgrade, to install and add; to relocate, replace, remove, and repair; and to inspect, patrol, maintain and operate the Facilities; the right to place temporary structures; and further to cut, trim, treat and/or remove from said Easement Area and adjacent lands any and all vegetation and parts thereof, or other obstructions which may endanger, or interfere with establishing and continued access, efficiency, and safety of said lines, systems or their appurtenances.

Grantee has the right of pedestrian, vehicular, and equipment ingress and egress over and under the Property, or any of Grantor's adjacent lands, to and from the Easement Area.

Grantor may not place or construct any structures or other obstacles over, in, under, below, above, across and upon the Easement Area that substantially interfere with the Grantee's use and enjoyment of the Easement Area.

Grantor warrants that Grantor is the owner of the Property and has the authority to execute this Easement.

TO HAVE AND TO HOLD the above-described Easement and rights unto Grantee and its successors and assigns, until this Easement is released by written instrument executed by the Grantee and recorded in the Official Real Property Records of the County or Counties in which the Property is located.

Grantor, Grantor's heirs, legal representatives, and successors and assigns, do hereby bind themselves to warrant and forever defend all and singular the above-described Easement and rights unto Grantee its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

[Remainder of page intentionally left blank]

The undersigned has executed this Easement to be effective as of the _____ day of _____, 20____.

By: _____
(Printed Corporate or Business Name)

(Signature)

(Printed Name)

(Title)

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared

_____, acting on behalf of _____
(Printed Name) (Printed Corporate or Business Name)

and known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that they executed the same on behalf said Business or Corporations for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20____.

Notary Public in and for
The State of Texas

Please Return to:

Pedernales Electric Cooperative, Inc.
Attn: Kyle Planning Department
1810 FM 150
Kyle, Texas 78640

PEDERNALES ELECTRIC COOPERATIVE, INC.
JOHNSON CITY, TEXAS

EXHIBIT "A"

Work Order No.: 177080

Property Owner Name: Hays CISD



This drawing is not to scale and is for descriptive purposes only.

-  Existing Overhead Electric Line
-  Existing Underground Electric Line
-  Proposed Overhead Electric Line

Address: 5700 Dacy Lane, Buda, Texas

**HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES**

Date: May 19, 2025

Agenda Item: O.5

Board Goal: Community Relations

Subject: Consideration and possible approval of Portable Building Relocation and Related Services

Administrator Responsible/Position: Max Cleaver, Chief Operations Officer
Nathan Wensowitch, Exec Dir of Facilities Construction & Bond Projects
Albert Flores, Director of Mechanical, Electrical, and Plumbing

A. Purpose of Agenda Item:

- Action needed Information only Receive input

B. Authority for This Action:

- Local Policy: Law or Rule N/A
CV (Legal) and (Local): Facilities
Construction

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

D. Summary:

- Previous board action relating to this item: N/A
 Future action anticipated: N/A
 Background information: Several portable buildings must be moved for the Additions and Renovations at Kyle Elementary School and Tom Green Elementary School.

Four buildings will be relocated to McCormick Middle School as part of this work effort. Staff has identified the four buildings as HP36 & HP37 at TGES and HP61 & HP62 at KES.

Three other portable building will be relocated under CMAR contracts including two buildings to Sunfield ES and one building to the data center.

Staff has estimated the various components of the work for the MMS portable buildings in the following table:

E. Comments Received:

- Cabinet DLT FBOC Other: Maintenance Staff, PEC Staff

F. Administrative Recommendation: Administration recommends approval of multiple vendors as shown in the table.

Advantages and benefits of this proposal: N/A
Expected results in terms of student benefit/achievement: N/A
Effect of this action on other parts of the system: N/A
Consequences of not approving this recommendation: N/A

G. Fiscal Impact and Cost: \$270,897

Budget

2021 Bond

Grant/Special Funds:

Other

Budget Amendment Needed

Contractor	Description	Location	Cost
R.L. Hicks	Relocate four portable Buildings to MMS	KES HP 61-62 TGES HP 36-37	\$48,534
Kyle Landscaping Service	Grading & compaction of road base at MMS, Remove/reinstall portable skirting, Remove and dispose of old ramps, install temporary fencing, install concrete sidewalks.	KES TGES MMS	\$89,478
Redd Team	Aluminum ramp (material only)	MMS	\$51,166
Arce	Installation of aluminum ramps (labor only)	MMS	\$7,200
Magpie Electrical Service	New electrical service and portable hook up	MMS	\$25,455
Burcham Environmental Services	TDSHS Asbestos/Demolition notification	KES TGES MMS	\$4,075
Pedernales Electric Coop	Provide overhead electrical service	MMS	\$25,589
Hays CISD	MEP Building Material		\$6,500
	Sub-Total		\$257,997
	Contingency 5%		\$12,900
	Total		\$270,897

H. Monitoring and Reporting Time Line:

Person responsible for evaluating this decision or action: Max Cleaver, Nathan Wensowitch, Albert Flores

Evaluation method and time line: N/A

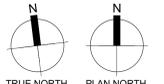
Next report to the board: N/A

I. Suggested Motion:

I move that the Hays CISD Board of Trustees approve portable building relocation and related services from the vendors listed within the transmittal document for a combined amount not to exceed \$270,897, as presented.



1 SITE PLAN
SCALE: 1" = 30'-0"



HAYS CISD
MCCORMICK MIDDLE SCHOOL
 5700 DACY LANE, BUDA, TX 78610

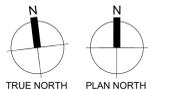
FOR INTERIM REVIEW
 NOT FOR REGULATORY APPROVAL,
 PERMITTING, OR CONSTRUCTION.
 RESPONSIBLE ARCHITECT:
 DOUGLAS DAWSON
 28410

Revisions:		
NO.	DESCRIPTION	DATE

03/05/25
 Project No. 2329_14
**INFORMATIONAL
 DIAGRAM**



1 SITE PLAN
SCALE: 1" = 30'-0"



HAYS CISD
MCCORMICK MIDDLE SCHOOL
 5700 DACY LANE, BUDA, TX 78610

FOR INTERIM REVIEW
 NOT FOR REGULATORY APPROVAL,
 PERMITTING OR CONSTRUCTION.
 RESPONSIBLE ARCHITECT:
 DOUGLAS DAWSON
 28410

NO.	DESCRIPTION	DATE

03/05/25
 Project No. 2329_14
**INFORMATIONAL
 DIAGRAM**

ARCHITECTURAL SITE
 PLAN
A1.2

**HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES**

Date: May 19, 2025

Agenda Item: O.6

Board Goal: Community Relations

Subject: Consideration and possible approval of the Guaranteed Maximum Price for 2025 Bond Renovations and Additions to Hemphill Elementary School and Simon Middle School

Administrator Responsible/Position: Max Cleaver, Chief Operations Officer
Nathan Wensowitch, Exec Dir of Facilities Construction & Bond Programs

A. Purpose of Agenda Item:

Action needed Information only Receive input

B. Authority for This Action:

Local Policy: Law or Rule N/A

CVD: Facilities Construction –
Construction Manager-at-Risk

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

D. Summary:

Previous board action relating to this item: On September 24, 2024, the Board reviewed the schematic designs and associated pricing for potential 2025 Bond projects (2023 Bond BP 12 for planning) including Simon MS and Hemphill ES. On October 28, 2024, the Board approved for further consideration the schematic design for the 2023 Bond Bid Package 12 Projects and middle school renovations and additions. On January 27, 2025 the Board approved for further consideration the design development (DD) for 2023 Bond Bid Package 12 Projects at Kyle ES, Tom Green ES, Hemphill ES, Fuentes ES, Wallace MS, Chapa MS, and Simon MS.

Future action anticipated: N/A

Background information: The 2023 Bond BP 12 contained provisions for design work at multiple campuses that generated real cost estimates for the 2025 Bond Program. In April 2023, the Board selected Construction Manager at Risk (CMAR) as the method of procurement and Bartlett Cocke as the contractor for this work. Due to the proximity of these campuses, staff recommends utilizing a single contractor and one GMP contract to complete the work as one project. OCR will provide select construction documents, and Bartlett Cocke will provide updated pricing information. Staff anticipates reviewing this information with the FBOC on May 14, 2025.

E. Comments Received:

Cabinet DLT FBOC Teacher Org. Reps. Other:

F. Administrative Recommendation: Administration recommends approval of the GMP

Advantages and benefits of this proposal: N/A
Expected results in terms of student benefit/achievement: N/A
Effect of this action on other parts of the system: N/A
Consequences of not approving this recommendation: N/A

G. Fiscal Impact and Cost: \$26,929,942

Hemphill ES: \$14,886,437; Simon MS: \$12,043,505

Budget 2025 Bond Grant/Special Funds: Other

Budget Amendment Needed

Prior Year Spending: N/A 109

Reasons for rejecting alternatives: N/A

Future/Ongoing: N/A

H. Monitoring and Reporting Time Line:

Person responsible for evaluating this decision or action: Max Cleaver, Nathan Wensowitch

Evaluation method and time line: N/A

Next report to the board: The project team will post weekly project reports once construction begins

I. Suggested Motion:

I move that the Hays CISD Board of Trustees approve the Guaranteed Maximum Price (GMP) from Bartlett Cocker Construction Company in the amount of \$26,929,942 for the 2025 Bond Renovations and Additions to Simon Middle School and Hemphill Elementary School, designed by O'Connell Robertson Architects, as presented.

2025 Bond Cost Information
Prepared for May 19, 2025

HES	SD Estimate 10/8/2024	DD 1-10-25	GMP 4-28-25	GMP 5-2-2025		
Construction CR Addition and Parking	\$12,408,727	\$12,182,779	\$14,877,686	\$14,886,437	GMP	
Construction: Library Reno	\$1,581,268	\$3,800,779	\$0		Included with GMP	
Construction: Admin Reno	\$944,833	\$0	\$0	\$0	Included with GMP	
Construction: Café Reno	\$1,346,133	\$0	\$0	\$0	Included with GMP	
Construction: Music Reno	\$481,497	\$0	\$0	\$0	Included with GMP	
Construction: Cap Improvements	\$471,286	\$23,916	\$0	\$1	Included with GMP	
Architect	\$718,862	\$633,023	\$553,938	\$554,551	Total includes reduction from 2023 Design Fees	\$487,500
FFE	\$1,206,362	\$1,120,523	\$1,041,438	\$1,042,051		
Infr and Fees	\$517,012	\$480,224	\$446,331	\$446,593		
Contingency	\$517,012	\$1,951,748	\$3,273,600	\$3,263,361		
Total	\$20,192,993	\$20,192,993	\$20,192,993	\$20,192,993		

2025 Bond Cost Information
Prepared for May 19, 2025

SMS	SD Estimate 10/14/24	DD Estimate 1-6-2025	GMP 4-28-2025	GMP 5-2-2025	
Construction Classrooms Build	\$8,084,190	\$7,870,416	\$12,227,499	\$12,043,505	GMP
Construction Turf Field	\$2,029,454	\$2,029,454	\$2,029,454	\$2,029,454	Not in GMP
Construction: Performing Arts Bldg	\$5,023,731	\$4,699,420	\$0	\$0	Included in GMP
Construction: Renovation	\$1,539,021	\$2,207,223	\$0	\$0	Included in GMP
Architect	\$767,348	\$776,456	\$597,987	\$585,107	Total includes deduct from May 20, 2024 Reimbursement Resolution \$400,000
FFE	\$1,167,348	\$1,176,456	\$997,987	\$985,107	
Infr and Fees	\$500,292	\$504,195	\$427,709	\$422,189	
Contingency	\$500,292	\$348,055	\$3,331,040	\$3,546,313	
Total	\$19,611,675	\$19,611,675	\$19,611,675	\$19,611,675	



**HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
SIMON MIDDLE SCHOOL/HEMPHILL ELEMENTARY
SCHOOL ADDITIONS & RENOVATIONS**

**GUARANTEED MAXIMUM PRICE PROPOSAL
MAY 2, 2025**

3330 CASEYBRIDGE COURT AUSTIN, TX 78744
(512)-326-4223
WWW.BARTLETTCOCKE.COM

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HCISD

SIMON MS/HEMPHILL ES ADDITIONS & RENOVATIONS

TABLE OF CONTENTS

1. EXECUTIVE SUMMARY
2. LIST OF DOCUMENTS
3. GUARANTEED MAXIMUM PRICE SUMMARY
4. GMP CLARIFICATIONS AND ASSUMPTIONS
5. SITE LOGISTICS PLAN
6. SCHEDULE

EXECUTIVE SUMMARY

SIMON MS EXPANSION includes a single-story academic addition and a single-story weight room and Fine Arts addition totaling about 19,800 GSF, interior renovations for Administration, Art and Athletics locker rooms totaling about 4,900 GSF, on-site berm modifications, a new drive loop and all associated site work.

HEMPHILL ES EXPANSION includes a single-story 5th grade academic addition, interior renovations for Cafeteria, Library, Music, and Administrative rooms, on-site parking modifications and all associated site work.

The following is a cost and schedule summary of detail within the Report.

GMP SUMMARY AND SCHEDULE

COST OF WORK	\$22,201,369
INSURANCE	\$276,185
PAYMENT & PERFORMANCE BOND	WITH GC'S
PERMITS & FEES	BY OWNER
GENERAL CONDITIONS	\$2,113,003
CM CONSTRUCTION CONTINGENCY (2.00%)	\$538,599
OWNER CONTINGENCY (2.00%)	\$538,599
TARIFF ALLOWANCE (1.00%)	\$269,299
PRECONSTRUCTION SERVICES	\$104,000
<u>CONSTRUCTION PHASE FEE (3.45%)</u>	<u>\$888,888</u>
TOTAL GMP	\$26,929,942
Simon MS	\$12,043,505
Hemphill ES	\$14,886,437
CONSTRUCTION SCHEDULE SUMMARY	15 MONTHS
NOTICE TO PROCEED WITH CONSTRUCTION	May 27, 2025
SUBSTANTIAL COMPLETION	August 12, 2026

LIST OF DOCUMENTS

THE LIST OF DOCUMENTS tracks each document (Drawing, Specification, etc.) issued and received.

		100CD	Addendum 01
Dated		3/20/2025	4/10/2025
Issued		3/20/2025	4/10/2025
DRAWINGS			
A1.0	ARCHITECTURAL DEMO SITE PLAN	x	
A1.1	ARCHITECTURAL SITE PLAN	x	
A1.2	ARCHITECTURAL SITE DETAILS	x	
A1.3	ARCHITECTURAL SITE DETAILS	x	
A10.0	FINISHES, TRANSITIONS & PATTERNS	x	
A10.1	ROOM FINISH PLAN - COMPOSITE	x	
A10.1B	ROOM FINISH PLAN - AREA B	x	x
A10.1C	ROOM FINISH PLAN - AREA C	x	
A10.1D	ROOM FINISH PLAN - AREA D	x	
A10.1E	ROOM FINISH PLAN - AREA E	x	
A10.7	INTERIOR SIGN TYPE LEGENDS	x	
A10.8	INTERIOR SIGN TYPE PLAN	x	
A11.1	INTERIOR ELEVATIONS	x	
A11.2	INTERIOR ELEVATIONS	x	
A11.3	INTERIOR ELEVATIONS	x	
A11.4	INTERIOR ELEVATIONS	x	
A12.1	CASEWORK SECTIONS	x	
A12.2	CASEWORK SECTIONS	x	
A12.3	ENLARGED DETAILS		
A2.0	COMPOSITE DEMOLITION FLOOR PLAN	x	
A2.1	ENLARGED DEMOLITION FLOOR PLAN	x	
A3.0	COMPOSITE FLOOR PLAN	x	
A3.1B	FLOOR PLAN - AREA B	x	
A3.1C	FLOOR PLAN - AREA C	x	x
A3.1D	FLOOR PLAN - AREA D	x	x
A3.1E	FLOOR PLAN - AREA E	x	
A3.2D	EQUIPMENT PLATFORM - AREA D	x	
A3.7	COMPOSITE ROOF PLAN	x	
A3.8	ENLARGED PLANS	x	
A4.1	EXTERIOR ELEVATIONS	x	x
A4.2	MOCK UP WALL	x	
A4.3	BUILDING SECTIONS	x	
A4.4	BUILDING SECTIONS		
A5.1	EXTERIOR WALL SECTIONS	x	
A5.2	EXTERIOR WALL SECTIONS		
A6.1	EXTERIOR DETAILS	x	x
A6.2	EXTERIOR DETAILS	x	
A6.3	EXTERIOR DETAILS	x	x
A6.4	EXTERIOR DETAILS	x	x
A6.5	EXTERIOR DETAILS	x	x
A6.6	FIRE WALL DETAILS	x	x
A6.7	FIRE WALL DETAILS	x	x
A7.1	PARTITION TYPES	x	
A7.3	PARTITION DETAILS	x	
A7.4	PARTITION DETAILS		
A7.5	PARTITION DETAILS	x	
A7.6	DOOR SCHEDULE	x	x
A7.7	FRAME TYPES		
A7.8	INTERIOR FRAME DETAILS		
A8.1	STAIR AND RAILING	x	
A9.1	REFLECTED CEILING PLAN - COMPOSITE	x	
A9.1A	REFLECTED CEILING PLAN - AREA A		
A9.1B	REFLECTED CEILING PLAN - AREA B	x	
A9.1C	REFLECTED CEILING PLAN - AREA C	x	
A9.1D	REFLECTED CEILING PLAN - AREA D	x	
A9.1E	REFLECTED CEILING PLAN - AREA E	x	
A9.7	RCP DETAILS	x	
C0.00	TITLE SHEET		
C0.10	SCOPE OF WORK OVERVIEW	x	
C0.20	CONSTRUCTION NOTES	x	x

		100CD	Addendum 01
Dated		3/20/2025	4/10/2025
Issued		3/20/2025	4/10/2025
C1.00	EXISTING CONDITIONS & DEMOLITION PLAN	x	
C1.10	FIRE PROTECTION PLAN	x	
C2.00	EROSION & SEDIMENTATION CONTROL PLAN	x	x
C3.00	OVERALL DIMENSIONAL CONTROL PLAN	x	
C3.01	ENLARGED DIMENSIONAL CONTROL PLAN	x	x
C3.02	ENLARGED DIMENSIONAL CONTROL PLAN	x	x
C3.03	ENLARGED DIMENSIONAL CONTROL PLAN	x	x
C4.00	UTILITY PLAN	x	
C5.00	OVERALL DRAINAGE & GRADING PLAN	x	
C5.01	ENLARGED DRAINAGE & GRADING PLAN	x	
C5.02	ENLARGED DRAINAGE & GRADING PLAN	x	
C5.03	ENLARGED DRAINAGE & GRADING PLAN	x	
C6.00	EROSION & SEDIMENTATION DETAILS	x	
C6.01	SITE DETAILS		
C6.01	SITE DETAILS (1 OF 2)	x	
C6.01	SITE DETAILS (1 OF 2)		x
C6.02	UTILITY DETAILS (1 OF 2)		
C6.02	SITE DETAILS (2 OF 2)	x	
C6.02	SITE DETAILS (2 OF 2)		x
C6.03	UTILITY DETAILS (2 OF 2)		
C6.03	UTILITY DETAILS (1 OF 2)	x	
C6.03	UTILITY DETAILS (1 OF 2)		x
C6.04	UTILITY DETAILS (2 OF 2)	x	x
C6.05	STORM DRAIN DETAILS	x	x
E1.1	ELECTRICAL NOTES, SYMBOLS AND ABBREVIATIONS	x	
E1.2	ELECTRICAL SITE DEMOLITION PLAN	x	
E1.3	ELECTRICAL SITE PLAN	x	
E1.5	ELECTRICAL COMPOSITE PLAN	x	
E2.1	ELECTRICAL DEMOLITION PLAN - AREA A	x	
E2.2	ELECTRICAL DEMOLITION PLAN - AREA B	x	
E2.3	ELECTRICAL DEMOLITION PLAN - AREA C	x	
E2.4	ELECTRICAL DEMOLITION PLAN - AREA E	x	
E3.1	ELECTRICAL POWER PLAN - AREA A	x	
E3.2	ELECTRICAL POWER PLAN - AREA B	x	
E3.3	ELECTRICAL POWER PLAN - AREA C	x	
E3.4	ELECTRICAL POWER PLAN - AREA D	x	
E3.5	ELECTRICAL POWER PLAN - AREA E	x	
E3.6	ELECTRICAL POWER PLAN - AREA D MEZZANINE	x	
E4.1	LIGHTING PLAN - AREA A	x	
E4.2	LIGHTING PLAN - AREA B	x	
E4.3	LIGHTING PLAN - AREA C	x	
E4.4	LIGHTING PLAN - AREA D	x	
E4.5	LIGHTING PLAN - AREA E	x	
E4.6	LIGHTING PLAN - AREA D MEZZANINE	x	
E5.1	SPECIAL SYSTEM PLAN - AREA A	x	
E5.2	SPECIAL SYSTEM PLAN - AREA B	x	
E5.3	SPECIAL SYSTEM PLAN - AREA C	x	
E5.4	SPECIAL SYSTEM PLAN - AREA D	x	
E5.5	SPECIAL SYSTEM PLAN - AREA E	x	
E5.6	SPECIAL SYSTEM PLAN - AREA D MEZZANINE	x	
E6.1	ELECTRICAL ENLARGED PLANS	x	
E7.1	ELECTRICAL ONE-LINE DIAGRAM	x	x
E8.1	LIGHTING SCHEDULES	x	
E8.2	ELECTRICAL SCHEDULES	x	
E8.3	ELECTRICAL PANEL SCHEDULES	x	x
E8.4	ELECTRICAL PANEL SCHEDULES	x	
E9.1	ELECTRICAL DETAILS	x	
FP1.1	FIRE PROTECTION NOTES, SYMBOLS AND ABBREVIATIONS	x	
FP2.1A	FIRE PROTECTION DEMOLITION PLAN - AREA A		
FP2.1B	FIRE PROTECTION DEMOLITION PLAN - AREA B		
FP2.1C	FIRE PROTECTION DEMOLITION PLAN - AREA C		
FP2.1E	FIRE PROTECTION DEMOLITION PLAN - AREA E		
FP3.1	FIRE PROTECTION PLAN - AREA C	x	
FP3.1A	FIRE PROTECTION PLAN - AREA A		

		100CD	Addendum 01
Dated		3/20/2025	4/10/2025
Issued		3/20/2025	4/10/2025
FP3.1B	FIRE PROTECTION PLAN - AREA B		
FP3.1D	FIRE PROTECTION PLAN - AREA D		
FP3.1E	FIRE PROTECTION PLAN - AREA E		
G1.0	COVER SHEET	x	
G1.1	DRAWING INDEX AND SYMBOLS	x	
G1.2	PHASING INFORMATION	x	x
G1.3	3D VIEWS - OVERALL	x	x
G1.4	3D VIEWS - OVERALL	x	x
G2.1	ADULT TAS ACCESSIBILITY	x	
G2.2	TYPICAL SPACE LAYOUTS WITH ACCESSORIES AND EQUIPMENT	x	
G2.3	TYPICAL SPACE LAYOUTS WITH ACCESSORIES AND EQUIPMENT - CHILD	x	
IR0.00	IRRIGATION NOTES & SCHEDULE	x	
IR1.00	OVERALL IRRIGATION PLAN	x	
IR1.01	IRRIGATION PLAN	x	
IR5.01	IRRIGATION DETAILS	x	
IR5.02	IRRIGATION DETAILS	x	
LA0.00	LANDSCAPE NOTES & SCHEDULE	x	
LA1.00	OVERALL LANDSCAPE PLAN	x	
LA1.01	LANDSCAPE PLAN	x	
LA5.01	LANDSCAPE DETAILS	x	
LS1.1	CODE INFORMATION	x	
LS1.2	ALLOWABLE AREAS	x	
LS1.3	LIFE SAFETY INFORMATION	x	
M1.1	MECHANICAL NOTES, SYMBOLS AND ABBREVIATIONS	x	
M2.1A	MECHANICAL DEMOLITION PLAN - AREA A	x	
M2.1B	MECHANICAL DEMOLITION PLAN - AREA B	x	
M2.1C	MECHANICAL DEMOLITION PLAN - AREA C	x	
M2.1E	MECHANICAL DEMOLITION PLAN - AREA E	x	x
M3.1A	MECHANICAL PLANS - AREA A	x	
M3.1B	MECHANICAL PLANS - AREA B	x	
M3.1C	MECHANICAL PLANS - AREA C	x	
M3.1D	MECHANICAL PLANS - AREA D	x	
M3.1E	MECHANICAL PLANS - AREA E	x	x
M3.2D	MECHANICAL MEZZANINE PLAN - AREA D	x	
M3.3B	MECHANICAL ROOF PLAN - AREA B	x	
M3.3D	MECHANICAL ROOF PLAN - AREA D	x	
M6.1	PIPING DIAGRAMS	x	
M7.1	MECHANICAL CONTROLS	x	
M7.2	MECHANICAL CONTROLS	x	
M7.3	MECHANICAL CONTROLS	x	
M8.1	MECHANICAL SCHEDULES	x	
M8.2	MECHANICAL SCHEDULES	x	
M9.1	MECHANICAL DETAILS	x	
M9.2	MECHANICAL DETAILS	x	
M9.3	MECHANICAL DETAILS	x	
M9.4	MECHANICAL DETAILS	x	
P1.1	PLUMBING NOTES, SYMBOLS AND ABBREVIATIONS	x	
P1.2	PLUMBING SITE PLAN	x	
P2.1A	PLUMBING DEMOLITION PLAN - AREA A	x	
P2.1B	PLUMBING DEMOLITION PLAN - AREA B	x	
P2.1C	PLUMBING DEMOLITION PLAN - AREA C		
P2.1D	PLUMBING DEMOLITION PLAN - AREA E	x	
P3.0A	PLUMBING UNDERFLOOR PLAN - AREA A	x	
P3.0B	PLUMBING UNDERFLOOR PLAN - AREA B	x	
P3.0C	PLUMBING UNDERFLOOR PLAN - AREA C	x	
P3.0D	PLUMBING UNDERFLOOR PLAN - AREA D	x	
P3.0E	PLUMBING UNDERFLOOR PLAN - AREA E	x	
P3.1A	PLUMBING PLAN - AREA A	x	
P3.1B	PLUMBING PLAN - AREA B	x	
P3.1C	PLUMBING PLAN - AREA C	x	
P3.1D	PLUMBING PLAN - AREA D	x	
P3.1E	PLUMBING PLAN - AREA E	x	
P4.1	PLUMBING ENLARGED PLANS	x	
P5.1	PLUMBING DETAILS	x	

		100CD	Addendum 01
		Dated	3/20/2025
		Issued	3/20/2025
			4/10/2025
			4/10/2025
P5.2	PLUMBING DETAILS	x	
P6.1	PLUMBING SCHEDULES	x	
S0.0	GENERAL NOTES	x	x
S0.1	GENERAL NOTES	x	
S0.2	TYPICAL FOUNDATION DETAILS	x	x
S0.3	TYPICAL FRAMING DETAILS	x	x
S0.4	TYPICAL MASONRY DETAILS	x	
S0.5	ISOMETRIC VIEW	x	
S0.6	ROOF DECK PLAN		x
S0.7	ROOF UPLIFT PLAN		x
S1.1	FOUNDATION PLAN - AREA B	x	
S1.2	FOUNDATION PLAN - AREA D	x	
S1.3	FOUNDATION PLAN - AREA B	x	
S1.4	FOUNDATION PLAN - AREA D	x	x
S2.1	MEZZANINE FRAMING PLAN - AREA D	x	
S2.2	ROOF FRAMING PLAN - AREA D		x
S3.1	FOUNDATION DETAILS	x	x
S4.1	FRAMING DETAILS	x	x
T0.0	TECHNOLOGY - INDEX SHEET	x	
T2.0	TECHNOLOGY - COMPOSITE DEMOLITION FLOOR PLAN	x	
T3.0	TECHNOLOGY - COMPOSITE FLOOR PLAN	x	
T3.1B	TECHNOLOGY - FLOOR PLAN - AREA B	x	x
T3.1C	TECHNOLOGY - FLOOR PLAN - AREA C	x	
T3.1D	TECHNOLOGY - FLOOR PLAN - AREA D	x	
T3.1E	TECHNOLOGY - FLOOR PLAN - AREA E	x	x
T4.0	TECHNOLOGY - ENLARGEMENTS	x	
T5.0	TECHNOLOGY - DETAILS	x	
T5.1	TECHNOLOGY - DETAILS	x	
T5.2	TECHNOLOGY - DETAILS	x	
T6.0	TECHNOLOGY - SECURITY DETAILS	x	
T6.1	TECHNOLOGY - SECURITY DETAILS	x	
T7.0	TECHNOLOGY - AV DETAILS	x	x
T7.1	TECHNOLOGY - AV DETAILS	x	

		100CD	Addendum 01
Dated		3/20/2025	4/10/2025
Issued		3/20/2025	4/10/2025
DRAWINGS			
A1.0	ARCHITECTURAL DEMO SITE PLAN	x	
A1.1	ARCHITECTURAL SITE PLAN	x	
A1.2	ARCHITECTURAL SITE DETAILS	x	
A1.3	ARCHITECTURAL SITE DETAILS	x	
A10.0	FINISHES, TRANSITIONS & PATTERNS	x	
A10.1	COMPOSITE FINISH FLOOR PLAN	x	x
A10.2	ROOM FINISH PLAN AREA A & B	x	x
A10.3	ROOM FINISH PLAN AREA C, H, & K	x	x
A11.1	INTERIOR ELEVATIONS	x	
A11.2	INTERIOR ELEVATIONS	x	
A11.3	INTERIOR ELEVATIONS	x	
A12.1	CASEWORK SECTIONS	x	
A12.2	CASEWORK SECTIONS	x	
A13.0	INTERIOR SIGN TYPE LEGEND	x	
A13.2	INTERIOR SIGN TYPE PLAN	x	
A13.3	INTERIOR SIGN TYPE PLAN	x	
A2.0	COMPOSITE DEMOLITION FLOOR PLAN	x	
A2.1	ENLARGED DEMOLITION FLOOR PLAN	x	
A3.0	COMPOSITE FLOOR PLAN	x	x
A3.1	FLOOR PLAN - AREA A & B	x	x
A3.2	FLOOR PLAN - AREA C, H & K	x	x
A3.3	ENLARGED PLAN	x	x
A3.6	COMPOSITE ROOF PLAN	x	
A3.7	ENLARGED ROOF PLANS	x	x
A4.1	EXTERIOR ELEVATIONS	x	x
A4.2	MOCKUP WALL	x	
A4.3	BUILDING SECTIONS - AREA A & B	x	x
A4.4	BUILDING SECTIONS - AREA C, H & K	x	x
A5.1	EXTERIOR WALL SECTIONS	x	x
A6.1	EXTERIOR DETAILS	x	x
A6.2	EXTERIOR DETAILS (STUD BACKUP)	x	
A6.2	EXTERIOR DETAILS (STUD BACKUP)		x
A6.3	EXTERIOR DETAILS (CMU BACKUP)	x	x
A6.4	EXTERIOR DETAILS	x	x
A6.5	EXTERIOR DETAILS	x	x
A6.6	EXTERIOR DETAILS	x	x
A6.7	EXTERIOR DETAILS		x
A7.1	PARTITION TYPES	x	
A7.3	PARTITION DETAILS	x	
A7.6	DOOR SCHEDULE	x	
A9.0	COMPOSITE REFLECTED CEILING PLAN	x	x
A9.1	COMPOSITE REFLECTED CEILING PLAN	x	x
A9.2	REFLECTED CEILING PLAN AREA A & B	x	x
A9.3	REFLECTED CEILING PLAN AREA C, H & K	x	
A9.4	RCP DETAILS	x	
C0.10	SCOPE OF WORK OVERVIEW	x	
C0.20	CONSTRUCTION NOTES	x	x
C1.00	EXISTING CONDITIONS AND DEMOLITION PLAN	x	
C1.10	FIRE PROTECTION PLAN	x	
C2.00	EROSION & SEDIMENTATION CONTROL PLAN	x	
C2.00	EROSION & SEDIMENTATION CONTROL PLAN		x
C3.00	OVERALL DIMENSIONAL CONTROL PLAN	x	
C3.01	ENLARGED DIMENSIONAL CONTROL PLAN	x	x
C3.02	ENLARGED DIMENSIONAL CONTROL PLAN	x	
C3.03	ENLARGED DIMENSIONAL CONTROL PLAN	x	x
C3.04	ENLARGED DIMENSIONAL CONTROL PLAN	x	
C4.00	UTILITY PLAN	x	
C5.00	OVERALL DRAINAGE & GRADING PLAN	x	
C5.01	ENLARGED DRAINAGE & GRADING PLAN	x	
C5.02	ENLARGED DRAINAGE & GRADING PLAN	x	x

		100CD	Addendum 01
Dated		3/20/2025	4/10/2025
Issued		3/20/2025	4/10/2025
C5.03	ENLARGED DRAINAGE & GRADING PLAN	x	
C5.04	ENLARGED DRAINAGE & GRADING PLAN	x	
C5.05	ENLARGED DRAINAGE & GRADING PLAN	x	
C5.06	ENLARGED DRAINAGE & GRADING PLAN	x	
C6.00	EROSION & SEDIMENTATION DETAILS	x	
C6.01	SITE DETAILS (1 OF 2)	x	
C6.02	UTILITY DETAILS (1 OF 2)		
C6.02	SITE DETAILS (2 OF 2)	x	
C6.03	UTILITY DETAILS (2 OF 2)		
C6.03	UTILITY DETAILS (1 OF 2)	x	
C6.03	UTILITY DETAILS (1 OF 2)		x
C6.04	BASIN & DRAINAGE DETAILS		
C6.04	UTILITY DETAILS (2 OF 2)	x	
C6.04	UTILITY DETAILS (2 OF 2)		x
C6.05	BASIN & DRAINAGE DETAILS	x	
E1.1	ELECTRICAL NOTES, SYMBOLS AND ABBREVIATIONS	x	
E1.2	ELECTRICAL SITE PLAN	x	
E1.4	ELECTRICAL COMPOSITE PLAN	x	
E2.1	ELECTRICAL FIRST FLOOR DEMOLITION PLAN - AREA A	x	
E2.2	ELECTRICAL FIRST FLOOR DEMOLITION PLAN - AREA C	x	
E2.3	ELECTRICAL ROOF DEMOLITION PLAN - AREA C	x	
E2.4	ELECTRICAL DEMOLITION PLAN - AREA K	x	
E2.5	ELECTRICAL ROOF DEMOLITION PLAN - AREA C	x	
E3.1	ELECTRICAL FIRST FLOOR POWER PLAN - AREA A	x	
E3.2	ELECTRICAL FIRST FLOOR POWER PLAN - AREA B	x	
E3.3	ELECTRICAL FIRST FLOOR POWER PLAN - AREA C	x	
E3.4	ELECTRICAL FIRST FLOOR POWER PLAN - AREA H	x	
E3.5	ELECTRICAL ROOF PLAN - AREA B	x	
E3.6	ELECTRICAL ROOF PLAN - AREA C	x	
E3.7	ELECTRICAL ROOF PLAN - AREA H	x	
E3.8	ELECTRICAL ROOF PLAN - AREA K	x	
E4.1	FIRST FLOOR LIGHTING PLAN - AREA A	x	
E4.2	FIRST FLOOR LIGHTING PLAN - AREA B	x	
E4.3	FIRST FLOOR LIGHTING PLAN - AREA C	x	
E4.4	FIRST FLOOR LIGHTING PLAN - AREA H	x	
E4.5	LIGHTING PLAN - AREA K	x	
E5.1	ELECTRICAL FIRST FLOOR SPECIAL SYSTEMS PLAN - AREA A	x	
E5.2	ELECTRICAL FIRST FLOOR SPECIAL SYSTEMS PLAN - AREA B	x	
E5.3	ELECTRICAL FIRST FLOOR SPECIAL SYSTEMS PLAN - AREA C	x	
E5.4	ELECTRICAL FIRST FLOOR SPECIAL SYSTEMS PLAN - AREA H	x	
E5.5	SPECIAL SYSTEMS PLAN - AREA K	x	
E6.1	ENLARGED ELECTRICAL PLANS	x	
E6.2	ENLARGED ELECTRICAL PLANS	x	
E7.1	ELECTRICAL ONE-LINE DIAGRAM	x	
E8.1	LIGHTING SCHEDULES	x	
E8.2	ELECTRICAL SCHEDULES	x	
E8.3	ELECTRICAL PANEL SCHEDULES	x	x
E8.4	ELECTRICAL PANEL SCHEDULES	x	
E9.1	ELECTRICAL DETAILS	x	
FP1.1	FIRE PROTECTION NOTES, SYMBOLS AND ABBREVIATIONS	x	
FP3.1	FIRST FLOOR FIRE PROTECTION PLAN	x	
G1.0	COVER SHEET	x	
G1.1	DRAWING INDEX AND SYMBOLS	x	x
G1.2	PHASING INFORMATION	x	
G1.3	3D VIEWS - OVERALL	x	
G1.4	3D VIEWS - OVERALL	x	
G2.1	ADULT TAS ACCESSIBILITY	x	
G2.2	TYPICAL SPACE LAYOUTS WITH ACCESSORIES AND EQUIPMENT	x	
IR0.00	IRRIGATION NOTES & SCHEDULE	x	
IR1.00	OVERALL IRRIGATION PLAN	x	
IR1.01	IRRIGATION PLAN	x	
IR5.01	IRRIGATION DETAILS	x	
IR5.02	IRRIGATION DETAILS	x	
LA0.00	LANDSCAPE NOTES & SCHEDULE	x	x

		100CD	Addendum 01
Dated		3/20/2025	4/10/2025
Issued		3/20/2025	4/10/2025
LA1.00	OVERALL LANDSCAPE PLAN	x	x
LA1.01	LANDSCAPE PLAN	x	x
LA5.01	LANDSCAPE DETAILS	x	
LS1.1	CODE INFORMATION	x	
LS1.2	ALLOWABLE AREAS	x	
LS1.3	FIREPROOFING PLANS	x	
M1.1	MECHANICAL NOTES, SYMBOLS AND ABBREVIATIONS	x	
M2.1A	MECHANICAL FIRST FLOOR DEMOLITION PLAN - AREA A	x	
M2.1C	MECHANICAL FIRST FLOOR DEMOLITION PLAN - AREA C	x	
M2.1K	MECHANICAL FIRST FLOOR DEMOLITION PLAN - AREA K	x	
M2.2A	MECHANICAL SECOND FLOOR DEMOLITION PLAN - AREA A	x	
M2.2C	MECHANICAL SECOND FLOOR DEMOLITION PLAN - AREA C	x	
M2.3A	MECHANICAL ROOF DEMOLITION PLAN - AREA A	x	
M2.3C	MECHANICAL ROOF DEMOLITION PLAN - AREA C	x	
M3.1A	MECHANICAL FIRST FLOOR PLAN - AREA A	x	
M3.1B	MECHANICAL FIRST FLOOR PLAN - AREA B	x	
M3.1C	MECHANICAL FIRST FLOOR PLAN - AREA C	x	
M3.1H	MECHANICAL FIRST FLOOR PLAN - AREA H	x	x
M3.1K	MECHANICAL FIRST FLOOR DUCTWORK PLAN - AREA K	x	
M3.2C	MECHANICAL SECOND FLOOR PLAN - AREA C	x	
M3.3A	MECHANICAL ROOF PLAN - AREA A	x	
M3.3B	MECHANICAL ROOF PLAN - AREA B	x	
M3.3C	MECHANICAL ROOF PLAN - AREA C	x	
M3.3H	MECHANICAL ROOF PLAN - AREA H	x	
M3.3K	MECHANICAL ROOF PLAN - AREA K	x	
M7.1	MECHANICAL CONTROLS	x	
M7.2	MECHANICAL CONTROLS	x	
M7.3	MECHANICAL CONTROLS	x	
M8.1	MECHANICAL SCHEDULES	x	x
M9.1	MECHANICAL DETAILS	x	
M9.2	MECHANICAL DETAILS	x	
M9.3	MECHANICAL DETAILS	x	
P1.1	PLUMBING NOTES, SYMBOLS AND ABBREVIATIONS	x	
P1.2	PLUMBING SITE PLAN	x	
P2.0B	PLUMBING UNDERFLOOR DEMOLITION PLAN - AREA B	x	
P2.1A	PLUMBING FIRST FLOOR DEMOLITION PLAN - AREA D	x	
P2.3C	PLUMBING DEMOLITION ROOF PLAN - AREA C	x	
P3.0B	PLUMBING UNDERFLOOR PLAN - AREA B	x	
P3.0C	PLUMBING UNDERFLOOR PLAN - AREA C	x	
P3.0H	PLUMBING UNDERFLOOR PLAN - AREA H	x	
P3.1A	PLUMBING FIRST FLOOR PLAN - AREA A	x	
P3.1B	PLUMBING FIRST FLOOR PLAN - AREA B	x	
P3.1C	PLUMBING FIRST FLOOR PLAN - AREA C	x	
P3.1E	PLUMBING FIRST FLOOR PLAN - AREA E	x	
P3.1G	PLUMBING FIRST FLOOR PLAN - AREA G	x	
P3.1H	PLUMBING FIRST FLOOR PLAN - AREA H	x	
P3.1K	PLUMBING FIRST FLOOR PLAN - AREA K	x	
P3.2C	PLUMBING SECOND FLOOR PLAN - AREA C	x	
P3.3A	PLUMBING ROOF PLAN - AREA A	x	
P3.3B	PLUMBING ROOF PLAN - AREA B	x	
P3.3C	PLUMBING ROOF PLAN - AREA C	x	
P3.3E	PLUMBING ROOF PLAN - AREA E	x	
P3.3H	PLUMBING ROOF PLAN - AREA H	x	
P4.1	PLUMBING ENLARGED PLANS	x	
P6.1	PLUMBING RISER DIAGRAMS	x	
P7.1	PLUMBING SCHEDULES	x	
P8.1	PLUMBING DETAILS	x	
P8.2	PLUMBING DETAILS	x	
S0.0	GENERAL NOTES	x	
S0.1	GENERAL NOTES	x	
S0.10	ISOMETRIC VIEW - AREA H	x	
S0.2	TYPICAL FOUNDATION DETAILS	x	
S0.3	TYPICAL FOUNDATION DETAILS	x	
S0.4	TYPICAL FRAMING DETAILS	x	

		100CD	Addendum 01
		Dated	3/20/2025
		Issued	3/20/2025
			4/10/2025
			4/10/2025
S0.5	TYPICAL FRAMING DETAILS	x	
S0.6	TYPICAL MASONRY DETAILS	x	
S0.7	ROOF DECK PLAN	x	
S0.8	ROOF UPLIFT PLAN	x	
S0.9	ISOMETRIC VIEW - AREA B	x	
S1.0	COMPOSITE FOUNDATION PLAN	x	
S1.1	FOUNDATION PLAN - AREA B	x	
S1.2	FOUNDATION PLAN - AREA H	x	
S1.3	FOUNDATION PLAN - AREA K	x	
S2.0	COMPOSITE ROOF FRAMING PLAN	x	
S2.1	ROOF FRAMING PLAN - AREA B	x	
S2.2	ROOF FRAMING PLAN - AREA C	x	
S2.3	ROOF FRAMING PLAN - AREA H	x	
S3.1	FOUNDATION DETAILS	x	
S4.1	ROOF FRAMING DETAILS	x	
S5.1	BRACED FRAME ELEVATIONS	x	
T0.0	TECHNOLOGY - INDEX SHEET	x	
T2.0	TECHNOLOGY - COMPOSITE DEMOLITION FLOOR PLAN	x	
T3.0	TECHNOLOGY - COMPOSITE FLOOR PLAN	x	
T3.1	TECHNOLOGY - AREA A & B	x	
T3.2	TECHNOLOGY - AREA C, H, & K	x	
T4.0	TECHNOLOGY - ENLARGEMENTS	x	
T5.0	TECHNOLOGY - DETAILS	x	
T5.1	TECHNOLOGY - DETAILS	x	
T5.2	TECHNOLOGY - DETAILS	x	
T6.0	TECHNOLOGY - SECURITY DETAILS	x	
T6.1	TECHNOLOGY - SECURITY DETAILS	x	
T7.0	TECHNOLOGY - AV DETAILS	x	
T7.1	TECHNOLOGY - AV DETAILS	x	
T7.2	TECHNOLOGY - AV DETAILS	x	



GUARANTEED MAXIMUM PRICE SUMMARY

OUR GMP SUMMARY shows our current GMP by CSI Divisional Breakdown and Major Trades. The GMP is based upon the List of Documents and Estimate Clarifications and Assumptions for the project.



Bid Summary - Simon MS/Hemphill ES
May 1, 2025

100CD GMP				26,929,942	12,043,505	14,886,437
					Breakout #1	Breakout #2
DESCRIPTION				ITEM TOTAL	\$/GSF	DIVISION TOTAL
					Simon MS	Hemphill ES
DIVISION 00 & 01 - GC's, MJC's and ALLOWANCES				512,798		
GC's	General Conditions	see below the line	\$0.00		see below the line	see below the line
01 00 00	Job Requirements	see below	\$0.00		see below	see below
01 00 00	Certified Payroll Processing	6,059	\$0.10		2,710	3,349
01 00 00	Textura Fee	7,150	\$0.12		3,198	3,952
01 00 00	Construction Utility Consumption - Supplemental	44,876	\$0.75		20,069	24,807
01 00 00	Sanitary Facilities - Field Port-o-cans	36,440	\$0.61		16,296	20,143
01 00 00	Sanitary Facilities - Hand Washing Stations	8,137	\$0.14		3,639	4,498
01 00 00	Construction Signs	541	\$0.01		242	299
01 00 00	Temporary Fencing	37,200	\$0.62		16,636	20,564
01 00 00	Temporary Fencing Maintenance	9,764	\$0.16		4,367	5,397
01 00 00	Temporary Fencing Screening	26,681	\$0.45		11,932	14,749
01 00 00	Badge Machine	2,034	\$0.03		910	1,124
01 00 00	As-Built Survey	2,000	\$0.03		894	1,106
01 00 00	Trash Dumpster / Supplies	53,976	\$0.90		24,139	29,837
01 00 00	Final Clean	35,901	\$0.60		16,056	19,845
01 00 00	Fuel, Equipment, Repairs	12,205	\$0.20		5,458	6,747
01 23 00	Alternates - Accepted SMS 4b, 5b, 6b & HES 4b	(156,270)	(\$2.61)		(156,270)	0
	Allowances	see below	\$0.00		see below	see below
	ERRC System	150,000	\$2.51		75,000	75,000
	Residential Appliances	22,000	\$0.37		10,000	12,000
	Post Bid Addendum #1	50,000	\$0.84		25,000	25,000
	Telescoping Bleachers (Simon)	0	\$0.00		NA	0
01 10 00a	Capital Improvements	w/trades	\$0.00		w/trades	w/trades
01 25 00	Substitution Procedures	w/gc's	\$0.00		w/gc's	w/gc's
01 26 00	Contract Modification Procedures	w/gc's	\$0.00		w/gc's	w/gc's
01 29 00	Payment Procedures	w/gc's	\$0.00		w/gc's	w/gc's
01 31 00	Project Management and Coordination	w/gc's	\$0.00		w/gc's	w/gc's
01 32 00	Construction Progress Documentation	w/gc's	\$0.00		w/gc's	w/gc's
01 32 33	Photographic Documentation	w/gc's	\$0.00		w/gc's	w/gc's
01 33 00	Submittal Procedures	w/trades	\$0.00		w/trades	w/trades
01 40 00	Quality Requirements	w/trades	\$0.00		w/trades	w/trades
01 43 39	Mockups	w/trades	\$0.00		w/trades	w/trades
01 45 23	Structural Testing and Inspection Services	by HCISD	\$0.00		by HCISD	by HCISD
01 50 00	Temporary Facilities and Controls	w/gc's	\$0.00		w/gc's	w/gc's
BC-01.03	Material Handling / Forklift	124,015	\$2.07		62,008	62,008
BC-01.60	Supplemental Field Verification	40,089	\$0.67		15,185	24,904
01 50 10	Temporary Project Identification Signage	w/gc's	\$0.00		w/gc's	w/gc's
01 51 00	Temporary Utilities	w/gc's	\$0.00		w/gc's	w/gc's
01 57 13.10	Spill Response	w/gc's	\$0.00		w/gc's	w/gc's
01 58 13	Temporary Project Signage	w/gc's	\$0.00		w/gc's	w/gc's
01 60 00	Product Requirements	w/trades	\$0.00		w/trades	w/trades
01 73 00	Execution	w/trades	\$0.00		w/trades	w/trades
01 74 19	Construction Waste Management and Disposal	w/trades	\$0.00		w/trades	w/trades
01 77 00	Closeout Procedures	w/trades	\$0.00		w/trades	w/trades
01 78 23	Operation and Maintenance Data	w/trades	\$0.00		w/trades	w/trades
01 78 39	Project Record Documents	w/gc's	\$0.00		w/gc's	w/gc's
01 79 00	Demonstration and Training	w/trades	\$0.00		w/trades	w/trades
01 91 00	Commissioning	w/trades	\$0.00		w/trades	w/trades
		.....	\$0.00		.....	.....
DIVISION 02 - EXISTING CONDITIONS				271,908		
02 41 19	Selective Demolition	271,908	\$4.54		127,677	144,231
02 30 00	Subsurface Investigation	w/02 41 19	\$0.00		w/02 41 19	w/02 41 19
02 41 00	Site Demolition	w/02 41 19	\$0.00		w/02 41 19	w/02 41 19
02 82 00	Asbestos Inspection	by HCISD	\$0.00		by HCISD	by HCISD
02 82 00	Asbestos Report	by HCISD	\$0.00		by HCISD	by HCISD
		.....	\$0.00		.....	.....
DIVISION 03 - CONCRETE				2,195,245		
03 30 00	Cast-in-place Concrete	2,030,281	\$33.93		544,221	1,486,060
03 10 00	Concrete Forming and Accessories	w/ 03 30 00	\$0.00		w/ 03 30 00	w/ 03 30 00
03 10 00	Concrete Forming and Accessories - Site	w/ 03 30 00	\$0.00		w/ 03 30 00	w/ 03 30 00
03 20 00	Concrete Reinforcing	w/ 03 30 00	\$0.00		w/ 03 30 00	w/ 03 30 00
03 20 00	Concrete Reinforcing - Site	w/ 03 30 00	\$0.00		w/ 03 30 00	w/ 03 30 00
03 30 00	Cast-in-place Concrete - Site	w/ 03 30 00	\$0.00		w/ 03 30 00	w/ 03 30 00
03 41 00	Precast Structural Concrete	NA	\$0.00		NA	NA
02 26 00	Under Slab Vapor Barriers	w/ 03 30 00	\$0.00		w/ 03 30 00	w/ 03 30 00

				Breakout #1	Breakout #2
				Simon MS	Hemphill ES
DESCRIPTION	ITEM TOTAL	\$/GSF	DIVISION TOTAL		
31 62 13.29	Shallow Spread Footing	w/ 03 30 00	\$0.00	w/ 03 30 00	w/ 03 30 00
32 12 50	Site Pavement	w/ 03 30 00	\$0.00	w/ 03 30 00	w/ 03 30 00
32 13 13.10	Concrete Curbs, Gutters and Sidewalks	w/ 03 30 00	\$0.00	w/ 03 30 00	w/ 03 30 00
03 35 43	Polished Concrete Finishing	164,964	\$2.76	66,699	98,265
		.....	\$0.00	.....	.....
DIVISION 04 - MASONRY			857,660		
04 00 00.00	Masonry	857,660	\$14.33	572,279	285,381
04 20 00	Unit Masonry	w/ 04 00 00.00	\$0.00	w/ 04 00 00.00	w/ 04 00 00.00
04 22 00	Concrete Unit Masonry	w/ 04 00 00.00	\$0.00	w/ 04 00 00.00	w/ 04 00 00.00
		.....	\$0.00	.....	.....
DIVISION 05 - METALS			893,296		
05 00 00.00	Structural Steel Fabrication	893,296	\$14.93	633,518	259,778
05 01 00.00	Steel Erection	w/Fab	\$0.00	w/Fab	w/Fab
05 12 00	Structural Steel Framing	w/ 05 00 00.00	\$0.00	w/ 05 00 00.00	w/ 05 00 00.00
05 21 00	Steel Joist Framing (SMS only)	w/ 05 00 00.00	\$0.00	w/ 05 00 00.00	w/ 05 00 00.00
05 31 00	Steel Decking (SMS only)	w/ 05 00 00.00	\$0.00	w/ 05 00 00.00	w/ 05 00 00.00
05 50 00	Metal Fabrications	w/ 05 00 00.00	\$0.00	w/ 05 00 00.00	w/ 05 00 00.00
05 52 13	Pipe and Tube Railings (HES only)	w/ 05 00 00.00	\$0.00	w/ 05 00 00.00	w/ 05 00 00.00
		.....	\$0.00	.....	.....
DIVISION 06 - WOODS and PLASTICS			943,407		
06 10 00	Rough Carpentry	197,001	\$3.29	82,948	114,053
06 41 16	Plastic-laminate-faced Architectural Cabinets	746,406	\$12.47	189,701	556,705
06 40 23	Interior Architectural Woodwork	w/ 06 41 16	\$0.00	w/ 06 41 16	w/ 06 41 16
12 36 23	Plastic-Laminate-Clad Countertops	w/ 06 41 16	\$0.00	w/ 06 41 16	w/ 06 41 16
12 36 61	Solid Surfacing Countertops and Sills	w/ 06 41 16	\$0.00	w/ 06 41 16	w/ 06 41 16
		.....	\$0.00	.....	.....
DIVISION 07 - THERMAL and MOISTURE PROTECTION			1,742,004		
07 10 00.00	Damproofing/Waterproofing/Joint Sealers	305,046	\$5.10	143,170	161,876
07 14 16	Cold Fluid-applied Waterproofing	w/07 10 00.00	\$0.00	w/07 10 00.00	w/07 10 00.00
07 21 00	Thermal Insulation	w/07 10 00.00	\$0.00	w/07 10 00.00	w/07 10 00.00
07 27 26	Fluid-Applied Membrane Air Barriers	w/07 10 00.00	\$0.00	w/07 10 00.00	w/07 10 00.00
07 84 13	Penetration Firestopping	w/07 10 00.00	\$0.00	w/07 10 00.00	w/07 10 00.00
07 92 00	Joint Sealants	w/07 10 00.00	\$0.00	w/07 10 00.00	w/07 10 00.00
07 92 19	Acoustical Joint Sealants	w/07 10 00.00	\$0.00	w/07 10 00.00	w/07 10 00.00
07 50 00.00	Roofing and Wall Panels	1,223,618	\$20.45	555,081	668,537
07 52 16	Styrene-butadiene-styrene (SBS) Mod Bit Membrane Roofing (SMS)	w/07 50 00.00	\$0.00	w/07 50 00.00	w/07 50 00.00
07 41 13.16	Batten-Seam Metal Roof Panels (HES only)	w/07 50 00.00	\$0.00	w/07 50 00.00	w/07 50 00.00
07 42 13.13	Formed Metal Wall and Soffit Panels (HES only)	w/07 50 00.00	\$0.00	w/07 50 00.00	w/07 50 00.00
07 62 00-ADD1	Sheet Metal Flashing and Trim (ADD 1)	w/07 50 00.00	\$0.00	w/07 50 00.00	w/07 50 00.00
07 72 00	Roof Accessories	w/07 50 00.00	\$0.00	w/07 50 00.00	w/07 50 00.00
07 81 00	Applied Fire Protection (SMS only)	79,229	\$1.32	79,229	0
07 95 00.00	Expansion Control	134,111	\$2.24	110,379	23,732
07 95 13.13	Interior Expansion Joint Cover Assemblies (HES only)	w/07 81 00.00	\$0.00	w/07 81 00.00	w/07 81 00.00
07 95 13.16	Exterior Expansion Joint Control Assemblies (HES only)	w/07 81 00.00	\$0.00	w/07 81 00.00	w/07 81 00.00
		.....	\$0.00	.....	.....
DIVISION 08 - OPENINGS			961,122		
08 10 00.00	Doors, Frames, & Hardware	708,694	\$11.84	317,239	391,455
08 11 13	Standard Steel Doors and Frames	w/08 10 00.00	\$0.00	w/08 10 00.00	w/08 10 00.00
08 14 16	Flush Wood Doors	w/08 10 00.00	\$0.00	w/08 10 00.00	w/08 10 00.00
08 71 00	Door Hardware	w/08 10 00.00	\$0.00	w/08 10 00.00	w/08 10 00.00
08 33 23	Overhead Coiling Doors	44,511	\$0.74	18,751	25,760
08 80 00	Glazing	207,917	\$3.47	103,322	104,595
08 41 13	Aluminum-Framed Entrances and Storefronts (SMS only)	w/08 80 00.00	\$0.00	w/08 80 00.00	w/08 80 00.00
08 83 00	Mirrors	w/08 80 00.00	\$0.00	w/08 80 00.00	w/08 80 00.00
08 87 16	Security Glazing Films	w/08 80 00.00	\$0.00	w/08 80 00.00	w/08 80 00.00
08 88 13	Fire-Protection-Rated Glazing Assemblies (HES only)	w/08 80 00.00	\$0.00	w/08 80 00.00	w/08 80 00.00
08 91 19	Fixed Louvers (HES only)	w/08 80 00.00	\$0.00	w/08 80 00.00	w/08 80 00.00
		.....	\$0.00	.....	.....
DIVISION 09 - FINISHES			2,188,296		
09 29 00.00	Gypsum & Acoustical Assemblies	1,338,483	\$22.37	492,484	845,999
05 40 00	Cold-Formed Metal Framing	w/09 29 00.00	\$0.00	w/09 29 00.00	w/09 29 00.00
06 16 00	Sheathing	w/09 29 00.00	\$0.00	w/09 29 00.00	w/09 29 00.00
07 21 00	Thermal Insulation	w/09 29 00.00	\$0.00	w/09 29 00.00	w/09 29 00.00
08 31 13	Access Doors and Frames	w/09 29 00.00	\$0.00	w/09 29 00.00	w/09 29 00.00
09 22 16	Non-Structural Metal Framing	w/09 29 00.00	\$0.00	w/09 29 00.00	w/09 29 00.00
09 29 00	Gypsum Board	w/09 29 00.00	\$0.00	w/09 29 00.00	w/09 29 00.00
09 51 13	Acoustical Panel Ceilings	w/09 29 00.00	\$0.00	w/09 29 00.00	w/09 29 00.00
09 84 33	Sound Absorbing Wall Units	w/09 29 00.00	\$0.00	w/09 29 00.00	w/09 29 00.00
10 26 00	Wall Protection	w/09 29 00.00	\$0.00	w/09 29 00.00	w/09 29 00.00
09 30 00	Tiling	241,043	\$4.03	93,148	147,895
09 64 65	Wood Dance Flooring (SMS only)	95,431	\$1.59	50,232	45,199
09 64 10	Wood Platform Flooring (HES only)	w/09 64 65	\$0.00	w/09 64 65	w/09 64 65
09 65 00.00	Resilient & Carpet	246,495	\$4.12	130,294	116,201
03 54 16	Portland Cement Underlayment	w/09 65 00.00	\$0.00	w/09 65 00.00	w/09 65 00.00
09 65 13	Resilient Base and Accessories	w/09 65 00.00	\$0.00	w/09 65 00.00	w/09 65 00.00
09 65 19	Resilient Tile Flooring	w/09 65 00.00	\$0.00	w/09 65 00.00	w/09 65 00.00
09 65 66	Rubber Athletic Flooring (Weight Room) (SMS only)	w/09 65 00.00	\$0.00	w/09 65 00.00	w/09 65 00.00

				Breakout #1	Breakout #2
				Simon MS	Hemphill ES
DESCRIPTION	ITEM TOTAL	\$/GSF	DIVISION TOTAL		
09 68 13	Tile Carpeting	w/09 65 00.00	\$0.00	w/09 65 00.00	w/09 65 00.00
09 90 00.00	Painting	266,844	\$4.46	138,680	128,164
09 72 00	Wall Coverings	w/ 09 90 00.00	\$0.00	w/ 09 90 00.00	w/ 09 90 00.00
09 91 13	Exterior Painting	w/ 09 90 00.00	\$0.00	w/ 09 90 00.00	w/ 09 90 00.00
09 91 23	Interior Painting	w/ 09 90 00.00	\$0.00	w/ 09 90 00.00	w/ 09 90 00.00
09 96 00	High-Performance Coatings—Thermal Coatings	w/ 09 90 00.00	\$0.00	w/ 09 90 00.00	w/ 09 90 00.00
		
DIVISION 10 - SPECIALTIES			450,335		
10 11 00	Visual Display Units	66,994	\$1.12	20,652	46,342
10 14 23	Panel Signage	36,625	\$0.61	28,384	8,241
10 14 16	Plaques (HES only)	w/ 10 14 23	\$0.00	w/ 10 14 23	w/ 10 14 23
10 14 19	Dimensional Letter Signage (HES only)	w/ 10 14 23	\$0.00	w/ 10 14 23	w/ 10 14 23
10 21 13	Plastic Toilet Compartments	52,144	\$0.87	28,034	24,110
10 28 00	Toilet and Bath Accessories	w/ 10 21 13	\$0.00	w/ 10 21 13	w/ 10 21 13
10 22 39.13	Folding Glass-Panel Partitions (HES only)	50,053	\$0.84	0	50,053
10 44 13	Fire Protection Cabinets	22,723	\$0.38	14,079	8,644
10 44 16	Fire Extinguishers	w/ 10 44 16	\$0.00	w/ 10 44 16	w/ 10 44 16
10 45 00	Defibrillator Cabinets (SMS only)	w/ 10 44 16	\$0.00	w/ 10 44 16	w/ 10 44 16
10 90 00	High Security Entry Systems	w/ 10 44 16	\$0.00	w/ 10 44 16	w/ 10 44 16
10 51 13	Metal Lockers (SMS only)	58,386	\$0.98	58,386	NA
10 73 43	Manufactured Aluminum Canopies	163,410	\$2.73	76,722	86,688
		
DIVISION 11 - EQUIPMENT			42,239		
11 23 36.00	Residential Appliances (no spec)	w/Allowances	\$0.00	w/Allowances	w/Allowances
11 54 00	Kilns (HES only)	1,007	\$0.02	0	1,007
11 61 43	Platform Curtains (HES only)	26,686	\$0.45	0	26,686
11 66 23	Gymnasium Equipment (SMS only)	14,546	\$0.24	14,546	0
		
DIVISION 12 - FURNISHINGS			19,283		
12 24 13	Roller Window Shades	19,283	\$0.32	7,062	12,221
12 22 00	Curtains and Drapes (HES only)	w/ 12 24 13	\$0.00	w/ 12 24 13	w/ 12 24 13
12 66 00.00	Telescoping Stands	NA	\$0.00	NA	NA
		
DIVISION 13 - PEMB			537,551		
13 34 19	Pre-Engineered Metal Building System	537,551	\$8.98	0	537,551
		
DIVISION 21 - FIRE SUPPRESSION			249,035		
21 13 13	Wet-Pipe Sprinkler Systems	249,035	\$4.16	112,337	136,698
21 00 01	Basic Fire Protection Requirements	w/21 13 13	\$0.00	w/21 13 13	w/21 13 13
21 05 00	Common Work Results for Fire Suppression	w/21 13 13	\$0.00	w/21 13 13	w/21 13 13
21 05 53	Identification for Fire Protection Piping and Equipment	w/21 13 13	\$0.00	w/21 13 13	w/21 13 13
		
DIVISION 22 - PLUMBING			1,282,070		
22 00 00.00	Plumbing	1,282,070	\$21.43	736,815	545,255
22 00 01	Basic Plumbing Requirements	w/22 00 00.00	\$0.00	w/22 00 00.00	w/22 00 00.00
22 05 29	Hangers and Supports for Plumbing, Piping and Equipment	w/22 00 00.00	\$0.00	w/22 00 00.00	w/22 00 00.00
22 05 53	Identification for Plumbing, Piping and Equipment	w/22 00 00.00	\$0.00	w/22 00 00.00	w/22 00 00.00
22 07 00	Plumbing Piping Insulation	w/22 00 00.00	\$0.00	w/22 00 00.00	w/22 00 00.00
22 08 00	Commissioning of Plumbing	w/22 00 00.00	\$0.00	w/22 00 00.00	w/22 00 00.00
22 11 00	Facility Water Distribution	w/22 00 00.00	\$0.00	w/22 00 00.00	w/22 00 00.00
22 13 00	Facility Sanitary Sewerage	w/22 00 00.00	\$0.00	w/22 00 00.00	w/22 00 00.00
22 17 00	Facility Natural-Gas Piping (SMS only)	w/22 00 00.00	\$0.00	w/22 00 00.00	w/22 00 00.00
22 33 00	Electric Domestic Water Heaters (HES only)	w/22 00 00.00	\$0.00	w/22 00 00.00	w/22 00 00.00
22 40 00	Plumbing Fixtures	w/22 00 00.00	\$0.00	w/22 00 00.00	w/22 00 00.00
		
DIVISION 23 - HVAC			2,990,302		
23 00 00.00	HVAC	2,990,302	\$49.98	1,589,675	1,400,627
23 00 01	Basic HVAC Requirements	w/23 00 00.00	\$0.00	w/23 00 00.00	w/23 00 00.00
23 05 13	Common Motor Requirements for HVAC Equipment	w/23 00 00.00	\$0.00	w/23 00 00.00	w/23 00 00.00
23 05 29	Hangers and Supports for HVAC	w/23 00 00.00	\$0.00	w/23 00 00.00	w/23 00 00.00
23 05 48	Vibration Controls for HVAC Piping and Equipment	w/23 00 00.00	\$0.00	w/23 00 00.00	w/23 00 00.00
23 05 53	Identification for HVAC Piping and Equipment	w/23 00 00.00	\$0.00	w/23 00 00.00	w/23 00 00.00
23 07 00	HVAC Insulation	w/23 00 00.00	\$0.00	w/23 00 00.00	w/23 00 00.00
23 08 00	Commissioning of HVAC	w/23 00 00.00	\$0.00	w/23 00 00.00	w/23 00 00.00
23 21 13	Condensate Piping	w/23 00 00.00	\$0.00	w/23 00 00.00	w/23 00 00.00
23 23 00	Refrigerant Piping	w/23 00 00.00	\$0.00	w/23 00 00.00	w/23 00 00.00
23 31 00	HVAC Ducts and Casings	w/23 00 00.00	\$0.00	w/23 00 00.00	w/23 00 00.00
23 33 00	Air Duct Accessories	w/23 00 00.00	\$0.00	w/23 00 00.00	w/23 00 00.00
23 34 00	HVAC Fans	w/23 00 00.00	\$0.00	w/23 00 00.00	w/23 00 00.00
23 37 00	Air Outlets and Inlets	w/23 00 00.00	\$0.00	w/23 00 00.00	w/23 00 00.00
23 40 00	HVAC Air Cleaning Devices	w/23 00 00.00	\$0.00	w/23 00 00.00	w/23 00 00.00
23 72 29	Packaged DX DOAS with Enthalpy Core (SMS only)	w/23 00 00.00	\$0.00	w/23 00 00.00	w/23 00 00.00
23 81 03	Packaged DX Rooftop Air Conditioning Units (SMS only)	w/23 00 00.00	\$0.00	w/23 00 00.00	w/23 00 00.00
23 81 26	Split-System Air Conditioners and Heat Pumps (SMS only)	w/23 00 00.00	\$0.00	w/23 00 00.00	w/23 00 00.00
23 72 29	DOAS Air Handling Unit with Enthalpy Core (HES only)	w/23 00 00.00	\$0.00	w/23 00 00.00	w/23 00 00.00
23 81 26	Split System Air Conditioners and Heat Pumps (HES only)	w/23 00 00.00	\$0.00	w/23 00 00.00	w/23 00 00.00
23 81 27	Variable Refrigerant Flow Outdoor Units (HES only)	w/23 00 00.00	\$0.00	w/23 00 00.00	w/23 00 00.00
23 82 19	Terminal Heat Transfer Units (HES only)	w/23 00 00.00	\$0.00	w/23 00 00.00	w/23 00 00.00

				Breakout #1	Breakout #2
				Simon MS	Hemphill ES
DESCRIPTION	ITEM TOTAL	\$/GSF	DIVISION TOTAL		
23 05 93	Testing, Adjusting and Balancing for HVAC	by HCISD	\$0.00	by HCISD	by HCISD
23 09 23	Building Automation Systems for HVAC	w/HVAC	\$0.00	w/HVAC	w/HVAC
		.....	\$0.00	.....	.....
DIVISION 26 - ELECTRICAL			2,562,770		
26 00 00.00	Electrical	2,562,770	\$42.83	1,086,647	1,476,123
26 00 01	Basic Electrical Requirements	w/26 00 00.00	\$0.00	w/26 00 00.00	w/26 00 00.00
26 05 03	Equipment Wiring Connections	w/26 00 00.00	\$0.00	w/26 00 00.00	w/26 00 00.00
26 05 05	Electrical Demolition	w/26 00 00.00	\$0.00	w/26 00 00.00	w/26 00 00.00
26 05 19	600-Volt Building Wire and Cable	w/26 00 00.00	\$0.00	w/26 00 00.00	w/26 00 00.00
26 05 26	Grounding and Bonding for Electrical Systems	w/26 00 00.00	\$0.00	w/26 00 00.00	w/26 00 00.00
26 05 27	Wiring Devices (SMS only)	w/26 00 00.00	\$0.00	w/26 00 00.00	w/26 00 00.00
26 05 29	Hangers and Supports for Electrical Systems	w/26 00 00.00	\$0.00	w/26 00 00.00	w/26 00 00.00
26 05 33	Raceway Systems	w/26 00 00.00	\$0.00	w/26 00 00.00	w/26 00 00.00
26 05 43	Underground Ducts	w/26 00 00.00	\$0.00	w/26 00 00.00	w/26 00 00.00
05 60 30	Identification for Electrical Systems	w/26 00 00.00	\$0.00	w/26 00 00.00	w/26 00 00.00
06 33 35	Short Circuit/Coordination Study and Arc Flash Hazard Study	w/26 00 00.00	\$0.00	w/26 00 00.00	w/26 00 00.00
03 67 64	Electrical Commissioning	w/26 00 00.00	\$0.00	w/26 00 00.00	w/26 00 00.00
04 51 95	Lighting Control System	w/26 00 00.00	\$0.00	w/26 00 00.00	w/26 00 00.00
26 22 13	Low-Voltage Transformers (SMS only)	w/26 00 00.00	\$0.00	w/26 00 00.00	w/26 00 00.00
26 24 13	Switch Boards (HES only)	w/26 00 00.00	\$0.00	w/26 00 00.00	w/26 00 00.00
26 24 16	Panelboards	w/26 00 00.00	\$0.00	w/26 00 00.00	w/26 00 00.00
26 27 26	Wiring Devices	w/26 00 00.00	\$0.00	w/26 00 00.00	w/26 00 00.00
26 28 13	250- & 600-Volt Fuses	w/26 00 00.00	\$0.00	w/26 00 00.00	w/26 00 00.00
26 28 16	Enclosed Switches and Circuit Breakers	w/26 00 00.00	\$0.00	w/26 00 00.00	w/26 00 00.00
26 29 13	Motor Controllers	w/26 00 00.00	\$0.00	w/26 00 00.00	w/26 00 00.00
26 29 16	Enclosed Contactors	w/26 00 00.00	\$0.00	w/26 00 00.00	w/26 00 00.00
26 29 23	Variable Frequency Motor Controllers	w/26 00 00.00	\$0.00	w/26 00 00.00	w/26 00 00.00
26 43 13	Surge Protective Devices	w/26 00 00.00	\$0.00	w/26 00 00.00	w/26 00 00.00
26 51 16	Interior Lighting	w/26 00 00.00	\$0.00	w/26 00 00.00	w/26 00 00.00
26 56 16	Exterior Lighting	w/26 00 00.00	\$0.00	w/26 00 00.00	w/26 00 00.00
		.....	\$0.00	.....	.....
DIVISION 27 - COMMUNICATIONS			838,426		
27 00 00.00	Communications Systems	161,620	\$2.70	76,190	85,430
27 00 00	General Technology Requirements	w/27 00 00.00	\$0.00	w/27 00 00.00	w/27 00 00.00
27 05 23	Pathways for Technology Systems	w/27 00 00.00	\$0.00	w/27 00 00.00	w/27 00 00.00
27 10 00	Cabling General Requirements	w/27 00 00.00	\$0.00	w/27 00 00.00	w/27 00 00.00
27 10 05	Grounding and Bonding for Technology Systems	w/27 00 00.00	\$0.00	w/27 00 00.00	w/27 00 00.00
27 11 00	Communications Equipment Rooms	w/27 00 00.00	\$0.00	w/27 00 00.00	w/27 00 00.00
27 13 00	Communications Backbone Cabling	w/27 00 00.00	\$0.00	w/27 00 00.00	w/27 00 00.00
27 15 00	Communications Horizontal Cabling	w/27 00 00.00	\$0.00	w/27 00 00.00	w/27 00 00.00
27 18 00	Communications Labeling and Identification	w/27 00 00.00	\$0.00	w/27 00 00.00	w/27 00 00.00
27 41 00	Audiovisual Systems	448,759	\$7.50	234,233	214,526
27 40 00	AV Multimedia General Requirements	w/27 41 00	\$0.00	w/27 41 00	w/27 41 00
27 51 00	Distributed Communications Systems	228,047	\$3.81	98,029	130,018
		.....	\$0.00	.....	.....
DIVISION 28 - ELECTRONIC SAFETY & SECURITY			534,656		
27 60 00	Physical Security General Requirements	0	\$0.00	0	0
27 64 00	Electronic Access Control System	311,441	\$5.20	124,282	187,159
28 31 00	Fire Detection and Alarm (NEW) (SMS only)	223,215	\$3.73	93,848	129,367
28 31 00	Fire Detection and Alarm (Existing) (HES only)	w/28 31 00	\$0.00	w/28 31 00	w/28 31 00
		.....	\$0.00	.....	.....
DIVISION 31 - EARTHWORK			1,013,250		
31 00 00.00	Earthwork	961,649	\$16.07	375,048	586,601
31 00 00	Earthwork Under Building Pad	w/31 00 00.00	\$0.00	w/31 00 00.00	w/31 00 00.00
03 68 30	Site Clearing	w/31 00 00.00	\$0.00	w/31 00 00.00	w/31 00 00.00
31 22 00	Grading	w/31 00 00.00	\$0.00	w/31 00 00.00	w/31 00 00.00
31 23 16	Excavation	w/31 00 00.00	\$0.00	w/31 00 00.00	w/31 00 00.00
31 32 13.16	Cement Soil Stabilization	w/31 00 00.00	\$0.00	w/31 00 00.00	w/31 00 00.00
31 32 13.19	Lime Soil Stabilization	w/31 00 00.00	\$0.00	w/31 00 00.00	w/31 00 00.00
32 01 16.74	In Place Hot Reused Asphalt Paving	w/31 00 00.00	\$0.00	w/31 00 00.00	w/31 00 00.00
32 11 23	Aggregate Base Courses	w/31 00 00.00	\$0.00	w/31 00 00.00	w/31 00 00.00
32 12 16	Asphalt Paving	w/31 00 00.00	\$0.00	w/31 00 00.00	w/31 00 00.00
01 57 13	Temporary Erosion and Sediment Control	51,601	\$0.86	23,730	27,871
31 10 00.10	Tree Protection	w/01 57 13	\$0.00	w/01 57 13	w/01 57 13
		.....	\$0.00	.....	.....
DIVISION 32 - EXTERIOR IMPROVEMENTS			608,736		
32 17 23.13	Pavement Markings	35,833	\$0.60	14,250	21,583
32 14 00.00	Unit Pavers	NA	\$0.00	Paver \$	Paver \$
32 14 13	Precast Concrete Unit Paving	NA	\$0.00	w/32 14 00.00	w/32 14 00.00
32 14 16	Brick Unit Paving	NA	\$0.00	w/32 14 00.00	w/32 14 00.00
32 14 23	Asphalt Unit Paving	NA	\$0.00	w/32 14 00.00	w/32 14 00.00
32 14 40	Stone Paving	NA	\$0.00	w/32 14 00.00	w/32 14 00.00
	Athletic Field Events	15,001	\$0.25	15,001	0
32 31 13	Chain Link Fences and Gates	163,290	\$2.73	17,861	145,429
10 91 19	Louvered Equipment Screens	w/32 31 13	\$0.00	w/32 31 13	w/32 31 13
32 92 00.00	Landscape & Irrigation	394,612	\$6.60	261,677	132,935
32 92 19	Seeding	w/32 92 00.00	\$0.00	w/32 92 00.00	w/32 92 00.00
32 92 23	Sodding	w/32 92 00.00	\$0.00	w/32 92 00.00	w/32 92 00.00

				Breakout #1	Breakout #2
				Simon MS	Hemphill ES
DESCRIPTION	ITEM TOTAL	\$/GSF	DIVISION TOTAL		
		\$0.00			
DIVISION 33 - UTILITIES			506,983		
33 00 00.00	Site Utilities			209,847	297,136
03 30 00.10	Controlled Low Strength Backfill	w/33 00 00.00	\$0.00	w/33 00 00.00	w/33 00 00.00
31 37 00	Riprap	w/33 00 00.00	\$0.00	w/33 00 00.00	w/33 00 00.00
31 23 16.13	Trenching	w/33 00 00.00	\$0.00	w/33 00 00.00	w/33 00 00.00
31 23 16.14	Trench Excavation Protection	w/33 00 00.00	\$0.00	w/33 00 00.00	w/33 00 00.00
31 23 23	Fill	w/33 00 00.00	\$0.00	w/33 00 00.00	w/33 00 00.00
33 01 10.58	Disinfection of Water Utility Piping Systems	w/33 00 00.00	\$0.00	w/33 00 00.00	w/33 00 00.00
33 02 30	Jacking, Boring or Tunneling Pipe	w/33 00 00.00	\$0.00	w/33 00 00.00	w/33 00 00.00
33 02 73	Site Concrete Encasement, Cradles, Saddles and Collars	w/33 00 00.00	\$0.00	w/33 00 00.00	w/33 00 00.00
33 05 13.10	Site Castings	w/33 00 00.00	\$0.00	w/33 00 00.00	w/33 00 00.00
33 14 16	Site Water Utility Distribution Piping	w/33 00 00.00	\$0.00	w/33 00 00.00	w/33 00 00.00
33 31 13	Site Sanitary Sewerage Gravity Piping	w/33 00 00.00	\$0.00	w/33 00 00.00	w/33 00 00.00
33 41 00	Subdrainage	w/33 00 00.00	\$0.00	w/33 00 00.00	w/33 00 00.00
33 42 11	Stormwater Gravity Piping	w/33 00 00.00	\$0.00	w/33 00 00.00	w/33 00 00.00
33 42 13	Stormwater Culverts	w/33 00 00.00	\$0.00	w/33 00 00.00	w/33 00 00.00
33 42 30	Stormwater Drains	w/33 00 00.00	\$0.00	w/33 00 00.00	w/33 00 00.00
SUB-TOTAL		22,201,369	\$371.04	22,201,369	9,923,853
Sales Tax		Exempt	\$0.00	Exempt	-
Remodel Tax		N/A	\$0.00	N/A	-
Builders Risk Insurance		With GC's	\$0.00	With GC's	-
General Liability		With GC's	\$0.00	With GC's	-
Performance & Payment Bond		With GC's	\$0.00	With GC's	-
Subcontractor Default Insurance		276,185	\$4.62	276,185	123,453
Building Permit		By Owner	\$0.00	By Owner	-
Plan Checking Fee		By Owner	\$0.00	By Owner	-
2.00%	CM Construction Contingency	538,599	\$9.00	538,599	240,870
0.00%	CM Estimate Contingency	-	\$0.00	-	-
2.00%	Owner Contingency	538,599	\$9.00	538,599	240,870
1.00%	Tariff Allowance	269,299	\$4.50	269,299	120,435
SUB-TOTAL		23,824,052	\$398.16	23,824,052	10,649,481
General Conditions		2,113,003	\$35.31	2,113,003	944,497
3.45%	Overhead & Profit	888,888	\$14.86	888,888	397,527
Preconstruction Services		104,000	\$1.74	104,000	52,000
TOTAL		26,929,942	\$450.07	26,929,942	12,043,505
				Breakout #1	Breakout #2
				Simon MS	Hemphill ES

GUARANTEED MAXIMUM PRICE CLARIFICATIONS AND ASSUMPTIONS

The documents upon which this GMP is based do not include definitive information for all disciplines; accordingly listed below are clarifications, assumptions and exclusions for the products and systems that are included in this GMP. Should any conflicts or inconsistencies be discovered between these Clarifications and Assumptions and the Design Documents, these Clarifications and Assumptions will indicate what was included in the GMP.

Divisions 00 and 01 - General Assumptions

INITIAL ITEMS

1. This is not a line-item Guaranteed Maximum Price (GMP). The breakdown of cost is to show a path to the lump sum GMP and is for reference only.
2. Our GMP is based upon the documents issued by ORA as enumerated in the List of Documents.
3. Abbreviations used within this document include the following:
 - HCISD – Hays Consolidated Independent School District
 - ORA – O’Connell Robertson and/or its design consultants
 - BCGC – Bartlett Cocke General Contractors and/or its subcontractors
4. This GMP Proposal is contingent upon the receipt of its acceptance and the issuance of an NTP with construction on or before May 19, 2025. After that date, BCGC reserves the right to adjust the GMP, as well as the schedule, based upon market conditions in effect at the time of final acceptance. This GMP is further contingent upon being fully able, on or before, May 27, 2025, to start construction without delay caused by issues outside of our control. The notice to proceed shall not be issued until the GMP Amendment has been signed by the Contractor and the Owner, and the Owner and Architect have received and approved as to form all required payment and performance bonds and insurance as required by Article 11 of the A201 – 2017 General Conditions. (*Adjust A201 version as appropriate.*)
5. GMP is based upon receiving a Notice to Proceed on or before May 19, 2025 with full ability to start construction without delay.
6. Pricing is based upon finalizing mutual agreeable Contract terms and conditions.
7. The schedule dates are strictly estimates at this time and will be refined as the Project’s design and schedule evolve and the full scope of work to be performed is identified.
8. Project Construction Duration and Substantial Completion shall remain dependent upon the Site Development Approval and the following criteria:
 - a. The Substantial Completion is based upon 20 weather days for the entire project.
 - b. The following milestone dates are to be met. The dates listed below are the latest possible dates to meet these milestones and any delays will impact the Substantial Completion Date.
 - a. Campus move out of portables no later than May 27, 2025

- b. Site Development Permit to be received no later than May 20, 2025. Time extension due to Site Development delays are subject to General Conditions.
- c. NTP and New Building Construction to start by May 28, 2025.
- d. Building Permit no later than May 20, 2025.

OWNER ITEMS

9. The construction industry in Texas is continuing to undergo price uncertainty and disruptions to the supply chain. These impacts to the market are caused in part by macro-economic and geopolitical factors including, but not limited to, tariffs, political unrest around the globe and wars in Ukraine and the Middle-East. Environmental and market factors affecting the price and availability of material are unpredictable and out of the control of the contractors, subcontractors, and suppliers providing the labor and materials that drive the industry. BCGC will collaborate with HCISD to mitigate the effects of the market on the cost of, and time to build the project, but cannot accept all risk associated with the current market conditions.
10. This GMP is guaranteed for 30 calendar days. After such time, BCGC reserves the right to adjust the GMP based upon market conditions in effect at the time of final acceptance.
11. This GMP includes accepted Cost - Value Options as Allowances until pricing can be finalized based on complete design information and incorporation. Line-item costs could change as additional and/or clarified information is provided. Please note that Cost - Value Options are time sensitive as material pricing is volatile and escalation could affect final pricing.
12. Testing, as well as any Special Inspections, are by HCISD and are not included.
13. Third-party Commissioning is to be by HCISD and is not included.
14. Sales tax for materials to be put into place, as well as use and remodel taxes are not included.
15. Building permit costs, plan expediter fees, plan check fees, impact fees and their associated permits, site development permits/fees, gas and electrical purveyor service charges, utility pro-rata/capital recovery fees, water purveyor service and/or sanitary sewer charges, including water meter fees, shall be paid for by HCISD. Costs for these items have not been included.
16. Platting and/or re-platting, licensing agreements, land-use permitting, and site development permits as well as any costs related thereto, is not included. We assume HCISD to provide as-built surveys of the site and have not included land survey certifications of the elevations and locations of work.
17. The moving out or in of furniture, shelving, supplies, books, chairs, personal items, and all other moveable items in work areas is not included. The removing and/or moving of these items is understood to be by HCISD and is to be in accordance with the construction schedule so as not to hinder or delay the work. Additionally, temporary storage of the items referenced herein is not included.

BC WORK/ LOGISTICS ITEMS

18. Our GMP is based upon the assumption that HCISD, ORA, and all other parties performing work for the Project not under direct contract with BCGC will:
 - a. Comply with BCGC's site-specific safety program.
 - b. Perform work according to BCGC's Project Schedule, and to achieve system and/or area completion dates according to that Schedule.

- c. Perform work without impacting BCGC's own ability to perform its work according to its plans, or to affect BCGC's ability to maintain or accelerate its Project Schedule.
 - d. Provide detailed schedules, logistical plans, and technical information when and as requested by BCGC, to enable BCGC to maintain or accelerate elements of its own schedule, which may be required to maintain its overall schedule and/or achieve necessary milestone completion dates.
19. Schedule, as well as the updates thereto, will be provided in Asta Powerproject. Cost and/or resource loaded schedules are not included.
 20. Schedule includes an allowance for two (2) weather days per month.
 21. Pricing is based on conducting construction operations during normal working hours; however, work may be performed outside of normal working hours to maintain the schedule. BCGC will advise HCISD when work outside of normal working hours is to be performed.
 22. Regarding phased projects where the owner occupies a portion of the build, please note that retainage will be released upon completion of each defined package of work and warranty will commence per phase as per the project schedule.
 23. Work outside the limits of construction is not included.
 24. Phasing and site utilization indicated in the attached Site Logistics/Utilization and Phasing Summary Schedule dated March 31, 2025 is under development and is assumed acceptable to HCISD. Changes to the phasing and site utilization may impact schedule and/or cost.
 25. Temporary covered walks, sidewalks, parking areas, or any other temporary facilities for HCISD related entities are not included.
 26. Construction waste recycling requirements are not included.
 27. Our pricing was prepared without the benefit of a geotechnical report and as such, certain assumptions were necessary. Adjustments to our pricing (additive and/or deductive), based on the information contained in the report, will be made after its receipt.
 28. We anticipate obtaining power, water, telephone, and data utilities from the existing systems. Additionally, we have assumed that all utility consumption costs during construction, i.e., water, wastewater, and electricity, will be paid for directly by HCISD and accordingly, have not included such costs in our pricing. We will pay for all utilities to our construction trailer/yard in accordance with the General Conditions.

DESIGN CONSULTANT ITEMS

29. Costs or fees associated with design consultants are not included.
30. Electronic drawing files, (CAD files, CAD backgrounds, electronic copies of the specifications, and BIM/Revit models) costs, and/or fees are not included. BCGC will provide the appropriate release(s) and/or electronic document transfer agreement(s) for the use of these files.
31. It is assumed that the designers of record took the recommendations from the Geotechnical Engineering Study/Report under advisement when designing the Project. Our assumptions are based upon the structural and civil drawings and specifications and not the scope(s) of work and/or methodologies described in the Geotechnical Engineering Study/Report.
32. We will install building components and exterior improvements as shown in the 100% Construction Documents, which include, but are not limited to, components and improvements with accessibility requirements. We and/or our agents do not accept liability for interpreting the design guidelines established by the Americans with Disabilities Act (ADA)

and/or the Texas Accessibility Standards (TAS). Furthermore, we and/or our agents do not accept liability for complying with the opinions of the State Accessibility Inspector. We will make our best effort to point out any ADA and/or TAS issues that we become aware of.

33. We assume that every specification either referenced by manufacturer or performance has been written so that more than one manufacturer for each specification will be able to meet the design intent of the Project, and that details shown in the Contract Documents will not preclude any manufacturer specified from participating in the proposal process. We have not included any provisions for sole source/proprietary specifications.
34. Unless specifically noted otherwise, all color and/or texture/finish selections shall be from manufacturer's standard color/texture/finish choices.
35. Administrative costs, as well as any requirements and/or costs for LEED and/or Green Building certification are not included.
36. ORA to incorporate all Addenda and all accepted Alternates and Cost – Value Options into the Contract Documents.
37. Schedule based on 14 calendar days for submittal reviews and 5 calendar days for RFI reviews. If there is a conflict in review and response time, the more stringent shall take precedence.
38. Testing and certification of indoor air quality is excluded from our GMP. Due care will be exercised during construction to ensure the adequacy of the building's indoor air quality.
39. Our GMP does not include a survey of the site, nor does it include Land Surveyor or Engineer certification of the elevations and locations of the work.
40. Lines and grades shall be established and maintained based upon benchmarks and survey control points caused to be set at the Project site by ORA and/or HCISD.
41. Regarding delegated design, BCGC is a builder, not a designer, and will only provide design related services where such delegated services are a requirement of the Contract Documents. Where such services are required, we will endeavor to ensure that the products and/or systems to be provided under delegated design comply with the specific performance and design criteria specified; however, the verification that such delegated design products and/or systems comply with the specified design criteria and applicable Codes shall be by the Architect and/or Engineer of Record. Furthermore, BCGC's liability for the products and/or systems it provides under delegated design shall not exceed the value of said products and/or systems.
42. Permanent MEP equipment and systems will be utilized for temporary construction and acclimation of the building environment for the installation of finishes. The appropriate temporary filters and protective measures will be provided. Cleaning of the interior of HVAC ductwork, unless compromised during construction, is not included in our GMP.
43. Cleaning of existing ductwork and HVAC equipment is not included.

INSURANCE ITEMS

44. Payroll taxes and insurance for labor performed by BCGC are included in this GMP at a rate of 40% for hourly employees and 40% for salaried employees.
45. General Liability insurance is included in the GMP at a rate of 0.51% of the entire Contract amount.

46. HCISD acceptance of our GMP Proposal constitutes its approval and acceptance of the payroll taxes and insurance rates, together with the rate for General Liability insurance, identified above.
47. Owner's and Contractor's Protective insurance is not included in our GMP.
48. Our pricing includes the cost for Builder's Risk insurance, but it does not include any deductibles associated therewith. In the event of an insured loss, or multiple insured losses, the cost(s) for the deductible(s) associated with each insured loss shall be paid for by OWN.
49. BCGC has policy to protect projects against subcontractor default risk. In preparation of the GMP, we have included either Subcontractor Default Insurance on the estimated value of enrolled subcontractors (1.244%) or Performance and Payment Bonds (2.00% or subcontractor actual rates) into the COW.
50. Contractor-Controlled Insurance Program (CCIP) or an Owner-Controlled Insurance Program (OCIP) is not included.

Division 02 – Existing Conditions

1. Our pricing does not include any accommodations and/or costs for the survey of or remediation of any unforeseen, concealed, or hazardous materials and/or conditions not explicitly identified in the documents; including, but not limited to, asbestos and other hazardous materials; contaminated soils; unknown underground features; location of existing utilities; sample wells or well monitoring; archaeological or antiquities studies; karst features; endangered species, etc.
2. Abatement of lead-based paint is not included. The preparation of existing walls for the receipt of new paint is limited to the scraping of loose paint. The full removal of existing paint from walls is not included.
3. Remediation of any existing moisture and/or mold is not included.
4. Existing drilled piers, if present, will be removed/cut-off to the depth necessary to accommodate new construction. Complete removal of the existing piers is not included.
5. All new wiring at existing walls shall be surface mounted in wire mold. Demolition and/or modification of existing walls for pathways and/or raceways is not included.
6. Unforeseen (concealed) conditions are specifically excluded.
7. The exterior veneer of the existing buildings is assumed to remain. A repointing allowance is included for incorporating the new additions into the waterproofing system.
8. Removal of the existing roofing is excluded. It is assumed that tying in of the new building and roofing only involves minimal parapet sheet metal work.

Division 03 – Concrete

1. Sides and soffit of grade beams are to be earth formed.
2. Grade beams in slab-on-grade construction may be poured separately from the slab. At these locations, there will be no more than seven (7) days between placement of the grade beams and the slab.
3. Curing of concrete will be done in a two-coat application of an approved liquid curing compound in accordance with ACI 308. Wet curing of concrete is not included.
4. Special concrete mixes, which may include special aggregates, special admixtures, hot and cold weather admixtures, white cement and/or integral coloring, are not included.

5. Concrete mix for areas to receive a polished concrete floor finish shall be the same as and consistent with adjacent floor areas that do not receive a polished finish.
6. Despite the most stringent control measures, polished concrete will be imperfect. Cracks, color variations, visible aggregate, stains, and chips are all possibilities due to the nature of the material.
7. Architecturally exposed concrete finishes are not included.
8. Class B salt and pepper finishes for polished concrete will be achieved through rubbing, grinding, brushing, and patching of as-cast concrete. As-cast Class A concrete is not included.
9. We have not included additional concrete nor temporary shoring at slabs on metal deck to compensate for deflection of the structure.
10. Per spec 033543, concrete protection is to be a submitted document, although a documented plan is not required. We are excluding a documented plan for concrete protection.
11. Spec Section 03 41 00 – Precast Structural Concrete is excluded.

Division 04 – Masonry

1. Masonry dowels assumed to be drilled into the slab.
2. Masonry water repellent coatings are not included.
3. Exterior brick selection is assumed to match current veneer, although different shades may be noticeable between old and new brick.

Division 05 – Metals

1. Architecturally exposed structural steel is not included.
2. Special coatings, treatments, or finishes for steel members are not included.
3. Steel joists will be primed with the manufacturer's standard primer.
4. Improvement of the standard galvanized finish is not included.
5. Commercial blast cleaning of structural steel and/or miscellaneous steel is not included.

Division 06 – Woods and Plastics

1. All millwork/casework is included as plastic laminate, unless noted otherwise.
2. Cabinet interiors/cores are included as MDF.
3. In-wall blocking is included for CFCI items only.

Division 07 – Thermal and Moisture Protection

1. Spray fireproofing is included for academic addition at Simon MS only. Only minimal touch up of existing spray fireproofing is included. Intumescent paint is not included.
2. Third-party air infiltration and/or water penetration testing not included. Such testing, if performed, shall be by HCISD.
3. Expansion joint covers are not included in cavity walls or in any areas not architecturally exposed.
4. Taping of the rigid insulation seams is not included.

Division 08 – Openings

1. Fire-rated glass is not included.
2. Ballistic rated and impact resistant film is not included.
3. Third-party air infiltration and/or water penetration testing not included. Such testing, if performed, shall be by HCISD.

Division 09 – Finishes

1. Color coded painting of MEP systems are not included.
2. Stripping and/or waxing of floors is not included.
3. Staining or coloring of polished concrete floors is not included.

Division 10 – Specialties

1. Floor mount lockers are included.
2. An AED specification section is provided, although no location is indicated on the plans, and so it is not included. Additionally, FEC locations are indicated in the most recent addition. These are not included to be replaced.

Division 11 – Equipment

1. Lab casework is excluded.
2. Food service equipment is not included.
3. Wall padding is included at select locations. No other Gym Equipment is included.
4. The Kiln at HES will not be replaced, just moved to a new location.

Division 12 – Furnishings

1. Furnishings, fixtures, or equipment or allowance for such is not included.
2. Library furniture and/or equipment is not included.

Division 13 – Special Construction

1. PEMB is included as structural support and roof decking only. No walls or roof insulation is included with PEMB.

Division 14 – NO CLARIFICATIONS**Division 21 – Fire Suppression**

1. Wet-pipe fire sprinkler system is included for the building additions to be extended off the existing system.
2. Dry-pipe fire sprinkler system is not included.
3. Specialty fire suppression such as VESDA, chemical, pre-action, or glycol is not included.
4. We assume flow tests will indicate that adequate water volume and pressure are available for the project requirements, therefore, fire pump, automatic transfer switch, and/or water storage tank(s) are not included.

5. Heat trace of fire sprinkler piping within the building spaces are not included.
6. Exterior heat tracing is not included.
7. Painting of concealed pipe or pipe exposed in mechanical rooms is not included.

Division 22 – Plumbing

1. Natural gas service extension to the site is not included.
2. Heat trace, expansion loops, and/or seismic bracing is not included.

Division 23 – Heating, Ventilating, and Air Conditioning

1. Permanent MEP equipment and systems will be utilized for temporary construction and acclimation of the building environment for the installation of finishes. The appropriate temporary filters and protective measures will be provided.
2. Ductwork will be protected during construction. The cleaning of new ductwork systems, as well as the cleaning of existing mechanical equipment and ductwork is not included.
3. Heat trace, expansion loops, and/or seismic bracing is not included.
4. Testing and balancing is not included.
5. The existing DDC system is assumed to be utilized and extended to the new additions.
6. Unless noted otherwise, testing and certification of indoor air quality is specifically excluded.
7. Sound analysis testing is not included.
8. Note 1 on M3.1E says for the mechanical sub to “refurbish” the AHU in Area E. BCGC will not warranty the AHU and is not responsible for the control thereof.

Division 25 – Integrated Automation – NO CLARIFICATIONS**Division 26 – Electrical**

1. Primary electrical design and/or service is not included.
2. Extension of the existing electrical system is included as indicated.
3. Complete “hard piped” conduit for all specialty and life safety systems is not included.
4. Modifying, replacing, cleaning, or re-ballasting of existing light fixtures is not included.

Division 27 – Communications

1. Telephone and internet services are the responsibility of HCISD.
2. Servers, switches, modems and/or other hardware are not included.
3. Structured cabling for tele/data systems is included. Cable trays are excluded.
4. No tele/data software is included of any kind.
5. PA systems – Carehawk, are included within the classrooms.
6. Distributed Antenna System is included as an allowance to potentially serve each of the entire campuses.

7. All existing systems are assumed to be extended/added to. New systems are excluded.
8. HCISD to provide the required network IP addresses for the control panels and digital video recorder.
9. Network switches and POE switches shall be provided by HCISD.
10. A security system (intrusion alarm system) is not included.

Division 28 – Electronic Safety and Security

1. A new IP surveillance camera system is not included. The existing system is to be extended to additions. Cameras are called out to be OFOI and are therefore excluded.
2. Intrusion detection system is not included.
3. Complete “hard piped” conduit for all specialty and life safety systems is not included.
4. Lightning protection or ground counterpoise is not included.
5. An allowance for ERRC system is being carried in the GMP for both campuses.
6. We have only included the extension of the existing fire alarm systems to the additions. New fire alarm panels are not included.

Division 31 – Earthwork

1. Roadwork is included as concrete paving. Subgrade to be 6” lime stabilized on-site soil.
2. Building pad is to be constructed as a 4’ deep pad at Simon MS and a 2’ deep pad at Hemphill ES per the Geotech reports.
3. Chemical termite control and/or physical barrier termite control is excluded.
4. Building(s), curbs, pavements, and sidewalks will be backfilled with clean materials from on-site excavations.

Division 32 – Exterior Improvements

1. Street/road closure fees or any sidewalk, street, or right-of-way rental are not included.
2. Patching, repairing and/or re-paving public and/or private streets is not included.
3. New perimeter site fencing is not included.
4. Decorative metal fencing is not included.
5. Any improvements for the East parking lot and/or driveway are not included.
6. Track resurfacing or improvement is not included.
7. Spec Section 32 14 13 – Precast Concrete Unit Paving is excluded.
8. Spec Section 32 14 16 – Brick Unit Paving is excluded.
9. Spec Section 32 14 23 – Asphalt Unit Paving is excluded.
10. Spec Section 32 14 40 – Stone Paving is excluded.
11. Spec Section 10 91 19 – Louvered Equipment Screens is carried as a custom unit.

Division 33 – Utilities

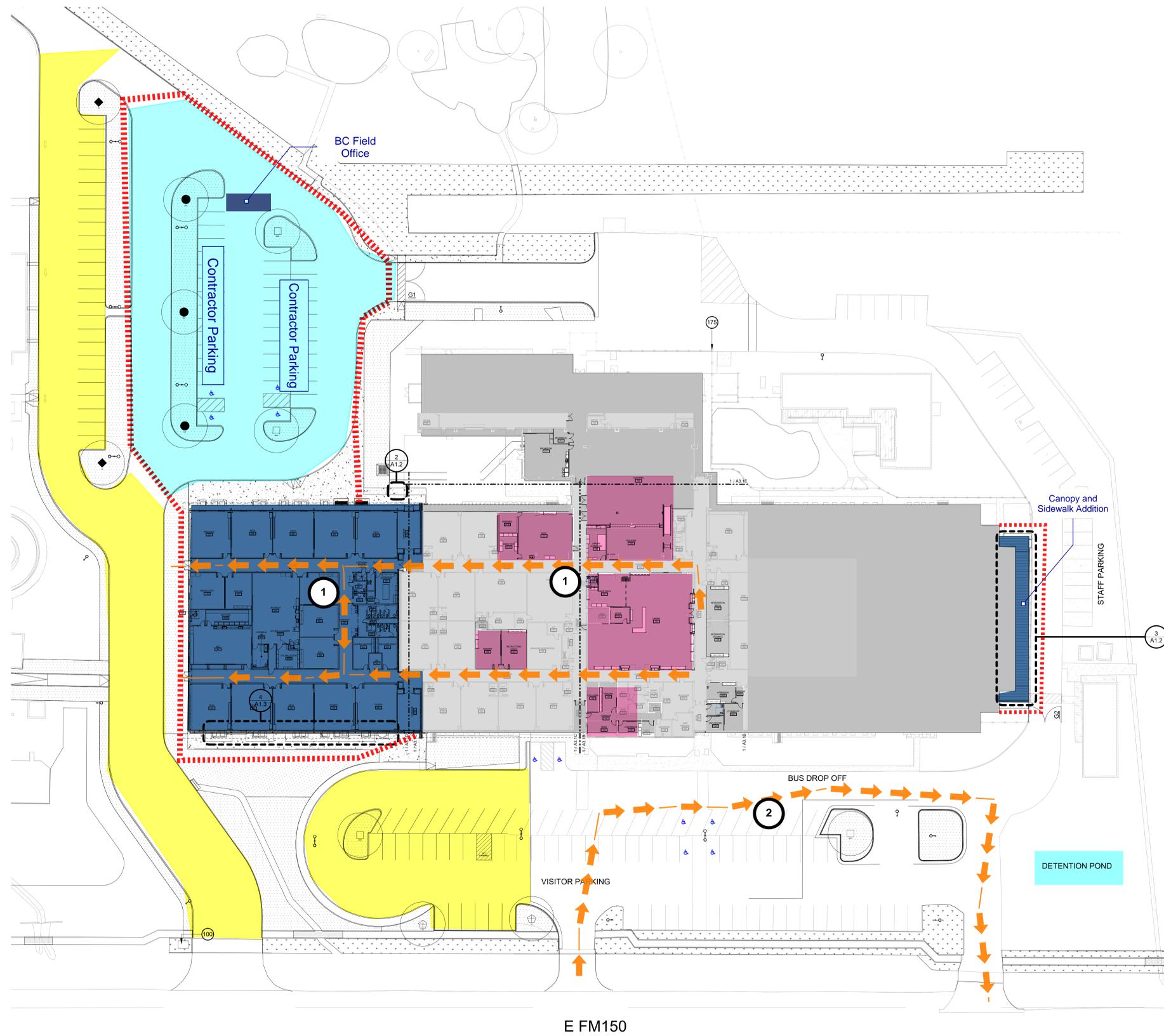
1. Off-site utilities or extending any utility services to the site is not included.
2. Repair and/or replacement of any damage to existing utilities and/or communication systems is not included. We will perform due diligence in locating and exercise due care when excavating for such systems.
3. Establishment of easements for new and/or re-routed utilities is not included.
4. Site fire line calculations shall be performed and implemented in the Contract Documents by the Engineer of Record.
5. PVC piping is carried as the underground storm water piping. Concrete encasement or sleeving of storm lines is not included.

END

SITE LOGISTICS PLAN

THE SITE LOGISTICS AND UTILIZATION PLAN is both a communication and planning tool that Bartlett Cocke General Contractors develops to convey our project approach. The plan is utilized to illustrate how we will phase the project, impact the project site, where temporary facilities, structures and equipment will be placed, how we plan to direct construction and pedestrian traffic and to highlight other important, construction site-related information.

HEMPHILL ES - SITE LOGISTICS PLAN, 3/31/2025



Construction Phase Plan

- Parking Lot and Drive Additions - June 2025 - August 2025
- Fifth Grade New Addition - June 2025 - June 2026
- Interior Renovations - June 2026 - August 2026
- Finish Site Work and Improvements - August 2026

Legend

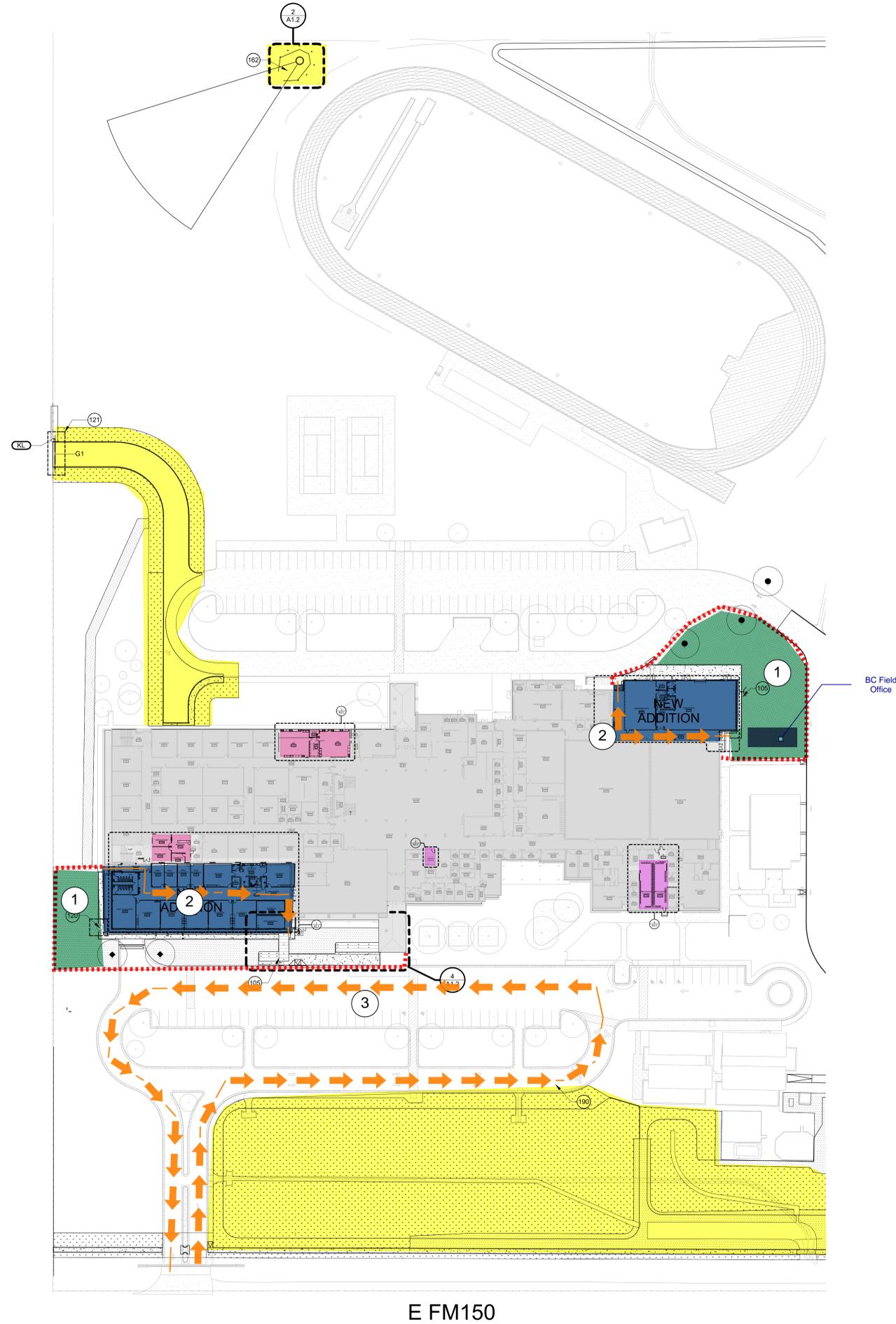
- 1 Construction pedestrian access/egress
- 2 Bus/Parent Drop Off
- Temporary Fencing

Construction Phasing Plan

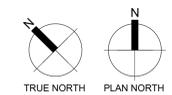
- New Addition - June 2025 - August 2026
- Interior Renovations - June 2026 - August 2026
- Additional Site Work - August 2025

Legend

- Temporary Fencing
- ① Laydown/Storage Area
- ② Construction egress routes
- ③ Bus Loop/Parent Drop-Off



E FM150



SCHEDULE

PROJECT MILESTONES are per the summary below. Reference the attached schedule for additional details.

	ORIGINAL	ACTUAL
ISSUE GMP DOCUMENTS	3/20/2025	3/20/2025
BC BID DAY	4/17/2025	4/17/2025
SUBMIT GMP	5/2/2025	5/2/2025
GMP APPROVAL	5/19/2025	
NOTICE TO PROCEED WITH CONSTRUCTION	5/27/2025	
SUBSTANTIAL COMPLETION	8/12/2026	

Line	Task ID	Name	Duration	Start	Finish	Total Float	Resp (Task)	2025												2026												2027			
								Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr		
1		Hemphill ES	505d	03/25/25 *	08/12/26			Hemphill ES																											
2		Milestones	335d	04/17/25	08/12/26																														
3	4860	Bid Day (4/17/25)		04/17/25 *	04/17/25			4860 Bid Day (4/17/25)																											
4	5030	GMP Deliverable (5/2/25)		05/02/25 *	05/02/25			5030 GMP Deliverable (5/2/25)																											
5	4940	Receive Building and Site Permits (5/12/25)		05/12/25 *	05/12/25			4940 Receive Building and Site Permits (5/12/25)																											
6	4950	Board Approval (5/19/25)		05/19/25 *	05/19/25			4950 Board Approval (5/19/25)																											
7	4810	Notice To Proceed (5/27/25)		05/27/25 *	05/27/25			4810 Notice To Proceed (5/27/25)																											
8	4960	Driveway Substantial Completion (First Day of School 2025 8/13/25)		08/12/25	08/12/25 *	1d		4960 Driveway Substantial Completion (First Day of School 2025 8/13/25)																											
9	4980	Last Day of School (5/22/26)		05/22/26 *	05/22/26			4980 Last Day of School (5/22/26)																											
10	4850	Substantial Completion of Area D (5/22/26)		05/22/26	05/22/26 *			4850 Substantial Completion of Area D (5/22/26)																											
11	4970	Project Substantial Completion -First Day of School 2026 (Tentative 8/12/26)		08/12/26	08/12/26 *			4970 Project Substantial Completion -First Day of School 2026 (Tentative 8/12/26)																											
12		General & Administrative	228d	03/25/25	02/17/26	124d																													
13		Weather Days	20d	01/21/26	02/17/26	68d		Weather Days																											
14	4820	Weather Days (Original)	20d	01/21/26	02/17/26	68d		4820 Area A - Weather Days (Original)																											
15		Schedule Impacts/Delays		03/25/25	03/25/25			Schedule Impacts/Delays																											
16		Preconstruction		03/25/25	03/25/25																														
17		Procurement	205d	04/17/25	02/09/26	59d		Procurement																											
18		Buyout	23d	04/17/25	05/19/25	106d		Buyout																											
19	5050	Finalize Scope and Write Critical WAs	23d	04/17/25	05/19/25			5050 Finalize Scope and Write Critical WAs																											
20	5040	Issue Work Authorizations to Critical Subs (Need Board Approval)		05/19/25	05/19/25	106d		5040 Issue Work Authorizations to Critical Subs (Need Board Approval)																											
21		Subcontractor Submittals	201d	04/23/25	02/09/26	59d		Subcontractor Submittals																											
22		Submittal Prep	40d	04/23/25	06/18/25	184d		Submittal Prep																											
23	5110	PEMB Submittals - Prep	40d	04/23/25	06/18/25			5110 PEMB Submittals - Prep																											
24	5080	Electrical Underground (Site) Submittals - Prep	10d	05/20/25	06/03/25	11d		5080 Electrical Underground (Site) Submittals - Prep																											
25	5060	Site Work Submittals - Prep	10d	05/20/25	06/03/25	21d		5060 Site Work Submittals - Prep																											
26	5070	Utilities Submittals - Prep	10d	05/20/25	06/03/25	26d		5070 Utilities Submittals - Prep																											
27	19290	Transformer - Prep	20d	05/20/25	06/17/25	45d		19290 Transformer - Prep																											
28	5090	HVAC Equipment Submittals - Prep	10d	05/20/25	06/03/25	106d		5090 HVAC Equipment Submittals - Prep																											
29	5120	Masonry Submittals - Prep	10d	05/20/25	06/03/25	138d		5120 Masonry Submittals - Prep																											
30	5130	Roofing Submittals - Prep	10d	05/20/25	06/03/25	164d		5130 Roofing Submittals - Prep																											
31	5081	Electrical Equipment Submittals - Prep	10d	05/20/25	06/03/25	170d		5081 Electrical Equipment Submittals - Prep																											
32	5100	Canopy Submittals - Prep	10d	05/20/25	06/03/25	185d		5100 Canopy Submittals - Prep																											
33	5140	Foundation Submittals - Prep	10d	05/20/25	06/03/25	190d		5140 Foundation Submittals - Prep																											
34	5150	Grade Beam Penetration Drawing Submittals (3/SO.2) - Prep	10d	05/20/25	06/03/25	195d		5150 Grade Beam Penetration Drawing Submittals (3/SO.2) - Prep																											
35	5160	Column Blockout Drawing Submittal (9/SO.2) - Prep	10d	05/20/25	06/03/25	195d		5160 Column Blockout Drawing Submittal (9/SO.2) - Prep																											
36		BC Review	13d	06/04/25	06/20/25	184d		BC Review																											
37	5190	Electrical Underground (Site) Submittals - BC Review	2d	06/04/25	06/05/25	11d		5190 Electrical Underground (Site) Submittals - BC Review																											
38	5170	Site Work Submittals - BC Review	2d	06/04/25	06/05/25	21d		5170 Site Work Submittals - BC Review																											
39	5180	Utilities Submittals - BC Review	2d	06/04/25	06/05/25	26d		5180 Utilities Submittals - BC Review																											
40	5200	HVAC Equipment Submittals - BC Review	2d	06/04/25	06/05/25	106d		5200 HVAC Equipment Submittals - BC Review																											
41	5230	Masonry Submittals - BC Review	2d	06/04/25	06/05/25	138d		5230 Masonry Submittals - BC Review																											
42	5240	Roofing Submittals - BC Review	2d	06/04/25	06/05/25	164d		5240 Roofing Submittals - BC Review																											
43	5191	Electrical Equipment Submittals - BC Review	2d	06/04/25	06/05/25	170d		5191 Electrical Equipment Submittals - BC Review																											
44	5210	Canopy Submittals - BC Review	2d	06/04/25	06/05/25	185d		5210 Canopy Submittals - BC Review																											
45	5250	Foundation Submittals - BC Review	2d	06/04/25	06/05/25	190d		5250 Foundation Submittals - BC Review																											

Start: 3/25/2025
 Finish: 8/12/2026
 Data Date: 3/25/2025
 Print Date: 4/4/2025
 Page 1 of 7



Line	Task ID	Name	Duration	Start	Finish	2025												2026												2027																			
						Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb																					
						31	14	28	12	26	9	23	7	21	4	18	1	15	29	13	27	10	24	8	22	5	19	2	16	2	16	30	13	27	11	25	8	22	6	20	3	17	31	14	28	12	26	9	23
1		Milestones	333d	04/17/25	08/11/26	[Gantt bar from 04/17/25 to 08/11/26]																																											
2	14980	Bid Day (4/17/25)		04/17/25	04/17/25	14980 [Diamond] Bid Day (4/17/25)																																											
3	15030	GMP Deliverable (5/2/25)		05/02/25	05/02/25	15030 [Diamond] GMP Deliverable (5/2/25)																																											
4	14990	Building and Site Permits (5/12/25)		05/12/25	05/12/25	14990 [Diamond] Building and Site Permits (5/12/25)																																											
5	15000	Board Approval (5/19/25)		05/19/25	05/19/25	15000 [Diamond] Board Approval (5/19/25)																																											
6	4810	Notice To Proceed (5/27/25)		05/27/25	05/27/25	4810 [Diamond] Notice To Proceed (5/27/25)																																											
7	15010	First Day of School 2025 (8/13/25)		08/13/25	08/13/25	15010 [Diamond] First Day of School 2025 (8/13/25)																																											
8	4850	Phase 1 - Substantial Completion (5/22/26)		05/21/26	05/21/26	4850 [Diamond] Phase 1 - Substantial Completion (5/22/26)																																											
9	17950	Phase 2 - Commencement (5/27/26)		05/27/26	05/27/26	17950 [Diamond] Phase 2 - Commencement (5/27/26)																																											
10	17960	Phase 2 - Substantial Completion (8/12/26)		08/10/26	08/10/26	17960 [Diamond] Phase 2 - Substantial Completion (8/12/26)																																											
11	18000	Project Substantial Completion - First Day of School 2026 (8/12/26)		08/11/26	08/11/26	18000 [Diamond] Project Substantial Completion - First Day of School 2026 (8/12/26)																																											
12		General & Administrative	206d	03/25/25	01/16/26	[Gantt bar from 03/25/25 to 01/16/26]																																											
13		Weather Days	20d	12/17/25	01/16/26	[Gantt bar from 12/17/25 to 01/16/26]																																											
14	4820	Weather Days (Original)	20d	12/17/25	01/16/26	4820 [Green] Area A - Weather Days (Original)																																											
15		Schedule Impacts/Delays		03/25/25	03/25/25	Schedule Impacts/Delays																																											
16		Preconstruction		03/25/25	03/25/25	[Gantt bar from 03/25/25 to 03/25/25]																																											
17		Procurement	105d	04/18/25	09/16/25	[Gantt bar from 04/18/25 to 09/16/25]																																											
18		Buyout	23d	04/18/25	05/20/25	[Gantt bar from 04/18/25 to 05/20/25]																																											
19	15050	Finalize Scopes and Write Critical WAs	23d	04/18/25	05/20/25	15050 [Green] Finalize Scopes and Write Critical WAs																																											
20	15040	Issue Work Authorizations to Critical Subcontractors (Board Approval Needed)	1d	05/19/25	05/19/25	15040 [Green] Issue Work Authorizations to Critical Subcontractors (Board Approval Needed)																																											
21		Subcontractor Submittals	105d	04/18/25	09/16/25	[Gantt bar from 04/18/25 to 09/16/25]																																											
22		Submittal Prep	33d	04/18/25	06/04/25	[Gantt bar from 04/18/25 to 06/04/25]																																											
23	15100	Structural Steel Submittals - Prep	30d	04/18/25	05/30/25	15100 [Green] Structural Steel Submittals - Prep																																											
24	15090	Foundation Submittals - Prep	10d	04/18/25	05/01/25	15090 [Green] Foundation Submittals - Prep																																											
25	15160	Grade Beam Sleeve Blockout Coordination Submittal (3/S0.2) - Prep	10d	04/18/25	05/01/25	15160 [Green] Grade Beam Sleeve Blockout Coordination Submittal (3/S0.2) - Prep																																											
26	15170	Column Blockout Drawing Submittal (9/S0.2) - Prep	10d	04/18/25	05/01/25	15170 [Green] Column Blockout Drawing Submittal (9/S0.2) - Prep																																											
27	15120	Electrical Submittals - Prep	10d	04/18/25	05/01/25	15120 [Green] Electrical Submittals - Prep																																											
28	15070	Utility Submittals - Prep	10d	04/18/25	05/01/25	15070 [Green] Utility Submittals - Prep																																											
29	15060	Site Work Submittals - Prep	10d	05/20/25	06/03/25	15060 [Green] Site Work Submittals - Prep																																											
30	15130	Masonry Submittals - Prep	10d	05/20/25	06/03/25	15130 [Green] Masonry Submittals - Prep																																											
31	15140	Roofing Submittals - Prep	10d	05/20/25	06/03/25	15140 [Green] Roofing Submittals - Prep																																											
32	15150	Storefront Submittals - Prep	10d	05/20/25	06/03/25	15150 [Green] Storefront Submittals - Prep																																											
33	15110	HVAC Submittals - Prep	10d	05/21/25	06/04/25	15110 [Green] HVAC Submittals - Prep																																											
34	15080	Field Events Submittals - Prep	10d	05/21/25	06/04/25	15080 [Green] Field Events Submittals - Prep																																											
35		BC Review	25d	05/02/25	06/06/25	[Gantt bar from 05/02/25 to 06/06/25]																																											
36	15230	Foundation Submittals - BC Review	2d	05/02/25	05/05/25	15230 [Green] Foundation Submittals - BC Review																																											
37	15300	Grade Beam Sleeve Blockout Coordination Submittal (3/S0.2) - BC Review	2d	05/02/25	05/05/25	15300 [Green] Grade Beam Sleeve Blockout Coordination Submittal (3/S0.2) - BC Review																																											
38	15310	Column Blockout Drawing Submittal (9/S0.2) - BC Review	2d	05/02/25	05/05/25	15310 [Green] Column Blockout Drawing Submittal (9/S0.2) - BC Review																																											
39	15260	Electrical Submittals - BC Review	2d	05/02/25	05/05/25	15260 [Green] Electrical Submittals - BC Review																																											
40	15210	Utility Submittals - BC Review	2d	05/02/25	05/05/25	15210 [Green] Utility Submittals - BC Review																																											
41	15240	Structural Steel Submittals - BC Review	2d	06/02/25	06/03/25	15240 [Green] Structural Steel Submittals - BC Review																																											
42	15200	Site Work Submittal - BC Review	2d	06/04/25	06/05/25	15200 [Green] Site Work Submittal - BC Review																																											
43	15270	Masonry Submittals - BC Review	2d	06/04/25	06/05/25	15270 [Green] Masonry Submittals - BC Review																																											
44	15280	Roofing Submittals - BC Review	2d	06/04/25	06/05/25	15280 [Green] Roofing Submittals - BC Review																																											

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Line	Task ID	Name	Duration	Start	Finish	2025												2026												2027																			
						Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb																					
						31	14	28	12	26	9	23	7	21	4	18	1	15	29	13	27	10	24	8	22	5	19	2	16	2	16	30	13	27	11	25	8	22	6	20	3	17	31	14	28	12	26	9	23
88	17810	Backfill at Curbs - Connector Drive 5/27/25-8/1/25	3d	08/01/25	08/05/25	17810 Backfill at Curbs - Connector Drive 5/27/25-8/1/25																																											
89	17830	Clean up - Connector Drive 5/27/25-8/1/25	1d	08/06/25	08/06/25	17830 Clean up - Connector Drive 5/27/25-8/1/25																																											
90	17840	Landscape Temp Irrig - Connector Drive 5/27/25-8/1/25	5d	08/07/25	08/13/25	17840 Landscape Temp Irrig - Connector Drive 5/27/25-8/1/25																																											
91	4880	Foundation	52d	05/27/25	08/07/25	4880																																											
92	4940	Area B	52d	05/27/25	08/07/25	4940																																											
93	15560	Layout Building Corners and Benchmarks	3d	05/27/25	05/29/25	15560 Layout Building Corners and Benchmarks																																											
94	15570	Excavate Building Pad	5d	05/30/25	06/05/25	15570 Excavate Building Pad																																											
95	15580	Select Fill at Building Pad	5d	06/06/25	06/12/25	15580 Select Fill at Building Pad																																											
96	15590	BCGC Layout of Foundation Elements	5d	06/13/25	06/19/25	15590 BCGC Layout of Foundation Elements																																											
97	15600	Excavate Grade Beam Footings	4d	06/20/25	06/25/25	15600 Excavate Grade Beam Footings																																											
98	15610	Form, Reinforce, Pour Concrete Grade Beams	5d	06/26/25	07/02/25	15610 Form, Reinforce, Pour Concrete Grade Beams																																											
99	15630	Under Slab MEP Rough	5d	07/03/25	07/10/25	15630 Under Slab MEP Rough																																											
100	15640	Form, Poly, Rebar Concrete Slab	5d	07/11/25	07/17/25	15640 Form, Poly, Rebar Concrete Slab																																											
101	15650	In-Slab MEP	5d	07/18/25	07/24/25	15650 In-Slab MEP																																											
102	15620	Set Anchor Bolts	3d	07/18/25	07/22/25	15620 Set Anchor Bolts																																											
103	15660	Inspect and Pour Concrete Slab	5d	07/25/25	07/31/25	15660 Inspect and Pour Concrete Slab																																											
104	15670	Cure Concrete Slab	5d	08/01/25	08/07/25	15670 Cure Concrete Slab																																											
105	4950	Area H	52d	05/27/25	08/07/25	4950																																											
106	15680	Layout Building Corners and Benchmarks	3d	05/27/25	05/29/25	15680 Layout Building Corners and Benchmarks																																											
107	15690	Excavate Building Pad	5d	05/30/25	06/05/25	15690 Excavate Building Pad																																											
108	15700	Select Fill at Building Pad	5d	06/06/25	06/12/25	15700 Select Fill at Building Pad																																											
109	15710	BCGC Layout of Foundation Elements	5d	06/13/25	06/19/25	15710 BCGC Layout of Foundation Elements																																											
110	15720	Excavate Grade Beam Footings	4d	06/20/25	06/25/25	15720 Excavate Grade Beam Footings																																											
111	15730	Form, Reinforce, Pour Concrete Grade Beams	5d	06/26/25	07/02/25	15730 Form, Reinforce, Pour Concrete Grade Beams																																											
112	15750	Under Slab MEP Rough	5d	07/03/25	07/10/25	15750 Under Slab MEP Rough																																											
113	15760	Form, Poly, Rebar Concrete Slab	5d	07/11/25	07/17/25	15760 Form, Poly, Rebar Concrete Slab																																											
114	15770	In-Slab MEP	5d	07/18/25	07/24/25	15770 In-Slab MEP																																											
115	15740	Set Anchor Bolts	3d	07/18/25	07/22/25	15740 Set Anchor Bolts																																											
116	15780	Inspect and Pour Concrete Slab	5d	07/25/25	07/31/25	15780 Inspect and Pour Concrete Slab																																											
117	15790	Cure Concrete Slab	5d	08/01/25	08/07/25	15790 Cure Concrete Slab																																											
118	4890	Structure	90d	08/08/25	12/16/25	4890																																											
119	4910	Structural Steel	60d	08/08/25	10/31/25	4910																																											
120	4960	Area B	45d	08/08/25	10/10/25	4960																																											
121	15800	Erect Primary and Secondary Structural Steel	15d	08/08/25	08/28/25	15800 Erect Primary and Secondary Structural Steel																																											
122	15810	Detail Miscellaneous Steel	10d	08/29/25	09/12/25	15810 Detail Miscellaneous Steel																																											
123	17850	Steel Inspection - Primary Steel	5d	09/15/25	09/19/25	17850 Steel Inspection - Primary Steel																																											
124	15820	Install Metal Roof Deck	10d	09/22/25	10/03/25	15820 Install Metal Roof Deck																																											
125	17860	Roof Deck Inspection	5d	10/06/25	10/10/25	17860 Roof Deck Inspection																																											
126	4970	Area H	45d	08/29/25	10/31/25	4970																																											
127	15830	Erect Primary and Secondary Structural Steel	15d	08/29/25	09/19/25	15830 Erect Primary and Secondary Structural Steel																																											
128	15840	Detail Miscellaneous Steel	10d	09/22/25	10/03/25	15840 Detail Miscellaneous Steel																																											
129	17870	Steel Inspection - Primary Steel	5d	10/06/25	10/10/25	17870 Steel Inspection - Primary Steel																																											
130	15850	Install Metal Roof Deck	10d	10/13/25	10/24/25	15850 Install Metal Roof Deck																																											
131	17880	Roof Deck Inspection	5d	10/27/25	10/31/25	17880 Roof Deck Inspection																																											
132	4920	Roofing	45d	10/13/25	12/16/25	4920																																											
133	4980	Area B	34d	10/13/25	12/01/25	4980																																											

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**HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES**

Date: May 19, 2025

Agenda Item: O.7

Board Goal: Community Relations

Subject: Consideration and possible approval of the Guaranteed Maximum Price for 2025 Bond Renovations and Additions to Kyle Elementary School and Tom Green Elementary School

Administrator Responsible/Position: Max Cleaver, Chief Operations Officer
Nathan Wensowitch, Exec Dir of Facilities Construction & Bond Programs

A. Purpose of Agenda Item:

- Action needed Information only Receive input

B. Authority for This Action:

- Local Policy: Law or Rule N/A

CVD: Facilities Construction –
Construction Manager-at-Risk

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

D. Summary:

Previous board action relating to this item: On September 24, 2024, the Board reviewed the schematic designs and associated pricing for potential 2025 Bond projects (2023 Bond BP 12 for planning) including Simon MS and Hemphill ES. On October 28, 2024, the Board approved for further consideration the schematic design for the 2023 Bond Bid Package 12 Projects and middle school renovations and additions. On January 27, 2025 the Board approved for further consideration the design development (DD) for 2023 Bond Bid Package 12 Projects at Kyle ES, Tom Green ES, Hemphill ES, Fuentes ES, Wallace MS, Chapa MS, and Simon MS.

Future action anticipated: N/A

Background information: The 2023 Bond BP 12 contained provisions for design work at multiple campuses that generated real cost estimates for the 2025 Bond Program. In April 2023, the Board selected Construction Manager at Risk (CMAR) as the method of procurement and Lee Lewis as the contractor for this work. In the Fall of 2023, Lee Lewis withdrew from their assignments and the Board reassigned the work to Jackson Construction Company in June 2024. OCR will provide select construction documents, and Jackson Construction will provide updated pricing information. Staff anticipates reviewing this information with the FBOC on May 14, 2025.

E. Comments Received:

- Cabinet DLT FBOC Teacher Org. Reps. Other:

F. Administrative Recommendation: Administration recommends approval of the GMP as presented

Advantages and benefits of this proposal: N/A

Expected results in terms of student benefit/achievement: N/A

Effect of this action on other parts of the system: N/A

Consequences of not approving this recommendation: N/A

G. Fiscal Impact and Cost: \$77,846,767

Kyle ES: \$43,629,456; Tom Green ES: \$34,217,311

Budget 2025 Bond Grant/Special Funds: Other

Budget Amendment Needed

Prior Year Spending: N/A

Reasons for rejecting alternatives: N/A

Future/Ongoing: N/A

H. Monitoring and Reporting Time Line:

Person responsible for evaluating this decision or action: Max Cleaver, Nathan Wensowitch

Evaluation method and time line: N/A

Next report to the board: The project team will post weekly project reports once construction begins

I. Suggested Motion:

I move that the Hays CISD Board of Trustees approve the Guaranteed Maximum Price (GMP) from Jackson Construction Company in the amount of \$43,629,456 for the 2025 Bond Renovations and Additions to Kyle ES, and in the amount of \$34,217,311 for the 2025 Bond Renovations and Additions to Tom Green ES, designed by O'Connell Robertson Architects, as presented.

2025 Bond Cost Information

\$52,984,267 \$50,430,542 \$50,136,464

KES	SD Estimate 10/08/24	DD estimate 1-10-2025	GMP 4-30-2025	GMP 5-2-2025	
Construction CR Addition and Front Entry	\$28,089,389	\$29,451,412	\$43,880,805	\$43,629,456	
Construction: Library Add	\$4,972,971	\$0	\$0	\$0	included at GMP
Construction: Admin Reno	\$3,505,121	\$8,097,340	\$0	\$0	included at GMP
Construction: Café Reno	\$1,950,026	\$0	\$0	\$0	included at GMP
Construction: Demo Buildings and Parking	\$3,304,114	\$3,169,791	\$0	\$0	included at GMP
Construction: Cap Improvements	\$4,966,294	\$4,618,641	\$0	\$0	included at GMP
Construction: Alt 1 CND Bldg Demo and Parking	\$391,186	\$385,399	\$0	\$0	included at GMP
Temporary Library at Kimbro	\$346,006	\$340,893	\$0	\$0	included in GMP
Relocate 2 Portable Buildings	\$0	\$0	\$0	\$0	included in GMP
Condensate Recovery System	\$0	\$0	\$0	\$0	included in GMP
Architect	\$2,416,757	\$2,314,443	\$2,161,656	\$2,144,062	Total includes reduction from 2023 Design Fees
FFE	\$3,326,757	\$3,224,443	\$3,071,656	\$3,054,062	\$910,000
Infr and Fees	\$1,425,753	\$1,381,904	\$1,316,424	\$1,308,884	
Contingency	\$1,425,753	\$3,135,861	\$5,689,586	\$5,983,664	
Total	\$56,120,128	\$56,120,128	\$56,120,128	\$56,120,128	



May 2, 2025

Mr. Max Cleaver

Hays Consolidated Independent School District

21003 Interstate 35

Kyle, Texas 78460

For Board Meeting dated May 19, 2025

Re: **Guaranteed Maximum Price for BP12 – Kyle Elementary Additions & Renovations**
(Submittal #1)

Dear Mr. Cleaver:

Jackson Construction has solicited and received Subcontractor proposals for the Construction Documents for the Bid Package 12 Kyle Elementary Additions & Renovations project. Based upon the analysis of the budgets received, we have assembled this GMP deliverable for the work included in this proposal package. We are pleased to offer the following GMP update:

Forty Three Million Six Hundred Twenty-Nine Thousand, Four Hundred Fifty-Six Dollars and no/100
(\$43,629,456)

Included in the GMP:

- Owner Contingency.....**\$1,000,000**
- Tarriff Allowance (1%)**\$436,295**
- CM Contingency**\$1,405,524**

Alternates Included in GMP:

- Alternate No. 1 – Demolish, Remove, & Relocate 2 Additional Portables
- Alternate No. 3 – Condensate Recovery System
- Alternate 5: RTUs by Daikin
- Alternate 6: Split Systems by Daikin
- Alternate 7: DOAS RTUs by Daikin with Energy Recovery Core
- Alternate 8: Test and Balance

Cost Value Options Items Included in this GMP:

- None

Items Included in this GMP:

- Payment and Performance Bond and Insurance
- Construction Manager Fee
- General Conditions Costs
- Cost -of-Work Items
- Payroll Taxes, Insurance, and other Costs
- All Construction work per plans and specifications, unless specifically noted or excluded below and in submitted estimate.

Items Excluded from this GMP:

- Sales Tax for all incorporated materials.
- Testing and Inspections
- Asbestos Abatement
- Design / Impact / Use / Development / Consultant / Jurisdictional / Agency Fees
- Building Permit Fee
- 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.
- Utility consumption costs, public utility applications, public utility construction costs and hook up fees.
- Modification of any existing system or conditions to bring them up to code compliance unless the scope of such modifications is clearly shown in the Construction Documents.
- All Soft Costs (Design/Engineering Fees, FF&E, Building Permit or Plan Review Costs, Geotech, Survey, Testing, Technology, Engineering) outside of the Construction GMP.
- All items not shown or specified in the referenced Proposal Documents.
- Temporary cooler / freezer or temporary cooling during renovations.

Clarifications and Assumptions:

- Schedule for this project is June 2025 until December 31, 2027.
- This GMP includes payment & performance bond at a fixed cost of \$353,518. This cost will be billed in full within the first 90 days of the project start date and is not subject to retainage calculations.
- This GMP includes general liability at a fixed cost of \$283,591. This cost will be billed in full within the first 90 days of the project start date and is not subject to retainage calculations.
- This GMP includes a builders' risk policy at a fixed cost of \$124,257. This cost will be billed in full within the first 90 days of the project start date and is not subject to retainage. The coverage of the builder's risk insurance policy applies to the new construction and portions of the existing buildings Jackson Construction is renovating. The portion of the existing buildings or structures that are not being renovated or added on to under the contract documents is covered solely by



the owner's own policy.

- This GMP includes the capital improvements that were shown in the contract documents.
- This GMP includes the recovering of the existing roof at the kitchen and cafeteria building. The recover includes ½" coverboard with new modified bitumen roofing system on top. This GMP includes 50,000 allowance for investigative work for this roofing area.
- This GMP includes allowances for portable & ramp relocations. Once final locations are determined, final pricing can be confirmed. Allowances include electrical hookups and fire alarm hookups (pending AHJ). Allowances do not include new electrical panels, water & sewer hookups (under the assumption there were no water in these buildings), new ramps or decking, new canopies or new concrete foundations.
- This GMP includes an allowance of \$155,000 that will include relocation of furniture for renovations and relocating existing library into Kimbrough building for temporary library space.
- This GMP excludes an AISC certified Steel Fabricator.
- This GMP excludes an AWI certified millwork fabricator and installer.
- This GMP includes playground equipment that is a substitution to the specifications. The boat is a Rockin' Glide and hip shade product manufactured by Superior Products.
- This GMP includes a \$50,000 escalator allowance for all rebar that will be installed after January 1, 2026.
- This GMP includes an ornamental railing manufactured by Listro Railings.
- This GMP includes importing topsoil for new landscape areas.
- This GMP includes an allowance for moisture mitigation of the existing flooring in the renovation areas of \$80,000.
- This GMP includes an allowance to relocate existing playgrounds that conflict with new additions for \$125,000.

GMP Documents:

- Documents developed by O'Connell Robertson:
 - 100% CD GMP DrawingsMarch 20, 2025
 - 100% CD GMP Project Manual.....March 20, 2025
 - Addendum 1..... April 15, 2025



We have provided this GMP Deliverable to assist you in moving forward with the construction of this project. We request that you review and approve this report, including the project GMP in the above amounts. If you have any questions, please do not hesitate to contact us.

Sincerely,

Jackson Construction Co. Inc.

A handwritten signature in black ink that reads 'Bryan Parma'.

Bryan Parma

Vice President of Pre-Construction

CC: Nathan Wensowitch – Hays CISD
Joe Alexandre – Hays CISD
Doug Dawson – O’Connell Robertson

KYLE ELEMENTARY ADDITIONS & RENOVATIONS
HAYS CONSOLIDATED ISD
5/2/2025



GUARANTEED MAXIMUM PRICE - SUMMARY

CSI	BID PACKAGE DESCRIPTION	TOTAL COST	COMMENTS
01	GENERAL REQUIREMENTS	\$643,000	
02	EXISTING CONDITIONS	\$439,500	
03	CONCRETE	\$2,030,000	
04	MASONRY	\$1,879,291	
05	METALS	\$2,851,060	
06	WOODS & PLASTICS	\$1,094,351	
07	THERMAL & MOISTURE PROTECTION	\$3,383,106	
08	DOORS & WINDOWS	\$1,410,297	
09	DRYWALL & FINISHES	\$3,716,361	
10	SPECIALTIES	\$712,255	
11	EQUIPMENT	\$248,038	
12	FURNISHINGS	\$266,107	
13	SPECIAL CONSTRUCTION	\$0	
14	CONVEYING SYSTEMS	\$102,508	
21	FIRE SUPPRESSION	\$1,269,566	
22	PLUMBING	\$3,261,106	
23	HVAC	\$5,090,000	
26	ELECTRICAL	\$3,401,425	
27	COMMUNICATIONS	\$970,483	
28	ELECTRONIC SAFETY AND SECURITY	\$887,413	
31	EARTHWORK	\$954,200	
32	SITE IMPROVEMENTS	\$710,219	
33	UTILITIES	\$880,352	
ALW	ALLOWANCES	\$1,661,295	
SUBTOTAL		\$37,861,933	
GENERAL CONDITIONS		\$2,295,892	
CONTRACTORS CONTINGENCY		\$1,405,524	
GENERAL LIABILITY		\$283,591	
BUILDER'S RISK INSURANCE		\$124,257	
PERFORMANCE BOND		\$353,518	
CONSTRUCTION MANAGER FEE		\$1,269,741	
PRECONSTRUCTION FEE		\$35,000	
GRAND TOTAL COST		\$43,629,456	
ALTERNATES		RECOMMENDED	NOT RECOMMENDED
ALTERNATE NO. 1 - DEMOLISH, REMOVE, & RELOCATE 2 ADDITIONAL PORTABLES		INCLUDED ABOVE	
ALTERNATE NO. 3 - CONDENSATE RECOVERY SYSTEM		INCLUDED ABOVE	
ALTERNATE NO. 5: RTUs BY DAIKIN		INCLUDED ABOVE	
ALTERNATE NO. 6: SPLIT SYSTEMS BY DAIKIN		INCLUDED ABOVE	
ALTERNATE NO. 7: DOAS RTUs BY DAIKIN WITH ENERGY RECOVERY CORE		INCLUDED ABOVE	
ALTERNATE NO. 8 - TEST AND BALANCE		INCLUDED ABOVE	
GRAND TOTAL COST (ALTERNATES)		\$43,629,456	
DD ESTIMATE		\$45,337,184	
VARIANCE		\$1,707,728	

KYLE ELEMENTARY ADDITIONS & RENOVATIONS
HAYS CONSOLIDATED ISD
 May 2, 2025



GMP - DETAILED BREAKOUT

CODE	ITEM	COMMENTS	BASE PROPOSAL
01	GENERAL REQUIREMENTS		
01A	GENERAL REQUIREMENTS		393,000
01A	PORTABLES RELOCATION (INCLUDING ALTERNATE 1		250,000
02	EXISTING CONDITIONS		
02A	DEMOLITION		404,500
02B	ASBESTOS ABATEMENT	BY OWNER	0
02C	SWPPP / EROSION CONTROL		35,000
03	CONCRETE		
03A	CONCRETE TURN-KEY		1,745,000
03A	CONCRETE TURN-KEY - ALTERNATE 3 - CONCRETE PAD FOR COLLECTION TANK		10,000
03F	POLISHED/STAINED CONCRETE		275,000
04	MASONRY		
04A	MASONRY		1,879,291
05	METALS		
05B	STEEL FABRICATION		1,831,130
05C	STEEL ERECTION		725,120
05D	ORNAMENTAL RAILINGS		100,000
05E	METAL FABRICATIONS		194,810
06	WOODS & PLASTICS		
06A	ROUGH CARPENTRY		243,513
06B	MILLWORK		850,838
06C	PANELING	IN 06B	0
07	THERMAL & MOISTURE PROTECTION		
07A	WATERPROOFING		498,106
07B	FIRESTOPPING	IN 07A	
07D	ROOFING		2,820,000
07G	EXPANSION JOINT COVERS		65,000
08	DOORS & WINDOWS		
08A	DOORS, FRAMES, & HARDWARE		910,297
08B	DOOR INSTALLATION	IN 08A	
08D	GLASS & GLAZING		500,000
09	FINISHES		
09A	DRYWALL & CEILINGS		2,498,460
09D	TILE		395,699
09F	RESILIENT FLOORING		113,840
09F	MOISTURE MITIGATION		80,000

KYLE ELEMENTARY ADDITIONS & RENOVATIONS

HAYS CONSOLIDATED ISD

May 2, 2025



JACKSON
CONSTRUCTION

GMP - DETAILED BREAKOUT

CODE	ITEM	COMMENTS	BASE PROPOSAL
09G	WOOD FLOORING		32,500
09H	RESILIENT ATHLETIC FLOORING		63,362
09K	PAINTING		532,500
10	SPECIALTIES		
10A	SPECIALTIES		282,962
10F	CANOPIES		118,340
10H	SIGNAGE		109,429
10J	OPERABLE WALLS		76,524
10R	SPECIALTIES INSTALLATION		125,000
11	EQUIPMENT		
11A	STAGE EQUIPMENT		21,698
11B	FOOD SERVICE EQUIPMENT		102,040
11D	ATHLETIC EQUIPMENT		69,300
11E	SCOREBOARD	IN 11D	
11F	KILN		10,000
11G	RESIDENTIAL APPLIANCES		45,000
12	FURNISHINGS		
12A	BLINDS		61,107
12G	LIBRARY FURNITURE		50,000
12H	KIMBROUGH BUILDING RELOCATION & FURNITURE MOVING		155,000
13	SPECIAL CONSTRUCTION	NONE	
14	CONVEYING SYSTEMS		
14A	ELEVATORS		102,508
21	FIRE SUPPRESSION		
21A	FIRE PROTECTION SYSTEM		1,269,566
22	PLUMBING		
22A	PLUMBING		3,261,106
23	HVAC		
23B	HVAC		5,245,000
23B	HVAC - ALTERNATE 3 CONDENSATE COLLECTION SYSTEM		18,000
23B	HVAC - ALTERNATE 5B DAIKIN RTUs		(195,000)
23B	HVAC - ALTERNATE 6B DAIKIN SPLIT SYSTEMS		3,000
23B	HVAC - ALTERNATE 7B DAIKIN DOAS WITH ENERGY CORE		(50,000)
23C	HVAC CONTROLS	IN 23B	0
23D	TEST & BALANCE		69,000
23E	COMMISSIONING	BY OWNER	0

KYLE ELEMENTARY ADDITIONS & RENOVATIONS
HAYS CONSOLIDATED ISD
 May 2, 2025



GMP - DETAILED BREAKOUT

CODE	ITEM	COMMENTS	BASE PROPOSAL
26	ELECTRICAL		
26A	ELECTRICAL		3,401,425
27	COMMUNICATIONS		
27A	DATA CABLING		353,137
27B	AUDIO-VIDEO		448,856
27C	INTERCOM / PA		168,490
28	ELECTRONIC SAFETY AND SECURITY		
28A	FIRE ALARM		478,155
28B	SECURITY		409,258
31	EARTHWORK		
31A	EARTHWORK		950,000
31B	ASPHALT PAVING	NONE	0
31C	TERMITE CONTROL		4,200
32	EXTERIOR IMPROVEMENTS		
32A	LANDSCAPING & IRRIGATION		298,899
32B	FENCING		174,690
32C	PAVEMENT MARKINGS		11,630
32E	PLAYGROUND EQUIPMENT		100,000
32E	PLAYGROUND RELOCATION		125,000
32J	CONCRETE PAVERS	IN 32A	
33	UTILITIES		
33A	SITE UTILITIES		835,352
33B	IRRIGATION TANK		45,000
01	ALLOWANCES		
ALW	OWNERS CONTINGENCY		1,000,000
ALW	TARIFF ALLOWANCE		436,295
ALW	GRAPHICS		75,000
ALW	PLAN REVIEW COMMENTS		150,000
	SUBTOTAL		37,861,933
	GENERAL CONDITIONS		2,295,892
	CONTRACTORS CONTINGENCY		1,405,524
	GENERAL LIABILITY INSURANCE		283,591
	BUILDERS RISK		124,257
	PAYMENT & PERFORMANCE BOND		353,518
	CONSTRUCTION MANAGER FEE		1,269,741
	PRECONSTRUCTION FEE		35,000



GMP - DETAILED BREAKOUT

CODE	ITEM	COMMENTS	BASE PROPOSAL
TOTAL BASE BID			43,629,456
RECOMMENDED			
	ALTERNATE NO. 1 - DEMOLISH, REMOVE, & RELOCATE 2 ADDITIONAL PORTABLES		INCLUDED ABOVE
	ALTERNATE NO. 3 - CONDENSATE RECOVERY SYSTEM		INCLUDED ABOVE
	ALTERNATE NO. 5: RTUs BY DAIKIN		INCLUDED ABOVE
	ALTERNATE NO. 6: SPLIT SYSTEMS BY DAIKIN		INCLUDED ABOVE
	ALTERNATE NO. 7: DOAS RTUs BY DAIKIN WITH ENERGY RECOVERY CORE		INCLUDED ABOVE
	ALTERNATE NO. 8 - TEST AND BALANCE		INCLUDED ABOVE
TOTAL INCLUDING ALTERNATES			43,629,456
	DD ESTIMATE		45,337,184
	VARIANCE		1,707,728.22

2025 Bond Cost Information
Prepared for May 19, 2025

TGES	SD Estimate 10/8/24	DD 1-10-2025	GMP 4-17-2025	GMP 5-2-2025	
Construction CR Addition	\$19,223,054	\$24,968,884	\$34,491,952	\$34,217,311	GMP
Construction: Library Reno	\$2,259,321	\$5,190,938	\$0	\$0	included in GMP
Construction: Admin Addition	\$4,850,540	\$0	\$0	\$0	included in GMP
Construction: Café /Corridor Expansion	\$2,741,611	\$0	\$0	\$0	included in GMP
Construction: Admin/Corridor Renovation	\$1,643,674	\$0	\$0	\$0	included in GMP
Construction: Cap Improvements	\$4,990,302	\$4,660,487	\$0	\$0	included in GMP
Construction: SPED Renovations	\$669,930	\$0	\$0	\$0	included in GMP
Architect	\$1,636,490	\$1,527,422	\$1,504,437	\$1,485,212	Total includes reduction from 2023 Design Fees
FFE	\$2,546,490	\$2,437,422	\$2,414,437	\$2,395,212	\$910,000
Infr and Fees	\$1,091,353	\$1,044,609	\$1,034,759	\$1,026,519	
Contingency	\$1,091,353	\$2,914,356	\$3,298,534	\$3,619,864	
Total	\$42,744,118	\$42,744,118	\$42,744,118	\$42,744,118	



May 2, 2025

Mr. Max Cleaver

Hays Consolidated Independent School District

21003 Interstate 35

Kyle, Texas 78460

For Board Meeting dated May 19, 2025

Re: **Guaranteed Maximum Price for BP12 – Tom Green Elementary Additions & Renovations**
(Submittal #1)

Dear Mr. Cleaver:

Jackson Construction has solicited and received Subcontractor proposals for the Construction Documents for the Bid Package 12 Tom Green Elementary Additions & Renovations project. Based upon the analysis of the budgets received, we have assembled this GMP deliverable for the work included in this proposal package. We are pleased to offer the following GMP update:

Thirty -Four Million Two Hundred Seventeen Thousand, Three Hundred Eleven Dollars and no/100
(\$34,217,311)

Included in the GMP:

- Owner Contingency.....**\$850,000**
- Tarriff Allowance (1%)**\$341,301**
- CM Contingency**\$948,138**

Alternates Included in GMP:

- Alternate No. 4 – Demolish, Remove, & Relocate 2 Additional Portables
- Alternate No. 6 – Conduit Replacement
- Alternate No. 7 – Cafetorium Ceiling and Lighting Replacement
- Alternate No. 8 – Site Lighting Upgrades
- Alternate No. 9 – Condensate Recovery System
- Alternate 11A: Climatec IP Base Controls
- Alternate 12B: RTUS by Daikin
- Alternate 13B: Split Systems by Daikin
- Alternate 15B: DOAS RTUs by Daikin with Energy Recovery Core
- Alternate 16: Test and Balance
- Alternate 17: Asphalt Resurfacing (from 2023 Bond)



- Alternate 18: (2) 4" Schedule PVC Sleeves Under Driveway
- Alternate 19: Replace Existing Panelboard with New

Cost Value Options Items Included in this GMP:

- None

Items Included in this GMP:

- Payment and Performance Bond and Insurance
- Construction Manager Fee
- General Conditions Costs
- Cost -of-Work Items
- Payroll Taxes, Insurance, and other Costs
- All Construction work per plans and specifications, unless specifically noted or excluded below and in submitted estimate.

Items Excluded from this GMP:

- Sales Tax for all incorporated materials.
- Testing and Inspections
- Asbestos Abatement
- Design / Impact / Use / Development / Consultant / Jurisdictional / Agency Fees
- Building Permit Fee
- 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.
- Utility consumption costs, public utility applications, public utility construction costs and hook up fees.
- Modification of any existing system or conditions to bring them up to code compliance unless the scope of such modifications is clearly shown in the Construction Documents.
- All Soft Costs (Design/Engineering Fees, FF&E, Building Permit or Plan Review Costs, Geotech, Survey, Testing, Technology, Engineering) outside of the Construction GMP.
- All items not shown or specified in the referenced Proposal Documents.
- Temporary cooling during renovations.

Clarifications and Assumptions:

- Schedule for this project is June 2025 until August 27, 2027.
- This GMP includes payment & performance bond at a fixed cost of \$274,174. This cost will be billed in full within the first 90 days of the project start date and is not subject to retainage calculations.
- This GMP includes general liability at a fixed cost of \$188,195. This cost will be billed in full within the first 90 days of the project start date and is not subject to retainage calculations.



- This GMP includes a builders’ risk policy at a fixed cost of \$88,315. This cost will be billed in full within the first 90 days of the project start date and is not subject to retainage. The coverage of the builder’s risk insurance policy applies to the new construction and portions of the existing buildings Jackson Construction is renovating. The portion of the existing buildings or structures that are not being renovated or added on to under the contract documents is covered solely by the owner’s own policy.
- This GMP includes the capital improvements that were shown in the contract documents.
- This GMP includes allowances for portable & ramp relocations. Once final locations are determined, final pricing can be confirmed. Allowances include electrical hookups and fire alarm hookups (pending AHJ). Allowances do not include new electrical panels, water & sewer hookups (under the assumption there was no water in these buildings), new ramps or decking, new canopies or new concrete foundations.
- This GMP includes playground equipment that is a substitution to the specifications. The boat is a Rockin’ Glide and hip shade product manufactured by Superior Products.
- This GMP includes importing topsoil for new landscape areas.
- This GMP includes an allowance for moisture mitigation of the existing flooring in the renovation areas of \$80,000.
- This GMP includes an allowance to relocate a memorial tree of \$75,000.
- This GMP includes spray insulation underneath the crawlspace to meet an R-30 rating.
- This GMP includes the retaining wall on the southwest of the site as an allowance of \$45,000. Once more information is provided on if this wall is required and the materials specified, pricing can be confirmed.

GMP Documents:

- Documents developed by O’Connell Robertson:
100% CD GMP DrawingsMarch 3, 2025
100% CD GMP Project Manual.....March 3, 2025
Addendum 1.....March 20, 2025
Addendum 2..... April 2, 2025
Addendum 3..... April 4, 2025



We have provided this GMP Deliverable to assist you in moving forward with the construction of this project. We request that you review and approve this report, including the project GMP in the above amounts. If you have any questions, please do not hesitate to contact us.

Sincerely,

Jackson Construction Co. Inc.

A handwritten signature in black ink, appearing to read 'Bryan Parma', is written over the printed name.

Bryan Parma

Vice President of Pre-Construction

CC: Nathan Wensowitch – Hays CISD
Joe Alexandre – Hays CISD
Doug Dawson – O’Connell Robertson

TOM GREEN ELEMENTARY ADDITIONS & RENOVATIONS**HAYS CONSOLIDATED ISD****5/2/2025****JACKSON**
CONSTRUCTION**GUARANTEED MAXIMUM PRICE - SUMMARY**

CSI	BID PACKAGE DESCRIPTION	TOTAL COST	COMMENTS
01	GENERAL REQUIREMENTS	\$490,050	
02	EXISTING CONDITIONS	\$419,470	
03	CONCRETE	\$3,829,508	
04	MASONRY	\$675,538	
05	METALS	\$1,866,405	
06	WOODS & PLASTICS	\$1,119,357	
07	THERMAL & MOISTURE PROTECTION	\$3,692,389	
08	DOORS & WINDOWS	\$869,564	
09	DRYWALL & FINISHES	\$2,421,111	
10	SPECIALTIES	\$995,348	
11	EQUIPMENT	\$186,007	
12	FURNISHINGS	\$93,480	
21	FIRE SUPPRESSION	\$675,186	
22	PLUMBING	\$1,523,000	
23	HVAC	\$3,564,900	
26	ELECTRICAL	\$2,108,475	
27	COMMUNICATIONS	\$697,974	
28	ELECTRONIC SAFETY AND SECURITY	\$554,810	
31	EARTHWORK	\$740,807	
32	SITE IMPROVEMENTS	\$878,385	
33	UTILITIES	\$747,500	
ALW	ALLOWANCES	\$1,767,173	
SUBTOTAL		\$29,916,437	
GENERAL CONDITIONS		\$1,769,024	
CONTRACTORS CONTINGENCY		\$950,564	
GENERAL LIABILITY		\$188,195	
BUILDER'S RISK INSURANCE		\$88,315	
PERFORMANCE BOND		\$274,174	
CONSTRUCTION MANAGER FEE		\$995,601	
PRECONSTRUCTION FEE		\$35,000	
GRAND TOTAL COST		\$34,217,311	

ALTERNATES		RECOMMENDED
ALTERNATE NO. 4 PORTABLES (MOVING 2 EXTRA)		INCLUDED ABOVE
ALTERNATE NO. 6 CONDUIT REPLACEMENT		INCLUDED ABOVE
ALTERNATE NO. 7: CAFETORIUM CEILING AND LIGHTING		INCLUDED ABOVE
ALTERNATE NO. 8 SITE LIGHTING UPGRADES		INCLUDED ABOVE
ALTERNATE NO. 9 CONDENSATE COLLECTION SYSTEM		INCLUDED ABOVE
ALTERNATE NO.11A : CLIMATEC IP BASE CONTROLS		INCLUDED ABOVE
ALTERNATE NO. 12B : DAIKIN RTUs		INCLUDED ABOVE
ALTERNATE NO. 13B : DAIKIN SPLIT SYSTEMS		INCLUDED ABOVE
ALTERNATE NO. 14A: WSHPs BY DAIKIN		INCLUDED ABOVE
ALTERNATE NO. 15B : DAIKIN WITH ENERGY RECOVERY CORE		INCLUDED ABOVE
ALTERNATE NO. 16 TEST AND BALANCE		INCLUDED ABOVE
ALTERNATE NO. 17 ASPHALT RESURFACING		INCLUDED ABOVE
ALTERNATE NO. 18 (2) 4" SCHEDULE 40 PVC SLEEVES UNDER DRIVEWAY		INCLUDED ABOVE
ALTERNATE NO. 19 REPLACE EXISTING PANELBOARDS WITH NEW		INCLUDED ABOVE
GRAND TOTAL COST (ALTERNATES)		\$34,217,311
DD ESTIMATE		\$34,820,308
VARIANCE TOTAL		\$602,997

TOM GREEN ELEMENTARY ADDITIONS & RENOVATIONS

HAYS CONSOLIDATED ISD

May 2, 2025



JACKSON
CONSTRUCTION

GMP - DETAILED BREAKOUT

CODE	ITEM	COMMENTS	BASE PROPOSAL
01	GENERAL REQUIREMENTS		
01A	GENERAL REQUIREMENTS		215,050
01A	SETUP OF PORTABLES (INCLUDING ALTERNATE 4)		275,000
02	EXISTING CONDITIONS		
02A	DEMOLITION		375,000
02A	DEMOLITION - ALTERNATE 7 - REMOVE CAFETERIA CEILING		7,500
02B	ASBESTOS ABATEMENT	BY OWNER	0
02C	SWPPP / EROSION CONTROL		36,970
03	CONCRETE		
03A	CONCRETE TURN-KEY		3,678,527
03A	CONCRETE TURN-KEY - ALTERNATE 9 - CONCRETE PAD		3,500
03F	POLISHED/STAINED CONCRETE		147,481
04	MASONRY		
04A	MASONRY		675,538
05	METALS		
05B	STEEL FABRICATION		1,005,737
05C	STEEL ERECTION		731,050
05D	ORNAMENTAL RAILINGS		22,958
05E	METAL FABRICATIONS		106,660
06	WOODS & PLASTICS		
06A	ROUGH CARPENTRY		133,325
06B	MILLWORK		986,032
07	THERMAL & MOISTURE PROTECTION		
07A	WATERPROOFING		331,905
07B	SPRAYED INSULATION		165,000
07C	FIRESTOPPING		45,000
07D	ROOFING		3,089,484
07G	EXPANSION JOINT COVERS		61,000
08	DOORS & WINDOWS		
08A	DOORS, FRAMES, & HARDWARE		478,384
08B	DOOR INSTALLATION		44,480
08D	GLASS & GLAZING		346,700
09	FINISHES		
09A	DRYWALL & CEILINGS		1,497,190

TOM GREEN ELEMENTARY ADDITIONS & RENOVATIONS

HAYS CONSOLIDATED ISD

May 2, 2025



JACKSON
CONSTRUCTION

GMP - DETAILED BREAKOUT

CODE	ITEM	COMMENTS	BASE PROPOSAL
09A	DRYWALL & CEILINGS - ALTERNATE 7 - CAFETERIA CEILING		17,485
09D	TILE		285,000
09F	RESILIENT FLOORING		105,896
09F	MOISTURE MITIGATION		80,000
09K	PAINTING		260,540
09K	PAINTED GRAPHICS		175,000
10	SPECIALTIES		
10A	SPECIALTIES		265,000
10F	CANOPIES		517,478
10H	SIGNAGE		81,993
10J	OPERABLE WALLS		58,577
10R	SPECIALTIES INSTALLATION		72,300
11	EQUIPMENT		
11A	STAGE EQUIPMENT	IN 12A	0
11B	FOOD SERVICE EQUIPMENT		87,250
11B	TEMPORARY COOLER / FREEZER (8 MONTHS)		45,000
11D	ATHLETIC EQUIPMENT		10,000
11F	KILN		8,757
11G	RESIDENTIAL APPLIANCES		35,000
11H	COMMERCIAL LAUNDRY EQUIPMENT	EXCLUDED	0
12	FURNISHINGS		
12A	BLINDS		43,480
12E	LIBRARY FURNITURE		50,000
12G	FURNITURE MOVING	BY OWNER	0
13	SPECIAL CONSTRUCTION	NONE	
14	CONVEYING SYSTEMS	NONE	
21	FIRE SUPPRESSION		
21A	FIRE PROTECTION SYSTEM		675,186
22	PLUMBING		
22A	PLUMBING		1,523,000
23	HVAC		
23B	HVAC		3,850,000
23B	HVAC - ALTERNATE 9 - CONDENSATE TO IRRIGATION TANK		10,000
23B	HVAC - ALTERNATE 12B - DAIKIN RTUs		(275,000)

TOM GREEN ELEMENTARY ADDITIONS & RENOVATIONS

HAYS CONSOLIDATED ISD

May 2, 2025



JACKSON
CONSTRUCTION

GMP - DETAILED BREAKOUT

CODE	ITEM	COMMENTS	BASE PROPOSAL
23B	HVAC - ALTERNATE 13B - DAIKIN SPLIT SYSTEM		(1,500)
23B	HVAC - ALTERNATE 14A - DAIKIN WSHPs		(10,600)
23B	HVAC - ALTERNATE 15B - DAIKIN WITH ENERGY RECOVERY CORE		(63,000)
23C	HVAC CONTROLS	IN 23B	0
23D	TEST & BALANCE		55,000
23E	COMMISSIONING	BY OWNER	0
26	ELECTRICAL		
26A	ELECTRICAL		1,920,000
26A	ELECTRICAL - RELOCATION ALLOWANCES		75,000
26A	ELECTRICAL - ALTERNATE 6 - CONDUIT REPLACEMENT		51,800
26A	ELECTRICAL - ALTERNATE 7 - CAFETERIA CEILING & LIGHTING		13,600
26A	ELECTRICAL - ALTERNATE 8 SITE LIGHTING UPGRADES		48,075
27	COMMUNICATIONS		
27A	DATA CABLING		420,000
27A	DATA CABLING - ALTERNATE 7 - CAFETERIA CEILING		15,000
27B	AUDIO-VIDEO		126,300
27C	INTERCOM / PA		136,674
28	ELECTRONIC SAFETY AND SECURITY		
28A	FIRE ALARM		234,019
28B	SECURITY		235,791
28E	ERRS		85,000
31	EARTHWORK		
31A	EARTHWORK		565,000
31B	ASPHALT PAVING		171,607
31C	TERMITE CONTROL		4,200
32	EXTERIOR IMPROVEMENTS		
32A	LANDSCAPING & IRRIGATION		343,385
32A	MEMORIAL TREE RELOCATION ALLOWANCE		75,000
32B	FENCING		80,000
32C	PAVEMENT MARKINGS		12,500
32D	RETAINING WALLS		45,000
32E	PLAYGROUND EQUIPMENT		315,000
32J	BICYCLE RACKS		7,500
33	UTILITIES		
33A	SITE UTILITIES		700,000
33B	IRRIGATION TANK - ALTERNATE 9		47,500

TOM GREEN ELEMENTARY ADDITIONS & RENOVATIONS

HAYS CONSOLIDATED ISD

May 2, 2025



GMP - DETAILED BREAKOUT

CODE	ITEM	COMMENTS	BASE PROPOSAL
01	ALLOWANCES		
ALW	OWNERS CONTINGENCY		850,000
ALW	TARIFF ALLOWANCE - 1%		342,173
ALW	HVAC CONTROLS (ALTERNATE 11A)		400,000
ALW	GRAPHICS		50,000
ALW	PLAN REVIEW COMMENTS		125,000
	SUBTOTAL		29,916,437
	GENERAL CONDITIONS		1,769,024
	CONTRACTORS CONTINGENCY		950,564
	GENERAL LIABILITY INSURANCE		188,195
	BUILDERS RISK		88,315
	PAYMENT & PERFORMANCE BOND		274,174
	CONSTRUCTION MANAGER FEE		995,601
	PRECONSTRUCTION FEE		35,000
	TOTAL BASE BID		34,217,311
			RECOMMENDED
	ALTERNATE NO. 4 PORTABLES (MOVING 2 EXTRA)		INCLUDED ABOVE
	ALTERNATE NO. 6 CONDUIT REPLACEMENT		INCLUDED ABOVE
	ALTERNATE NO. 7: CAFETORIUM CEILING AND LIGHTING		INCLUDED ABOVE
	ALTERNATE NO. 8 SITE LIGHTING UPGRADES		INCLUDED ABOVE
	ALTERNATE NO. 9 CONDENSATE COLLECTION SYSTEM		INCLUDED ABOVE
	ALTERNATE NO.11A : CLIMATEC IP BASE CONTROLS		INCLUDED ABOVE
	ALTERNATE NO. 12B : DAIKIN RTUs		INCLUDED ABOVE
	ALTERNATE NO. 13B : DAIKIN SPLIT SYSTEMS		INCLUDED ABOVE
	ALTERNATE NO. 15B : DAIKIN WITH ENERGY RECOVERY CORE		INCLUDED ABOVE
	ALTERNATE NO. 16 TEST AND BALANCE		INCLUDED ABOVE
	ALTERNATE NO. 17 ASPHALT RESURFACING		INCLUDED ABOVE
	ALTERNATE NO. 18 (2) 4" SCHEDULE 40 PVC SLEEVES UNDER DRIVEWAY		INCLUDED ABOVE
	ALTERNATE NO. 19 REPLACE EXISTING PANELBOARDS WITH NEW		INCLUDED ABOVE
	TOTAL INCLUDING ALTERNATES		34,217,311
	DD ESTIMATE		\$ 34,820,308
	VARIANCE TOTAL		\$ 602,997

**HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES**

Date: May 19, 2025

Agenda Item: O.8

Board Goal: Community Relations

Subject: Consideration and possible approval of a Tri-Party Agreement with Hays County and Lennar Homes of Texas for a Future Elementary School Site in the Waterstone Subdivision

Administrator Responsible/Position: Max Cleaver, Chief Operations Officer
Nathan Wensowitch, Exec Dir of Facilities Construction & Bond Programs

A. Purpose of Agenda Item:

- Action needed Information only Receive input

B. Authority for This Action:

- Local Policy: Law or Rule N/A
CDB (Legal) and (Local) – Sale,
Lease, or Exchange of School-
Owned Property

C. Goal or Need Addressed: Provide adequate future school sites

D. Summary:

- Previous board action relating to this item: N/A
 Future action anticipated: N/A
 Background information: Lennar Homes of Texas is in the final stages of permitting with Hays County for the sections of the Waterstone Subdivision shown in the attached land plan. In order to expedite the permitting process and protect the school district's interest in a school site, Hays County recommends adding language to their current agreement, essentially creating a tri-party agreement which defines the Future Elementary School location and size, and identifies the district's infrastructure cost as \$1,200,000 based on the engineer's opinion of probable cost. Staff recommends executing the Tri-party Development Agreement now and working continuously with Lennar to execute a separate donation agreement for the school site.

E. Comments Received:

- Cabinet DLT FBOC Teacher Org. Reps. Other: Hays County Attorney

F. Administrative Recommendation: Administration recommends approval of the tri-party agreement

Advantages and benefits of this proposal: N/A
Expected results in terms of student benefit/achievement: N/A
Effect of this action on other parts of the system: N/A
Consequences of not approving this recommendation: N/A

G. Fiscal Impact and Cost: Approximately \$1,200,000

- Budget 2023 Bond Interest Earnings Grant/Special Funds: Other
 Budget Amendment Needed
Prior Year Spending: N/A
Reasons for rejecting alternatives: N/A
Future/Ongoing: N/A

H. Monitoring and Reporting Time Line:

Person responsible for evaluating this decision or action: Max Cleaver, Nathan Wensowitch

Evaluation method and time line: N/A

Next report to the board: N/A

I. Suggested Motion:

I move that the Hays CISD Board of Trustees approve the tri-party development agreement with Hays County and Lennar Homes of Texas which includes provisions for a future elementary school site in the Waterstone Subdivision, and authorize the Superintendent and/or Board President to negotiate and execute documents necessary and/or convenient to complete the transaction, as presented.

LAND USE SCHEDULE

Single Family Residential

Use	Lots	Lot Mix	Acreage
40'x120'	±882	54.7%	±107.5 Ac.
45'x120'	±401	24.9%	±53.9 Ac.
50'x120'	±328	20.4%	±51.6 Ac.
Subtotal	±1611	100%	±213 Ac.

Non-Residential

Use	Acreage
Parks	±4.3 Ac.
R.O.W.	±79.1 Ac.
Open Space	±39.4 Ac.
Neighborhood Services	±2.1 Ac.
Elementary School	±12.0 Ac.
Detention / Drainage	±12.7 Ac.
Subtotal	±149.6 Ac.
Total	±362.6 Ac.

LEGEND

- Easement
- Buffer
- Park
- Commercial
- Parcels
- Major Contour
- Phase Line
- Elementary School
- Detention Pond

WATERSTONE LOTS & LOT SIZES				
PHASE	LOT SIZES (FEET)			TOTAL
	40'	45'	50'	
E	147	6	37	190
F	76	0	30	106
G	82	51	41	174
H	93	49	31	173
I	78	53	24	155
J	102	65	43	210
K	80	59	26	165
L	128	65	45	238
M	96	53	51	200
TOTAL	882	401	328	1611

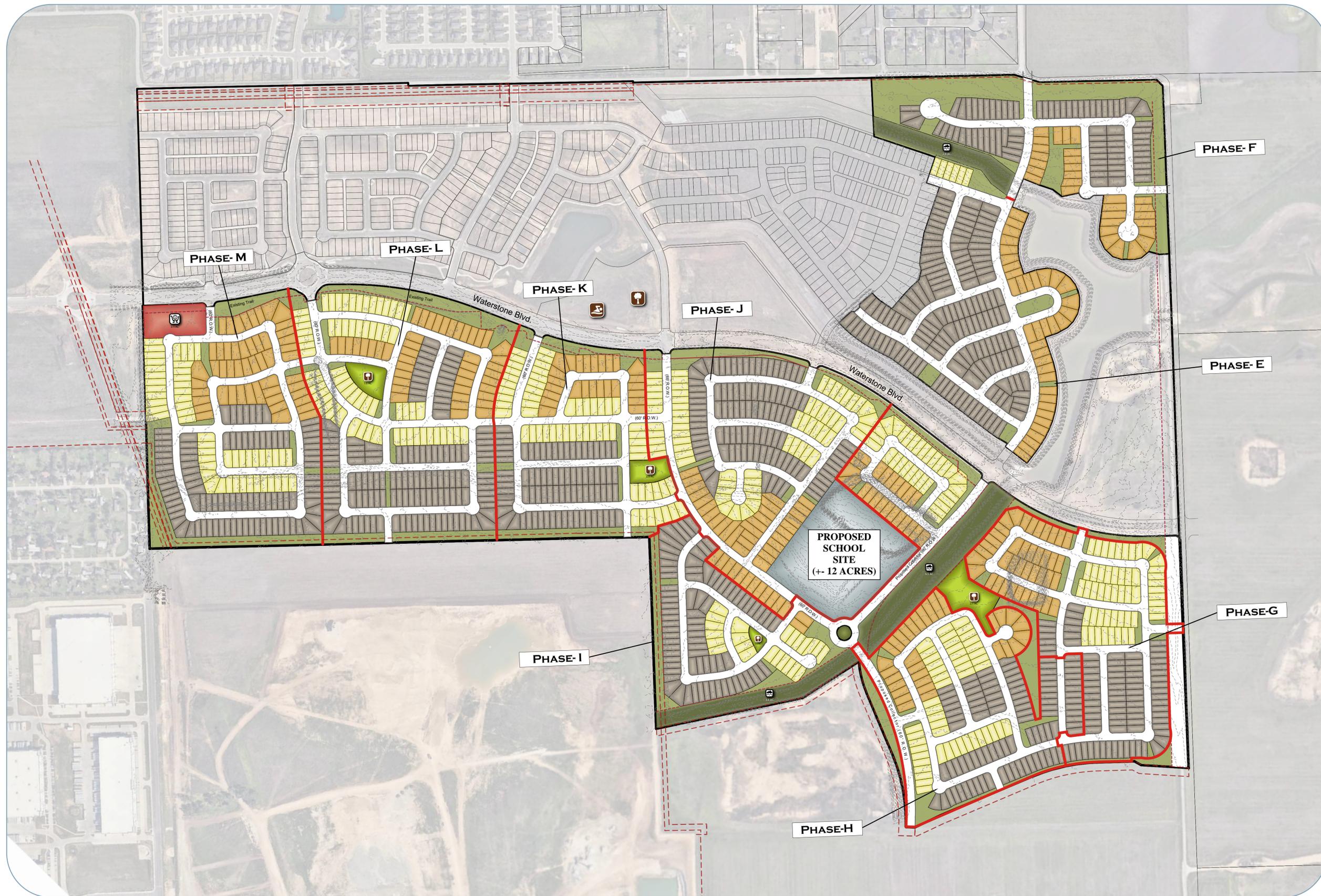
WATERSTONE LOT MIX				
PHASE	LOT MIX BY SIZE (FEET)			TOTAL
	40'	45'	50'	
E	77.4%	3.2%	19.5%	
F	71.7%	0.0%	28.3%	
G	47.1%	29.3%	23.6%	
H	53.8%	28.3%	17.9%	
I	50.3%	34.2%	15.5%	
J	48.6%	31.0%	20.5%	
K	48.5%	35.8%	15.8%	
L	53.8%	27.3%	18.9%	
M	48.0%	26.5%	25.5%	
TOTAL	54.7%	24.9%	20.4%	

SCALE - 1:300
 0 150 300 600
 10/10/2024 NORTH Original Size 24"x36" - Arch D

Note: The 100-year floodplain depicted on this plan is per the effective national flood insurance program's flood insurance rate map; the local regulatory agency that holds jurisdiction over development requirements in the floodplain may have identified different local floodplains which encumber more of the subject tract than what is currently depicted on this plan.

All information furnished regarding this property is from sources deemed reliable. However, Page-Dawson Engineers has not made an independent investigation of these sources and no warranty or representation is made by Page-Dawson Engineers as to the accuracy thereof and same is submitted subject to errors, omissions, land plan changes, or other conditions. This land plan is conceptual in nature and does not represent any regulatory approval. Land plan is subject to change. The developer has reserved the right, without notice, to make changes to this map and other aspects of the development to comply with governmental requirements and to fulfill its marketing objective.

©2024 PAPE-DAWSON ENGINEERS. ALL RIGHTS RESERVED



I:\02_land planning\clients\lennar\project # - waterstone\04_land planning\013_exhibits\waterstone_concept_plan.dwg

Plot Date/Time: Oct. 10, 24 - 16:56:55



Waterstone
 ±362.6 Acres - Hays County Texas
 Exhibit B - Concept Plan



AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
 10801 N WOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78759 | 512.454.8711
 TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028601

WATERSTONE SCHOOL SITE OPINION OF PROBABLE COST - (June 17, 2024)

EARTHWORK	QUANTITY	UNIT	UNIT COST \$	EARTHWORK COST
EXCAVATION/EMBANKMENT	40,000	CY	\$ 5.00	\$ 200,000.00
REVEGETATION	58,080	SY	\$ 1.75	\$ 101,640.00
EARTHWORK SUBTOTAL				\$ 301,640.00

DRAINAGE	QUANTITY	UNIT	UNIT COST \$	DRAINAGE COST
PRO-RATED AMENITY/DETENTION	1	LS	\$ 30,000.00	\$ 30,000.00
DRAINAGE SUBTOTAL				\$ 30,000.00

ROADWAY NAME	ROADWAY LENGTH (LF)	COST PER LF \$	ROADWAY CLASSIFICATION	ROADWAY COST \$
1/2 OF LOCAL RESIDENTIAL	785	\$ 375.00	RESIDENTIAL (54' ROW)	\$ 294,375.00
MAINSAIL LANE - UNIT G	630	\$ 1,000.00	COLLECTOR (60' ROW)	\$ 630,000.00
MAINSAIL LANE - ADJACENT TO SCHOOL	690	\$ 1,000.00	COLLECTOR (60' ROW)	\$ 690,000.00
ROADWAY SUBTOTAL	2,105			\$ 1,614,375.00

SUBTOTAL DEVELOPMENT COST	\$ 1,946,015.00
SOFT COSTS (12%)	\$ 233,521.80
SUBTOTAL DEVELOPMENT COST AND SOFT COSTS	\$ 2,179,536.80
CONTINGENCY (15%)	\$ 326,930.52
TOTAL DEVELOPMENT COST	\$ 2,506,467.32

Lennar Homes of Texas Land and Construction, LLC agrees to limit/cap Hays CISD infrastructure cost payment associated with the proposed Waterstone School Site to not exceed \$1.2 million dollars

H. Monitoring and Reporting Time Line:

Person responsible for evaluating this decision or action: Max Cleaver and Nathan Wensowitch

Evaluation method and time line: N/A

Next report to the board: N/A

I. Suggested Motion:

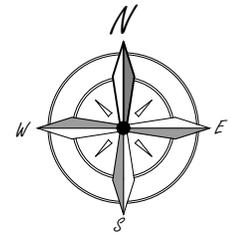
I move that the Hays CISD Board of Trustees approve the Final Plat for Tom Green Elementary School, and authorize the Superintendent and/or Board President to negotiate and execute documents necessary and/or convenient to complete the transaction, as presented.

EXHIBIT "B" SURVEY SKETCH

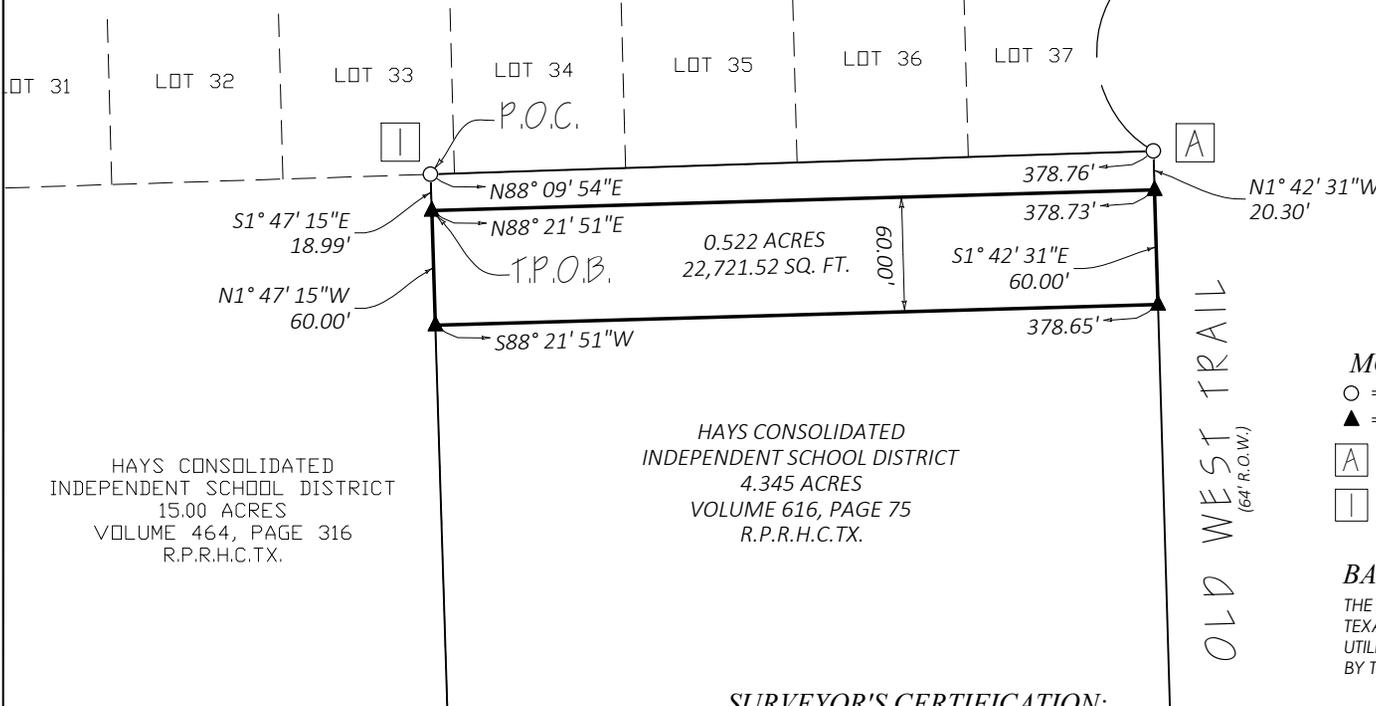
BEING 0.522 ACRES OUT OF THE
GEORGE HERDER SURVEY NO. 537, ABSTRACT NO. 239,
IN THE CITY OF BUDA, HAYS COUNTY, TEXAS

SHEET 2 OF 2 SHEETS

OLD WEST TRAIL SUBDIVISION
VOLUME 3, PAGE 307
P.R.H.C.TX.



SCALE 1" = 100'



HAYS CONSOLIDATED
INDEPENDENT SCHOOL DISTRICT
15.00 ACRES
VOLUME 464, PAGE 316
R.P.R.H.C.TX.

HAYS CONSOLIDATED
INDEPENDENT SCHOOL DISTRICT
4.345 ACRES
VOLUME 616, PAGE 75
R.P.R.H.C.TX.

OLD WEST TRAIL
(64' R.O.W.)

MONUMENT LEGEND / NOTES:

- = FOUND MONUMENT AS DESCRIBED.
- ▲ = CALCULATED POINT.
- [A] = FOUND IRON ROD WITH CAP STAMPED "G&R SURVEYING".
- [I] = FOUND IRON ROD WITH ALUMINUM CAP - ILLEGIBLE.

BASIS OF BEARINGS:

THE BASIS OF BEARINGS OF THIS SURVEY SHOWN HEREON, IS THE TEXAS COORDINATE SYSTEM NAD83, TEXAS SOUTH CENTRAL ZONE, UTILIZING STATIC OBSERVATIONS AND CORRECTIONS PERFORMED BY THE NGS-OPUS WEBSITE.

LINETYPE LEGEND:

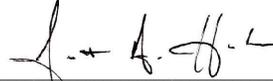
- BOUNDARY
- PROPOSED EASEMENT
- RIGHT OF WAY
- ADJOINER

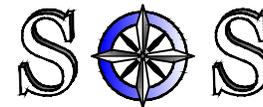
MONUMENT LEGEND / NOTES:

P.R.H.C.TX. = PLAT RECORDS, HAYS COUNTY, TEXAS
R.P.R.H.C.TX. = REAL PROPERTY RECORDS, HAYS COUNTY, TEXAS
P.O.C. = POINT OF COMMENCEMENT
T.P.O.B. = TRUE POINT OF BEGINNING

SURVEYOR'S CERTIFICATION:

I, SCOTT A. HAHN, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND BY ME OR UNDER MY DIRECTION AND IS DESCRIBED IN METES AND BOUNDS DESCRIPTION EXHIBIT "A", PART 2 ATTACHED HERETO AND MADE A PART HEREOF, SAID PROPERTY BEING SUBJECT TO ANY AND ALL EASEMENTS, RESERVATION AND RESTRICTIONS THAT MAY BE OF RECORD. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A COMMITMENT FOR TITLE INSURANCE, THERE MAY BE EASEMENTS OR OTHER MATTERS OF RECORD NOT SHOWN HEREON. THE MONUMENTS SHOWN HEREON WILL BE PLACED UNDER MY SUPERVISION UPON APPROVAL.


APRIL 16, 2025
SCOTT A. HAHN DATE
REGISTERED PROFESSIONAL LAND SURVEYOR
REGISTRATION NO. 6375 - TBPLS FIRM NO.: 10193894
SPOT ON SURVEYING, INC.
614 JERRYS LANE
BUDA, TX. 78610

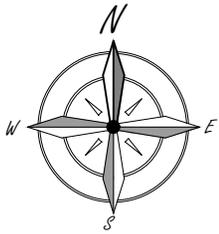


www.spotonsurveying.com



EXHIBIT "B" SURVEY SKETCH

BEING 1.741 ACRES OUT OF THE
GEORGE HERDER SURVEY NO. 537, ABSTRACT NO. 239,
IN THE CITY OF BUDA, HAYS COUNTY, TEXAS



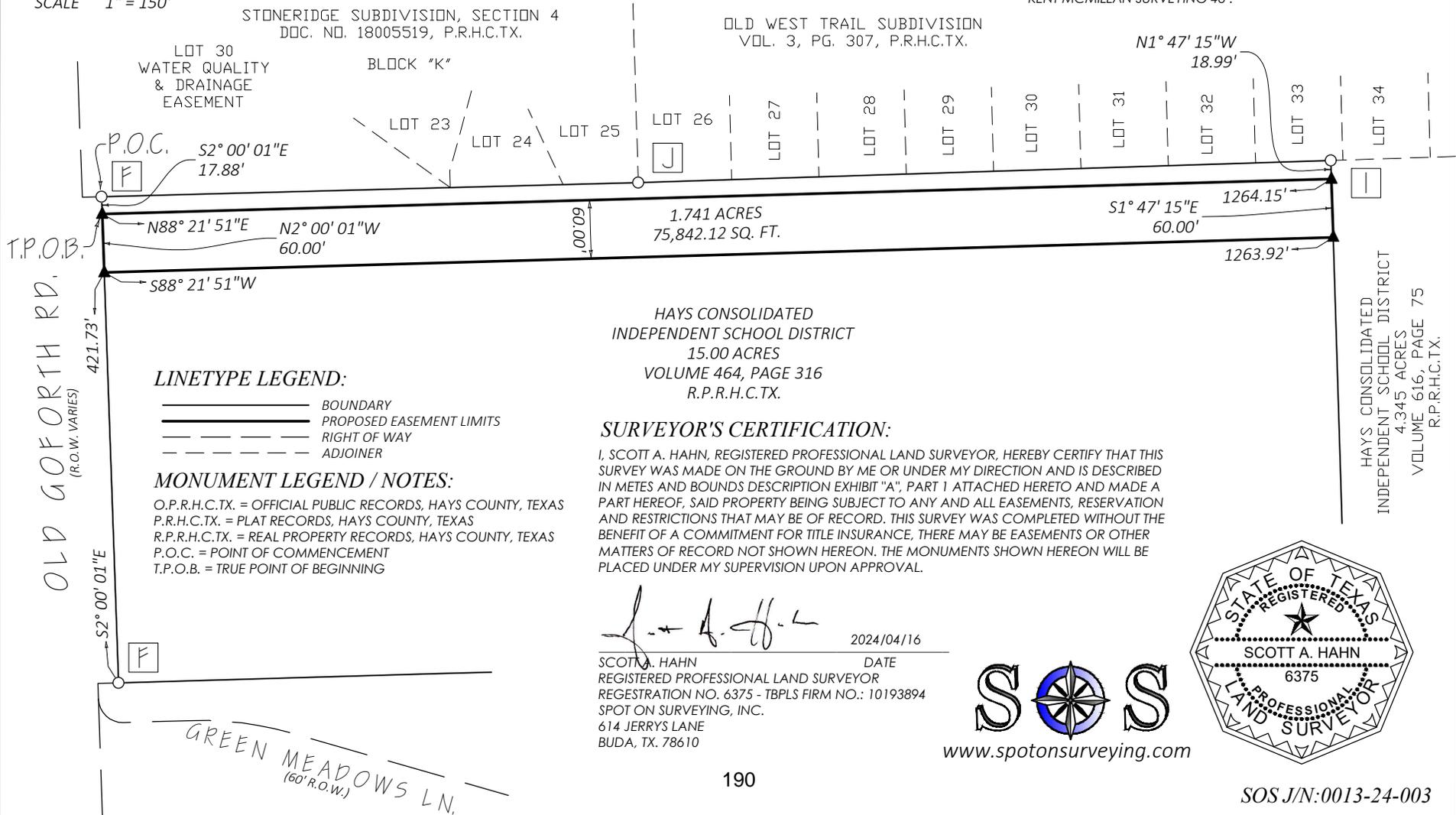
0 150
SCALE 1" = 150'

BASIS OF BEARINGS:

THE BASIS OF BEARINGS OF THIS SURVEY SHOWN HEREON, IS THE TEXAS COORDINATE SYSTEM NAD83, TEXAS SOUTH CENTRAL ZONE, UTILIZING STATIC OBSERVATIONS AND CORRECTIONS PERFORMED BY THE NGS-OPUS WEBSITE.

MONUMENT LEGEND / NOTES:

- = FOUND MONUMENT AS DESCRIBED.
- ▲ = CALCULATED POINT.
- [F] = FOUND IRON ROD WITH CAP STAMPED "CHAPARRAL BOUNDARY".
- [I] = FOUND IRON ROD WITH ALUMINUM CAP - ILLEGIBLE.
- [J] = FOUND IRON ROD WITH ALUMINUM CAP STAMPED "KENT MCMILLAN SURVEYING 46".





SPOT ON SURVEYING

Land Surveying & Mapping

EXHIBIT "A"

DRAINAGE EASEMENT

BEING 0.325 ACRES OF LAND, MORE OR LESS, OUT OF THE GEORGE HERDER SURVEY NO. 537, ABSTRACT NO. 239, SITUATED IN THE CITY OF BUDA, HAYS COUNTY, TEXAS, SAID 0.325 ACRES BEING A PORTION OF THAT 15.00 ACRE TRACT CONVEYED TO HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BY WARRANTY DEED RECORDED VOLUME 464, PAGE 316, REAL PROPERTY RECORDS, HAYS COUNTY, TEXAS (R.P.R.H.C.TX.), SAID 0.325 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING at a found iron rod with cap stamped "CHAPARRAL BOUNDARY", said point being accepted as a point in the Easterly Right of Way limits of Old Goforth Road, (R.O.W.), variable in width, per Warranty Deed recorded as Instrument No. 17002541, Official Public Records, Hays County, Texas, (O.P.R.H.C.TX.), also being accepted as a point in the Southerly limits of Lot 30, Block K, Water Quality & Drainage Easement, Stoneridge Subdivision, Section 4, according to the map or plat recorded as Document No. 18005519, Plat Records, Hays County, Texas (P.R.H.C.TX.) and as the Northwesterly remainder corner of said 15.00 acre tract;

THENCE N 88° 30' 21" E, 31.83 feet, leaving the Easterly Right of Way limits of said Old Goforth Road, with the common Southerly limits of said Stoneridge Subdivision and the Northerly limits of said 15.00 acre tract, to the calculated **TRUE POINT OF BEGINNING** and Northwesterly corner hereof;

THENCE N 88° 30' 21" E, 30.59 feet, continuing with the common Southerly limits of said Stoneridge Subdivision and the Northerly limits of said 15.00 acre tract to the calculated Northeasterly corner hereof;

THENCE leaving the Southerly limits of said Stoneridge Subdivision, through the interior of said 15.00 acre tract, the following four (4) courses:

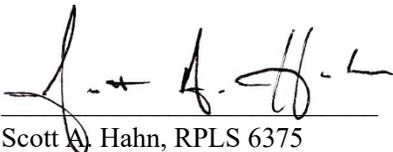
1. S 33° 41' 56" W, 64.13 feet to a calculated point;
2. S 02° 00' 01" E, 38.92 feet to a calculated point;
3. S 32° 20' 54" E, 394.58 feet to a calculated point;
4. S 01° 26' 29" E, 68.92 feet to a calculated point of intersection in the common Northerly limits of Lot 1, Block A, Green Meadows, Section One, according to the map or plat recorded in Volume 13, Page 113, (P.R.H.C.TX.) and the Southerly limits of said 15.00 acre tract, for the Southeasterly corner hereof;

THENCE S 88° 21' 02" W, 25.00 feet with the common Northerly limits of said Lot 1 and the Southerly limits of said 15.00 acre tract to a calculated point of intersection with a line being parallel with and 25.00 feet Easterly of the previously described lines, for the Southwesterly corner hereof;

THENCE leaving the northerly limits of said Lot 1, through the interior of said 15.00 acre tract, with said parallel lines, the following four (4) courses:

1. N 01° 26' 29" W, 62.10 feet to a calculated point;
2. N 32° 20' 54" W, 394.45 feet to a calculated point of intersection in said (ROW) and the Westerly remainder limits of said 15.00 acre tract;
3. N 02° 00' 01" W, 53.75 feet with the said common (ROW) and said remainder limits to a calculated point;

4. N 33° 41' 56" E, 54.55 feet leaving said (ROW) through the interior of said 15.00 acre tract, continuing with said parallel lines, to the POINT OF BEGINNING hereof, containing a calculated area of 14,142.60 sq. ft., 0.325 acres. Said field notes being described in accordance with a survey made on the ground by me or under my direction. See Exhibit "B" Survey sketch attached hereto and made a part hereof. All bearings shown are based on NAD 83 Texas State Plane Coordinate System, South Central Zone. All distances shown are surface or ground distances.



Scott A. Hahn, RPLS 6375
Spot On Surveying, Inc.
614 Jerrys Lane
Buda, TX. 78610
(512)523-8092
TBPLS Firm# 10193894
SOS J/N: 0013-24-003 – DRAINAGE EASEMENT



April 16, 2025

Date

EXHIBIT "B" SURVEY SKETCH

BEING 0.325 ACRES OUT OF THE GEORGE HERDER SURVEY NO. 537,
ABSTRACT NO. 239, IN THE CITY OF BUDA, HAYS COUNTY, TEXAS

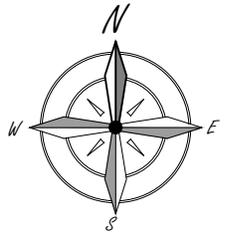
STONERIDGE SUBDIVISION, SECTION 4
DOC. NO. 18005519, P.R.H.C.TX.

LOT 30
WATER QUALITY
& DRAINAGE
EASEMENT

LOT 23
BLOCK "K"

HAYS CONSOLIDATED
INDEPENDENT SCHOOL DISTRICT
15.00 ACRES
VOLUME 464, PAGE 316
R.P.R.H.C.TX.

LOT 1, BLOCK A
GREEN MEADOWS, SECTION ONE
VOLUME 13, PAGE 113
P.R.H.C.TX.



SCALE 1" = 100'

LINETYPE LEGEND:

- BOUNDARY
- PROPOSED EASEMENT LIMITS
- RIGHT OF WAY
- ADJOINER BOUNDARY

MONUMENT LEGEND / NOTES:

- O.P.R.H.C.TX. = OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS
- P.R.H.C.TX. = PLAT RECORDS, HAYS COUNTY, TEXAS
- R.P.R.H.C.TX. = REAL PROPERTY RECORDS, HAYS COUNTY, TEXAS
- P.O.C. = POINT OF COMMENCEMENT
- T.P.O.B. = TRUE POINT OF BEGINNING

MONUMENT LEGEND / NOTES:

- = FOUND MONUMENT AS DESCRIBED.
- ▲ = CALCULATED POINT.
- = FOUND 3/8" IRON PIPE.
- = FOUND IRON ROD WITH CAP STAMPED "CHAPARRAL BOUNDARY".

LINE TABLE

L #	BEARING	LENGTH
L1	N33°41'56"E	54.55'

BASIS OF BEARINGS:

THE BASIS OF BEARINGS OF THIS SURVEY SHOWN HEREON, IS THE TEXAS COORDINATE SYSTEM NAD83, TEXAS SOUTH CENTRAL ZONE, UTILIZING STATIC OBSERVATIONS AND CORRECTIONS PERFORMED BY THE NGS-OPUS WEBSITE.

SURVEYOR'S CERTIFICATION:

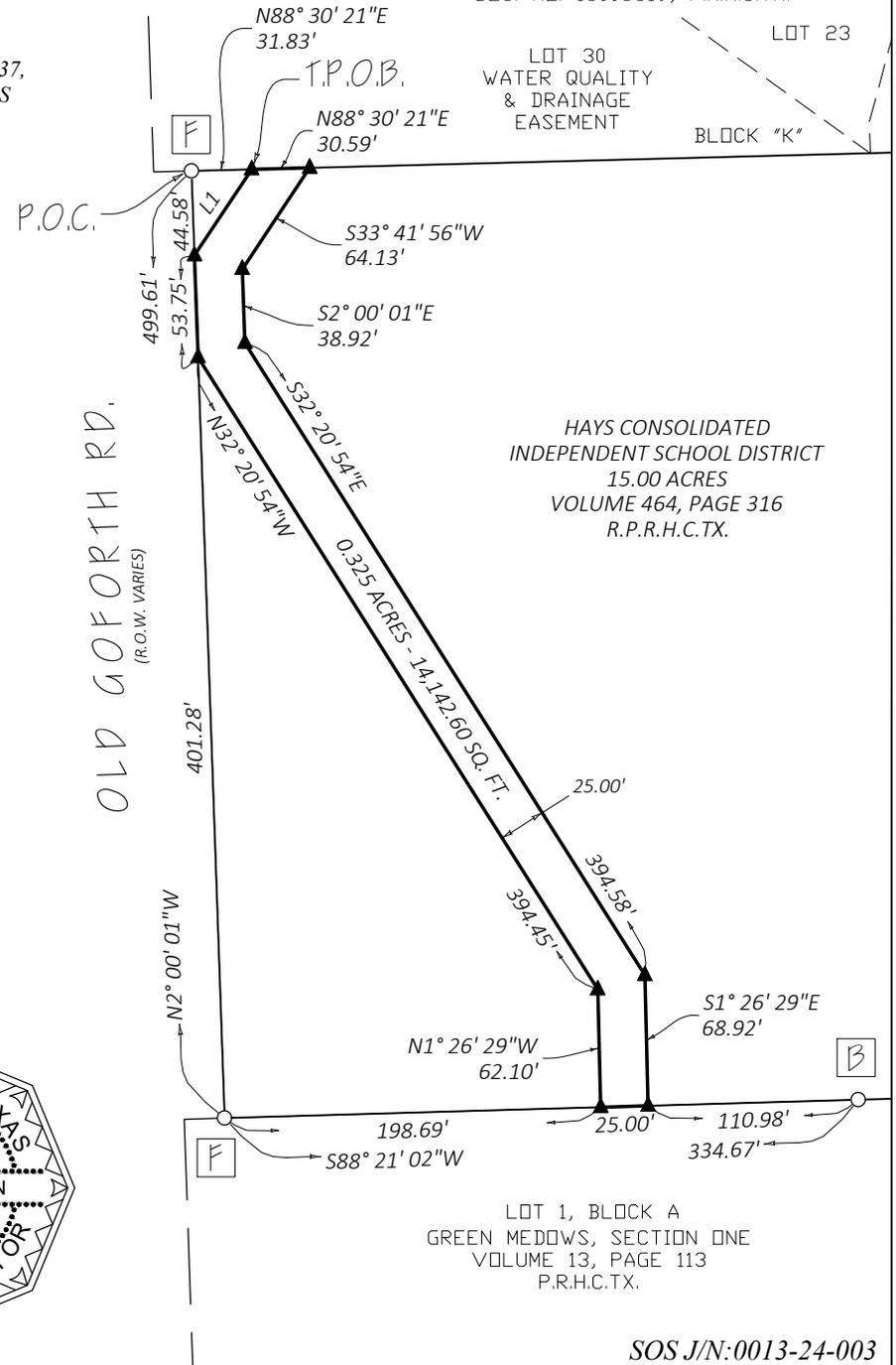
I, SCOTT A. HAHN, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND BY ME OR UNDER MY DIRECTION AND IS DESCRIBED IN METES AND BOUNDS DESCRIPTION EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF, SAID PROPERTY BEING SUBJECT TO ANY AND ALL EASEMENTS, RESERVATION AND RESTRICTIONS THAT MAY BE OF RECORD. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A COMMITMENT FOR TITLE INSURANCE, THERE MAY BE EASEMENTS OR OTHER MATTERS OF RECORD NOT SHOWN HEREON. THE MONUMENTS SHOWN HEREON WILL BE PLACED UNDER MY SUPERVISION UPON APPROVAL.

DATE 04/16/2025

SCOTT A. HAHN
REGISTERED PROFESSIONAL LAND SURVEYOR
REGISTRATION NO. 6375 - TBPLS FIRM NO.: 10193894
SPOT ON SURVEYING, INC.
614 JERRYS LANE
BUDA, TX. 78610



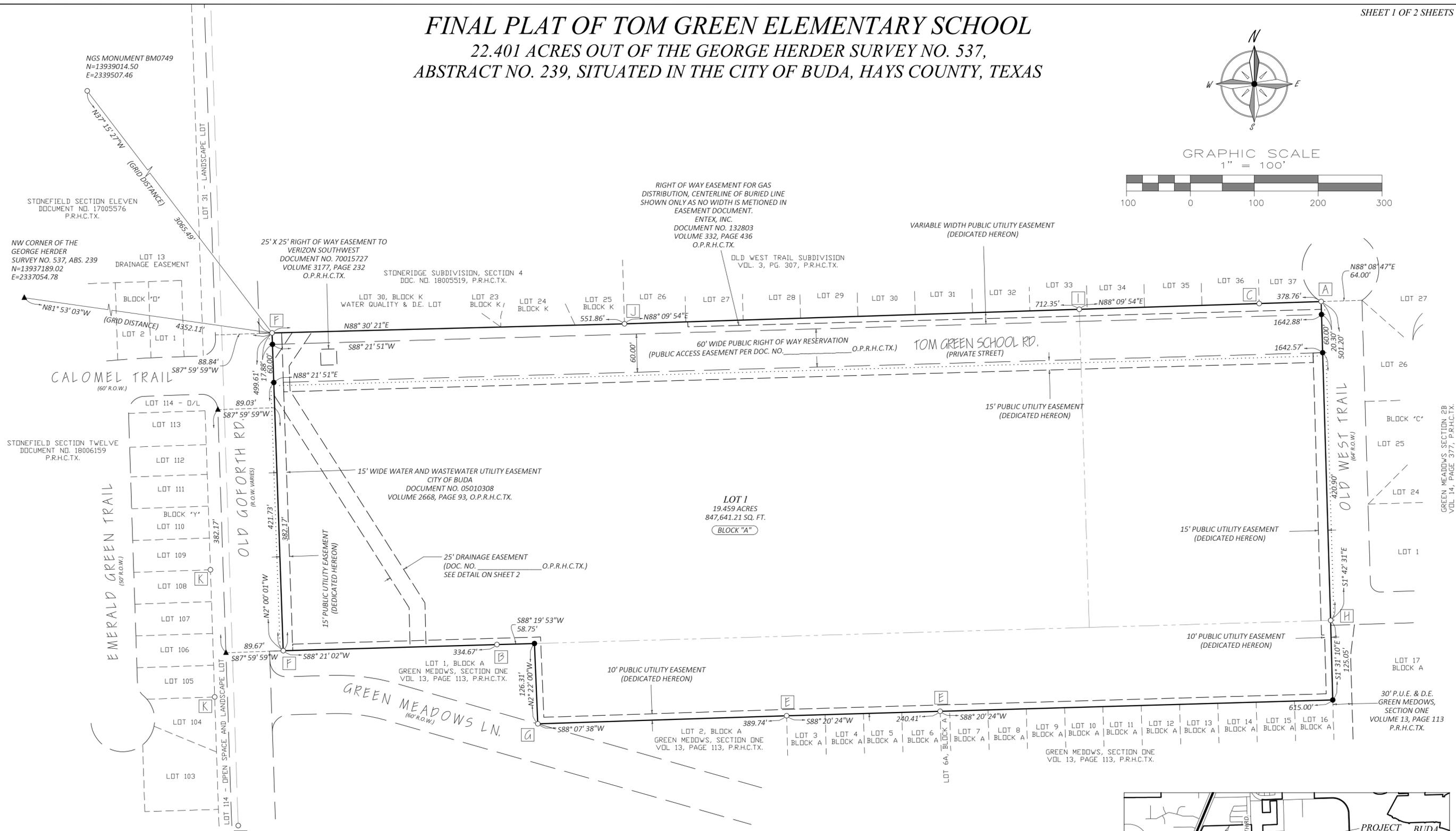
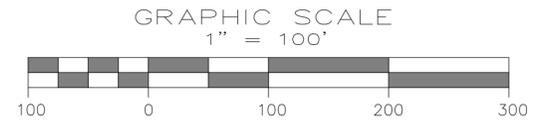
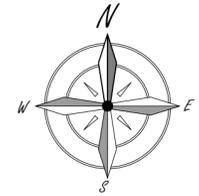
www.spotonsurveying.com



SOS J/N:0013-24-003

FINAL PLAT OF TOM GREEN ELEMENTARY SCHOOL

22.401 ACRES OUT OF THE GEORGE HERDER SURVEY NO. 537,
ABSTRACT NO. 239, SITUATED IN THE CITY OF BUDA, HAYS COUNTY, TEXAS



AREA CALCULATIONS

1 DEVELOPMENT LOT= 877,213.23 SQ. FT. - 20.138 ACRES
 R.O.W. RESERVATION= 98,563.63 SQ. FT. - 2.263 ACRES
TOTAL= 975,776.86 SQ. FT. - 22.401 ACRES

SURVEYORS NOTE:
 ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES UNLESS OTHERWISE NOTED.

BASIS OF BEARINGS:
 THE BASIS OF BEARINGS OF THIS SURVEY SHOWN HEREON, IS THE TEXAS COORDINATE SYSTEM NAD83, TEXAS SOUTH CENTRAL ZONE, UTILIZING STATIC OBSERVATIONS AND CORRECTIONS PERFORMED BY THE NGS-OPUS WEBSITE.

FLOOD PLAIN NOTE:
 NO PORTION OF THIS TRACT IS WITHIN THE BOUNDARIES OF THE 100 YEAR FLOODPLAIN OF ANY WATERWAY THAT IS WITHIN THE LIMITS OF STUDY OF THE NATIONAL FLOOD INSURANCE PROGRAM (NFIP) FLOOD INSURANCE RATE MAP NO. 48209C0280F, DATED SEPTEMBER 2, 2005, COMMUNITY PANEL NO. 480321, IN HAYS COUNTY, TEXAS.

THIS TRACT FALLS ENTIRELY WITHIN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN)

LINETYPE LEGEND:

- = BOUNDARY
- - - - - = ADJOINING LOT LINES
- · — · — = EASEMENT LINE
- · — · — = PUBLIC ACCESS EASEMENT R.O.W. RESERVED
- · — · — = ORIGINAL DEED LINE
- · · · · = PROPOSED SIDEWALK

REFERENCE LEGEND:

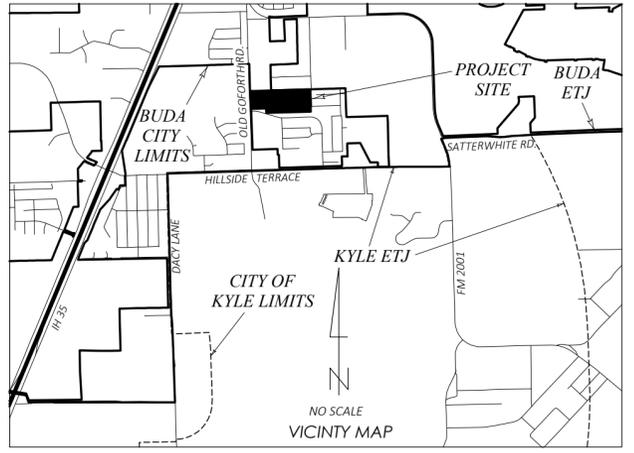
- D.R.H.C.T.X. = DEED RECORDS, HAYS COUNTY, TEXAS
- O.P.R.H.C.T.X. = OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS
- P.R.H.C.T.X. = PLAT RECORDS OF HAYS COUNTY, TEXAS
- R.P.R.H.C.T.X. = REAL PROPERTY RECORDS, HAYS COUNTY, TEXAS
- D.E. = DRAINAGE EASEMENT
- E.E. = ELECTRIC EASEMENT
- N.T.S. = NOT TO SCALE
- O/L = OPEN SPACE AND LANDSCAPE LOT
- P.U.E. = PUBLIC UTILITY EASEMENT
- W.E. = WATER EASEMENT
- W.W.E. = WASTEWATER EASEMENT

MONUMENT LEGEND:

- = FOUND MONUMENT AS DESCRIBED
- = SET 5/8" IRON ROD WITH CAP STAMPED "SPOT ON SURVEYING"
- ▲ = CALCULATED POINT
- A = FOUND IRC G & R SURVEYING
- B = FOUND 3/8" IP
- E = FOUND 1/2" IRC LENZ & ASSOC 512 - 443 - 1174
- F = FOUND IRC CHAPARRAL BOUNDARY
- G = FOUND ALUM DISK IN CONC. STAMPED "KENT MCMILLAN SURVEYOR 3 RPLS 4341"
- H = FOUND 1/2" IP
- I = FOUND IR WITH ALUM. CAP - ILLEGIBLE
- J = FOUND IRC PH KENT MC SURVEYING 46
- K = FOUND IRC CUNNINGHAM ALLEN INC.
- L = FOUND IR WITH ALUM. CAP - CUNNINGHAM ALLEN INC.

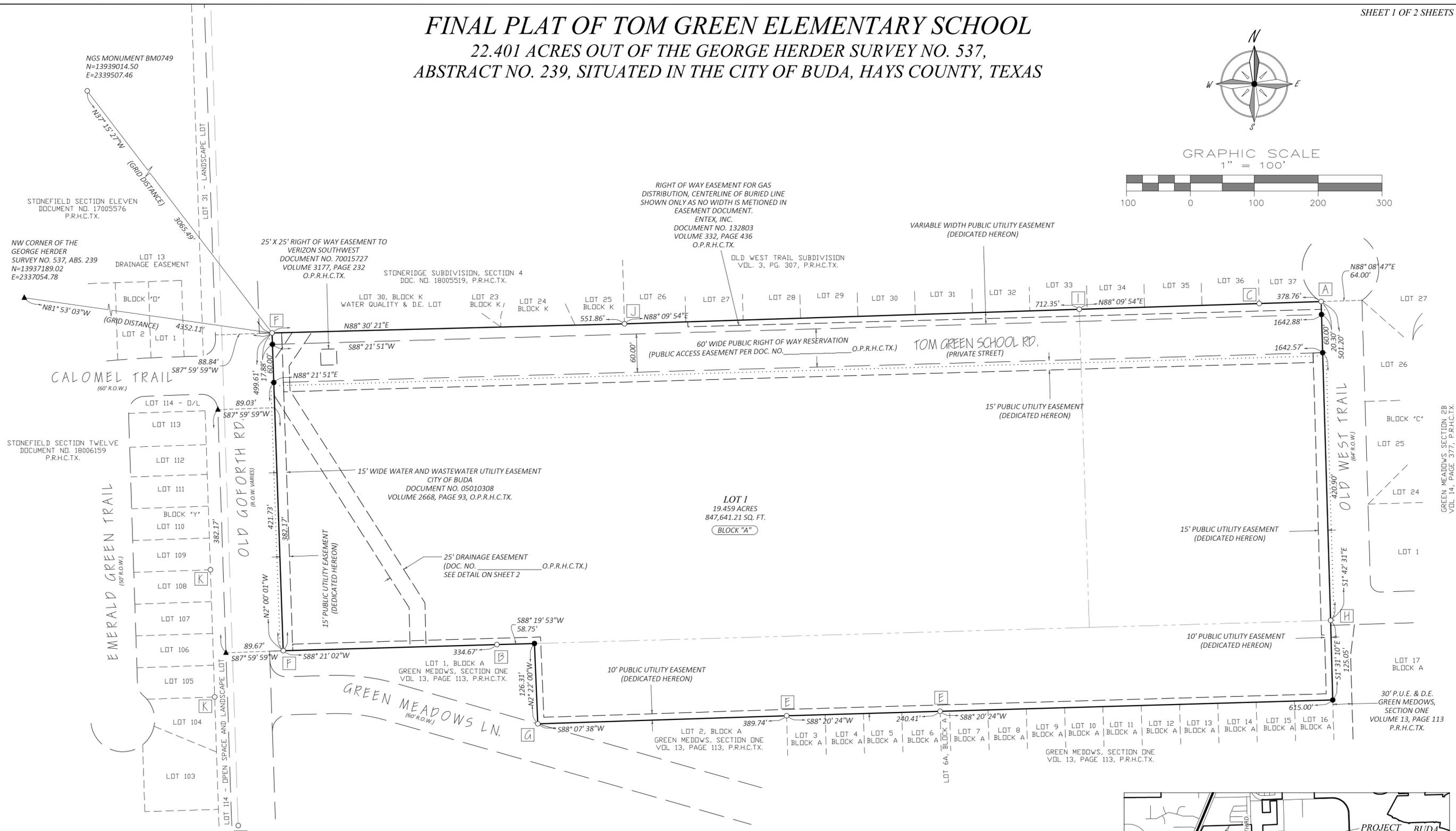
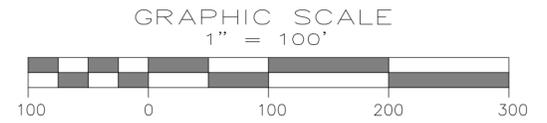
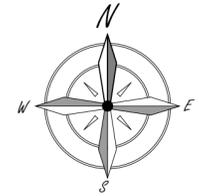
GENERAL INFORMATION BLOCK:

OWNER: HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
 ACRES: 22.401
 SURVEYOR: SCOTT A. HAHN, RPLS 6375
 SPOT ON SURVEYING, INC., FIRM NO. 10193894
 LOTS: 1 - BLOCKS: 1
 CENTERLINE LINEAR FOOTAGE OF ALL RESERVED PUBLIC STREETS: 1,642.73'
 SUBMITTAL DATE: SEPTEMBER 19, 2024
 GEORGE HERDER SURVEY NO. 537, ABSTRACT NO. 239
 BENCHMARK: NGS MONUMENT BM0749
 ELEV. OF 748.73, NAVD 88 DATUM.
 R.O.W. RESERVATION: 98,563.63 SQ. FT. - 2.263 ACRES
 NUMBER OF CONNECTIONS TO EXISTING STREETS: 2
 DEVELOPMENT ACREAGE & SQUARE FOOTAGE:
 877,213.23 SQ. FT. - 20.138 ACRES
 DEVELOPMENT LOTS: 1



FINAL PLAT OF TOM GREEN ELEMENTARY SCHOOL

22.401 ACRES OUT OF THE GEORGE HERDER SURVEY NO. 537,
ABSTRACT NO. 239, SITUATED IN THE CITY OF BUDA, HAYS COUNTY, TEXAS



AREA CALCULATIONS
 1 DEVELOPMENT LOT= 877,213.23 SQ. FT. - 20.138 ACRES
 R.O.W. RESERVATION= 98,563.63 SQ. FT. - 2.263 ACRES
 TOTAL= 975,776.86 SQ. FT. - 22.401 ACRES

SURVEYORS NOTE:
 ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES UNLESS OTHERWISE NOTED.

BASIS OF BEARINGS:
 THE BASIS OF BEARINGS OF THIS SURVEY SHOWN HEREON, IS THE TEXAS COORDINATE SYSTEM NAD83, TEXAS SOUTH CENTRAL ZONE, UTILIZING STATIC OBSERVATIONS AND CORRECTIONS PERFORMED BY THE NGS-OPUS WEBSITE.

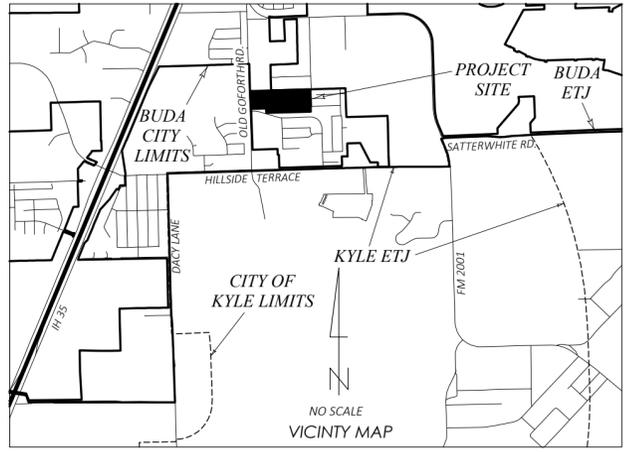
FLOOD PLAIN NOTE:
 NO PORTION OF THIS TRACT IS WITHIN THE BOUNDARIES OF THE 100 YEAR FLOODPLAIN OF ANY WATERWAY THAT IS WITHIN THE LIMITS OF STUDY OF THE NATIONAL FLOOD INSURANCE PROGRAM (NFIP) FLOOD INSURANCE RATE MAP NO. 48209C0280F, DATED SEPTEMBER 2, 2005, COMMUNITY PANEL NO. 480321, IN HAYS COUNTY, TEXAS.

THIS TRACT FALLS ENTIRELY WITHIN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN)

LINETYPE LEGEND:
 ————— = BOUNDARY
 - - - - - = ADJOINING LOT LINES
 - - - - - = EASEMENT LINE
 - - - - - = PUBLIC ACCESS EASEMENT R.O.W. RESERVED
 - - - - - = ORIGINAL DEED LINE
 - - - - - = PROPOSED SIDEWALK

REFERENCE LEGEND:
 D.R.H.C.T.X. = DEED RECORDS, HAYS COUNTY, TEXAS
 O.P.R.H.C.T.X. = OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS
 P.R.H.C.T.X. = PLAT RECORDS OF HAYS COUNTY, TEXAS
 R.P.R.H.C.T.X. = REAL PROPERTY RECORDS, HAYS COUNTY, TEXAS
 D.E. = DRAINAGE EASEMENT
 E.E. = ELECTRIC EASEMENT
 N.T.S. = NOT TO SCALE
 O/L = OPEN SPACE AND LANDSCAPE LOT
 P.U.E. = PUBLIC UTILITY EASEMENT
 W.E. = WATER EASEMENT
 W.W.E. = WASTEWATER EASEMENT

GENERAL INFORMATION BLOCK:
 OWNER: HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
 ACRES: 22.401
 SURVEYOR: SCOTT A. HAHN, RPLS 6375
 SPOT ON SURVEYING, INC., FIRM NO. 10193894
 LOTS: 1 - BLOCKS: 1
 CENTERLINE LINEAR FOOTAGE OF ALL RESERVED PUBLIC STREETS: 1,642.73'
 SUBMITTAL DATE: SEPTEMBER 19, 2024
 GEORGE HERDER SURVEY NO. 537, ABSTRACT NO. 239
 BENCHMARK: NGS MONUMENT BM0749
 ELEV. OF 748.73, NAVD 88 DATUM.
 R.O.W. RESERVATION: 98,563.63 SQ. FT. - 2.263 ACRES
 NUMBER OF CONNECTIONS TO EXISTING STREETS: 2
 DEVELOPMENT ACREAGE & SQUARE FOOTAGE:
 877,213.23 SQ. FT. - 20.138 ACRES
 DEVELOPMENT LOTS: 1



- MONUMENT LEGEND:**
- = FOUND MONUMENT AS DESCRIBED
 - = SET 5/8" IRON ROD WITH CAP STAMPED "SPOT ON SURVEYING"
 - ▲ = CALCULATED POINT
 - A = FOUND IRC G & R SURVEYING
 - B = FOUND 3/8" IP
 - E = FOUND 1/2" IRC LENZ & ASSOC 512 - 443 - 1174
 - F = FOUND IRC CHAPARRAL BOUNDARY
 - G = FOUND ALUM DISK IN CONC. STAMPED "KENT MCMILLAN SURVEYOR 3 RPLS 4341"
 - H = FOUND 1/2" IP
 - I = FOUND IR WITH ALUM. CAP - ILLEGIBLE
 - J = FOUND IRC PH KENT MC SURVEYING 46
 - K = FOUND IRC CUNNINGHAM ALLEN INC.
 - L = FOUND IR WITH ALUM. CAP - CUNNINGHAM ALLEN INC.



**HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES**

Date: May 19, 2025

Agenda Item: O.10

Board Goal: Community Relations

Subject: Consideration and possible approval of the Final Plat at the Impact Center

Administrator Responsible/Position: Max Cleaver, Chief Operations Officer
Nathan Wensowitch, Exec. Dir of Facilities, Construction & Bond Programs

A. Purpose of Agenda Item:

- Action needed Information only Receive input

B. Authority for This Action:

- Local Policy: Law or Rule N/A
CDB (Legal) and (Local) – Sale,
Lease, or Exchange of School-
Owned Property

C. Goal or Need Addressed: Work with local authorities having jurisdiction to meet the current development code requirements.

D. Summary:

- Previous board action relating to this item:** On November 28, 2023 the board approved the schematic design for this project (2023 Bond BP7).and approved the COOP purchase of HVAC equipment (GMP 1). Due to Lee Lewis Construction being unable to complete the project as the CMAR, Bartlett Cocke picked it up and advanced the project from that point as the CMAR. On January 22, 2024 the Board approved DD for the project. On March 25, 2025, the Board approved GMP 2. On February 24, 2025, the Board approved GMP 3.
- Future action anticipated:** None anticipated
- Background information:** Our 2023 Bond BP 7 construction permitting activities have triggered the need to plat this property. In reviewing available information, it was discovered that the residents owning the properties located on the south side of Beacon Hill Road (aka County Road 146) do not technically have legal access to their land. The recommended solution is for the Board to dedicate a 50' public access easement by separate instrument as shown on the plat document. Also, current code requires the dedication of a minimum 15' public utility easement around the perimeter of the property, to be dedicated hereon, as shown on the plat document.

E. Comments Received:

- Cabinet DLT FBOC Teacher Org. Reps. Other:

F. Administrative Recommendation: Administration recommends consideration and approval of the plat.

Advantages and benefits of this proposal: N/A
Expected results in terms of student benefit/achievement: N/A
Effect of this action on other parts of the system: N/A
Consequences of not approving this recommendation: N/A

G. Fiscal Impact and Cost: Minimal survey fees and staff time

- Budget 2021 Bond Land Due Diligence Other

Budget Amendment Needed
Prior Year Spending: N/A
Reasons for rejecting alternatives: N/A
Future/Ongoing: N/A

H. Monitoring and Reporting Time Line:

Person responsible for evaluating this decision or action: Max Cleaver and Nathan Wensowitch

Evaluation method and time line: N/A

Next report to the board: N/A

I. Suggested Motion:

I move that the Hays CISD Board of Trustees approve the Final Plat for the Hays CISD Impact Center, and authorize the Superintendent and/or Board President to negotiate and execute documents necessary and/or convenient to complete the transaction, as presented.



EXHIBIT "A"

SPOT ON SURVEYING
Land Surveying & Mapping

50' ACCESS EASEMENT
METES & BOUNDS

BEING 1.367 ACRES OF LAND, MORE OR LESS, OUT OF THE PHILIP J. ALLEN SURVEY, ABSTRACT NO. 1, SITUATED IN THE CITY OF BUDA ETJ, HAYS COUNTY, TEXAS, SAID 1.367 ACRES BEING A PORTION OF THAT 8.982 ACRE TRACT CONVEYED TO HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BY WARRANTY DEED RECORDED AS DOCUMENT NO. 404853 IN VOLUME 1245, PAGE 202, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS (O.P.R.H.C.TX.), SAID 1.367 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a found 1/2" iron pipe, said point being accepted as a point in the curved Southerly Right of Way limits of F.M. 967, variable width, also being accepted as the Northwesterly corner of Lot 1, Block E, Marlboro Country, according to the map or plat recorded in Volume 1, Page 309, Plat Records, Hays County, Texas (P.R.H.C.TX.), and as the most Northerly corner of Lot 2, Block E, of said Marlboro Country and as the Northeasterly corner of said 8.982 acre tract, for the Northeasterly corner hereof;

THENCE S 49° 49' 51" W, 743.24 feet, leaving the Southerly Right of Way limits of said F.M. 967, with the common Northwesterly limits of said Lots 1 and 2, the Northwesterly remainder limits of that 25.98 acre tract conveyed to Jason Lee Thames by General Warranty Deed (with Reservation of Enhanced Life Estate) recorded as Document No. 2015-15022053 in Volume 5270, Page 737, (O.P.R.H.C.TX.) and the Southeasterly limits of said 8.982 acre tract, to a calculated point, said point being accepted as a point in the Northwesterly remainder limits of said 25.98 acre tract, also being accepted as the Northeasterly corner of that 0.104 acre tract conveyed to Jason Lee Thames by said Document No. 2015-15022053, for the Southeasterly corner hereof;

THENCE leaving the Northwesterly limits of said 25.98 acre remainder tract, with the common Northerly limits of said 0.104 acre tract, the Northerly limits of that 3.86 acre remainder tract conveyed to Jason Lee Thames by said Document No. 2015-15022053 and the Northerly limits of that 3.7211 acre tract conveyed to Phillip R. Ashley and Laura S. Ashley by Warranty Deed with Vendor's Lien recorded as Document No. 2015-15006143 in Volume 5151, Page 817, (O.P.R.H.C.TX.) and the Southerly limits of said 8.982 acre tract, the following two (2) courses:

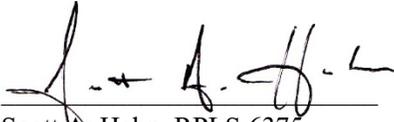
1. S 86° 53' 47" W, 505.14 feet to a found 10" creosote fence post;
2. S 85° 15' 03" W, 2.84 feet to a calculated point of intersection in the Easterly limits of Beacon Hill Road, variable width and as the Southwesterly corner of said 8.982 acre tract, for the Southwesterly corner hereof;

THENCE N 01° 25' 58" W, 50.08 feet, with the common Easterly Right of Way limits of said Beacon Hill Road and the Westerly limits of said 8.982 acre tract to a calculated point of intersection with a line being parallel with and 50.00 feet Northerly of the previously described lines, for the most Westerly corner hereof;

THENCE leaving the Easterly Right of Way limits of said Beacon Hill Road, through the interior of said 8.982 acre tract, with said parallel lines, the following three (3) courses:

1. N 85° 15' 03" E, 0.66 feet to a calculated point;
2. N 86° 53' 47" E, 489.10 feet to a calculated point;
3. N 49° 49' 51" E, 643.44 feet to a calculated point of intersection in the common curved Southerly Right of Way limits of said F.M. 967 and the Northerly limits of said 8.982 acre tract, for the Northwesterly corner hereof, said curve being concave Northerly, having a radius of 1,407.95 feet;

THENCE Northeasterly with said curve to the left through an interior angle of $03^{\circ} 56' 42''$ an arc length of 96.94 feet, having a chord bearing and distance of N $80^{\circ} 53' 11''$ E, 96.92 feet to the POINT OF BEGINNING hereof, containing a calculated area of 59,556.68 sq. ft., 1.367 acres. Said field notes being described in accordance with a survey made on the ground by me or under my direction. See Exhibit "B" Survey sketch attached hereto and made a part hereof. All bearings shown are based on NAD 83 Texas State Plane Coordinate System, South Central Zone. All distances shown are surface or ground distances.



Scott A. Hahn, RPLS 6375
Spot On Surveying, Inc.
614 Jerrys Lane
Buda, TX. 78610
(512)523-8092
TBPLS Firm# 10193894
SOS J/N: 0013-23-003 – IMPACT CENTER 50 FT ACCESS EASEMENT

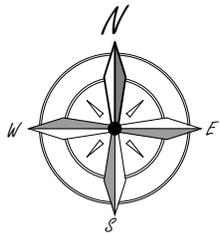


April 16, 2025

Date

EXHIBIT "B" SURVEY SKETCH

BEING 1.367 ACRES OUT OF THE PHILIP J. ALLEN SURVEY,
ABSTRACT NO. 1, IN THE CITY OF BUDA ETJ, HAYS COUNTY, TEXAS



0 200
SCALE 1" = 200'

F.M. 967
(ROW VARIES)

$\Delta = 3^{\circ}56'42''$
 $R = 1407.95'$
 $L = 96.94'$
CHD B = $N80^{\circ}53'11''E$
CHD L = 96.92'

P.O.B.

LOT 1, BLOCK E
MARLBORO COUNTRY
VOLUME 1, PAGE 309
P.R.H.C.TX.

HAYS CONSOLIDATED
INDEPENDENT SCHOOL DISTRICT
8.982 ACRES
DOCUMENT NO. 404853
VOLUME 1245, PAGE 202
O.P.R.H.C.TX.

LOT 2, BLOCK E
MARLBORO COUNTRY
VOLUME 1, PAGE 309
P.R.H.C.TX.

JASON LEE THAMES
REMAINDER OF 25.98 ACRES
DOCUMENT NO. 2015-15022053
VOLUME 5270, PAGE 737
P.R.H.C.TX.

LINETYPE LEGEND:

- BOUNDARY
- PROPOSED ACCESS EASEMENT
- RIGHT OF WAY
- ADJOINER

MONUMENT LEGEND / NOTES:

O.P.R.H.C.TX. = OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS
P.R.H.C.TX. = PLAT RECORDS, HAYS COUNTY, TEXAS
P.O.B. = POINT OF BEGINNING

BEACON HILL RD.
(A.K.A. CR 146 - RIGHT OF WAY VARIES)

$N1^{\circ}25'58''W$
50.08'
 $N85^{\circ}15'03''E$
0.66'
 $N86^{\circ}53'47''E$
489.10'
 $S85^{\circ}15'03''W$
2.84'

JASON LEE THAMES
REMAINDER OF 3.86 ACRES
DOCUMENT NO. 2015-15022053
VOLUME 5270, PAGE 737
P.R.H.C.TX.

JASON LEE THAMES
0.104 ACRES
DOCUMENT NO. 2015-15022053
VOLUME 5270, PAGE 737
P.R.H.C.TX.

PHILLIP R. ASHLEY AND
LAURA S. ASHLEY
3.7211 ACRES
DOCUMENT NO. 2015-15006143
VOLUME 5151, PAGE 817
P.R.H.C.TX.

1.367 ACRES - 59,556.68 SQ. FT.

SURVEYOR'S CERTIFICATION:

I, SCOTT A. HAHN, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND BY ME OR UNDER MY DIRECTION AND IS DESCRIBED IN METES AND BOUNDS DESCRIPTION EXHIBIT "A". ATTACHED HERETO AND MADE A PART HEREOF, SAID PROPERTY BEING SUBJECT TO ANY AND ALL EASEMENTS, RESERVATION AND RESTRICTIONS THAT MAY BE OF RECORD. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A COMMITMENT FOR TITLE INSURANCE. THERE MAY BE EASEMENTS OR OTHER MATTERS OF RECORD NOT SHOWN HEREON. THE MONUMENTS SHOWN HEREON WILL BE PLACED UNDER MY SUPERVISION UPON APPROVAL.

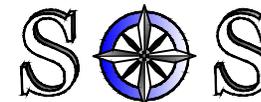
DATE 04/16/2025
SCOTT A. HAHN REGISTERED PROFESSIONAL LAND SURVEYOR
REGISTRATION NO. 6375 - TBPLS FIRM NO.: 10193894
SPOT ON SURVEYING, INC. 200
614 JERRYS LANE
BUDA, TX. 78610

MONUMENT LEGEND / NOTES:

- = FOUND MONUMENT AS DESCRIBED.
- ▲ = CALCULATED POINT.
- = FOUND 1/2" IRON PIPE.
- = FOUND 10" CREOSOTE FENCE POST.

BASIS OF BEARINGS:

THE BASIS OF BEARINGS OF THIS SURVEY SHOWN HEREON, IS THE TEXAS COORDINATE SYSTEM NAD83, TEXAS SOUTH CENTRAL ZONE, UTILIZING STATIC OBSERVATIONS AND CORRECTIONS PERFORMED BY THE NGS-OPUS WEBSITE.

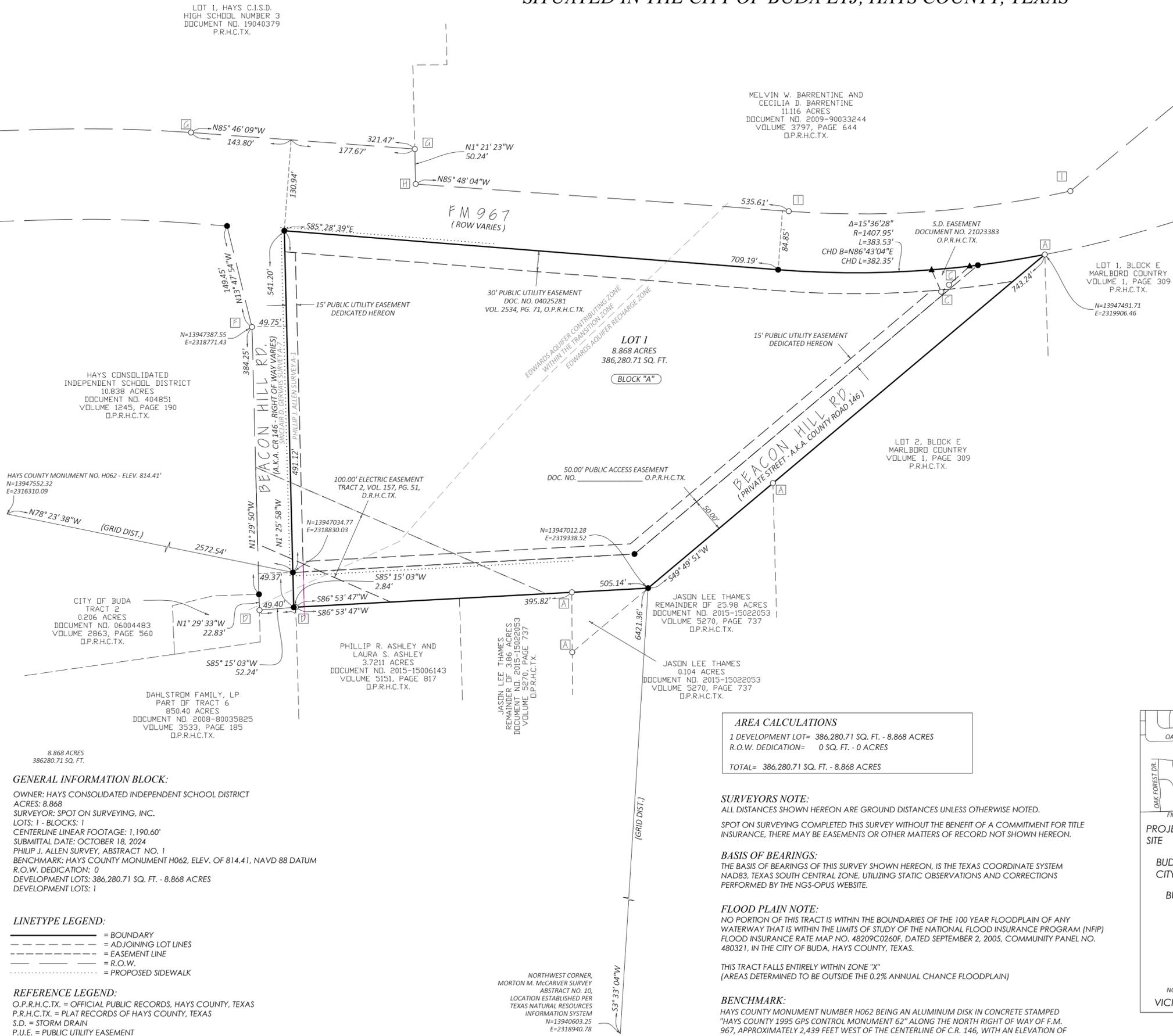
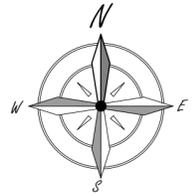


www.spotonsurveying.com

SOS J/N:0013-23-003

FINAL PLAT OF HAYS C.I.S.D. IMPACT CENTER

8.868 ACRES OUT OF THE PHILIP J. ALLEN SURVEY ABSTRACT NO. 1, AND SINCLAIR D. GERVAIS SURVEY ABSTRACT NO. 7 SITUATED IN THE CITY OF BUDA ETJ, HAYS COUNTY, TEXAS



MONUMENT LEGEND / NOTE:

- = SET 5/8" IRON ROD WITH CAP STAMPED "SPOT ON SURVEYING".
- = FOUND MONUMENT AS DESCRIBED.
- ▲ = CALCULATED POINT.
- [A] = FD. 1/2" IRON PIPE.
- [B] = FD. 5/8" IRON ROD.
- [C] = FD. 3" BRASS DISC MONUMENT IN CONCRETE STAMPED "TEXAS DEPARTMENT OF TRANSPORTATION R.O.W."
- [D] = FD. 10" CREOSOTE FENCE POST.
- [E] = FD. 2" STEEL FENCE POST.
- [F] = FD. 60d NAIL.
- [G] = FD. IRON ROD WITH CAP STAMPED "KENT MCMILLAN RPLS 4341".
- [H] = FD. 5/8" IRON ROD BENT OVER, LOCATION TAKEN AT BASE.
- [I] = FD. CONCRETE TXDOT R.O.W. MONUMENT OBLITERATED.

AREA CALCULATIONS
 1 DEVELOPMENT LOT= 386,280.71 SQ. FT. - 8.868 ACRES
 R.O.W. DEDICATION= 0 SQ. FT. - 0 ACRES
TOTAL= 386,280.71 SQ. FT. - 8.868 ACRES

SURVEYORS NOTE:
 ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES UNLESS OTHERWISE NOTED.
 SPOT ON SURVEYING COMPLETED THIS SURVEY WITHOUT THE BENEFIT OF A COMMITMENT FOR TITLE INSURANCE, THERE MAY BE EASEMENTS OR OTHER MATTERS OF RECORD NOT SHOWN HEREON.

BASIS OF BEARINGS:
 THE BASIS OF BEARINGS OF THIS SURVEY SHOWN HEREON, IS THE TEXAS COORDINATE SYSTEM NAD83, TEXAS SOUTH CENTRAL ZONE, UTILIZING STATIC OBSERVATIONS AND CORRECTIONS PERFORMED BY THE NGS-OPUS WEBSITE.

FLOOD PLAIN NOTE:
 NO PORTION OF THIS TRACT IS WITHIN THE BOUNDARIES OF THE 100 YEAR FLOODPLAIN OF ANY WATERWAY THAT IS WITHIN THE LIMITS OF STUDY OF THE NATIONAL FLOOD INSURANCE PROGRAM (NFIP) FLOOD INSURANCE RATE MAP NO. 48209C0260F, DATED SEPTEMBER 2, 2005, COMMUNITY PANEL NO. 480321, IN THE CITY OF BUDA, HAYS COUNTY, TEXAS.

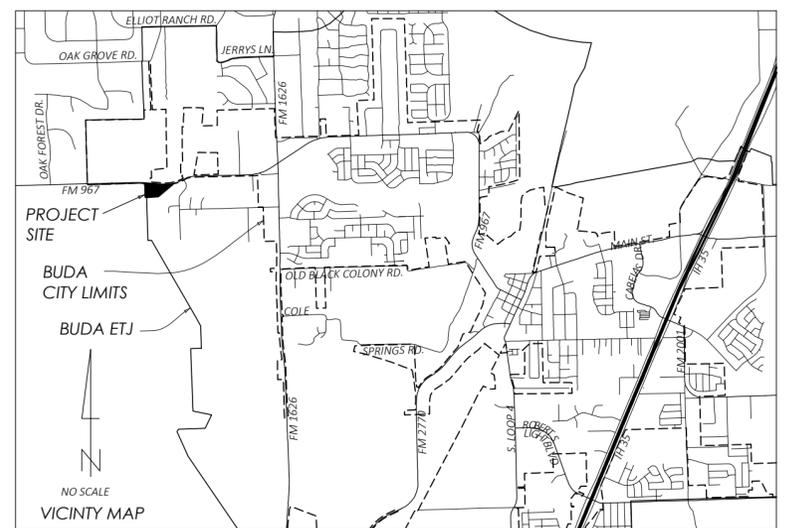
THIS TRACT FALLS ENTIRELY WITHIN ZONE "X"
 (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN)

BENCHMARK:
 HAYS COUNTY MONUMENT NUMBER H062 BEING AN ALUMINUM DISK IN CONCRETE STAMPED "HAYS COUNTY 1995 GPS CONTROL MONUMENT 62" ALONG THE NORTH RIGHT OF WAY OF F.M. 967, APPROXIMATELY 2,439 FEET WEST OF THE CENTERLINE OF C.R. 146, WITH AN ELEVATION OF 814.41 FEET, NAVD 88 DATUM, HAS BEEN USED FOR THE ELEVATIONS SHOWN ON THIS SURVEY.

GENERAL INFORMATION BLOCK:
 OWNER: HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
 ACRES: 8.868
 SURVEYOR: SPOT ON SURVEYING, INC.
 LOTS: 1 - BLOCKS: 1
 CENTERLINE LINEAR FOOTAGE: 1,190.60'
 SUBMITTAL DATE: OCTOBER 18, 2024
 PHILIP J. ALLEN SURVEY, ABSTRACT NO. 1
 BENCHMARK: HAYS COUNTY MONUMENT H062, ELEV. OF 814.41, NAVD 88 DATUM
 R.O.W. DEDICATION: 0
 DEVELOPMENT LOTS: 386,280.71 SQ. FT. - 8.868 ACRES
 DEVELOPMENT LOTS: 1

LINETYPE LEGEND:
 ————— = BOUNDARY
 - - - - - = ADJOINING LOT LINES
 - - - - - = EASEMENT LINE
 - - - - - = R.O.W.
 = PROPOSED SIDEWALK

REFERENCE LEGEND:
 O.P.R.H.C.T.X. = OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS
 P.R.H.C.T.X. = PLAT RECORDS OF HAYS COUNTY, TEXAS
 S.D. = STORM DRAIN
 P.U.E. = PUBLIC UTILITY EASEMENT



FINAL PLAT OF HAYS C.I.S.D. IMPACT CENTER
8.868 ACRES OUT OF THE PHILIP J. ALLEN SURVEY
ABSTRACT NO. 1, AND SINCLAIR D. GERVAIS SURVEY ABSTRACT NO. 7
SITUATED IN THE CITY OF BUDA ETJ, HAYS COUNTY, TEXAS

GENERAL NOTES:

1. LAND USE: 9.541 ACRES.
2. WATER SERVICE BY CITY OF BUDA.
3. WASTE WATER BY ON-SITE SEPTIC SYSTEM.
4. ELECTRIC SERVICE BY PEDERNALES ELECTRIC COOPERATIVE, INC.
5. TELEPHONE SERVICE BY SPECTRUM.
6. THIS PROPERTY IS LOCATED WITHIN HAYS COUNTY ESD #8 AND NORTHEAST HAYS COUNTY ESD #2.
7. THIS PROPERTY IS LOCATED WITHIN THE CITY OF BUDA ETJ.
8. ALL OTHER UTILITIES, GAS, CABLE, INTERNET, ETC. ARE THE OWNER'S RESPONSIBILITY.
9. THIS PROPERTY IS LOCATED WITHIN THE HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT.
10. NO OBJECT, INCLUDING BUT NOT LIMITED TO BUILDINGS, FENCES, OR LANDSCAPING SHALL BE ALLOWED IN A DRAINAGE EASEMENT.
11. PROPERTY OWNER SHALL PROVIDE ACCESS TO DRAINAGE AND UTILITY EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS FOR INSPECTION, OPERATION AND MAINTENANCE.
12. ALL STREETS IN THIS SUBDIVISION WILL BE CONSTRUCTED TO THE CITY OF BUDA STANDARDS, TO BE MAINTAINED BY THE CITY OF BUDA. PUBLIC ACCESS EASEMENTS WILL BE MAINTAINED BY HAYS CISD.
13. PORTIONS OF THIS PROPERTY LIES WITHIN THE BOUNDARIES OF THE RECHARGE ZONE AND THE CONTRIBUTING ZONE WITHIN THE TRANSITION ZONE OF THE EDWARDS AQUIFER.
14. BUILDING SETBACK LINES SHALL BE IN CONFORMANCE WITH THE CITY OF BUDA ADOPTED UNIFIED DEVELOPMENT CODE.
15. SIDEWALKS WILL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF BUDA ADOPTED UNIFIED DEVELOPMENT CODE.
16. NO PORTION OF THIS SITE FALLS WITHIN A FEMA 100-YEAR REGULATORY FLOODPLAIN, SEE FLOODPLAIN NOTE FOR DETAILS.
17. THIS SUBDIVISION IS SUBJECT TO THE CITY'S TREE PRESERVATION ORDINANCE, SUBSECTION 4.04.01 OF THE CITY OF BUDA UNIFIED DEVELOPMENT CODE. ALL TREES OVER 8" THAT ARE NOT IN EXEMPT (NON-PROTECTED) SPECIES TO BE REMOVED OTHER THAN THOSE THAT ARE LOCATED IN A RIGHT OF WAY MUST BE MITIGATED PER THE REQUIREMENTS OF THIS SUBSECTION. THE MITIGATION REQUIREMENTS ARE ABOVE AND BEYOND THE REQUIRED LANDSCAPING PLANTING FOR RESIDENTIAL AND COMMERCIAL LOTS.
18. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE-APPROVED COMMUNITY WATER SYSTEM. DUE TO DECLINING WATER SUPPLIES AND DIMINISHING WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUNDWATER AVAILABILITY. RAINWATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE.
19. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY DEVELOPMENT SERVICES.
20. NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL CITY OF BUDA PERMIT REQUIREMENTS AND HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.
21. THE TRAILS MASTER PLAN, ADOPTED IN JANUARY 2024, IDENTIFIES A COMMUNITY CORRIDOR TRAIL 8-10' WIDE, (10" PREFERRED) CONCRETE SHARED USE PATH ALONG FM 967.
22. PEDERNALES ELECTRIC COOPERATIVE (PEC) IS HEREBY DEDICATED A FIFTEEN FOOT (15') WIDE UTILITY EASEMENT ALONG ALL LOT LINES ADJOINING A PUBLIC RIGHT OF WAY AND A TEN FOOT (10') WIDE UTILITY EASEMENT ALONG ALL OTHER FRONT, SIDE, AND REAR LOT LINES.
23. PRIVATE PROPERTY WITHIN PUBLIC AND PRIVATE ROADWAY EASEMENTS, ACCESS EASEMENTS AND RIGHT OF WAY RESERVATIONS SHALL BE DESIGNATED AS A UTILITY EASEMENT. A 15' UTILITY EASEMENT IS HEREBY GRANTED ALONG ALL RIGHT OF WAY RESERVATIONS, ROADWAY EASEMENTS AND ACCESS EASEMENTS.
24. ALL EXISTING OVERHEAD LINES SHALL POSSESS A TWENTY FOOT (20') WIDE UTILITY EASEMENT CENTERED 10' EACH SIDE OF LINE. ALL EXISTING UNDERGROUND LINES SHALL POSSESS A FIFTEEN FOOT (15') WIDE UTILITY EASEMENT CENTERED 7.5' EACH SIDE OF LINE.
25. EACH LOT IS SUBJECT TO A FLOATING TEN FOOT (10') WIDE BY THIRTY FOOT (30') LONG GUY WIRE EASEMENT AS REQUIRED BY PEC.
26. THE UTILITY EASEMENT INCLUDES THE RIGHT OF INGRESS AND EGRESS OVER ADJACENT LANDS WITHIN THE SUBDIVISION TO OR FROM THE UTILITY EASEMENT. THE PURPOSE OF THE UTILITY EASEMENT WITH RESPECT TO ELECTRIC FACILITIES AND RELATED TELECOMMUNICATIONS OR FIBER OPTIC SYSTEMS IS TO PLACE, CONSTRUCT, RE-CONSTRUCT, ALTER, INSPECT, PATROL, OPERATE, UPGRADE, REPAIR, REPHASE, HANG NEW WIRE ON, MAINTAIN, RELOCATE, REPLACE, AND REMOVE OVER, IN, BELOW, ABOVE, ACROSS AND UPON THE EASEMENT AREA A DISTRIBUTION LINE OR SYSTEM, TELECOMMUNICATIONS SYSTEM AND EQUIPMENT, OR OTHER SERVICES AND SYSTEMS, AND RELATED APPURTENANCES AND EQUIPMENT, AND TO CUT, PRUNE, TRIM, CHEMICALLY TREAT AND/OR REMOVE FROM SAID LANDS ALL TREES, BRUSH, SHRUBBERY AND PARTS THEREOF, OR OTHER OBSTRUCTIONS WITHIN OR OUTSIDE THE EASEMENT AREA WHICH MAY ENDANGER, OR INTERFERE WITH THE ACCESS, EFFICIENCY, AND SAFETY OF SAID LINES OR THEIR APPURTENANCES.
27. ALL UTILITY EASEMENTS ARE FOR THE PURPOSE OF CONSTRUCTION, RECONSTRUCTION, UPGRADING, MAINTENANCE (INCLUDING BUT NOT LIMITED TO REMOVAL OF VEGETATION, TREES, AND OTHER OBSTRUCTIONS), INSPECTING, REMOVAL, READING OF METERS, AND REPAIR OF ALL OVERHEAD AND UNDERGROUND LINES.
28. NO BUILDINGS OR ANY OTHER OBSTRUCTIONS SHALL BE PLACED WITHIN UTILITY EASEMENTS. WHERE ACCESS IS OBSTRUCTED WITHIN EASEMENT PEC SHALL HAVE THE RIGHT OF INGRESS AND EGRESS OVER GRANITOR'S ADJACENT LAND TO AND FROM SAID UTILITY EASEMENT.
29. WITH RESPECT TO THE UTILITY EASEMENT, THE RIGHT OF PEDESTRIAN, VEHICULAR, AND EQUIPMENT INGRESS AND EGRESS OVER THE UTILITY EASEMENT IS PERMITTED AND THE UTILITY MAY MAKE USE OF THE UTILITY EASEMENT FOR ITS PURPOSES, INCLUDING THE TEMPORARY PLACEMENT OF AND STORAGE OF VEHICLES AND EQUIPMENT.
30. PRIVATE STREET SHOWN HEREON IS TO BE MAINTAINED BY THE OWNER UNTIL RIGHT OF WAY RESERVATION IS FORMALLY CONVEYED TO THE CITY FOR PUBLIC RIGHT OF WAY, AT WHICH TIME THE CITY OF BUDA WILL BE RESPONSIBLE FOR MAINTAINING SAID ROAD.

EASEMENTS:

ANY PUBLIC UTILITY, INCLUDING THE CITY, SHALL HAVE THE RIGHT TO MOVE AND KEEP MOVED ALL OR PART OF ANY BUILDING, FENCES, TREES, SHRUBS, OTHER GROWTHS OR IMPROVEMENTS WHICH IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE, OR EFFICIENCY OF ITS RESPECTIVE SYSTEMS ON ANY OF THE EASEMENTS OR RIGHT-OF-WAY SHOWN ON THE PLAT (OR FILED BY SEPARATE INSTRUMENT THAT IS ASSOCIATED WITH SAID PROPERTY); AND ANY PUBLIC UTILITY, INCLUDING THE CITY, SHALL HAVE THE RIGHT AT ALL TIMES OF INGRESS AND EGRESS TO AND FROM AND UPON SAID EASEMENTS FOR THE PURPOSE OF CONSTRUCTION, RECONSTRUCTION, INSPECTION, PATROLLING, MAINTAINING AND ADDING TO OR REMOVING ALL OR PART OF ITS RESPECTIVE SYSTEMS WITHOUT THE NECESSITY AT ANY TIME OF PROCURING THE PERMISSION OF ANYONE. EASEMENTS SHALL BE MAINTAINED BY PROPERTY OWNERS. THE CITY CAN MOVE TREES OR ANY OTHER IMPROVEMENTS AND DOES NOT HAVE THE RESPONSIBILITY TO REPLACE THEM.

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

OWNER'S CERTIFICATION:

THAT THE UNDERSIGNED, HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, OWNERS OF 8.868 ACRES OF LAND OUT OF THE PHILIP J. ALLEN SURVEY, ABSTRACT NO. 1, SITUATED IN THE CITY OF BUDA, HAYS COUNTY, TEXAS, CONVEYED TO US BY SPECIAL WARRANTY DEED RECORDED AS DOCUMENT NO. 404853 IN VOLUME 1245, PAGE 202, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAID 8.868 ACRES TO BE KNOWN AS:

"FINAL PLAT OF HAYS C.I.S.D. IMPACT CENTER"

AS SHOWN HEREON AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS HEREON, SUBJECT TO ANY EASEMENTS PREVIOUSLY GRANTED AND NOT RELEASED.

_____, REPRESENTATIVE DATE
 HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
 215100 I.H. 35, KYLE, TX 78640

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

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED, _____, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT. GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS ___ DAY OF _____, 20___, A.D.

_____, NOTARY PUBLIC DATE
 IN AND FOR THE STATE OF _____

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

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ___ DAY OF _____, 20___, A.D., AT ___ O'CLOCK ___ M., IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS AS DOCUMENT NO. _____.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK OF SAID COUNTY THE ___ DAY OF _____, 20___, A.D.

 ELAINE H. CARDENAS, COUNTY CLERK
 HAYS COUNTY, TEXAS

CITY CERTIFICATION:

I, ALICIA RAMIREZ, CITY CLERK OF THE CITY OF BUDA, HEREBY CERTIFY THAT THE ABOVE FOREGOING FINAL PLAT OF HAYS C.I.S.D. IMPACT CENTER, HAS BEEN SUBMITTED TO AND APPROVED ON BEHALF OF THE CITY COUNCIL OF THE CITY OF BUDA, TEXAS ON THE ___ DAY OF _____, 20___, SAID PLAT SHALL BE SUBJECT TO ALL REQUIREMENTS OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF BUDA.

WITNESS MY HAND THIS THE ___ DAY OF _____, 20___, A.D.

 ALICIA RAMIREZ, CITY CLERK
 CITY OF BUDA, TEXAS

STATE OF TEXAS § KNOWN ALL MEN BY THESE PRESENTS
 COUNTY OF HAYS §

I, THE UNDERSIGNED, FLOODPLAIN ADMINISTRATOR OF HAYS COUNTY, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL HAYS COUNTY FLOODPLAIN REQUIREMENTS AS STATED IN THE HAYS COUNTY DEVELOPMENT REGULATIONS.

 ERIC VAN GAASBEEK, R.S., C.F.M.
 FLOODPLAIN ADMINISTRATOR
 HAYS COUNTY DEVELOPMENT SERVICES

STATE OF TEXAS § KNOWN ALL MEN BY THESE PRESENTS
 COUNTY OF HAYS §

I, THE UNDERSIGNED, DIRECTOR HAYS COUNTY DEVELOPMENT SERVICES DEPARTMENT, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL HAYS COUNTY REQUIREMENTS AS STATED IN THE HAYS COUNTY DEVELOPMENT REGULATIONS AND/OR HAYS COUNTY RULES FOR ON-SITE SEWAGE FACILITIES.

 MARCUS PACHECO
 DIRECTOR
 HAYS COUNTY DEVELOPMENT SERVICES

SURVEYOR'S CERTIFICATION:

I, SCOTT A. HAHN, AM REGISTERED IN THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF LAND SURVEYING, AND DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION AND THAT THE MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

_____, DATE
 SCOTT A. HAHN
 TEXAS REGISTRATION NO. 6375
 SPOT ON SURVEYING, INC.
 614 JERRY'S LANE
 BUDA, TX, 78610
 TBPLS FIRM NO.: 10193894



**HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES**

Date: May 19, 2025

Agenda Item: O.11

Board Goal: Community Relations

Subject: Consideration and possible approval of a Land Use Request from the City of Kyle

Administrator Responsible/Position: Max Cleaver, Chief Operations Officer
Nathan Wensowitch, Exec. Dir of Facilities, Construction & Bond Programs

A. Purpose of Agenda Item:

- Action needed Information only Receive input

B. Authority for This Action:

- Local Policy: Law or Rule N/A
CDB (Legal) and (Local) – Sale,
Lease, or Exchange of School-
Owned Property

C. Goal or Need Addressed: Work with local entities to promote good development practices.

D. Summary:

- Previous board action relating to this item: N/A
 Future action anticipated: N/A
 Background information: The City of Kyle is requesting two tracts of land totaling 0.0850 acres located at Kohler's Crossing and Everett Drive (7 Part 1; 0.0160 acres) and Kohler's Crossing at Cromwell Drive (7 Part 2; 0.0690 acres), near the Performing Arts Center, for the purpose of installing a sidewalk and a roundabout, as shown in the attached Special Warranty Deed documents. Legal is reviewing the form of the transaction, and may recommend a right of way easement in lieu of the current special warranty deed format.

E. Comments Received:

- Cabinet DLT FBOC Teacher Org. Reps. Other:

F. Administrative Recommendation: Administration recommends approval of the granting of land for a sidewalk and roundabout, format to be determined.

Advantages and benefits of this proposal: N/A
Expected results in terms of student benefit/achievement: N/A
Effect of this action on other parts of the system: N/A
Consequences of not approving this recommendation: N/A

G. Fiscal Impact and Cost: Minimal survey fees and staff time

- Budget Bond Grant / Special Funding Other
 Budget Amendment Needed
Prior Year Spending: N/A
Reasons for rejecting alternatives: N/A
Future/Ongoing: N/A

H. Monitoring and Reporting Time Line:

Person responsible for evaluating this decision or action: Max Cleaver and Nathan Wensowitch
Evaluation method and time line: N/A
Next report to the board: N/A

I. Suggested Motion:

I move that the Hays CISD Board of Trustees grant the City of Kyle the use of two separate tracts of land for Kohler's Crossing at Everett Drive and Kohler's Crossing at Cromwell Drive totaling 0.0850 acres for the purpose of installing a sidewalk and roundabout, and authorize the Superintendent and/or Board President to execute documents necessary and/or convenient to complete the transaction, as presented.

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 0.0850 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 _____ 2025.

**BOARD OF TRUSTEES OF THE AYS CONSOLIDATED
INDEPENDENT SCHOOL DISTRICT**

By: President, Board of Trustees

STATE OF TEXAS

COUNTY OF HAYS

|
|
|

ACKNOWLEDGMENT

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 _____ and 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 _____, 2025.

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 ____ 2025.

Notary Public-State of Texas

AFTER RECORDING PLEASE RETURN TO:

City of Kyle
Attn: City Secretary
100 Center Street, Kyle
Hays County, Texas 78640



EXHIBIT A

0.0850 Ac.
John Cooper Survey, Abstract No. 100
City of Kyle, Hays County, Texas

Project No. 1023081053
FN 51251
April 15, 2025
Page 1 of 7

TRACT DESCRIPTION FOR PARCEL 7 PART 1 AND 2

DESCRIPTION OF TWO PARCELS OF LAND TOTALING 0.0850 OF ONE ACRE (3,703 SQ. FT.) OF LAND LOCATED IN THE JOHN COOPER SURVEY, ABSTRACT 100, CITY OF KYLE, HAYS COUNTY, TEXAS, BEING A PORTION OF A CALLED 10.00 ACRE TRACT OF LAND DESCRIBED IN A DEED TO THE BOARD OF TRUSTEES FOR THE HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT (H.C.I.S.D.), RECORDED IN VOLUME 2029, PAGE 661, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.TX.), AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN TWO (2) PARTS AS FOLLOWS:

PART 1: 0.0160 of one acre (696 sq. ft.)

COMMENCING at a 5/8-inch iron rod with a plastic cap stamped "HR GREEN" found 305.95 feet left of Kohler's Crossing Engineer's Centerline Station (E.C.S.) 45+62.45 for the northeast corner of that certain tract of land described in a deed to the City of Kyle (PID 88919), and recorded in Volume 1415, Page 83, O.P.R.H.C.TX., same being on the west line of Lot 2, Block A, Plum Creek Phase II, Section 1A, recorded in Cabinet 14, Page 225, Plat Records of Hays County, Texas (P.R.H.C.TX.), and described in a deed to A+ Federal Credit Union, recorded in Volume 3555, Page 626, O.P.R.H.C.TX.;

THENCE, South S00°45'07" East, with the common line of said Lot 2, Block A, and said City of Kyle (PID 88919) tract, a distance of **259.67 feet** to a 1/2-inch iron rod with a plastic cap found 46.29 feet left of E.C.S. 45+60.48 on the existing north right-of-way line of Kohler's Crossing, a variable width right-of-way (R.O.W.), per Quitclaim Deed dated September 10, 1991 and described as Parcel 1, no recording information found, same being the north line of that certain tract of land described as Parcel 3, Tract 2 to the City of Kyle in Volume 3220, Page 508, O.P.R.H.C.TX., being the common south corner of said City of Kyle (PID 88919) tract and said Lot 2, Block A ;

THENCE, North 88°48'55" East, with the existing north right-of-way line of said Kohler's Crossing and said Parcel 3, Tract 2, being the south line of said Lot 2, Block A, the south terminus of Burnam, a 70 foot R.O.W., as dedicated in said Plum Creek Phase II, Section 1A, and the south line of Lot 1, Block B of said Plum Creek Phase II, Section 1A, as described in a deed to KOP Plum Creek, L.P., recorded in Document No. 80005185, O.P.R.H.C.TX., a distance of **577.66 feet** to a calculated point for the southeast corner of said Lot 1, Block B, same being the intersection of said north R.O.W. line and the west R.O.W. line of Everett, a 60 foot R.O.W., as dedicated in said Plum Creek Phase II Section 1A;

THENCE, North 01°06'54" West, departing the existing north R.O.W. line of said Kohler's Crossing, with the west R.O.W. line of said Everett, being the east line of said Lot 1, Block B, a distance of **28.74 feet** to a calculated point;

THENCE, North 88°48'41" East, departing the east line of said Lot 1, Block B, over and across said Everett, a distance of **60.00 feet** to a 5/8-inch iron rod with plastic cap stamped "SAM" (Surface Coordinates of N=13,924,984.38, E=2,324,363.73) set 75.00 feet left of E.C.S. 51+98.17 on the east R.O.W. line of said Everett, being the west line of said Board of Trustees for the H.C.I.S.D. tract, on the proposed north R.O.W. line of Kohler's Crossing, for the **POINT OF BEGINNING** and northwest corner of the parcel described herein;

THENCE, departing the east R.O.W. line of said Everett, with the proposed north R.O.W. line of Kohler's Crossing, over and across said Board of Trustees for the H.C.I.S.D. tract, the following three (3) courses and distances:

- 1. **North 88°48'41" East**, a distance of **21.83 feet** to a 5/8-inch iron rod with plastic cap stamped "SAM" set 75.00 feet left of E.C.S. 52+20.00 for an angle point;



2. **South 57°35'26" East**, a distance of **18.01 feet** to a 5/8-inch iron rod with plastic cap stamped "SAM" set 65.03 feet left of E.C.S. 52+35.00, for an angle point; and
3. **South 01°11'19" East**, a distance of **10.97 feet** to a 5/8-inch iron rod with plastic cap stamped "SAM" set 54.06 feet left of E.C.S. 52+35.00, on the existing north R.O.W. line of said Kohler's Crossing, and the north R.O.W. line of that certain 0.273 acre tract of land described to the City of Kyle in Volume 3226, Page 168, O.P.R.H.C.TX., being the south line of said Board of Trustees for the H.C.I.S.D. tract, for the southeast corner of the parcel described herein;

THENCE, South 88°53'13" West, with the existing north R.O.W. line of said Kohler's Crossing, and the north line of said 0.273 acre City of Kyle tract, being the south line of said Board of Trustees for the H.C.I.S.D. tract, a distance of **36.85 feet** to a calculated point for the intersection of said north R.O.W. line and the east R.O.W. line of said Everett, for the southwest corner of said Board of Trustees for the H.C.I.S.D. tract and the parcel described herein;

THENCE, North 01°06'54" West, departing the existing north R.O.W. line of said Kohler's Crossing, with the common line of said Everett and said Board of Trustees for the H.C.I.S.D. tract, a distance of **20.89 feet** to the **POINT OF BEGINNING**, and containing **0.0160 of one acre (696 sq. ft.)** of land.

PART 2: 0.0690 of one acre (3,007 sq. ft.)

COMMENCING at a 1/2-inch iron rod with a plastic cap stamped "L&J" found 532.60 feet left of Kohler's Crossing Engineer Centerline Station (E.C.S.) 57+14.07, on the east line of a called 1.5808 acre tract, also known as "Tract 1", described in a deed to the City of Kyle, Texas, in Document No. 23033099, O.P.R.H.C.TX., for the northwest corner of a called 0.9756 acre tract described in a deed to the City of Kyle, Texas in Document No. 23017316, O.P.R.H.C.TX.;

THENCE, South 01°06'21" East, with the east line said 1.5808 acre tract, the west line of said 0.9756 acre City of Kyle tract, and the west line of Lot 1, Heroes Memorial Park, a subdivision of record in Document No. 22012717, P.R.H.C.TX., and described in a deed to the City of Kyle, Texas, recorded in Document No. 21062840 O.P.R.H.C.TX., a distance of **425.63 feet** to a calculated point;

THENCE, South 88°53'39" West, departing the west line of said Lot 1, over and across said 1.5808 acre tract, a distance of 100.01 feet to a 5/8" iron rod with plastic cap stamped "SAM" (Surface Coordinates of N=13,925,025.10, E=2,324,778.24) set 107.11 feet left of E.C.S. 56+13.45, on the proposed north right-of-way line of said Kohler's Crossing, the east line of said Board of Trustees for the H.C.I.S.D. tract, and the west line of said 1.5808 acre City of Kyle tract, for the **POINT OF BEGINNING** and north corner of the parcel described herein;

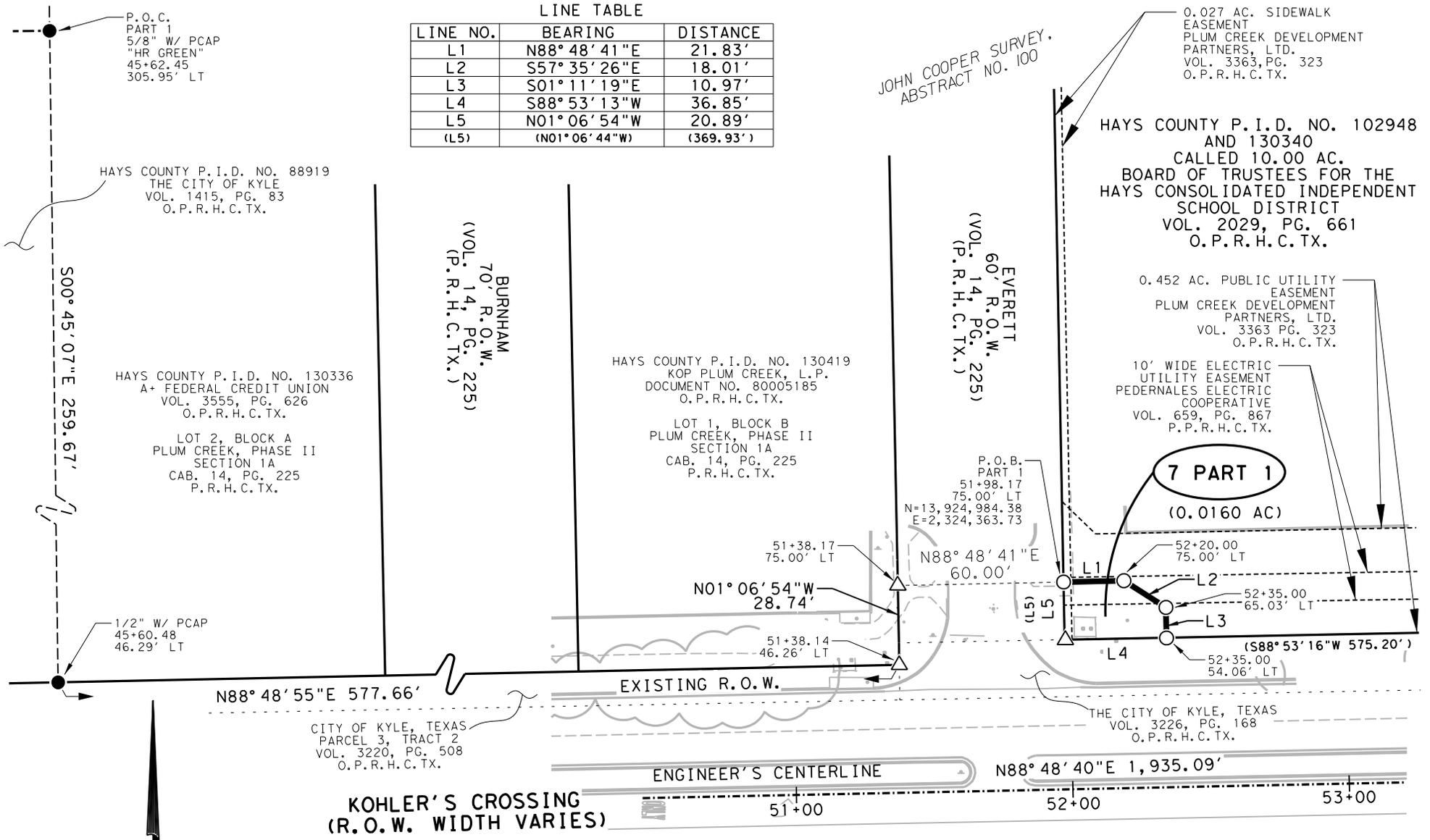
THENCE, South 01°06'35" East, with the east line of said Board of Trustees for the H.C.I.S.D. tract and the west line of said 1.5808 acre City of Kyle tract, a distance of **53.55 feet** to a 1/2-inch iron rod with a plastic cap stamped "4WARD BOUNDARY" found on the existing north right-of-way line of said Kohler's Crossing and the north line of said 0.273 acre City of Kyle tract, for the southeast corner of said Board of Trustees for the H.C.I.S.D. tract and the parcel described herein;

THENCE, South 88°53'13" West, with the existing north right-of-way line of Kohler's Crossing, and the north line of said 0.273 acre City of Kyle tract, a distance of **167.68 feet** to an 5/8" iron rod with plastic cap stamped "SAM" set 53.78 feet left of E.C.S. 54+45.69, on the proposed north right-of-way line of said Kohler's Crossing, for the west corner of the parcel described herein;

EXHIBIT B

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N88° 48' 41"E	21.83'
L2	S57° 35' 26"E	18.01'
L3	S01° 11' 19"E	10.97'
L4	S88° 53' 13"W	36.85'
L5	N01° 06' 54"W	20.89'
(L5)	(N01° 06' 44"W)	(369.93')



P.O.C. PART 1
5/8" W/ PCAP
"HR GREEN"
45+62.45
305.95' LT

HAYS COUNTY P.I.D. NO. 88919
THE CITY OF KYLE
VOL. 1415, PG. 83
O.P.R.H.C.TX.

HAYS COUNTY P.I.D. NO. 130336
A+ FEDERAL CREDIT UNION
VOL. 3555, PG. 226
O.P.R.H.C.TX.

LOT 2, BLOCK A
PLUM CREEK, PHASE II
SECTION 1A
CAB. 14, PG. 225
P.R.H.C.TX.

BURNHAM
70' R.O.W.
(VOL. 14, PG. 225)
(P.R.H.C.TX.)

HAYS COUNTY P.I.D. NO. 130419
KOP PLUM CREEK, L.P.
DOCUMENT NO. 80005185
O.P.R.H.C.TX.

LOT 1, BLOCK B
PLUM CREEK, PHASE II
SECTION 1A
CAB. 14, PG. 225
P.R.H.C.TX.

JOHN COOPER SURVEY.
ABSTRACT NO. 100

EVERETT
60' R.O.W.
(VOL. 14, PG. 225)
(P.R.H.C.TX.)

HAYS COUNTY P.I.D. NO. 102948
AND 130340
CALLED 10.00 AC.
BOARD OF TRUSTEES FOR THE
HAYS CONSOLIDATED INDEPENDENT
SCHOOL DISTRICT
VOL. 2029, PG. 661
O.P.R.H.C.TX.

0.452 AC. PUBLIC UTILITY
EASEMENT
PLUM CREEK DEVELOPMENT
PARTNERS, LTD.
VOL. 3363 PG. 323
O.P.R.H.C.TX.

10' WIDE ELECTRIC
UTILITY EASEMENT
PEDERNALES ELECTRIC
COOPERATIVE
VOL. 659, PG. 867
P.P.R.H.C.TX.

7 PART 1
(0.0160 AC)

P.O.B.
PART 1
51+98.17
75.00' LT
N=13,924,984.38
E=2,324,363.73

1/2" W/ PCAP
45+60.48
46.29' LT

N88° 48' 55"E 577.66'

CITY OF KYLE, TEXAS
PARCEL 3, TRACT 2
VOL. 3220, PG. 508
O.P.R.H.C.TX.

EXISTING R.O.W.

THE CITY OF KYLE, TEXAS
VOL. 3226, PG. 168
O.P.R.H.C.TX.

ENGINEER'S CENTERLINE

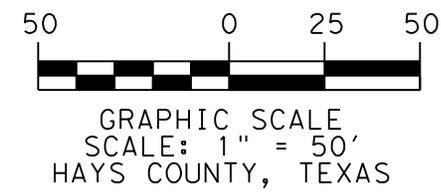
N88° 48' 40"E 1,935.09'

KOHLER'S CROSSING
(R.O.W. WIDTH VARIES)

51+00

52+00

53+00



FILE: \\saminc\AUS\PROJECTS\1023081053\100\Survey\03Exhibits\Parcel 7 - PID_102948\Parcel 7_Part1.dwg

EXISTING	10.00 AC.	ACQUIRE	0.0850 AC.	REMAINING	9.9150 AC. LEFT
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4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
THE BOARD OF TRUSTEES FOR THE
HAYS CONSOLIDATED INDEPENDENT
SCHOOL DISTRICT
PARCEL 7 PART 1 AND 2
0.0850 AC. (3,703 SQ. FT.)

PAGE 4 OF 7
REF. FIELD NOTE NO. 51251



LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S01°06'35"E	53.55'
L2	N70°22'35"E	31.62'
L3	N45°29'23"E	32.23'

HAYS COUNTY P. I. D. NO. 102948 AND 130340
 CALLED 10.00 AC.
 BOARD OF TRUSTEES FOR THE
 HAYS CONSOLIDATED INDEPENDENT
 SCHOOL DISTRICT
 VOL. 2029, PG. 661
 O. P. R. H. C. TX.

0.452 AC. PUBLIC
 UTILITY EASEMENT
 PLUM CREEK DEVELOPMENT
 PARTNERS, LTD.
 VOL. 3363 PG. 323
 O. P. R. H. C. TX.

10' WIDE ELECTRIC UTILITY
 EASEMENT
 PEDERNALES ELECTRIC
 COOPERATIVE
 VOL. 659, PG. 867
 P. P. R. H. C. TX.

JOHN COOPER SURVEY,
 ABSTRACT NO. 100

P. O. B.
 PART 2
 STA 56+13.45
 107.11' LT
 N=13,925,025.10
 E=2,324,778.24

55+90.00
 85.00' LT

55+60.00
 75.00' LT

7 PART 2

(0.0690 AC)

54+45.69
 53.78' LT

N78°17'43"E 116.26'
PROPOSED R.O.W.

THE CITY OF KYLE, TEXAS
 VOL. 3226, PG. 168
 O. P. R. H. C. TX.

S88°53'13"W 167.68'
 (S88°53'16"W 575.20')

(N01°06'48"W 329.01')

HAYS COUNTY P. I. D.
 201512
 TRACT 1
 CITY OF KYLE, TEXAS
 CALLED 1.5808 AC.
 DOCUMENT NO. 23033099
 O. P. R. H. C. TX.

P. O. C.
 PART 2
 1/2" W/ CAP
 "L&J"
 57+14.07
 532.60' LT

HAYS COUNTY P. I. D.
 NO. R201918
 CITY OF KYLE, TEXAS
 CALLED 0.9756 AC.
 DOC. NO. 23017316
 O. P. R. H. C. TX.

HAYS COUNTY P. I. D. NO. 185540
 CITY OF KYLE, TEXAS
 DOC. NO. 21062840
 O. P. R. H. C. TX.

LOT 1
 HEROES MEMORIAL PARK
 DOC. NO. 22012717
 P. R. H. C. TX.

EXISTING R.O.W.

57+13.45
 106.97' LT

S88°53'39"W 100.01'

1/2" W/ PCAP
 "4WARD BOUNDARY"

EXISTING R.O.W.

KOHLER'S CROSSING
 (R.O.W. WIDTH VARIES)

ENGINEER'S CENTERLINE

N88°48'40"E 1,935.09'

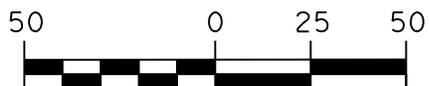
54+00

55+00

56+00

57+00

58+00



GRAPHIC SCALE
 SCALE: 1" = 50'
 HAYS COUNTY, TEXAS

FILE: \\saminc\AUS\PROJECTS\1023081053\100\Survey\03Exhibits\Parcel 7 - PID_102948\Parcel 7_Part2.dwg

EXISTING	ACQUIRE	REMAINING
10.00 AC.	0.0850 AC.	9.9150 AC. LEFT



4801 Southwest Parkway
 Building Two, Suite 100
 Austin, Texas 78735
 (512) 447-0575
 Fax: (512) 326-3029
 Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
 SHOWING PROPERTY OF
 THE BOARD OF TRUSTEES FOR THE
 HAYS CONSOLIDATED INDEPENDENT
 SCHOOL DISTRICT
 PARCEL 7 PART 1 AND 2
 0.0850 AC. (3,703 SQ. FT.)

TITLE COMMITMENT SCHEDULE "B" NOTES:

ONLY THOSE EASEMENTS LISTED IN TITLE COMMITMENT OF NO. T-184418; EFFECTIVE DATE: FEBRUARY 6, 2025 ISSUED: FEBRUARY 11, 2025 AND RELISTED BELOW WERE EVALUATED FOR THIS SURVEY. NO OTHER EASEMENT RECORD RESEARCH WAS PERFORMED BY SAM, LLC.

COMMITMENT FOR TITLE INSURANCE OF NO. T-184418, DATED FEBRUARY 6, 2025 BY FIRST AMERICAN TITLE GUARANTY COMPANY WAS REVIEWED FOR THIS SURVEY.

THE SURVEYOR DID NOT PERFORM ANY ADDITIONAL RESEARCH FOR EASEMENTS OR RESTRICTIONS AFFECTING THIS TRACT. SCHEDULE "B" LISTED EASEMENTS AND RESTRICTIONS ARE NOTED BELOW:

(1.) THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS. (WE MUST INSERT MATTERS OR DELETE THIS EXCEPTION.)

(10-1.) 1. EASEMENTS AND EASEMENT RIGHTS AS SET OUT IN VOLUME 2029, PAGE 625, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS. (AFFECTS TRACT, BLANKET IN NATURE)

(10-2.) EASEMENTS AND EASEMENT RIGHTS AS SET OUT IN VOLUME 3363, PAGE 323, AS AMENDED IN DOCUMENT NO. 23029904, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS. (CERTAIN EASEMENTS AFFECT TRACT AS SHOWN)

(10-3.) AN ELECTRIC UTILITY EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN VOLUME 659, PAGE 867 OF THE REAL PROPERTY RECORDS OF HAYS COUNTY, TEXAS. (AFFECTS TRACT AS SHOWN)

(10-4.) A UTILITY EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN DOCUMENT NO. 9918596 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS. (MAY AFFECT PROPERTY. DESCRIPTION COULD NOT BE PLOTTED ON SURVEY)

(10-5.) ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERAL INTEREST THAT ARE NOT LISTED. (NOT A SURVEY MATTER)

(10-6.) ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF THE GEOTHERMAL ENERGY AND ASSOCIATED RESOURCES BELOW THE SURFACE OF THE LAND, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF THE GEOTHERMAL ENERGY AND ASSOCIATED RESOURCES BELOW THE SURFACE OF THE LAND THAT ARE NOT LISTED. (NOT A SURVEY MATTER)

(10-7.) ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN FACILITIES USE AGREEMENT OF RECORD IN VOLUME 2029, PAGE 646, AS AMENDED IN VOLUME 2363, PAGE 261 AND DOCUMENT NO. 21062336, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS. (DOES NOT AFFECT TRACT)

(10-8.) ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN AGREEMENT REGARDING DEVELOPMENT OF RECORD IN VOLUME 3363, PAGE 323, AS AMENDED IN DOCUMENT NO. 23029904, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS. (CERTAIN EASEMENTS AFFECT TRACT AS SHOWN)

(10-9.) ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DRAINAGE AND DETENTION EASEMENT AGREEMENT OF RECORD IN DOCUMENT NO. 21062403 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS. (DOES NOT AFFECT TRACT)

(10-10.) ALL TERMS AND CONDITIONS CONCERNING THE EXISTENCE OF AN ON-SITE SEWAGE FACILITY (OSSF) AS DESCRIBED IN THAT AFFIDAVIT OF RECORD IN VOLUME 2126, PAGE 373 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AS REFERENCED IN THAT AFFIDAVIT OF COMPLETION RECORDED IN DOCUMENT NO. 19007595, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS. (DOES NOT AFFECT TRACT)

(10-11.) RIGHTS OF TENANTS, AS TENANTS ONLY, UNDER ANY AND ALL UNRECORDED LEASES OR RENTAL AGREEMENTS. (NOTE: THIS ITEM CAN BE DELETED UPON RECEIPT OF AN AFFIDAVIT EXECUTED BY THE SELLER EVIDENCING THERE ARE NOT ANY OUTSTANDING LEASES OR RENTAL AGREEMENTS. IF THE AFFIDAVIT REVEALS UNRECORDED OUTSTANDING LEASES OR RENTAL AGREEMENTS THE EXCEPTION MAY BE MODIFIED TO MAKE SPECIFIC EXCEPTION TO THOSE MATTERS.) (NOT A SURVEY MATTER)

(10-12.) RIGHTS OF PARTIES IN POSSESSION (OWNERS POLICY ONLY) (NOT A SURVEY MATTER)

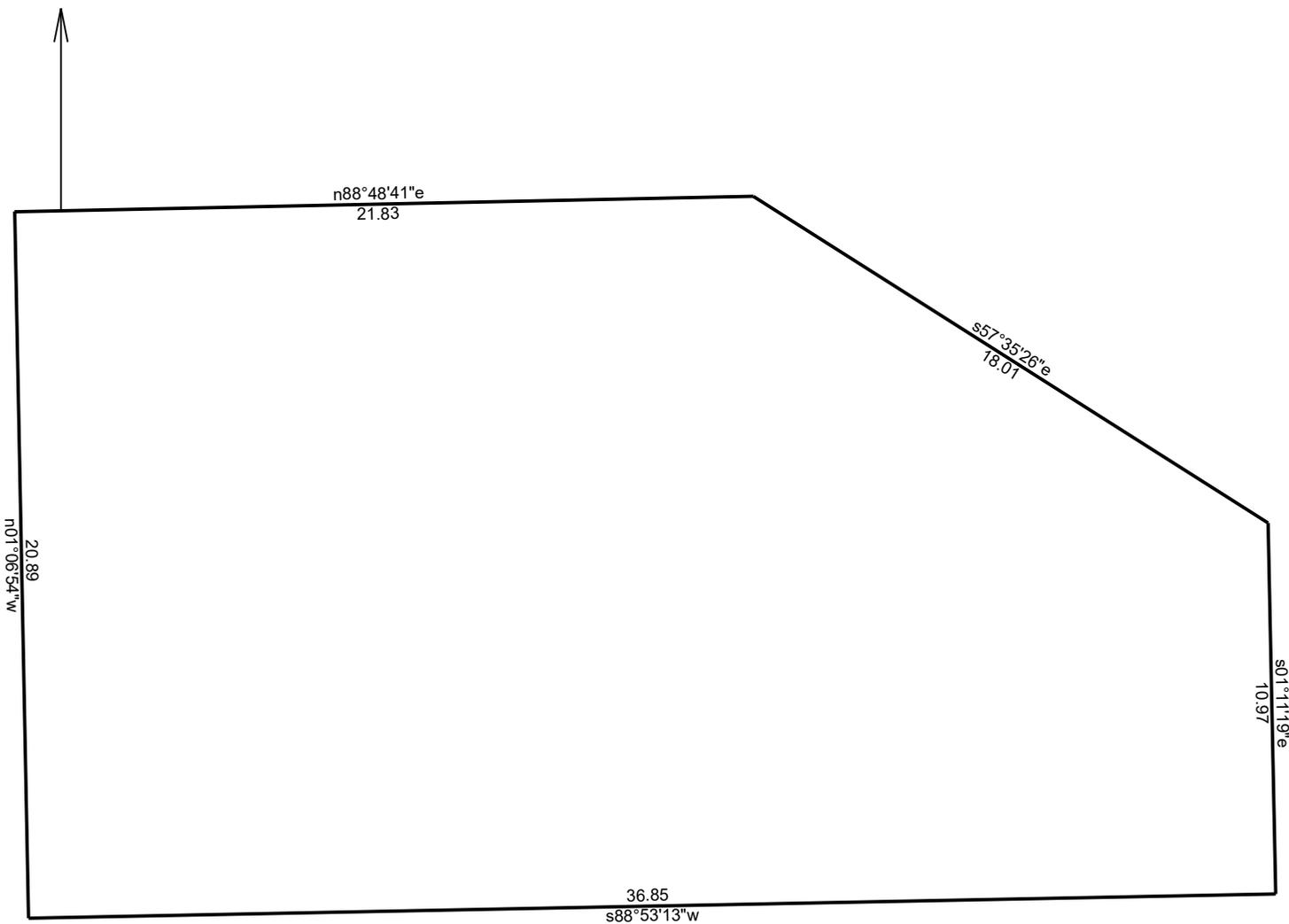
(10-13.) ASSESSMENT OF ROLLBACK OR SUPPLEMENTAL TAXES AGAINST THE LAND, AND ALL INTEREST AND PENALTIES WHICH MAY ACCRUE. (NOT A SURVEY MATTER)

(10-14.) ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE, INCLUDING BUT NOT LIMITED TO FENCES NOT FOLLOWING THE PROPERTY BOUNDARIES, THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE SUBJECT PROPERTY. (OWNER'S POLICY ONLY) (SUBJECT TO, IF APPLICABLE) (NOT A SURVEY MATTER)

PAGE 6 OF 7
REF. FIELD NOTE NO. 51251

FILE: \\saminc\AUS\PROJECTS\1023081053\100\Survey\03Exhibits\Parcel 7 - PID_102948\Parcel 7_Part2.dwg

EXISTING	10.00 AC.	ACQUIRE	0.0850 AC.	REMAINING	9.9150 AC. LEFT
			4801 Southwest Parkway Building Two, Suite 100 Austin, Texas 78735 (512) 447-0575 Fax: (512) 326-3029 Texas Firm Registration No. 10064300		RIGHT-OF-WAY SKETCH SHOWING PROPERTY OF THE BOARD OF TRUSTEES FOR THE HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT PARCEL 7 PART 1 AND 2 0.0850 AC. (3,703 SQ. FT.)



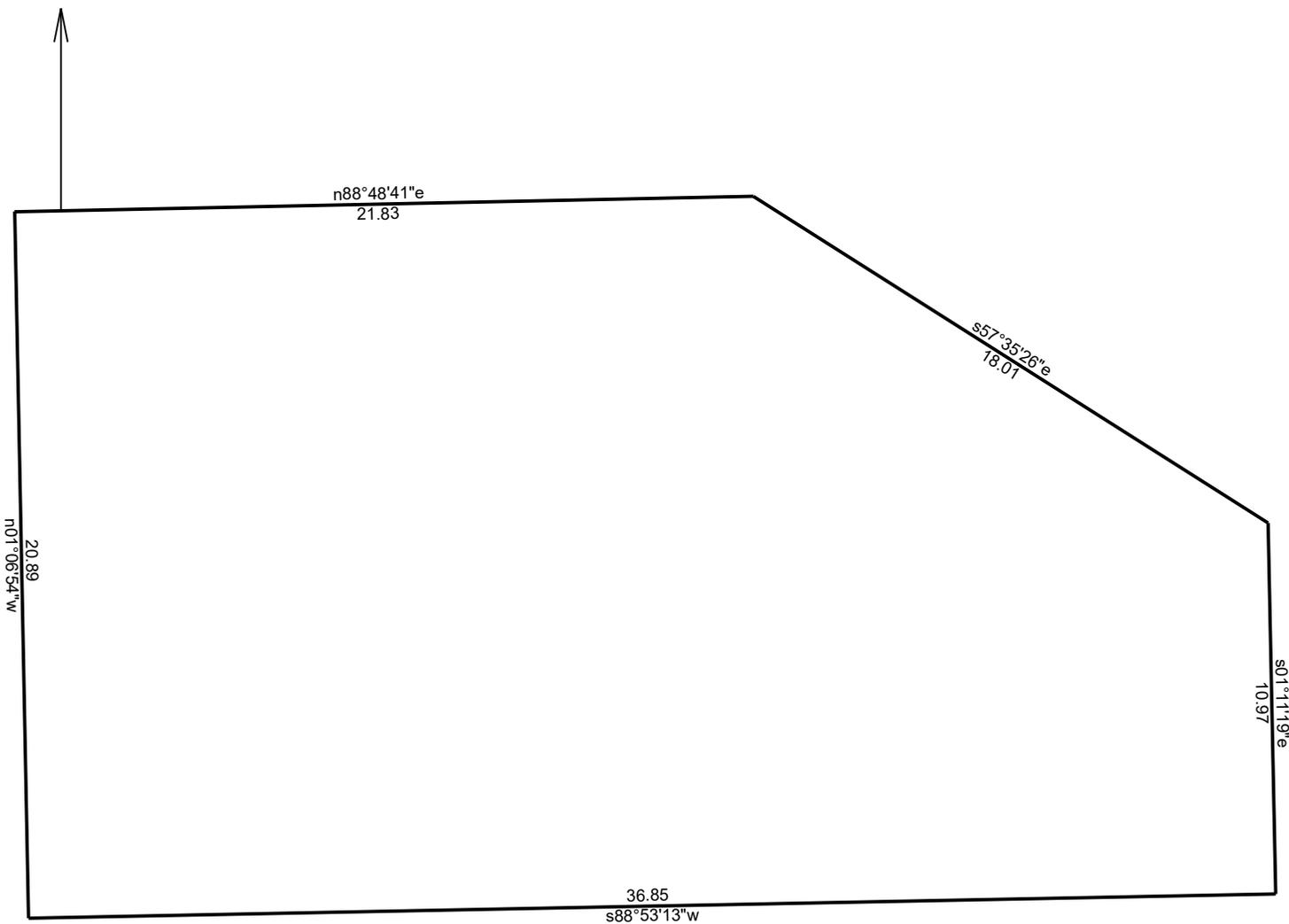
4/9/2025

Scale: 1 inch= 5 feet

File: Parcel 7 Part 1_Description.ndp

Tract 1: 0.0160 Acres (696 Sq. Feet), Closure: s71.4028w 0.01 ft. (1/12773), Perimeter=109 ft.

- 01 n88.4841e 21.83
- 02 s57.3526e 18.01
- 03 s01.1119e 10.97
- 04 s88.5313w 36.85
- 05 n01.0654w 20.89



4/7/2025

Scale: 1 inch= 5 feet

File: Parcel 7 Part 1_Plat.ndp

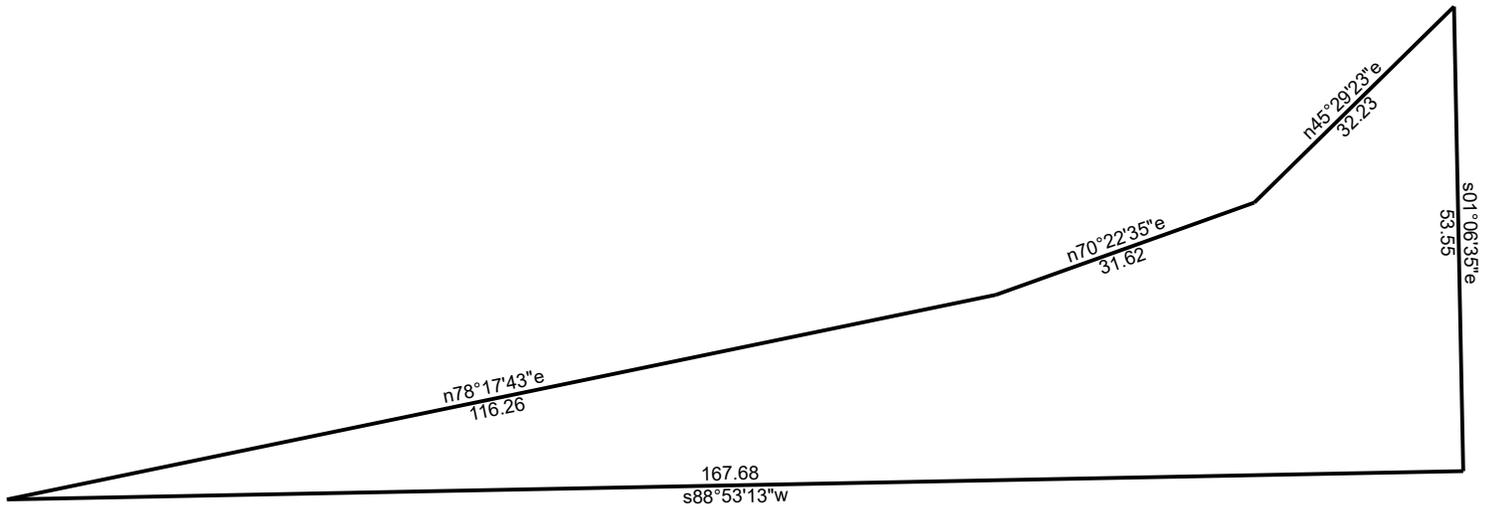
Tract 1: 0.0160 Acres (696 Sq. Feet), Closure: s71.4028w 0.01 ft. (1/12773), Perimeter=109 ft.

- 01 n88.4841e 21.83
- 02 s57.3526e 18.01
- 03 s01.1119e 10.97
- 04 s88.5313w 36.85
- 05 n01.0654w 20.89

1 Map Check Report
 2
 3 Project: Default
 4 Alignment: Parcel 7 Part 1
 5 Description:

Type	Point Name\ Direction	Length	Northing\ Latitude	Easting\ Departure
POT (	POT)		13924984.38	2324363.73
	N88°48'41"E	21.83	0.45	21.82
PI (	PI)		13924984.83	2324385.55
	S57°35'26"E	18.01	-9.65	15.20
PI (	PI)		13924975.18	2324400.75
	S01°11'19"E	10.97	-10.97	0.23
PI (	PI)		13924964.21	2324400.98
	S88°53'13"W	36.85	-0.72	-36.85
PI (	PI)		13924963.49	2324364.13
	N01°06'54"W	20.89	20.89	-0.41
POT (	POT)		13924984.38	2324363.73

22 Northing Error: 0.00 ft
 23 Easting Error: 0.00 ft
 24 Closing Direction: N00°00'00"W
 25 Closing Distance: 0.00 ft
 26 Closed Area: 695.8120 sq ft (0.0160 ac)
 27 Perimeter: 108.56 ft
 28 Precision: NaN : 1



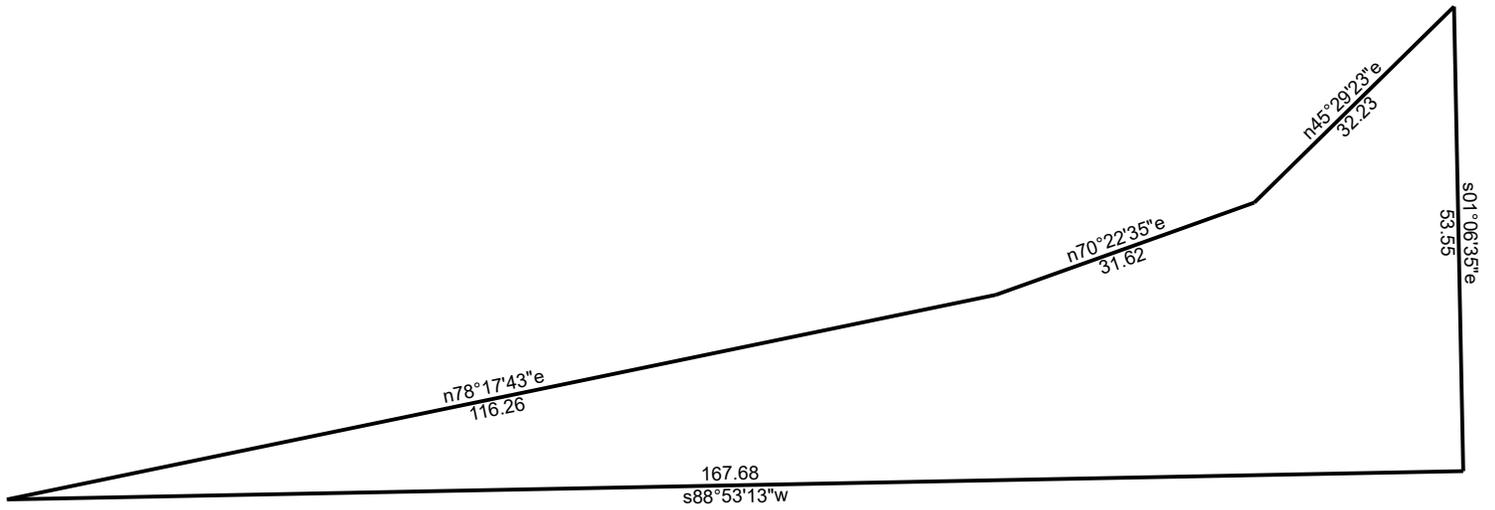
4/14/2025

Scale: 1 inch= 22 feet

File: Parcel 7 Part 2_Description.ndp

Tract 1: 0.0690 Acres (3007 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/173960), Perimeter=401 ft.

- 01 s01.0635e 53.55
- 02 s88.5313w 167.68
- 03 n78.1743e 116.26
- 04 n70.2235e 31.62
- 05 n45.2923e 32.23



4/14/2025

Scale: 1 inch= 22 feet

File: Parcel 7 Part 2_Plat.ndp

Tract 1: 0.0690 Acres (3007 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/173960), Perimeter=401 ft.

- 01 s01.0635e 53.55
- 02 s88.5313w 167.68
- 03 n78.1743e 116.26
- 04 n70.2235e 31.62
- 05 n45.2923e 32.23

1 Map Check Report
 2
 3 Project: Default
 4 Alignment: Parcel 7 Part 2
 5 Description:
 6

7	Type	Point Name\ Direction	Length	Northing\ Latitude	Easting\ Departure
10	POT (	POT)		13925025.10	2324778.24
11		S01°06'35"E	53.55	-53.54	1.04
12	PI (	PI)		13924971.56	2324779.28
13		S88°53'13"W	167.68	-3.26	-167.64
14	PI (	PI)		13924968.30	2324611.64
15		N78°17'43"E	116.26	23.58	113.84
16	PI (	PI)		13924991.89	2324725.48
17		N70°22'35"E	31.62	10.62	29.79
18	PI (	PI)		13925002.51	2324755.26
19		N45°29'23"E	32.23	22.59	22.98
20	POT (	POT)		13925025.10	2324778.24

21
 22 Northing Error: -0.00 ft
 23 Easting Error: 0.00 ft
 24 Closing Direction: N07°07'30"W
 25 Closing Distance: 0.00 ft
 26 Closed Area: 3006.9058 sq ft (0.0690 ac)
 27 Perimeter: 401.33 ft
 28 Precision: 130332908322 : 1
 29
 30

**HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES**

Date: May 19, 2025

Agenda Item: O.12

Board Goal: Community Relations

Subject: Consideration and possible approval of School District Land Development Standards Agreement with the City of Buda

Administrator Responsible/Position: Max Cleaver, Chief Operations Officer
Nathan Wensowitch, Exec Dir of Facilities Construction & Bond Projects

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 authorities having jurisdiction to adhere to development standards.

D. Summary:

Previous board action relating to this item: In June 2024, the Board approved an interlocal agreement for school District Land Development Standards with the City of Austin. That agreement serves as the base document for the agreement with the City of Buda.

Future action anticipated: N/A

Background information: Hays CISD Staff met with City of Buda representatives to explore the advantages of entering into an interlocal agreement to streamline our development process. The purpose of the interlocal development agreement is to reduce red tape and make the development process less time consuming for both parties. Staff is working on the agreement now and has provided a draft for your review. If favorably considered, the Superintendent or designee will coordinate all parties to close the transaction as soon as possible.

E. Comments Received:

Cabinet DLT FBOC Teacher Org. Reps. Other:

F. Administrative Recommendation: Administration recommends acceptance of a school district Land Development Standards Agreement

Advantages and benefits of this proposal: N/A

Expected results in terms of student benefit/achievement: N/A

Effect of this action on other parts of the system: N/A

Consequences of not approving this recommendation: N/A

G. Fiscal Impact and Cost: Minimal legal review costs

Budget Bond Grant/Special Funds: Other

Budget Amendment Needed

Prior Year Spending: N/A

Reasons for rejecting alternatives: N/A

Future/Ongoing: N/A

H. Monitoring and Reporting Time Line:

Person responsible for evaluating this decision or action: Max Cleaver, Nathan Wensowitch

Evaluation method and time line: N/A

Next report to the board: N/A

I. Suggested Motion:

I move that the Hays CISD Board of Trustees approve a School District Land Development Standards Agreement with the City of Buda, and authorize the Board President and/or Superintendent to negotiate and execute documents necessary and/or convenient to complete the transaction, as presented.

SCHOOL DISTRICT LAND DEVELOPMENT STANDARDS INTERLOCAL AGREEMENT

This School District Land Development Standards Interlocal Agreement (the "Agreement") is entered into by the City of Buda ("City") and Hays Consolidated Independent School District ("School District"). Where required, the provisions of this Agreement shall also be considered ordinances issued by the City in compliance with its general powers and under the Texas Local Government Code ("LGC").

WHEREAS, the City recognizes that the School District owns its Educational Facility where it prepares students with the knowledge and skills to thrive in college, career, and life for decades to come, and that ownership and longevity of use of this Facility are major influential factors in agreeing to the terms contained within this Agreement;

WHEREAS, the City and the School District are both political subdivisions of the State of Texas such that certain limits apply to municipal regulation of school district construction of Educational Facility;

WHEREAS, Section 212.902 of the Texas Local Government Code provides that a municipality and a school district may enter into an agreement to establish review fees, review periods, land development standards ordinances and to provide alternative water pollution control methodologies for school buildings;

WHEREAS, the City and the School District both desire that children living within their mutual jurisdictions should be educated in a high quality Educational Facility;

WHEREAS, the City and the School District acknowledge and agree that a uniform set of land development standards applicable to the School District Educational Facility both (i) allows for the School District to more effectively construct its Educational Facility in a timely manner at a lower cost of taxpayer dollars, and (ii) provides superior protections for the health, safety, and welfare of City residents.

NOW, THEREFORE, be it resolved that the City and the School District, pursuant to the laws of the state, hereto agree as follows:

ARTICLE I: ORDINANCE COMPLIANCE AND MODIFICATION

1.1 City Ordinances and Rules. The terms of this Agreement and any exhibits attached hereto shall supersede any conflicting requirements of the City's code of ordinances and adopted rules ("City Code"). Otherwise, City Code shall apply to School District development.

Notwithstanding any provision of this Agreement to the contrary, if State or Federal law or regulations require that City ordinances or rules be modified or updated to implement State or Federal law or regulations, the School District shall comply with the modified or updated City ordinances or rules.

1.2 Applicable Only to the Educational Facility. The modification of the ordinance provisions set forth in this Agreement apply only to Educational Facilities, including performing arts buildings, athletics facilities, and other accessory uses as defined in Section 2.1 (Definitions) and Section 4.12 (Accessory Uses), herein, that are used for School District Purposes. This Agreement does not waive any fee or modify any ordinance of the City for an administration or services facilities not deemed an Educational Facility proposed for construction by the School District.

1.3 Fire Safety and Building Codes. Nothing in this Agreement shall be construed to limit the availability of, or waive fees imposed by fire, safety, health, or building code ordinances of the City prior to or during construction of the Educational Facility.

ARTICLE II: DEFINITIONS

2.1 Definitions. Each term shall have the meaning assigned to it in the City Code. In addition, each of the following terms shall have the meaning assigned to it in this Article:

City Liaison: A designee of the City Development Services Department at the assistant director level who is specifically assigned to be the liaison between the School District and the City. The primary role of the City Liaison is that of facilitator of communications between the School District and the City, including as specifically described in this Agreement.

Educational Facility: Any building, structure, or site used for educational purposes including preschool, primary and secondary schools, activity facilities, temporary classrooms, and accessory uses owned, constructed, or operated by the School District.

Effective Date: The date that this Agreement has been executed by both parties.

Major Renovation: Additions and/or renovations that alter more than 20% of the existing building original floor area.

Minor Renovation: Additions and/or renovations that alter less than 20% of the existing building original floor area.

Major Revision: In this Agreement, the term "major revision" is synonymous with the term "site plan revision" as commonly used in the City's Development Services Department procedures for site plan penning.

Minor Revision: In this Agreement, the term "minor revision" is synonymous with the term "site plan correction" as commonly used in the City's Development Services Department procedures for site plan permitting.

Planning Jurisdiction: In this Agreement, the term "Planning Jurisdiction" means either the full-purpose or limited-purpose jurisdiction of the City.

School District Liaison: A designee of the School District who is specifically assigned to be the liaison between the City and the School District. The primary role of the School District Liaison is that of the counterpart of the City Liaison .

School District Purposes: The use and development of a property by the School District for the fulfillment of any constitutional or statutory purpose of a School District, including the construction of buildings and facilities for uses essential to or commonly associated with teaching, research, the preservation of knowledge, and all auxiliary enterprises, building, facilities, and uses, but for purposes of this Agreement only, not administration, transportation, or operations and vehicle maintenance facilities.

Temporary Classroom Building: A movable or modular building used for School District purposes constructed on a chassis and designed to be towed over public roads, designed for year-round occupancy, designed for use without a permanent foundation (but which may sit on a permanent foundation), and designed to be connected to one or more utilities. A temporary classroom may consist of one or more sections that can be telescoped when transported and expanded later for additional capacity, or if two or more sections, separately transportable but designed to be joined into one integral unit (otherwise known as "mega-portables" or "modular classrooms"). Temporary Classroom Buildings are classified as Temporary Buildings as defined under 2.06.05, 2.06.06 A.23, and 2.10.07 D.3.

ARTICLE III: PLANNING COORDINATION

3.1 Planning Coordination. At the request of the School District or the City, the parties shall collaborate on specific planning efforts to the benefit of both parties. Examples of such planning efforts may include but are not limited to on-street parking, stormwater management, zoning and use of properties owned by the School District.

ARTICLE IV: ZONING

4.1 Applicability . This Article applies to a Site located within the City's Planning Jurisdiction

4.2 Site Development Regulations. Section 2.07 Zoning Dimensional Regulations shall not apply to an Educational Facility Site developed pursuant to this Agreement. Instead, development standards are established by this Agreement.

4.3 Floor-to-Area Ratio. There shall be no floor-to-area ratio limitation on Educational Facility sites.

4.4 Facility site. Minimum Lot Size . There shall be no minimum lot size requirement on Educational Facility sites.

4.5 Minimum Lot Width. There shall be no minimum lot width requirement on Educational Facility sites.

4.6 Minimum Setbacks. School buildings on Educational Facility sites shall be set back a minimum of ten feet from a lot line. There shall be no minimum setback for other structures.

4.7 Building Coverage. There shall be no building coverage limitation on Educational Facility sites.

4.8 Impervious Cover . All impervious cover restrictions shall be based on the requirements found in Section 10 .1 (Impervious Cover Limits) of this Agreement.

4.10 Traffic Impact Analysis. There shall be no requirement for a Traffic Impact Analysis (" TIA") or Neighborhood Traffic Analysis (" NTA") as part of any zoning or rezoning of the School District Educational Facility site.

4.10.1 In the event that a TIA or NTA is under review for an area that includes a property being developed by the School District pursuant to this Agreement, the TIA and/or NTA shall not be required to be completed as a requirement, condition, or prerequisite to approval of a Site or Development Application .

4 .11 Height Regulations.

4.11.1 The maximum height of buildings or other structures constructed on Educational Facility sites shall be 100' irrespective of the zoning or use of neighboring properties.

4.12 Accessory Uses.

4.12.1 An accessory use is a use that is incidental to and customarily associated with a principal use, unless otherwise provided, is located on the same site as the principal use and may include parking for the principal use .

4.12.2 The following uses shall be considered accessory uses for the Educational Facilities:

4.12.2.1 Refreshment stands and convenience food or beverage sales that serve a public assembly use;

4.12.2.2 Cafeterias, dining halls, and similar food services that are primarily for the convenience of students, employees, or visitors;

4.12.2.3 Parking facilities, including but not limited to structured and surface parking facilities;

4.12.2.4 Medical clinics and/or mental health services that are primarily for, but not limited to, the convenience of students, employees, parents, or visitors;

4.12.2.5 Gardens that are primarily for, but not limited to, the convenience of students, employees, parents, or visitors;

4.12.2.6 Sports and recreational facilities, if those facilities are used primarily for educational activities, and which are located on or are a part of the Educational Facility campus; and

4.12.2.7 Any other use so long as the accessory uses combined comprise no more than 25% of the square footage of the building(s) existing on the Educational Facility campus and such use is incidental to and customarily associated with the principal use.

Exemption from 2.09.11 Nonresidential Design

Exemption from 2.09.02 B.3 Screening of Mechanical Equipment

Exemption from 2.09.12 B Nonconforming Lighting

Provide clarification of 1.09.12 D.6 Recreational Use Lighting (to include band practice area)

Exemption from IECC C405.11 - Automatic Receptacle Control

Exemption from IBC 1207 - Enhanced Classroom Acoustics

If/When City adopts 2024 ICC, exemption from 2024 IECC Non-Mandatory Appendices listed below that may be optionally mandated by the AHJ:

- Appendix CB - Solar-Ready Zone - Commercial
- Appendix CC - Zero Energy Commercial Building Provisions
- Appendix CD - The 2030 Glide Path

- Appendix CE - Required HVAC Total System Performance Ration (TSPR)
- Appendix CF - Energy Credits
- Appendix CG - Electric Vehicle Charging Infrastructure
- Appendix CH - Electric-Ready Commercial Building Provisions
- Appendix CI - Demand Responsive Controls
- Appendix CJ - Electrical Energy Storage System

4.13 Zoning Review Fees. The School District shall not pay to the City any fees for the review of applications for zoning or rezoning approval for an Educational Facility building site.

4.14 City Review and Comment of Zoning Application .

4.14.1 Zoning Review Prioritization

4.14.1.1 The City shall prioritize and expedite School District zoning applications.

4.15 Dedicated Review Staff.

4.15 .1 Upon the submission of a zoning application , the City shall assign to the School District a dedicated zoning review staff person who is familiar with Educational Facilities.

ARTICLE V: PLATTING

The School District shall not be required to comply with the City's, LDC Chapter 25-4 (Subdivision) notwithstanding the timing of the School District's acquisition, development, or redevelopment of property consistent with this Agreement

ARTICLE VI: SITE DEVELOPMENT PERMIT

6.1 Site Development Plan Not Required for Certain Developments and Improvements (Site Plan Exemption)

6.2 6 .

6.1 . 1.1 A site development plan is not required for development on an Educational Facility site that disturbs 10,000 square feet of land or less.

6 . 1.1.2 A site development plan is not required for the addition, removal, or relocation of a Temporary Classroom Building (portable buildings) without a permanent foundation on an Educational Facility site.

6.1.1.5 Any other minor site activities similar to those listed above as determined by the Director of Development Services.

6.1.2 The City shall designate dedicated review staff members familiar with the requirements of this Agreement within each discipline responsible for review of site plan exemptions.

Modify 2.10.07 B.2.a.ii to be 50 spaces instead of 20.

6.2 Minor Revisions to Approved Site Development Plan.

6.2.1 Minor revisions - administratively known as "site plan corrections" - may be submitted for any previously approved site plan unless expired by noncompletion of construction, withdrawn, voided by approval of a new site plan on the same site, or otherwise voided, including after completion of construction and issuance of Certificate(s) of Occupancy.

6.2.2 The School District shall transmit to the City liaison copies of proposed minor revisions to an approved site development plan.

6.2.3 Not later than the fifth working day after the School District's submittal of a minor revision application, the City shall approve the request, if, subject to modifications required by the City, the minor revision is consistent with this Agreement and applicable City Code. If after the fifth working day the City has not approved the request, the School District and City liaison shall meet to resolve the remaining issues preventing such final approval. Unless otherwise agreed to by the liaisons, the above-described meeting shall occur within 2 working days of the 5th working day after the School District's submittal of the minor revision application.

6.2.4 Minor field revisions involving temporary erosion controls may be approved by the City field inspectors.

6.2.5 The City shall designate dedicated review staff member familiar with the requirements of this Agreement within each discipline responsible for review of minor revisions.

6.2.6 Minor revisions are intended for alterations to an approved site development plan which are beyond the scope of a site plan exemption (detailed in Section 6.1 above) but less intensive than the scope of a major revision (detailed in Section 6.4 below). Alterations allowed to be processed through the use of a minor revision include those which generally:

6.2.6.1 Do not generate more than 25% additional site traffic above the overall approved site development plan, or significantly affect traffic or pedestrian patterns in an adverse manner;

6.2.6.2 Do not increase impervious cover by more than 10,000 square feet;
and

6.2.6.3 Do not affect water quality or drainage patterns.

6.3 Major Revisions to Approved Site Development Plan .

6.3.1 Major revisions - administratively known as "revisions" - may be submitted for any previously approved site plan unless expired by non-completion of construction, withdrawn, voided by approval of a new site plan on the same site, or otherwise voided, even after completion of construction and issuance of Certificate(s) of Occupancy.

6.3.2 Major revisions are intended for improvements which are beyond the scope of a site plan exemption (detailed in Section 6.1 above) and minor revision (detailed in Section 6.2 above).

6.3.3 Major revisions shall be given the same dedicated review times, review staff, and priority as site development permit applications under the provisions of Section 6.14 of this Agreement.

6.3.4 Buildings may be added to a site development permit through the use of a major revision and shall not require a new site development permit application .

6.3.5 Additions to limits of construction and overall site area, whether through extension of limits of construction within the existing site or through the addition of new land/property not originally included in the initial site development permit, shall be allowed so long as the additional site area is contiguous with the existing site.

6.4 Temporary Classroom Buildings.

6.4.1 Temporary Classroom Buildings which are added to an existing Educational Facility campus are exempt from the provisions of the site development regulations contained in the UDC. Temporary Classroom Buildings which are added to an existing Educational Facility campus shall not be counted as impervious cover.

6.4.2 Notwithstanding the provisions of Section 1.1 of this Agreement , all Temporary Classroom Buildings located within the City's Planning Jurisdiction shall comply with building, fire, electric, energy, mechanical, plumbing, and other technical codes and criteria of the City in effect at the manufacture date of the Temporary Classroom Building and be approved by the Texas Department of Licensing and Regulation (" TDLR "). The relocation of a Temporary Classroom Building within the same campus or onto a different campus does not constitute a new manufacture date. Notwithstanding the above, if State or Federal law or regulations require that City ordinances or rules be modified or updated to implement State or Federal law or regulations, the School District shall comply with the modified or updated City ordinances or rules to the extent that such State or Federal law or regulations are satisfied .

6.4.3 The School District shall obtain any and all applicable permits for the movement of Temporary Classroom Buildings .

6.4.4 The City may inspect Temporary Classroom Buildings for compliance with applicable regulations .

6.4.5 No permit fees related to Temporary Classroom Buildings shall be charged by the City to the School District except for those pennits which involve the provision of services by the City, such as inspections.

6.6 Landscape Standards.

6.6.1. Landscaping shall accordingly be provided for the new Educational Facility according to City Code, except where modified by this Section.

6.6.1.1 No parking lot medians, islands, or peninsulas are required so long as parking lot perimeters include 1 tree per every 30', except where adjacent to a building or other structure .

6.6.1.2 The Educational Facility site need not comply with buffering or screening requirements to the extent such requirements interfere with school safety protocols and best practices as dete1mined by the School District.

6.6.2 The School District shall complete the required landscaping of the Educational Facility site within eighteen months of the issuance of a certificate of occupancy for the Educational Facility. If the School District does not complete the required landscaping within eighteen months, the School District shall provide written notice of such failure to the City liaison within 30 calendar days of such occun-ence.

6. 7 Traffic Impact Analysis. This Section applies to a Site located within the City's Planning Jurisdiction.

6.7.1 No Traffic Impact Analyses nor Neighborhood Traffic Analyses (NTA) shall be required for an Educational Facility site plan.

6.7.2 The School District need not pay a street impact fee (SIF) for an Educational Facility project.

6.8 Parking Requirements .

6.8.1 There shall be no minimum on-site parking requirements applicable to Educational Facilities.

6.8.2 Bicycle parking shall be provided as the School District deems appropriate.

6.9 Driveways. Up to four (4) driveways are permitted for a School District Educational Facility site. Additional driveways are permitted if such driveway(s) are included on an approved Traffic Circulation Analysis and Access Management Plan.

6.10 Sidewalks.

6.10.1 For developments with existing public sidewalks, as they exist as of the Effective Date of this Agreement, and in compliance with the requirements of the Americans with Disabilities Act, such sidewalks shall not be required to be reconstructed, except to address segments of such sidewalks evaluated by a Texas Registered Accessibility Specialist and deemed to be non-compliant with ADA requirements .

6.10.2 For sidewalks or property boundaries with missing segments or segments that are non-compliant with development standards, only new facilities shall require non-compliant segments to be constructed or reconstructed . Renovations, additions, and other capital improvement projects shall not require non-compliant or missing segments to be constructed or reconstructed.

6.10.3 The School District may request to pay a fee in-lieu of constructing required sidewalk improvements. .

6.11 Interim Condition Compliance. In instances where development, redevelopment, construction, reconstruction, demolition, and/or phasing of such work may create interim compliance with any development regulation of the City and/or of this Agreement, the City will work with the School District to provide temporary alternative methods of compliance if the non-compliance will ultimately be resolved when the project is complete, according to the proposed final condition on the site development plans. Interim conditions shall not exceed twenty-four months and can be extended at the Director's discretion.

6.12 Alternative Design.

6.12.1 The School District may request an alternative design ("Alternative Design") when strict compliance is not feasible. The Director may approve an Alternative Design to satisfy any requirement of the City Code and/or of this Agreement if the design meets the following standards:

6.12.1.1 The proposed Alternative Design is in general conformity with the intent of the regulation in question; and

6.12.1.2 The proposed Alternative Design will have no significant adverse impact on the health, safety, or general welfare of surrounding property owners or the general public, or such impacts will be substantially mitigated.

6.14 City Review and Comment of Site Development Plan.

6.14.1 Review Scope.

6.14.1.1 Review of site development permit application materials for the Educational Facility site with existing development which will be maintained and or modified shall be limited to those elements being newly developed or modified.

6.14.1.2 Existing development shall be treated as existing, conforming, and compliant development and shall not be required to be modified for purposes of compliance with regulations otherwise applicable to the site if such existing developed elements are not proposed to be modified.

6.14.1.3 Where existing development is proposed to be modified, only those specific elements proposed to be modified shall be reviewed for and be required to come into compliance with applicable regulations.

6.14.2 Review Schedule .

6.14 . 2.1 The City Liaison shall notify the School District Liaison by telephone or email within 5 working days of site development plan submittal if the submitted site development plan and reports do not meet the minimum submittal requirements of this Agreement and applicable City Code. If the site development plan is insufficient for review, then the City Liaison shall provide written explanation of the application's deficiencies. After the submittal of a sufficient and complete application, the City shall have 15 working days to review a site development plan, each subsequent phase of an approved phased site development plan, and accompanying reports, if any, and respond with complete comments from all reviewing City departments to the School District Liaison regarding the site development plan's compliance with this Agreement. Should complete comments not be returned within said 15 working days, then the City Liaison shall give a written response to the School District with a copy to the City Manager. Said response shall contain a detailed explanation of the reasons for the delay and an accurate timetable for when complete comments regarding the Site Development Plan will be issued.

6.14.2 .2 After submittal of a sufficient and complete application, the City shall have 10 working days to review a small project site development plan and respond to the School District Liaison per written comments by all relevant City departments regarding compliance with this Agreement and applicable City Code.

6.14.2 . 3 The City shall have 10 working days to review submitted updates to a site development plan.

6.14.2.4 The School District shall give the City Liaison at least 2 working days prior notice of the School District's intent to submit a site development plan for initial review or a site development plan update based on prior City review.

6.14.2.5 The School District shall include with all update submittals a summary sheet listing each comment issued by the City and a brief description of how the comment was addressed.

6.14.2.6 If, after the City has issued comments to the second update to the site development plan the City has not approved the site development plan, the School District and City Liaison shall meet to resolve the remaining issues preventing site development plan approval. Unless otherwise agreed on by the liaisons, the above-described meeting shall occur within 10 working days of the City issuing comments to the second site development plan update.

6.14.3 Final Approval. The site development plan shall be approved if the site development plan complies with this Agreement and all applicable City Code.

6.14.4 Effect of Approved Site Development Plan.

6.14.4.1 If required, a building permit shall be issued by the City to the School District when the building construction plans are approved as complying with the applicable building code and the approved site development plans.

6.14.4.2 The School District may begin site construction and utility construction in accordance with the site development plan after: The approval of the site development plan; A preconstruction conference; and Installation of required environmental controls.

6.14.4.3 If applicable, water meter, reclaimed water meter, and wastewater tap(s) from the City may be purchased after approval of the Site Development Plan. All applicable inspections and testing must be completed prior to issuance of a certificate of occupancy.

6.15 Review and Impact Fees. The School District shall not pay to the City any fees for the review of site development permit applications for an Educational Facility site, or any impact fees related to the construction at an Educational Facility site. Notwithstanding the foregoing, the School District shall pay for inspection fees.

6.16 Fiscal Surety.

6.16.1 No fiscal surety, cash escrow, letter of credit, bond, or any other form of financial guarantee, associated with development by the School District pursuant to the Agreement, shall be required prior to or during construction or as a condition of any acceptance, approval, or issuance of any permit or certificate by the City, including but not limited to fiscal surety for: Erosion and sedimentation controls, off-site tree

mitigation, parkland dedication or improvements, work in a public right-of-way and temporary use of right- water, reclaimed water, and wastewater improvements or subdivision infrastructure improvements.

16.2 By execution of this Agreement, the School District agrees that the performance otherwise secured by a financial guarantee under the City Code, will be made at School District cost.

ARTICLE VII: BUILDING PERMIT

7.1 This Article applies within the City's Planning Jurisdiction.

Can the City waive the building permit review fees similar to the waived fees for zoning and site plan reviews?

Can the building permit be valid for 18 months? (this would provide flexibility in coordinating bond election timelines with construction and permitting timelines.)

7.2 Building Construction Plan Review and Building Permit Issuance.

7.2.1 For an addition to an existing School District Educational Facility building, building code review shall be limited to the addition, where the addition connects to the existing building, and the accessible route(s) to the addition.

7.2.2 After the City Building Official has received information, all applicable City building permit review fees, and adequate evidence of the future availability of water and wastewater service, the City shall have 15 working days to review a building permit application, and issue to the School District either a Building Permit or a complete written list of changes needed to bring the building construction plans into compliance with the Building Code and this Agreement.

7.2.3 After making the changes necessary to bring the building construction plans into compliance with the Building Code and this Agreement, as noted in the written list of changes provided by the City, the School District may resubmit the building construction plans to the City .

7.2.4 The City shall have 10 working days to review the submitted building construction plans and issue to the School District either a building permit or a second written list of changes needed to bring the building construction plans into compliance with the Building Code and this Agreement. The 10 working days review period by the City shall apply to each additional resubmittal of the building ~~construction~~ construction plans .

7.2.5 If the City fails to provide written comments to the School District within the required 10 working days, or if more than two resubmittals have been required without a permit being issued, then the City and School District liaison shall meet or communicate as quickly as reasonably possible to resolve outstanding issues. The City and School District may mutually agree to extend any of the required 10 working day review periods.

7.3 City Review and Comment of Building Permits.

7.3.1 Review Schedule.

7.3.1.1 The City liaison shall notify the School District Liaison by telephone or email within 5 working days of receiving a building permit submittal ("Building Permit Application") if the building permit application does not meet the minimum submittal requirements of this Agreement and applicable City Code. If the Building Permit Application is insufficient for review, then the City Liaison shall provide written explanation of the application's deficiencies. After the submittal of a sufficient and complete Building Permit Application, the City shall have 15 working days to review the Building Permit Application and accompanying reports, if any, and respond with complete comments from all reviewing City departments to the School District liaison regarding the Building Permit Application's compliance with this Agreement. Should complete comments not be returned within said 15 working days, then the City Liaison shall give a written response to the School District with a copy to the City Manager. Said response shall contain a detailed explanation of the reasons for the delay and an accurate timetable for when complete comments regarding the Building Permit Application will be issued.

7.3.1.2 The City shall have 10 working days to review submitted updates to a Building Permit Application.

7.3.1.3 The School District shall give the City liaison at least 2 working days prior notice of the School District's intent to submit a Building Permit Application for initial review or update based on prior City review.

7.3.1.4 The School District shall include with all update submittals a summary sheet listing each comment issued by the City and a brief description of how the comment was addressed.

7.3.1.5 If, after the City has issued comments to the second update to the Building Permit Application and the City has not approved said permit, the School District Liaison and City Liaison shall meet to resolve the remaining issues preventing such approval. Unless otherwise agreed on by the Liaisons, the described meeting shall occur within 10 working days of the City issuing comments to the second Building Permit Application update.

7.3.2 Building permits for an Educational Facility shall have priority review by the City.

7.4 Inspections. Building inspections shall be performed within 2 days of the School District having notified the inspector and the inspection being scheduled . The School District will arrange for the layout inspection to be performed by a Registered Professional land Surveyor and the foundation inspection will be performed~~performed~~ by a Registered Professional Engineer.

ARTICLE IX: CONSTRUCTION

The City shall provide site plan construction inspections within 5 business days of such request being made by the School District to the City Liaison.

ARTICLE X: ENVIRONMENTAL

10.1 Impervious Cover Limits.

10.1.1 Impervious cover limits for Educational Facility development covered by this Agreement are established by this section.

Maximum allowable impervious cover percentages shall be equal to the maximum allowable within the overlaying zoning district and section 4.05.04 A.2 shall not apply.

10.1.2 Impervious cover calculated for the School District~~District~~ Educational Facility shall not consider natural trails or natural surface tracks as impervious cover.

Put 10.3 back - it is a good thing for the district to have artificial turf not counted as impervious cover.

ARTICLE XI: LEGAL DOCUMENTS

11.1 Standard Legal Documents. The School District and the City shall collaborate on the development of standard license, easement, encroachment, unified development , Integrated Pest Management , and other legal documents applicable to activities undertaken under this Agreement. Once the School District and the City have negotiated such agreements, they shall be used for all projects undertaken under this Agreement , without the need for additional legal review by either party.

11.2 Waiver of Verification of Legal Entity. The City shall waive the requirement for documentation proving the legal entity status for the School District in all such documents.

11.3 Timing of Final Approval for Legal Documents. Any of the legal documents referenced in Section 11.1 and necessary for the granting of a Site Development Permit or a Building

Permit from the City shall be required to be finalized only prior to the issuance of a Certificate of Occupancy for activities undertaken under this Agreement and shall not delay or otherwise impact the acquisition of said Site Development Permit and/or Building Permit.

ARTICLE XII: SIGNS

12.1 Applicability. This Article governs signs at the Educational Facilities site.

12.2 Changeable Electronic Variable Message Signs. Provided that the sign is included in an educational facility's site development permit submission, the School District is not required to submit a separate permit for changeable electronic variable message signs (monument signs), and such monument signs shall not be required to comply with size, placement, display, and illumination requirements noted in Sections 4.02.06 and 4.02.08 of the development code.

12.3 Freestanding Signs.

12.3.1 One freestanding sign shall be permitted along each street frontage at a School District Educational Facility that:

ARTICLE XIV: TERM

All provisions of this Agreement shall be in full force and effect for the term of 25 years from the Effective Date unless terminated sooner pursuant to this section. At any time after 7 years from the Effective Date, written notice of cancellation ("Notice of Cancellation") may be delivered by either party to the other party. This Agreement will terminate 60 calendar days after the date of the delivery of the Notice of Cancellation. A Notice of Cancellation must be authorized by majority vote of the School Board or City Council, as appropriate. In the event that a Notice of Cancellation is delivered by one party to the other, during the intervening 60 calendar day period before the Agreement terminates, the parties may, by majority vote of both the School Board and City Council, agree to extend the life of, or modify, this Agreement. The fact that negotiations are ongoing shall not affect the validity of the Notice of Cancellation or the termination date.

ARTICLE XV: MISCELLANEOUS PROVISIONS

15.1 Liaisons and Dispute Resolution. The City liaison will establish and maintain communication with the School District Liaison and will review and, if possible, resolve all issues and disputes relating to the Agreement. The City Liaison must have the authority to coordinate meetings and mediate resolutions, as needed, between all development-review-related City Departments and the School District. The School District Liaison will establish and maintain communication with the City liaison and will review and, if possible, resolve all issues and disputes relating to this Agreement. If the Parties cannot agree to a resolution, the Superintendent of the School District and the City Manager will

make a good faith effort to come to a mutually agreeable solution that reflects the intent of this Agreement. Prior to taking any legal action, the parties shall mediate any dispute using the services of a mutually agreed upon independent mediator. The parties shall equally split the expenses of the 20

mediator and the facility for the mediation. Each party shall otherwise pay its own expenses. If no agreement can be reached according to the procedures in this Agreement or as a product of mediation, the non-defaulting party shall have all remedies available at law and in equity. 15.2 Modification Procedure. Any amendment of this Agreement shall only be effective and binding if the amendment is in writing and signed by both parties, except otherwise described in this section. Notwithstanding any provision of this Agreement, the School District may take advantage of recorded subdivision plat notes, recorded restrictive covenants required by a regulatory agency, or any change to the laws, rules, regulations, or ordinances of a regulatory agency, or any change to the laws, rules, regulations, or ordinances that enhance or protect the School District, including changes that lengthen the effective life of the permit after the date the application for the permit was made, without forfeiting any rights under this Agreement. If the Superintendent of the School District or the City Manager requests an amendment to this Agreement, the counterparty will make a good faith effort to come to mutually agreeable terms that reflect the basis of the amendment request. 15.3 Entire Agreement. This Agreement contains the complete and entire agreement between the parties respecting the matters addressed herein, and supersedes all prior negotiations, agreement, representations, and understandings, if any, between the parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations, and understandings, if any, between the parties respecting such matters. No oral statement or prior written material not specifically incorporated in this Agreement shall be of any force or effect. The parties agree that in entering into this Agreement, they have relied solely upon the representations and agreements contained in this Agreement and no others. Any consent, waiver, approval, or authorization under this Agreement shall be effective if signed by the party granting or making such consent, waiver, approval, or authorization. 15.4 Interpretation. The singular form of any word used in this Agreement includes the plural, and vice versa, unless the context requires otherwise. The use of a word of any gender in this Agreement includes all genders unless the context requires otherwise. This Agreement and all of the terms and provisions hereof shall be construed to effectuate the purposes contemplated hereby and to sustain the validity hereof. 15.5 Invalid Provisions. If any clause, sentence, provision, paragraph, section, or article of this Agreement is held by a court or competent jurisdiction to be invalid, illegal, or ineffective, that invalidity, illegality, or ineffectiveness shall not impair, invalidate, or nullify the remainder of this Agreement; and its effect shall be confined to the clause, sentence, provision, paragraph, section, or article held to be invalid, illegal, or ineffective. 15.6 Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer any benefits, rights, or remedies under or by reason of this Agreement upon any person other than the parties to the Agreement and their respective successor governmental entities. No assignment of this Agreement or of any right, duty, or obligation

of performance under this Agreement, in whole or in part, shall be effective unless such assignment is approved in writing by both the School District and the City. 21

15.7 No Joint Venture. Partnership, Agency, Etc. This Agreement shall not be construed as in any way establishing partnership or joint venture , express or implied agency , or employee relationship between the patties hereto. 15.8 Other Instruments. The patties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and cany out this Agreement. 15 . 9 No Waiver. No consent or waiver , express or implied, by a patty to or of any default of any covenant or provision of this Agreement by the other patty shall be construed as a consent to a waiver of any other default of the same or any other covenant or provision of this Agreement. 15 .10 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. 15 .11 Headings. The headings used in this Agreement are used for reference and shall not be used to interpret or limit the meaning of any provision of this Agreement. 15.12 Patties Bound. This Agreement shall be binding upon and insure to the benefit of the patties hereto and their respective administrators, legal representatives, and successor government entities. 15.13 Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument. 15.14 Successor Entities. Any reference to any governmental entity, governmental department or governmental official or employee shall include any succeeding governmental entity, governmental department , or governmental official or employee assuming the responsible or function described by this Agreement. 15 .15 Diversity, Equity, Inclusion. Any activities undertaken pursuant to this Agreement shall reflect and promote an inclusive, healthy, and welcoming environment for all School District students. 15 .16 Venue. Venue for any suit arising under this Agreement shall be in Hays County. 15.17 Amendment. No amendment of this Agreement shall be effective unless it is executed by the auth01ized representatives of the City and the School District.

IN WITNESS WHEREOF, we have hereunto set our hands as of the date appearing in the first paragraph of this Agreement.

CITY OF BUDA: By:

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT: By:

DRAFT

**HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES**

Date: May 12, 2025

Agenda Item: P.2

Board Goal: Safety & Security

Subject: Discussion of Districtwide Intruder Detection Audit Report Findings

Administrator Responsible/Position: Jeri Skrocki, Chief Safety and Security 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. Summary:**
 Previous board action relating to this item -
 Future action anticipated – As needed
 Background information – Discussion of the Districtwide Intruder Detection Audit Report Findings.
- D. Comments Received:**
 Cabinet DLT FBOC Teacher Org. Reps. Other
All agenda items are reviewed by Superintendent's Cabinet.
- E. Suggested Motion**
No action needed. This item is presented as information only.

**HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES**

Date: May 19, 2025

Agenda Item: P.3

Board Goal: Safety & Security

Subject: Update on District Safety & Security Initiatives

Administrator Responsible/Position: Jeri Skrocki, Chief Safety and Security 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. Summary:

Previous board action relating to this item -

Future action anticipated – As needed

Background information – Provide the Hays CISD Board of Trustees routine updates regarding an overview of general safety and security initiatives.

D. Comments Received:

Cabinet

DLT

FBOC

Teacher Org. Reps.

Other

All agenda items are reviewed by Superintendent's Cabinet.

E. Suggested Motion

No action needed. This item is presented as information only.

**HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES**

Date: May 19, 2025

Agenda Item: P.4

Board Goal: Community Relations

Subject: Update on District Bond, Construction, and Renovation Projects

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 – CV(LOCAL)

Law or Rule

N/A

C. Summary:

Previous board action relating to this item -

Future action anticipated – As needed

Background information - The board needs to monitor the progress of the bond projects and other construction projects to ensure the contract with the community is fulfilled.

D. Comments Received:

Cabinet

DLT

FBOC

Teacher Org. Reps.

Other

E. Suggested Motion

No action needed. This item is presented as information only.

2024-2025 Cooperative Reporting

Cooperative	Yearly cost	Rebate	Notes
BuyBoard	\$ -	\$ 29,142.22	
Choice Partners	\$ -	\$ 3,831.51	
Tips	\$ -	\$ 419.40	
Omnia Partners	\$ -	\$ 1,065.32	
Region 13	\$ -		
Allied States	\$ -		
1GPA	\$ -		
Region 16	\$ -		
E&I Cooperative	\$ -	\$ 83.00	
Equalias Group	\$ -		
GSA	\$ -		
Region 6	\$ -		
Sourcewell	\$ -		
PACE	\$ -		
TXSMART BUY	\$ 100.00		
DIR	\$ -		
Central Texas Purchasing Alliance	\$ 150.00		Purchasing will 'piggy back' 12 to 15 RFP's from other school districts in a fiscal year.
Total	\$ 250.00	\$ 34,541.45	

**HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES**

Date: May 19, 2025

Agenda Item: P.6

Board Goal: Finance

Subject: Review and Discussion of the 2025-2026 Budget Calendar

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: CE Law or Rule N/A

C. Goal or Need Addressed:

Budget planning shall be an integral part of overall program planning so that the budget effectively reflects the district's programs and activities and provides the resources to implement them. In the budget planning process, general educational goals, specific program goals, and alternatives for achieving program goals shall be considered, as well as input from the district and campus-level planning and decision-making committees. Budget planning and evaluation are continuous processes and shall be a part of each month's activities.

D. Summary:

Previous board action relating to this item –

Background information – As part of the overall budget process, the budget calendar is a living document informing the board and the public of the significant tasks, duties, and important dates related to planning and preparing for the 2025-2026 budget to be adopted by the board in June 2025. As part of the budget process, monthly status reports will be given to the board during the regular monthly board meetings.

E. Comments Received:

Cabinet DLT FBOC Teacher Org. Reps. Other – Budget workshop(s)

F. Administrative Recommendation:

No recommendation – this is an informational item

G. Fiscal Impact and Cost: Amount: N/A

Budget Bond Grant/Special Funds Other

H. Suggested Motion:

There is no board action necessary – the budget calendar is presented as an information item.

Hays CISD FY 2025-2026 Budget Calendar

DRAFT

Month/ Year	Description	Month/ Year	Description
December-24	<ul style="list-style-type: none"> Receive/ Review Demographer projections. Add - PASA board presentation 12/??/24 	May-25	<ul style="list-style-type: none"> Distribution of Teacher, Nurse, Librarian, and counselor Contracts Receive preliminary calculations on Federal (grant) entitlements- IDEA & ESSA. Finalize staffing discussions. Finalize payroll budget template. Truth in Taxation Notice calculation 5th LORAs sent out. 8th Distribute 10 day notice requirement for non-renewal/ term notices- AFTER BOARD ELECTION. 30th T-Tess Evaluations due. <ul style="list-style-type: none"> Communicate Benefits Open Enrollment Information.
January-25	<ul style="list-style-type: none"> Begin preliminary student calculations. Receive/ Review State Comptroller property value study. Update State Value Template/ Assumptions for the new budget year. Update Local Values based on trend analysis Update State Funding Template. <p>TBD ERP (Frontline) training on "non-payroll" budget worksheets part 1</p> <ul style="list-style-type: none"> Run the 3rd six weeks Report Prepare preliminary staffing-compensation, stipends, contract recommendations & work calendar review. 	June-25	<ul style="list-style-type: none"> Draft Budget/Compensation Plan to Superintendent and Cabinet. 4th Board Budget Workshop 6th Truth in Taxation Notice due to paper. 12th Publication of District's Truth in Taxation Notice. Comp plan adoption before budget. Administrator Contract Renewals to Board. 24th Public Hearing on Budget & Proposed Tax Rate. 24th Board Adoption of the 2025-2026 General Fund, Debt Service Fund, and Child Nutrition Budgets by Function.
February-25	<ul style="list-style-type: none"> Update Frontline budget module, update campus budget template. <p>6th Present budget planning estimates to Dr Wright.</p> <p>7th Present preliminary planning estimates to Budget subcommittee</p> <ul style="list-style-type: none"> Hold Harmless reminders to staff. Update Payroll Budget Template. <p>10th C&I & HR staffing collaboration- Special Programs, growth, Ramage, and Early Release.</p> <p>10th ERP (Frontline) training on "non-payroll" budget worksheets part 2</p> <p>TBD ERP (Frontline) training on "payroll" budget</p> <p>14th Send TNLC contract recommendations to Principals for review.</p> <p>28th Distribute campus/department budget allocations.</p> <p>28th Adminstrator contract recommendations due to HR.</p>	July-25	<p>1st Post budget in system</p> <p>25th Receive certified values for Hays, Travis, and Caldwell appraisal districts.</p>
March-25	<ul style="list-style-type: none"> Continue payroll budget template. Meet with campus/departments to assist with budget input. <p>7th Staffing/ Compensation requests due from Chiefs.</p> <p>25th Administrator contract non-renewal or term presented to the board.</p> <p>25th Present staffing/ compensation requests to Cabinet.</p> <p>26th TNLC contract recommendations due from campus/departments.</p> <ul style="list-style-type: none"> DAO's to work with campuses to sign off on campus budget 	August-25	<ul style="list-style-type: none"> Revise the Truth in Taxation notice via the state template. Update TEA's tax rate calculation module. <p>26th Board Action - acceptance of cetified values; approve ordinance for setting tax rate.</p> <ul style="list-style-type: none"> Adopt the tax rate
April-25	<ul style="list-style-type: none"> Continue payroll budget template. Meet with campus/departments to assist with budget input. <p>18th All campus/department budget worksheets due to finance.</p> <p>21st Complete preliminary staffing/compensation recommendations.</p> <p>22nd Finalize 25/26 Comp Plan recommendations for Dr Wright and Board review.</p> <p>22nd TNLC contract non-renewal or term presented to the Board.</p> <ul style="list-style-type: none"> Receive preliminary calculations on Federal (grant) entitlements- Carl Perkins/ CTE. ----- "planning entitlements"? <p>30th Receive Certified Estimates from Hays, Travis, and Caldwell Appraisal Districts.</p> <ul style="list-style-type: none"> Revise preliminary taxable values and local revenue projections. 		

**HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES**

Date: May 19, 2025

Agenda Item: P.7

Board Goal: Finance

Subject: Financial Statements

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 N/A

C. Summary:

Previous board action relating to this item - Monthly
 Background information – A separate summary is attached with the financials.

D. Comments Received:

Cabinet DLT FBOC Teacher Org. Reps. Other

E. Administrative Recommendation:

There is no board action necessary. The monthly financial statements are presented as an information item.

F. Fiscal Impact and Cost: Amount: N/A – Information only

Budget Bond Grant/Special Funds Other

G. Suggested Motion:

No action needed. This item is presented as information only.

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 19, 2025

Monthly Financial Highlights

- The monthly Financial Reports represent financial data through March 31, 2025.
- The cash and investment balances of all funds at month end equals \$367,852,357.54. The Capital Projects Fund makes up the largest portion of the total with \$236,048,128.56 or approximately 64.17%.
- Through the end of the month (9/12 or 75.00% of the budget year):
 - The General Fund has collected \$194,090,005.19 (83.34% of its budgeted revenue) and has spent \$184,462,752.56 (76.89% of its budgeted expenditures). The *estimated* ending fund balance through the month of March 2025 is \$41,087,532.53.
 - The Child Nutrition fund has collected \$10,188,029.23 (84.21% of its budgeted revenue) and has spent \$8,329,252.64 (68.85% of its budgeted expenditures).
 - The Debt Service fund collected \$95,950,587.89 (104.67% of its budgeted revenue) and spent \$70,075,602.72 (76.45% of its budgeted expenditures). Debt service payments are made two times a year, February 15th and August 15th.
 - The Capital Project funds have total expenditures of \$120,152,059.88 for the current fiscal year through the month of March 2025 and have collected \$11,641,893.47 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 is \$9,304,905.64 and total expenditures are \$9,304,905.64.
- Current Tax collections for the month of March 2025 totaled \$2,719,906.47 representing 1.28% of the levy collected during the month. Approximately 97.07% of the total levy has been collected through the end of March 2025. In comparison, 97.30% of the total levy was collected through the end of March 2024.

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



March 31, 2025

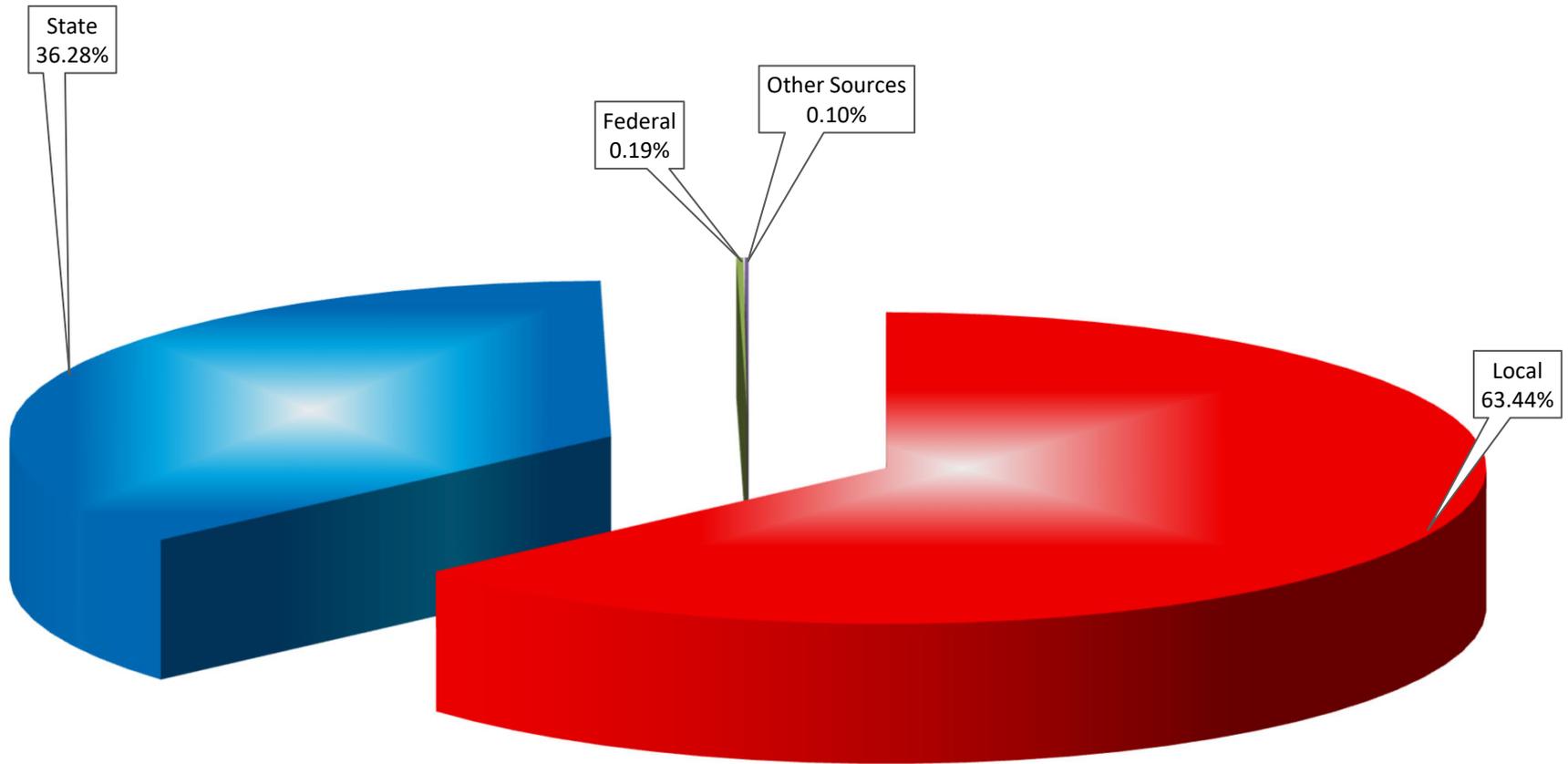
Hays Consolidated Independent School District
Combined Balance Sheet
for the Month Ending March 31, 2025
(Un-Audited)

	<u>General</u> <u>Fund</u>	<u>Child Nutrition</u> <u>Fund</u>	<u>Debt Service</u> <u>Fund</u>	<u>Capital</u> <u>Projects Funds</u>	<u>Special Revenue</u> <u>Funds</u>	<u>Total</u>
Assets:						
Cash and Cash Equivalents	\$ 8,843,840.41	\$ 320,291.54	\$ -	\$ -	\$ (3,116,272.25)	\$ 6,047,859.70
Current Investments	58,686,199.36	2,186,635.24	64,883,534.68	236,048,128.56	-	361,804,497.84
Total Cash and Investments	\$ 67,530,039.77	\$ 2,506,926.78	\$ 64,883,534.68	\$ 236,048,128.56	\$ (3,116,272.25)	\$ 367,852,357.54
Property Taxes - Delinquent	5,014,233.42	-	3,114,155.49	-	-	8,128,388.91
Allowance for Uncollectible Taxes	(1,025,175.39)	-	(544,003.87)	-	-	(1,569,179.26)
Due from State Agencies	2,014,450.85	-	-	-	3,977,535.25	5,991,986.10
Due from other Governments	341,970.07	-	45,168.97	-	783,673.30	1,170,812.34
Due from Other Funds	182,354.46	7,111,877.92	-	6,984.02	19,667.95	7,320,884.35
Other Receivables	83,286.59	70.00	-	-	10,948.93	94,305.52
Total Receivables	\$ 6,611,120.00	\$ 7,111,947.92	\$ 2,615,320.59	\$ 6,984.02	\$ 4,791,825.43	\$ 21,137,197.96
Inventories	-	-	-	-	-	-
Prepaid Items	4,782,323.88	500.00	-	-	-	4,782,823.88
Other Current Assets	\$ 4,782,323.88	\$ 500.00	\$ -	\$ -	\$ -	\$ 4,782,823.88
Total Current Assets	\$ 78,923,483.65	\$ 9,619,374.70	\$ 67,498,855.27	\$ 236,055,112.58	\$ 1,675,553.18	\$ 393,772,379.38
Liabilities and Fund Balance:						
Current Liabilities						
Accounts Payable	\$ 203,627.46	\$ 28,321.96	\$ -	\$ 2,779,292.74	\$ 45,426.39	\$ 3,056,668.55
Other Liabilities	-	-	-	-	-	-
Payroll Deductions and Withholdings	2,214,400.00	-	-	-	-	2,214,400.00
Accrued Wages Payable	18,711,739.11	495,737.53	-	-	-	19,207,476.64
Due to Other Funds	11,949,204.09	-	-	8,714.02	17,743.96	11,975,662.07
Due to State Agencies	-	-	-	-	-	-
Due to other Governments	69,331.00	-	-	-	-	69,331.00
Due to Student Groups	48,606.09	-	-	-	-	48,606.09
Deferred Revenues	649,985.34	236,069.32	-	-	1,612,382.83	2,498,437.49
Deferred Inflows	3,989,058.03	-	2,570,151.62	-	-	6,559,209.65
Total Liabilities	\$ 37,835,951.12	\$ 760,128.81	\$ 2,570,151.62	\$ 2,788,006.76	\$ 1,675,553.18	\$ 45,629,791.49
Fund Balance/Equity						
Reserved/Designated Fund Balance	-	7,000,469.30	39,053,718.48	341,777,272.23	-	387,831,460.01
Current Year Revenues less						
Expenditures/Expenses	9,627,252.63	1,858,776.59	25,874,985.17	(108,510,166.41)	-	(71,149,152.02)
Reserved Fund Balance for Current Year						
Encumbrances (POs)	-	-	-	-	-	-
Unreserved Fund Balance/Fund Equity	\$ 31,460,279.90	-	-	-	-	31,460,279.90
Total Fund Balance/Equity	\$ 41,087,532.53	\$ 8,859,245.89	\$ 64,928,703.65	\$ 233,267,105.82	\$ -	\$ 348,142,587.89
Total Liabilities and Fund Equity	\$ 78,923,483.65	\$ 9,619,374.70	\$ 67,498,855.27	\$ 236,055,112.58	\$ 1,675,553.18	\$ 393,772,379.38

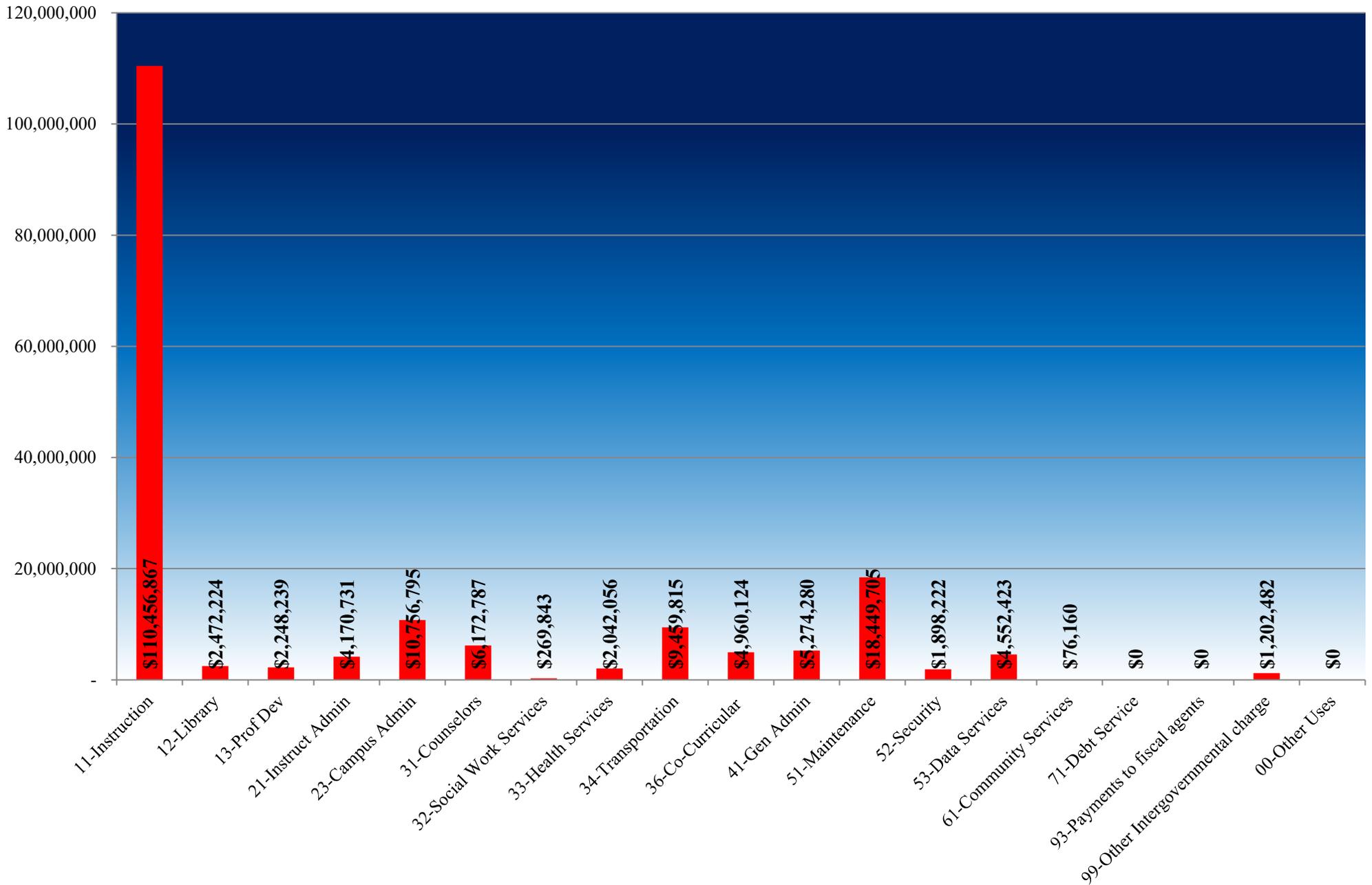
Hays Consolidated Independent School District
Statement of Revenues, Expenditures, and Changes in Fund Balance - General Fund
for the Month Ending March 31, 2025
(Un-Audited)

	<u>Original</u> <u>Budget</u>	<u>Official</u> <u>Budget</u>	<u>Current Year</u> <u>Actual Revenues/</u> <u>Expenditures</u>	<u>Unrealized/</u> <u>Unexpended</u> <u>Budget</u>	<u>Percentage</u> <u>Y-T-D</u>
Revenues:					
Local	\$ 129,549,983	\$ 129,956,093	\$ 123,121,710.58	(6,834,382.42)	94.74%
State	99,650,961	99,650,961	70,407,227.85	(29,243,733.15)	70.65%
Federal	3,050,000	3,075,500	366,597.59	(2,708,902.41)	11.92%
Other Sources	-	194,469	194,469.17	0.17	100.00%
Total Revenues	\$ 232,250,944	\$ 232,877,023	\$ 194,090,005.19	\$ (38,787,017.81)	83.34%
Expenditures and Other Uses:					
11-Instruction	141,941,084	141,985,675	110,456,867.03	31,528,807.97	77.79%
12-Library	3,219,761	3,219,770	2,472,223.53	747,546.47	76.78%
13-Prof Dev	4,494,233	4,513,335	2,248,238.93	2,265,096.07	49.81%
21-Instruct Admin	5,629,237	5,649,552	4,170,731.45	1,478,820.55	73.82%
23-Campus Admin	13,554,444	13,548,404	10,756,794.87	2,791,609.13	79.40%
31-Counselors	7,781,869	7,812,728	6,172,787.11	1,639,940.89	79.01%
32-Social Work Services	292,617	292,617	269,842.76	22,774.24	92.22%
33-Health Services	2,596,799	2,596,799	2,042,056.22	554,742.78	78.64%
34-Transportation	11,133,302	11,364,471	9,459,815.46	1,904,655.54	83.24%
36-Co-Curricular	6,366,704	6,392,581	4,960,123.73	1,432,457.27	77.59%
41-Gen Admin	6,269,173	6,568,388	5,274,279.63	1,294,108.37	80.30%
51-Maintenance	23,373,400	23,587,073	18,449,704.54	5,137,368.46	78.22%
52-Security	3,967,587	3,980,614	1,898,222.31	2,082,391.69	47.69%
53-Data Services	5,824,372	6,288,526	4,552,423.25	1,736,102.75	72.39%
61-Community Services	222,177	232,683	76,159.50	156,523.50	32.73%
71-Debt Service	-	-	-	-	NA
93-Payments to fiscal agents	375,000	375,000	-	375,000.00	0.00%
99-Other Intergovernmental charge	1,500,000	1,500,000	1,202,482.24	297,517.76	80.17%
00-Other Uses	-	-	-	-	NA
Total Expenditures and Other Uses	\$ 238,541,759	\$ 239,908,216	\$ 184,462,752.56	\$ 55,445,463.44	76.89%
Excess of Revenues and Other Resources Over (Under) Expenditures and Other Uses	\$ (6,290,815)	\$ (7,031,193)	\$ 9,627,252.63		
Fund Balance July 1, 2024 - (Audited)	\$ 31,460,279.90	\$ 31,460,279.90	\$ 31,460,279.90		
Fund Balance Ending - Monthly Reporting Period	\$ 25,169,464.90	\$ 24,429,086.90	\$ 41,087,532.53	\$ 16,658,445.63	

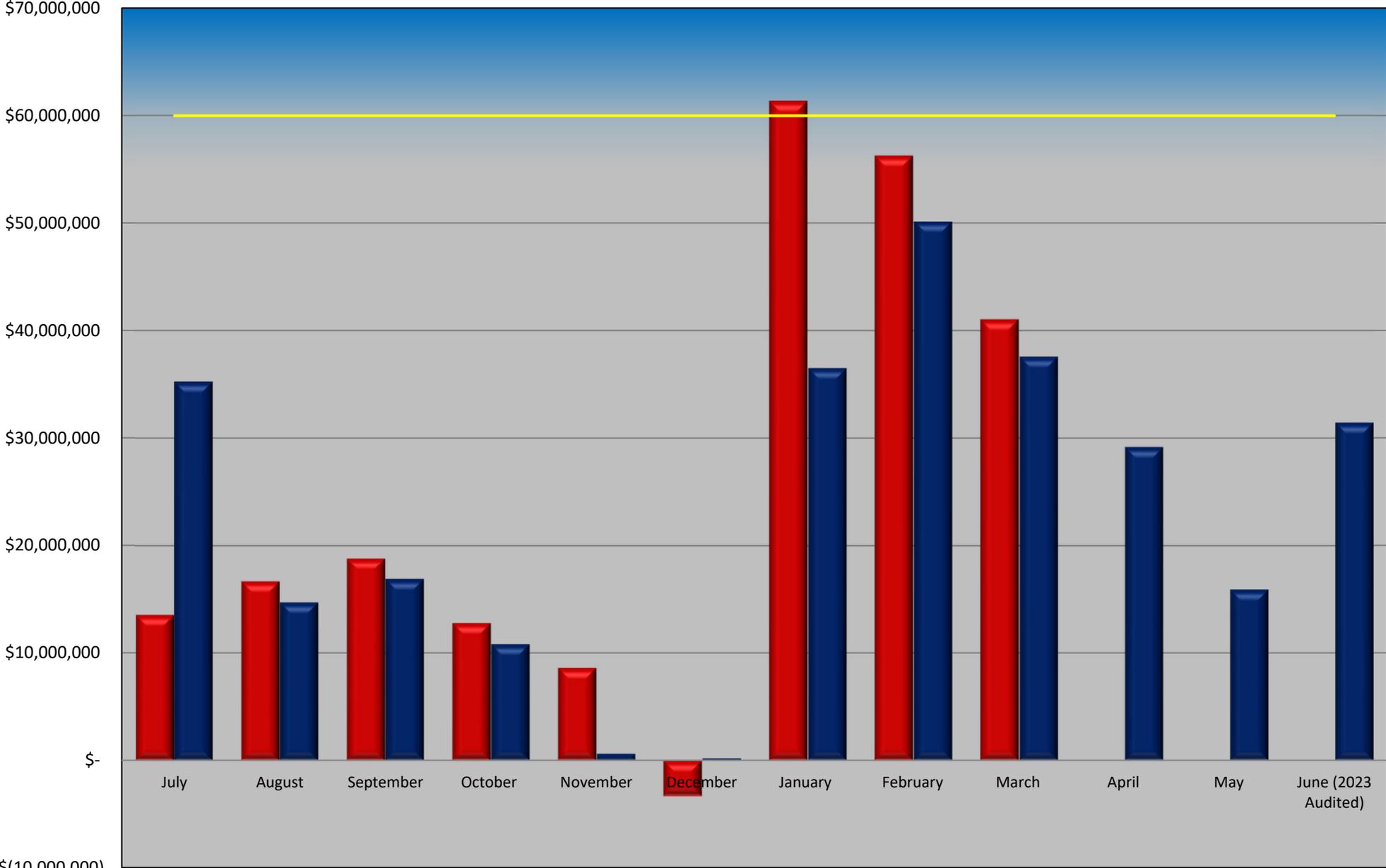
General Fund Revenues Collected to Date



General Fund Expenditures to Date



General Fund Balance by Reporting Month



FYE 2025 FYE 2024 258 25% of FYE 2024 Operating Budget

Hays Consolidated Independent School District
Statement of Revenues, Expenditures, and Changes in Fund Balance - Child Nutrition Fund
for the Month Ending March 31, 2025
(Un-Audited)

	<u>Original</u> <u>Budget</u>	<u>Official</u> <u>Budget</u>	<u>Current Year</u> <u>Actual Revenues/</u> <u>Expenditures</u>	<u>Unrealized/</u> <u>Unexpended</u> <u>Budget</u>	<u>Percentage</u> <u>Y-T-D</u>
<i>Revenues and Other Resources:</i>					
Local	\$ 3,896,614	\$ 3,896,614	\$ 3,246,208.83	\$ (650,405.17)	83.31%
State	54,662	54,662	95,186.04	40,524.04	174.14%
Federal	8,146,610	8,146,610	6,841,366.62	(1,305,243.38)	83.98%
Other sources	-	-	5,267.74	5,267.74	NA
Total Revenues and Other Resources	\$ 12,097,886	\$ 12,097,886	\$ 10,188,029.23	\$ (1,909,856.77)	84.21%
<i>Expenditures and Other Uses:</i>					
35-6100 Payroll	4,885,196	4,885,196	4,364,629.74	520,566.26	89.34%
35-6200 Professional and Contracted Services	4,937,234	4,937,234	3,528,885.07	1,408,348.93	71.47%
35-6341 Food Supplies	-	-	-	-	NA
35-6342 Non-Food Supplies	-	-	-	-	NA
35-6344 USDA Commodities	-	-	-	-	NA
35-6349 Miscellaneous Supplies	25,000	25,000	42,075.33	(17,075.33)	168.30%
35-6300 Supplies & Materials	731,456	731,456	246,576.76	484,879.24	33.71%
35-6400 Food Service Other Operating Expenses	19,000	19,000	25,606.08	(6,606.08)	134.77%
35-6600 Food Service Capital Expenses	1,500,000	1,500,000	121,479.66	1,378,520.34	8.10%
Total Expenditures	\$ 12,097,886	\$ 12,097,886	\$ 8,329,252.64	\$ 3,768,633.36	68.85%
Excess of Revenues and Other Resources Over (Under) Expenditures and Other Uses	\$ -	\$ -	\$ 1,858,776.59		
Fund Balance July 1, 2024 - (Audited)	7,000,469.30	7,000,469.30	7,000,469.30		
Fund Balance Ending - Monthly Reporting Period	\$ 7,000,469.30	\$ 7,000,469.30	\$ 8,859,245.89	\$ 1,858,776.59	

Hays Consolidated Independent School District
Statement of Revenues, Expenditures, and Changes in Fund Balance - Debt Service Fund
for the Month Ending March 31, 2025
(Un-Audited)

	<u>Original</u> <u>Budget</u>	<u>Official</u> <u>Budget</u>	<u>Current Year</u> <u>Actual Revenues/</u> <u>Expenditures</u>	<u>Unrealized/</u> <u>Unexpended</u> <u>Budget</u>	<u>Percentage</u> <u>Y-T-D</u>
<i>Revenues:</i>					
<i>Local Revenue</i>					
Taxes, Current Year Levy	\$ 90,915,372	\$ 90,915,372	86,902,690.41	\$ (4,012,681.59)	95.59%
Taxes, Prior Year	100,000	100,000	352,718.35	252,718.35	352.72%
Penalties, Interest and Other Tax Revenues	250,000	250,000	321,189.63	71,189.63	128.48%
Earnings from Investments	400,000	400,000	1,216,055.50	816,055.50	304.01%
Miscellaneous Revenue	-	-	-	-	NA
Local Revenue	\$ 91,665,372	\$ 91,665,372	\$ 88,792,653.89	\$ (2,872,718.11)	96.87%
<i>State Revenue</i>					
Additional State Aid for Homestead Exemption	-	-	7,157,934.00	7,157,934.00	NA
State Revenue	-	-	\$ 7,157,934.00	\$ 7,157,934.00	NA
<i>Other Sources</i>					
Operating Transfer In	-	-	-	-	NA
Other Sources	-	-	-	-	NA
Total Revenue	\$ 91,665,372.00	\$ 91,665,372.00	\$ 95,950,587.89	\$ 4,285,215.89	104.67%
<i>Expenditures:</i>					
71-6511 Bond Principal	\$ 54,215,379	\$ 54,215,379	29,665,000.00	\$ 24,550,379.00	54.72%
71-6521 Interest on Bonds	37,399,993	37,399,993	40,390,342.72	(2,990,349.72)	108.00%
71-6599 Other Debt Service Fees	50,000	50,000	20,260.00	29,740.00	40.52%
Total Expenditures	\$ 91,665,372	\$ 91,665,372	\$ 70,075,602.72	\$ 21,589,769.28	76.45%
Excess of Revenues Over (Under) Expenditures	\$ -	\$ -	\$ 25,874,985.17		
Fund Balance July 1, 2024 - (Audited)	\$ 39,053,718.48	\$ 39,053,718.48	\$ 39,053,718.48		
Fund Balance Ending - Monthly Reporting Period	\$ 39,053,718.48	\$ 39,053,718.48	\$ 64,928,703.65	\$ 25,874,985.17	

Hays Consolidated Independent School District
Statement of Revenues, Expenditures, and Changes in Fund Balance - Capital Project Funds
for the Month Ending March 31, 2025
(Un-Audited)

CAPITAL PROJECT FUNDS

	<u>2008</u>	<u>2017</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024 - 2025</u>
	<u>Capital Projects</u>	<u>Capital Projects</u>	<u>Capital Projects</u>	<u>Capital Projects</u>	<u>Capital Projects</u>	<u>Capital Projects</u>
	<u>Program</u>	<u>Program</u>	<u>Program</u>	<u>Program</u>	<u>Program</u>	<u>Total Revenues/ Expenses</u>
<i>Revenues and Other Resources:</i>						
Local	\$ 8,037.83	\$ 318,083.33	\$ 962,417.14	\$ 1,040,163.13	\$ 9,313,192.04	\$ 11,641,893.47
State	-	-	-	-	-	\$ -
Other sources	-	-	-	-	-	-
Total Revenues and Other Resources	\$ 8,037.83	\$ 318,083.33	\$ 962,417.14	\$ 1,040,163.13	\$ 9,313,192.04	\$ 11,641,893.47
<i>Expenditures and Other Uses:</i>						
6100 Payroll	-	-	151,016.12	-	168,030.96	319,047.08
6200 Professional and Contracted Services	-	-	24,590.02	112,988.58	102,273.82	239,852.42
6300 Supplies and Materials	22,500.00	-	680,001.63	1,650,497.54	1,012,523.98	3,365,523.15
6400 Other Operating Expenses	-	-	-	-	-	-
6600 Capital Outlay	-	572,322.74	6,372,731.79	6,330,285.12	102,952,297.58	116,227,637.23
8000-Other Uses	-	-	-	-	-	-
Total Expenditures	\$ 22,500.00	\$ 572,322.74	\$ 7,228,339.56	\$ 8,093,771.24	\$ 104,235,126.34	\$ 120,152,059.88
Excess of Revenues and Other Resources Over (Under) Expenditures and Other Uses	\$ (14,462.17)	\$ (254,239.41)	\$ (6,265,922.42)	\$ (7,053,608.11)	\$ (94,921,934.30)	\$ (108,510,166.41)
Fund Balance July 1, 2024 - (Audited)	\$ 220,693.68	\$ 8,691,475.25	\$ 26,347,509.29	\$ 27,198,750.32	\$ 279,318,843.69	\$ 341,777,272.23
Fund Balance Ending - Monthly Reporting Period	\$ 206,231.51	\$ 8,437,235.84	\$ 20,081,586.87	\$ 20,145,142.21	\$ 184,396,909.39	\$ 233,267,105.82

Hays Consolidated Independent School District
Project Year to Date Cumulative Bond Proceeds/Expenditures Summary
for the Month Ending March 31, 2025
(Un-Audited)

	2008 Bond		2017 Bond		2021 Bond		2022 Bond		2023 Bond	
	Bond Program	Bond Interest	Bond Program	Bond Interest	Bond Program	Bond Interest	Bond Program	Bond Interest	Bond Program	Bond Interest
Bond Program and Interest Revenues:										
FYE 2017	\$ -	\$ -	\$ 175,000,000.00	\$ 9,343.22	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FYE 2018	-	-	-	1,568,132.70	-	-	-	-	-	-
FYE 2019	-	-	75,000,000.00	1,501,175.34	-	-	-	-	-	-
FYE 2020	-	-	-	526,748.04	-	-	-	-	-	-
FYE 2021	-	-	-	22,439.30	-	-	-	-	-	-
FYE 2022	-	-	-	29,702.22	125,000,000.00	193,158.51	-	-	-	-
FYE 2023	-	208,828.63	-	403,814.14	66,585,092.00	2,932,724.69	115,649,800.00	4,146,355.16	-	-
FYE 2024	-	11,865.05	-	495,162.36	-	2,385,661.98	-	4,019,877.97	315,651,121.00	14,674,551.90
FYE 2025	-	7,254.65	-	286,041.54	-	812,425.50	-	869,712.60	-	7,846,420.28
Total Bond Revenues and Bond Interest	\$ -	\$ 227,948.33	\$ 250,000,000.00	\$ 4,842,558.86	\$ 191,585,092.00	\$ 6,323,970.68	\$ 115,649,800.00	\$ 9,035,945.73	\$ 315,651,121.00	\$ 22,520,972.18
Bond Program and Interest Expenditures:										
FYE 2017	-	-	18,417,035.73	-	-	-	-	-	-	-
FYE 2018	-	-	125,372,136.22	-	-	-	-	-	-	-
FYE 2019	-	-	77,417,925.70	-	-	-	-	-	-	-
FYE 2020	-	-	13,272,052.69	-	-	-	-	-	-	-
FYE 2021	-	-	1,548,413.20	676,540.25	a	4,975,881.81	-	-	-	-
FYE 2022	-	-	3,790,747.60	2,638,988.00	a	81,790,443.03	-	-	-	-
FYE 2023	-	-	1,397,158.98	-	-	51,824,921.04	-	15,209,967.01	-	-
FYE 2024	-	-	948,685.61	385,358.09	b	32,119,428.86	38,453.15	c	81,407,315.80	51,006,829.21
FYE 2025	-	22,500.00	-	572,332.74	b, h	6,526,880.39	701,459.17	-	8,093,771.24	100,287,263.01
Total Bond and Interest Expenditures	\$ -	\$ 22,500.00	\$ 242,164,155.73	\$ 4,273,219.08	\$ 177,237,555.13	\$ 739,912.32	\$ 104,711,054.05	\$ -	\$ 151,294,092.22	\$ 3,947,863.33
and Bond Interest Expenditures	\$ -	\$ 205,448.33	\$ 7,835,844.27	\$ 569,339.78	\$ 14,347,536.87	\$ 5,584,058.36	\$ 10,938,745.95	\$ 9,035,945.73	\$ 164,357,028.78	\$ 18,573,108.85
Outstanding Purchase Orders	\$ 185,500.00	d	\$ -			\$ 105,743.07		\$ -		\$ 21,555.77
Pending Items	\$ -		\$ 477,075.00	e, f, g		\$ 363,840.91	e, f	\$ 25,000.00	d	\$ 6,931,961.58
Estimated Arbitrage Liability	\$ -		\$ -			\$ -		\$ 4,630,922.19		\$ 7,882,340.26
Bond Interest Available	\$ 19,948.33		\$ 92,264.78		\$ 5,114,474.38		\$ 4,380,023.54		\$ 3,737,251.24	

Bond Interest Expense Summary:

- | | |
|--|---|
| <ul style="list-style-type: none"> a - Instructional technology devices b - Band trailer; JHS Band Uniforms; JHS & LHS Weight Room Reno; LHS CTE/Auto Tech-B.A. Fans c - Mascot uniform(BVES/NES); HVAC Duct Replacement Hays HS Bales Gym d - Athletic/Education Foundation Office SIGNAGE (\$25,000) d - LHS Dance - \$35,000 d - HHS Concert Uniforms \$35,000 d - MS Color Guard \$30,000 d - BMS stage Sound \$160,000 d - Trane Heat Exchangers \$90,028 d - Lennox Heat Exchanger \$52,050 d - Boiler \$25,000 d - Design Fees for Huckabee HS 4 \$3,214,150 d - Design Fees for JHS, LHS, HHS \$993,357 d - Design Fees KES, TGES, HES \$2,587,004 d - Infrastructure for Kolodzey Tract \$3,000,000 d - LHS \$52,500; CMS \$8,300; SMS \$8,300; HS Replacement Uniforms, MS New for other sports and replacement d - HHS \$52,500; BMS \$8,300; WMS \$8,300; HS Replacement Uniforms, MS New for other sports and replacement d - JHS \$115,000; DMS \$17,500; MMS \$17,500 New Uniforms (Varsity & 8th grade - 3 year cycle & a 9 year HS life & 6 year MS life) | <ul style="list-style-type: none"> e - Air Compressor JHS \$7,000 e - JHS Track \$148,575 e - Fire alarm Shelton \$15,000 e - Glycol cooling units HHS \$9,603.43 e - ABB Drive Loop 1 BMS \$12,679.92 e - Compressor HHS Bales Gym \$23,457.56 e - Boiler Red Gym \$16,000 f - HHS Orchestra Sound \$25,000 f - HHS Band Uniforms \$30,000 f - MS Uniforms \$240,000 f - HHS pottery \$5,600 f - Barton Kiln \$6,500 f - Barton Choir \$25,000 f - Barton Band Sound \$25,000 g - HHS Track \$251,500 h - transportation/SMART Tag |
|--|---|

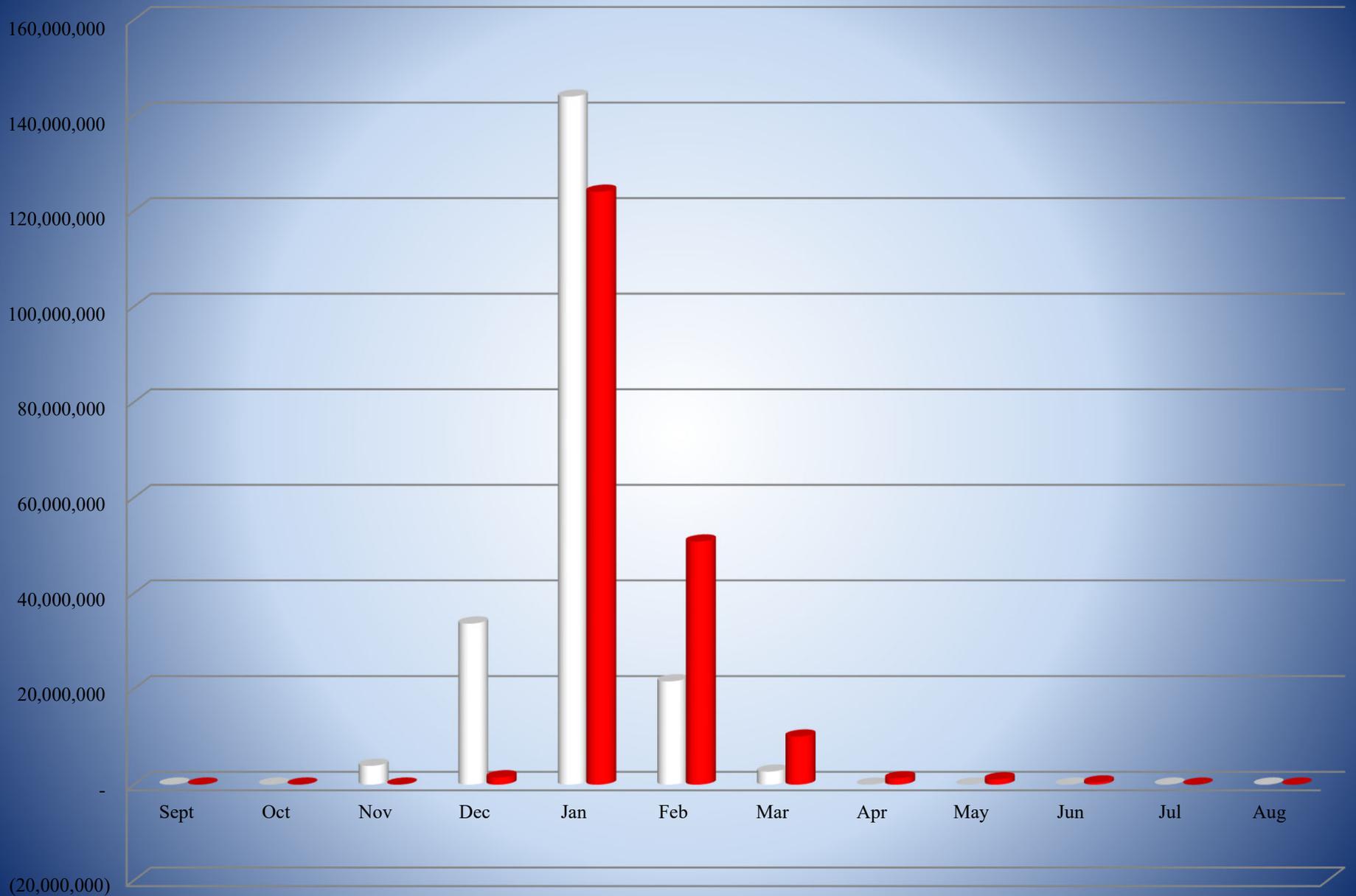
Hays Consolidated Independent School District
Statement of Revenues, Expenditures, and Changes in Fund Balance - Special Revenue Funds (Grants)
for the Month Ending March 31, 2025
(Un-Audited)

	<u>Original</u> <u>Budget</u>	<u>Official</u> <u>Budget</u>	<u>Current Year</u> <u>Actual Revenues/</u> <u>Expenditures</u>	<u>Unrealized/</u> <u>Unexpended</u> <u>Budget</u>	<u>Percentage</u> <u>Y-T-D</u>
Revenues:					
Local	\$ 100,000	\$ 100,000	\$ 246,110.54	\$ 146,110.54	246.11%
State	500,000	500,000	1,750,337.99	1,250,337.99	350.07%
Federal	7,534,691	7,609,435	7,308,457.11	(300,977.89)	96.04%
Total Revenues	\$ 8,134,691	\$ 8,209,435	\$ 9,304,905.64	\$ 1,095,470.64	113.34%
Expenditures:					
6100 Payroll	6,855,149	6,855,149	5,687,844.64	1,167,304.36	82.97%
6200 Professional and Contracted Services	612,204	612,204	1,119,790.33	(507,586.33)	182.91%
6300 Supplies and Materials	461,382	461,382	1,963,863.62	(1,502,481.62)	425.65%
6400 Other Operating Expenses	200,700	200,700	283,494.21	(82,794.21)	141.25%
6600 Capital Outlay	5,256	80,000	249,912.84	(169,912.84)	312.39%
Total Expenditures	\$ 8,134,691	\$ 8,209,435	\$ 9,304,905.64	\$ (1,095,470.64)	113.34%
Excess of Revenues					
Over (Under) Expenditures	\$ -	\$ -	\$ -		
Fund Balance July 1, 2023 - (Audited)	\$ -	\$ -	\$ -	\$ -	
Fund Balance Ending - Monthly Reporting Period	\$ -	\$ -	\$ -	\$ -	

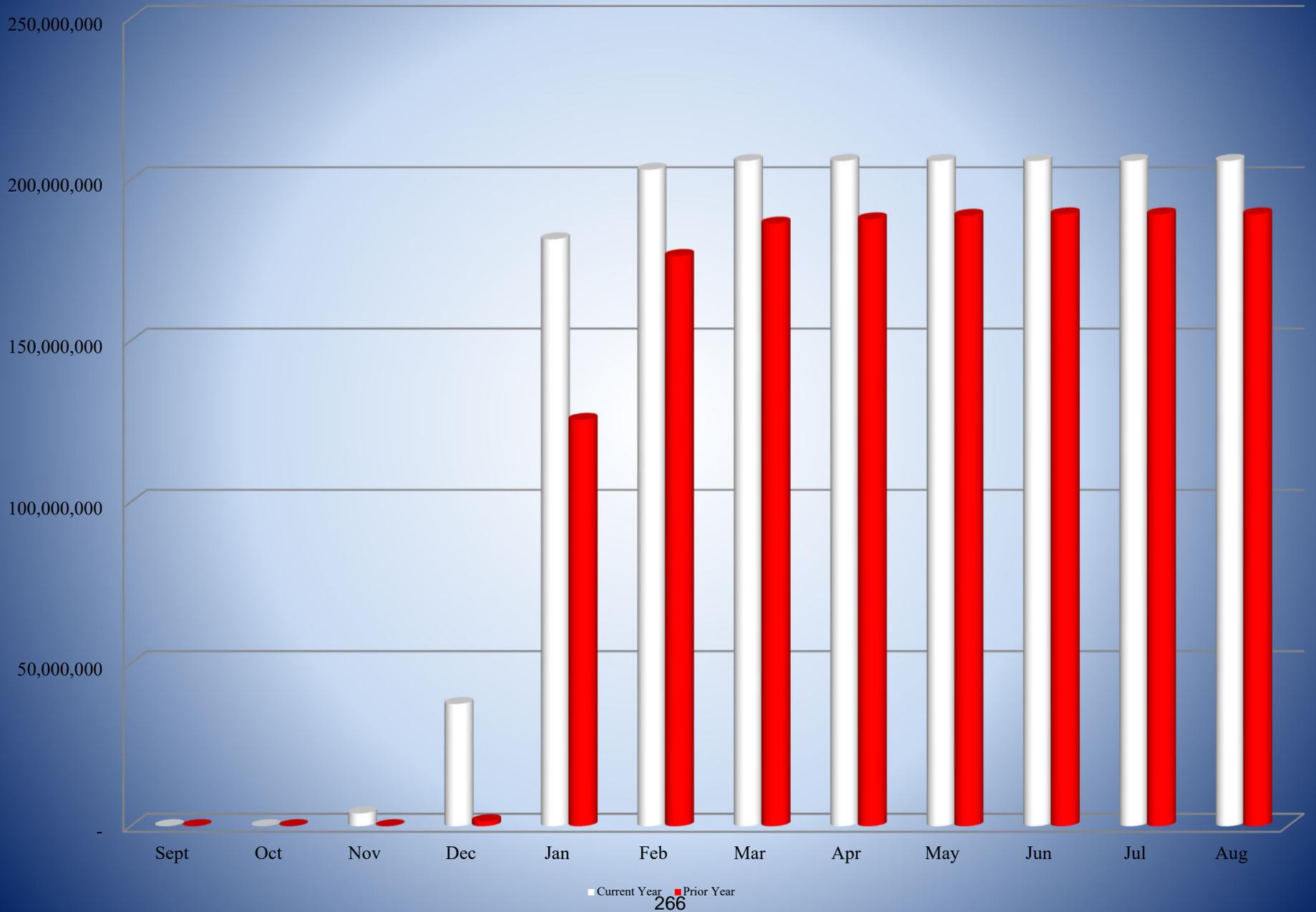
Hays Consolidated Independent School District
Monthly Tax Collection Report
for the Month Ending March 31, 2025

	Prior Year 2023 - 2024				Current Year 2024 - 2025			
	Debt Service			% of	Debt Service			% of
<u>Current Month Tax Collections:</u>	<u>General Fund</u>	<u>Fund</u>	<u>Total</u>	<u>Levy</u>	<u>General Fund</u>	<u>Fund</u>	<u>Total</u>	<u>Levy</u>
5711 Taxes-Current Year Tax Levy	\$ 5,805,839.31	\$ 4,225,720.95	\$ 10,031,560.26	5.24%	\$ 1,571,587.13	\$ 1,148,319.34	\$ 2,719,906.47	1.28%
5712 Taxes-Delinquent Collections	\$ (415,887.63)	\$ (237,188.08)	\$ (653,075.71)		\$ 47,649.13	\$ 26,554.12	\$ 74,203.25	
5719 Penalties and Interest	\$ 156,463.28	\$ 111,412.67	\$ 267,875.95		\$ 148,032.91	\$ 103,272.54	\$ 251,305.45	
Total Current Month Collections	\$ 5,546,414.96	\$ 4,099,945.54	\$ 9,646,360.50		\$ 1,767,269.17	\$ 1,278,146.00	\$ 3,045,415.17	
<u>Fiscal Year to Date Collections:</u>								
5711 Taxes-Current Year Tax Levy	\$ 107,819,039.38	\$ 78,552,382.93	\$ 186,371,422.31	97.30%	\$ 118,877,127.17	\$ 86,902,690.41	\$ 205,779,817.58	97.07%
5712 Taxes-Delinquent Collections	\$ 69,546.01	\$ 24,118.26	\$ 93,664.27		\$ 660,779.03	\$ 352,718.35	\$ 1,013,497.38	
5719 Penalties and Interest	\$ 365,954.19	\$ 235,211.36	\$ 601,165.55		\$ 460,721.02	\$ 321,189.63	\$ 781,910.65	
Total Revenue Collected	\$ 108,254,539.58	\$ 78,811,712.55	\$ 187,066,252.13		119,998,627.22	87,576,598.39	207,575,225.61	
Total Budgeted Tax Revenue (Current, Delinquent, Penalty & Interest)	\$ 112,095,475.00	\$ 90,128,009.00	\$ 202,223,484.00		\$ 125,449,983.00	\$ 91,265,372.00	\$ 216,715,355.00	
Percentage of Budget Collected	96.57%	87.44%	92.50%		95.65%	95.96%	95.78%	

Month to Date Tax Collections Current Levy



Year to Date Tax Collections Current Levy



**HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES**

Date: May 19, 2025

Agenda Item: P.8

Board Goal: Board Matter

Subject: First Reading of Proposed Revisions to Local Policy BE

Administrator Responsible/Position: Trustee Esperanza Orosco, Subcommittee Chair
Trustee Vanessa Petrea
Trustee Courtney Runkle

A. Purpose of Agenda Item:

Action needed Information only Receive input

B. Authority for This Action:

Local Policy Law or Rule N/A

C. Summary:

Previous board action relating to this item -

Future action anticipated – We will be holding an additional meeting to review other local policies on different subject matter. Second reading and potential adoption of proposed changes at the May 19, 2025 Business meeting.

Background information – The purpose of the April meeting was to review all local policies referenced in our Board Operating Procedures to ensure alignment. After reviewing all referenced local policies, we identified one—BE (Local)—that required updates. With President Vela’s permission, we submitted our proposed revisions to our board attorney, Michelle Acala. She confirmed our edits were on point and recommended removing one instance of redundant language. The revised policy will be submitted for first reading in May.

D. Comments Received:

Cabinet DLT FBOC Teacher Org. Reps. Other

All agenda items are reviewed by Superintendent’s Cabinet.

E. Suggested Motion

No action needed. This item is presented as information only.

Policy Committee

Members: Esperanza Orosco (Chair), Vanessa Petrea and Courtney Runkle

Meeting(s): 4/22/25 via Zoom

Executive Summary

Purpose of Meeting:

The purpose of the April meeting was to review all local policies referenced in our Board Operating Procedures to ensure alignment. After reviewing all referenced local policies, we identified one—BE (Local)—that required updates. With President Vela’s permission, we submitted our proposed revisions to our board attorney, Michelle Acala. She confirmed our edits were on point and recommended removing one instance of redundant language. The revised policy will be submitted for first reading in May.

Follow-Up:

We will be holding an additional meeting to review other local policies on different subject matter.

Meeting Place and Time

The notice for a Board meeting shall reflect the date, time, and location of the meeting.

Regular Meetings

Regular meetings of the Board shall be held monthly, ~~excluding the month of July~~. No agenda item shall be taken up after 10:30 p.m. unless unanimous consent of the Board members present is obtained. When determined necessary and for the convenience of Board members, the Board President may change the date or time of a regular meeting. The notice for that meeting shall reflect the changed date or time.

An agenda review session in the form of a workshop may be held the week prior to the regular business meeting.

Special or Emergency Meetings

The Board President shall call special meetings at the Board President's discretion or on request by two members of the Board.

The Board President shall call an emergency meeting when it is determined by the Board President or two members of the Board that an emergency or urgent public necessity, as defined by law, warrants the meeting.

Agenda

Deadline

The deadline for submitting items for inclusion on the agenda is the tenth calendar day before regular meetings and the fifth calendar day before special meetings.

Preparation

In consultation with the Board President, the Superintendent shall prepare the agenda for all Board meetings.

Before the official agenda is finalized for any meeting, the Superintendent shall consult the Board President to ensure that the agenda and the topics included meet with the Board President's approval. In reviewing the preliminary agenda, the Board President shall ensure that any topics the Board or individual Board members have requested to be addressed are either on that agenda or scheduled for deliberation at an appropriate time in the near future. Items may be placed on the agenda by the Superintendent, the Board President, any Board member with approval of the Board President, or through a request by any two Board members.

Copies of the agenda shall be ~~available delivered~~ to all Board members prior to the meeting to allow sufficient time for Board members to study items appearing on the agenda.

Copies shall also be ~~available delivered~~ to each principal for posting on bulletin boards convenient to the public, to representatives of employee groups as requested, and to representatives of media as requested.

BOARD MEETINGS

BE
(LOCAL)

Notice to Members

Members of the Board shall be given notice of regular and special meetings at least 72 hours prior to the scheduled time of the meeting and at least one hour prior to the time of an emergency meeting.

Closed Meeting

Notice of all meetings shall provide for the possibility of a closed meeting during an open meeting, in accordance with law.

The Board may conduct a closed meeting when the agenda subject is one that may properly be discussed in closed meeting. [See BEC]

Order of Business

The order of business for regular Board meetings shall be as set out in the agenda accompanying the notice of the meeting. At the meeting, the order in which posted agenda items are taken may be changed by consensus of Board members.

Rules of Order

The Board shall observe the parliamentary procedures as found in most current edition of Robert's Rules of Order for Small Boards. Robert's Rules of Order, Newly Revised, except as otherwise provided in Board procedural rules or by law. Procedural rules may be suspended at any Board meeting by majority vote of the members present.

Voting

Voting shall be by voice vote or show of hands, as directed by the Board President. ~~Any member may abstain from voting, and a member's vote or failure to vote shall be recorded upon that member's request. Whenever possible, the Board should work toward a consensus model of decision-making. Although there may be dissenting votes which are a matter of record, -However, once a majority decision has been made, as required by Board ethical standards in BBF (Local), all Board members should support the majority vote of the body corporate as -Although there may be dissenting votes, which are a matter of public record, each Board decision shall be an action by the whole Board as a whole and is are binding upon each member. Board members are strongly encouraged to state the reason why they are abstaining or voting "no" on an item~~ [See BDAA(LOCAL) for the Board President's voting rights]

Consent Agenda

When the agenda is prepared, the Board President shall determine items, if any, that qualify to be placed on the consent agenda. A 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.

Minutes

Board action shall be carefully recorded by the Board Secretary or District employee to provide clerical assistance to the Board. 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.

The official minutes of the Board shall be retained on file in the office of the Superintendent and shall be available for examination during regular office hours. Final Board minutes shall also be posted on the District's website.

**Discussions and
Limitation**

Discussions shall be addressed to the Board President and then the entire membership. Discussion shall be directed solely to the business currently under deliberation, and the Board President shall halt discussion that does not apply to the business before the Board.

The Board President shall also halt discussion if the Board has agreed to a time limitation for discussion of an item, and that time limit has expired. Aside from these limitations, the Board President shall not interfere with debate so long as members wish to address themselves to an item under consideration.

**HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES**

Date: May 19, 2025

Agenda Item: Q

Board Goal: N/A

Subject: Requests for Information from the Board of Trustees

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: The Board shall request information as needed.

D. Administrative Recommendation: N/A

**HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES**

Date: May 19, 2025

Agenda Item: R

Board Goal: N/A

Subject: Recap of Questions from Board Meeting

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:

The Board shall request information as needed.

D. Administrative Recommendation: N/A

**2024-2025 Hays CISD Board of Trustees
Meeting Schedule**



August 19, 2024 @ Hays CISD Merideth Keller Board Room - 5:30 pm
August 26, 2024 @ Hays CISD Merideth Keller Board Room - 5:30 pm

September 16, 2024 @ Hays CISD Merideth Keller Board Room - 5:30 pm
TUESDAY, September 24, 2024 @ Hays CISD Merideth Keller Board Room - 5:30 pm

October 21, 2024 @ Hays CISD Merideth Keller Board Room - 5:30 pm
October 28, 2024 @ Hays CISD Merideth Keller Board Room - 5:30 pm

TUESDAY, November 12, 2024 @ Hays CISD Merideth Keller Board Room – 5:30 pm
November 18, 2024 @ Hays CISD Merideth Keller Board Room - 5:30 pm

December 16, 2024 @ Hays CISD Merideth Keller Board Room - 5:30 pm

THURSDAY January 23, 2025 @ Hays CISD Merideth Keller Board Room - 5:30 pm
January 27, 2025 @ Hays CISD Merideth Keller Board Room - 5:30 pm

TUESDAY, February 18, 2025 @ Hays CISD Merideth Keller Board Room - 5:30 pm
February 24, 2025 @ Hays CISD Merideth Keller Board Room - 5:30 pm

March 10, 2025 @ Hays CISD Merideth Keller Board Room – 5:30 pm
THURSDAY, March 27, 2025 @ Hays CISD Merideth Keller Board Room - 5:30 pm

April 14, 2025 @ Hays CISD Merideth Keller Board Room - 5:30 pm
THURSDAY, April 24, 2025 @ Hays CISD Merideth Keller Board Room - 5:30 pm

May 12, 2025 @ Hays CISD Merideth Keller Board Room – 5:30 pm
May 19, 2025 @ Hays CISD Merideth Keller Board Room - 5:30 pm

TUESDAY, June 10, 2025 @ Hays CISD Merideth Keller Board Room - 5:30 pm
TUESDAY, June 24, 2025 @ Hays CISD Merideth Keller Board Room - 5:30 pm

July 21, 2025 @ Hays CISD Merideth Keller Board Room – 5:30 pm