

Special Called Meeting/Public Hearing for
the Adoption of the 2021-2022 Budget
and 2021 Tax Rate
Monday, August 30, 2021 6:30 PM

Education Support Center
2218 FM 517
Dickinson, TX 77539

Agenda

1. Roll Call and Establish Quorum
2. Public Comment: Agenda Items
3. Open Forum: Non agenda Items
4. Special Recognitions
 - 4.A. Big Impact Award
5. Budget Hearing and Citizen Input on the 2021-2022 Budget
6. Adoption of the 2021-2022 Budget
7. Tax Rate Hearing and Citizen Input of Ordinance for Adopting a Tax Rate for 2021 (2021-2022 Budget)
8. Approve Ordinance for Adopting 2021 Tax Rate
9. Final Budget Amendments for the 2020-2021 Budget
10. Closed Executive Session
 - 10.A. Section 551.074 - Resignations and New Hires
 - 10.B. Section 551.074 - Deliberation regarding purchase, exchange, lease, or value of real property
11. Action on Closed Executive Session Items
 - 11.A. Consider Approval of Resignations and New Hires
 - 11.B. Consider Adoption of Resolution Authorizing Interlocal Agreement with City of Dickinson and Galveston County and Related Conveyance of Easement in District-Owned Land Near Sam Vitanza Stadium and Barber Middle School to the City for Drainage Improvement Projects and Delegate Authority to Superintendent and Board President Related to the Interlocal Agreement and Easement
12. COVID Leave Resolution
13. Certified Appraisers
14. Adjournment

DICKINSON INDEPENDENT SCHOOL DISTRICT BOARD AGENDA DOCUMENT

Item Title: Public Comment: Agenda Items

Agenda Item: Carla Voelkel

Background Information:

The Board will hear from those in the audience who have completed the document for permission to address the Board this evening regarding agenda items per HB 2840. The Board President or Secretary will ask the individuals to speak in the order in which the completed document was received.

DICKINSON INDEPENDENT SCHOOL DISTRICT BOARD AGENDA DOCUMENT

Item Title: Open Forum

Agenda Item: Carla Voelkel

Background Information:

The Board will hear from those in the audience who have completed the document for permission to address the Board this evening. The Board President or Secretary will ask the individuals to speak in the order in which the completed document was received. Each will be limited to no more than three minutes. No one may begin addressing the Board thirty minutes from this time.

DICKINSON INDEPENDENT SCHOOL DISTRICT BOARD AGENDA ITEM

Meeting Date: August 30, 2021

Item Title: Big Impact Award

Agenda Item: Kimberly Rich

Background Information:

The Big Impact Award is an employee recognition award given once per month to individuals who make an impact by going above and beyond the call of duty. Honorees are nominated by peers, supervisors, or community members.

Big Impact Award Honorees exemplify these attributes:

1. Provides outstanding service to others
2. Assists others beyond normal expectations
3. Creates a positive impression of their department
4. Sacrifices their time and energy for the "Gator" good
5. Acts with honesty and integrity at all times

Dr. Melissa Everett, DISD Director of Career and Technical Education

- As CTE Director, Melissa not only handles her daily responsibilities flawlessly, but she also goes above and beyond for her CTE staff, students, and organizations. She has come to our events, assisted with whatever we needed and always been there to lend a helping hand or advice for our organization. Melissa is a great leader and is always pushing to expand and improve our department, staff and student experiences in the classroom and organizations.
- Dr. Everett has been one of the biggest supporters and advocates for the Ag program and always volunteers her time to help when we need her. She donated two Saturdays to come help Dickinson FFA host two livestock shows and we could not have done it without her help! She cares about her co-workers and students.

Lindsey Suarez, Barber Middle School Principal

Lindsey is the following:

- Best principal ever!
- Always positive despite overwhelming challenges.
- Values teachers by respecting their time, family, and personal needs.
- Handles extreme challenges (COVID, hurricanes, and winter storms) with grace and poise.

- Very supportive, but holds us to high standards of excellence.
- Never shows frustration or stress.
- Promotes DISD mission and vision.
- Finds ways to engage the community despite the COVID protocols.

Jade Wise, DISD Communication Specialist

- Jade creates eye-catching graphics, flyers, videos and social media posts to promote the wonderful things happening in DISD. The service he provides consistently exceeds expectations. His efforts deliver high-quality work and his diligence and detailed approach to each assignment bring immense pride to the image of DISD.

**DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA DOCUMENT**

Meeting Date: August 30, 2021

Item Title: Budget Hearing and Citizens Input on 2021-2022 Budget

Agenda Item: Carla Voelkel

Background Information:

The Administration will present the proposed 2021-2022 budget.

The Board will hear from those in the audience who have signed the roster to address the board regarding the 2021-2022 proposed budget this evening. The sign-in sheet for participation by patrons is provided at the board room entrance. The Board President or Secretary will ask the individuals to speak in the order in which they signed. Each will be limited to no more than three minutes.

**PUBLIC HEARING
ADOPTION OF A BUDGET FOR 2021-2022
AUGUST 30, 2021 - 6:30 p.m.
Dickinson Educational Support Center
2218 FM 517 - Dickinson, Texas**

Individuals wishing to address the Board regarding the proposed budget will be heard in the order in which they sign. Each will be limited to no more than three minutes. Thank you.

Please Sign In Below:

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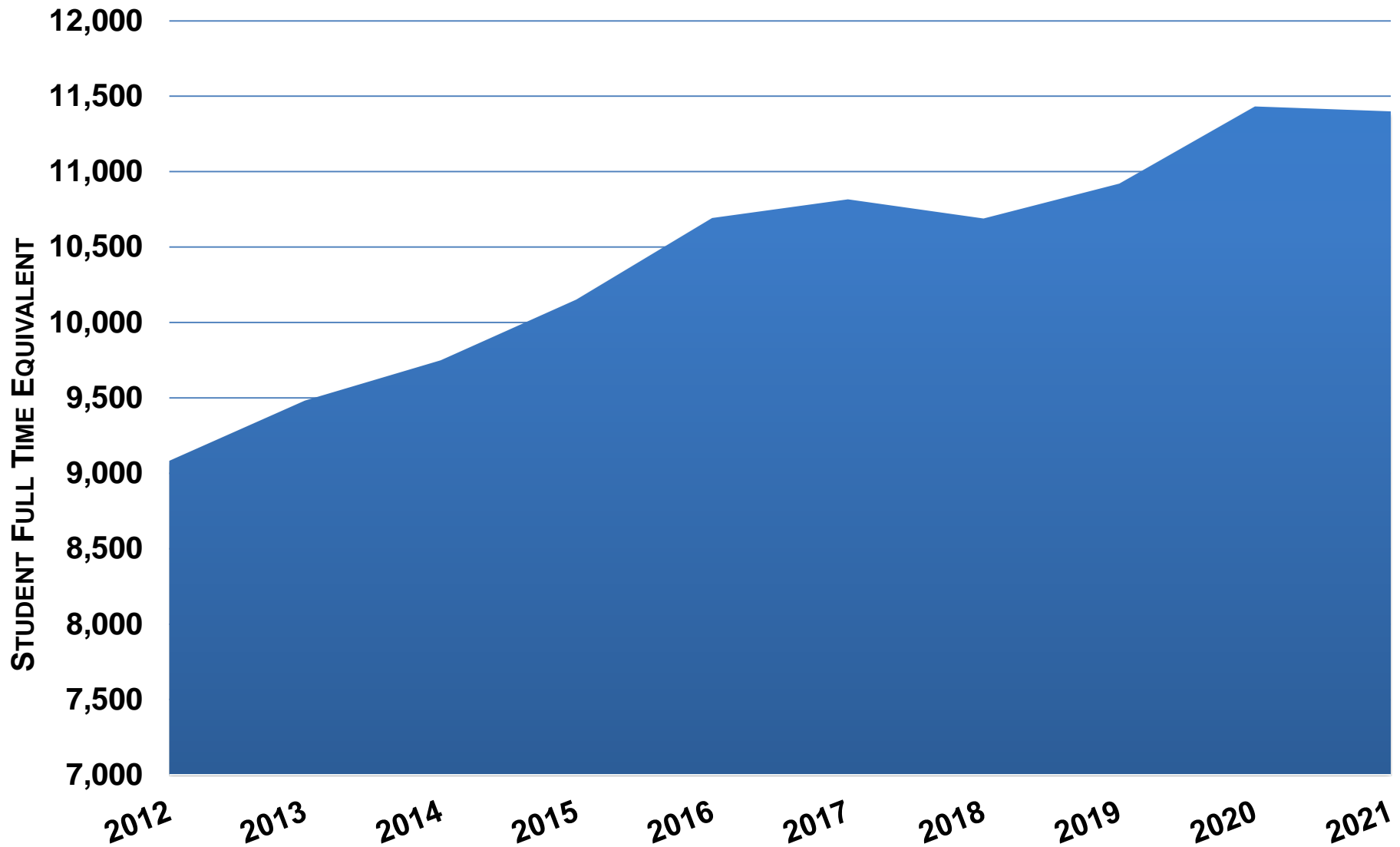
BUDGET HEARING

AUGUST 30, 2021

BUDGET HEARING

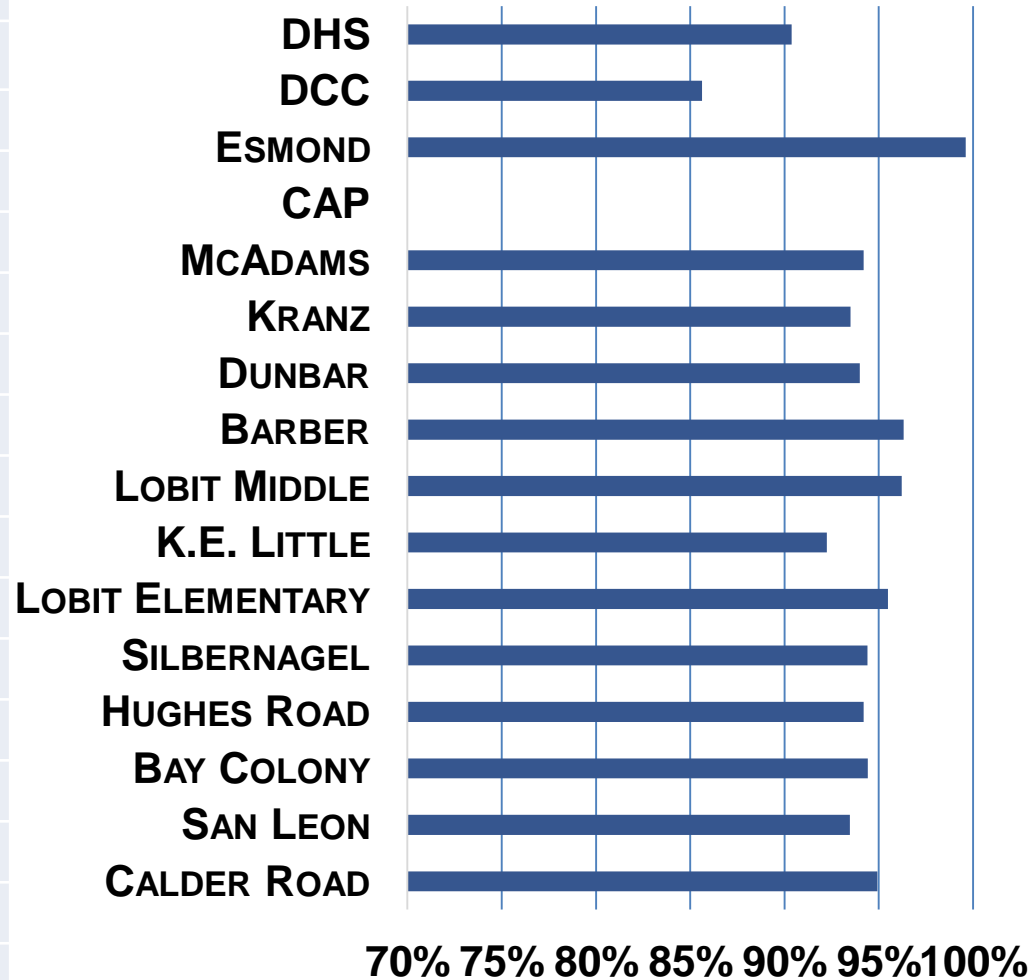
- ENROLLMENT/AVERAGE DAILY ATTENDANCE (ADA)
- STAFF INCREASES/STAFF SUMMARY
- GENERAL FUND REVENUE/EXPENDITURES
- FOOD & NUTRITION SERVICES REVENUE/EXPENDITURES
- DEBT SERVICE REVENUE/EXPENDITURES
- FUND BALANCE

ENROLLMENT SUMMARY

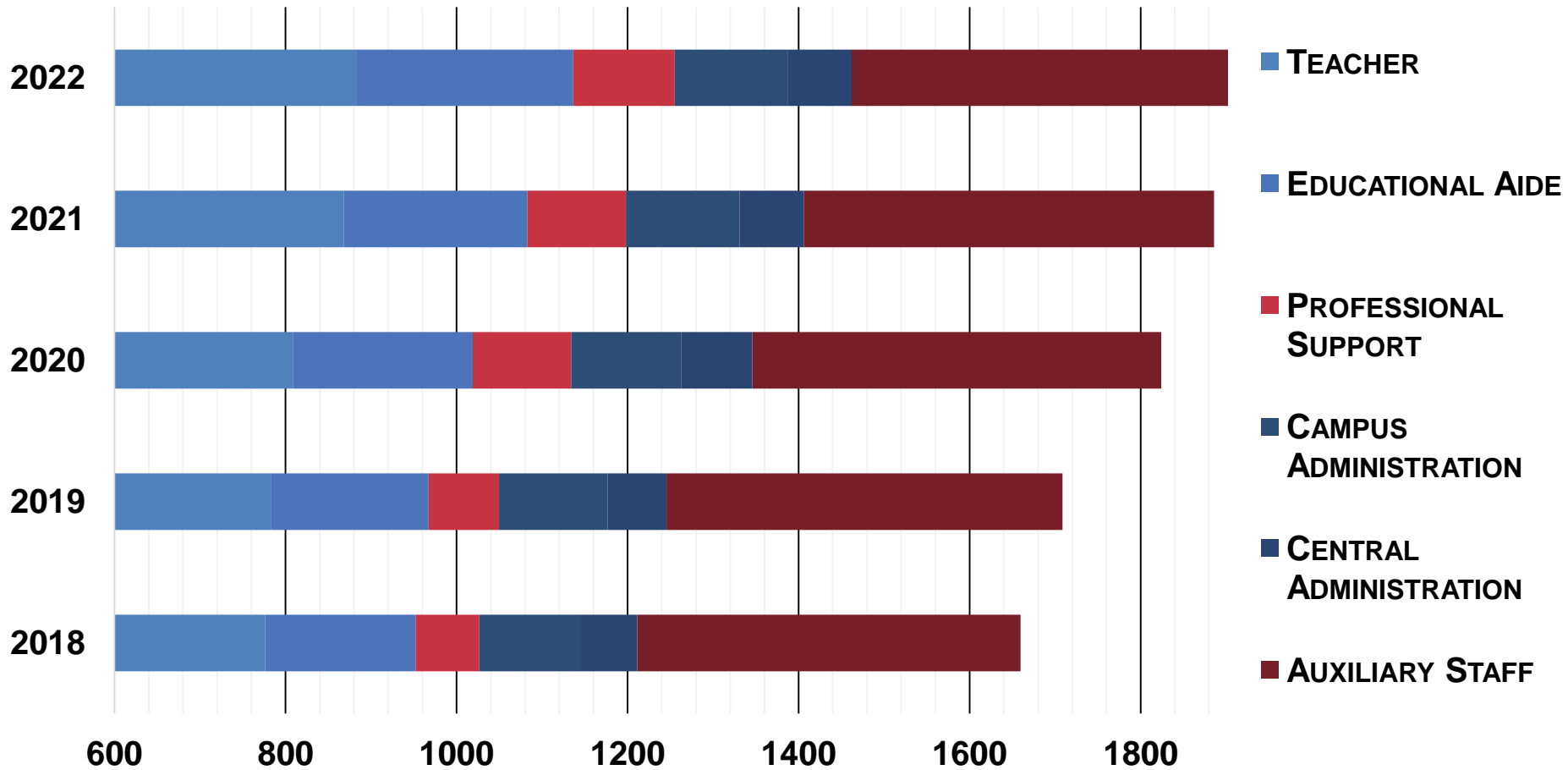


AVERAGE DAILY ATTENDANCE

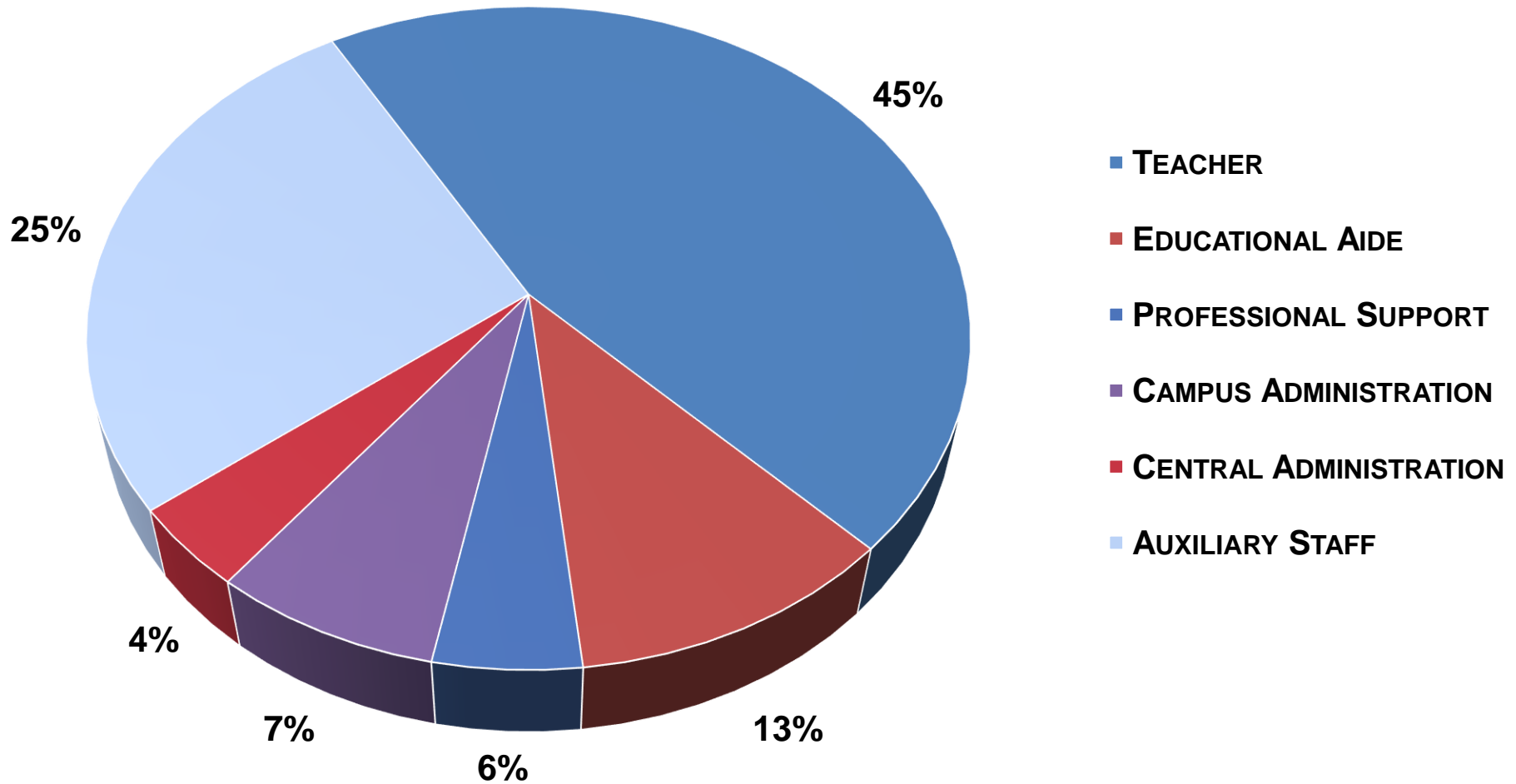
CAMPUS	AVG ADA	% ADA
DHS	2919.07	90.4%
DCC	87.84	85.6%
ESMOND	15.88	99.6%
CAP	1.15	68.1%
MCADAMS	838.48	94.2%
KRANZ	903.07	93.5%
DUNBAR	596.68	94.0%
BARBER	673.61	96.3%
LOBIT MIDDLE	455.4	96.2%
K.E. LITTLE	513.74	92.2%
LOBIT ELEMENTARY	598.21	95.5%
SILBERNAGEL	556.9	94.4%
HUGHES ROAD	605.61	94.2%
BAY COLONY	605.62	94.4%
SAN LEON	602.52	93.5%
CALDER ROAD	595.99	94.9%
TOTAL	10569.77	92.3%



STAFF INCREASES

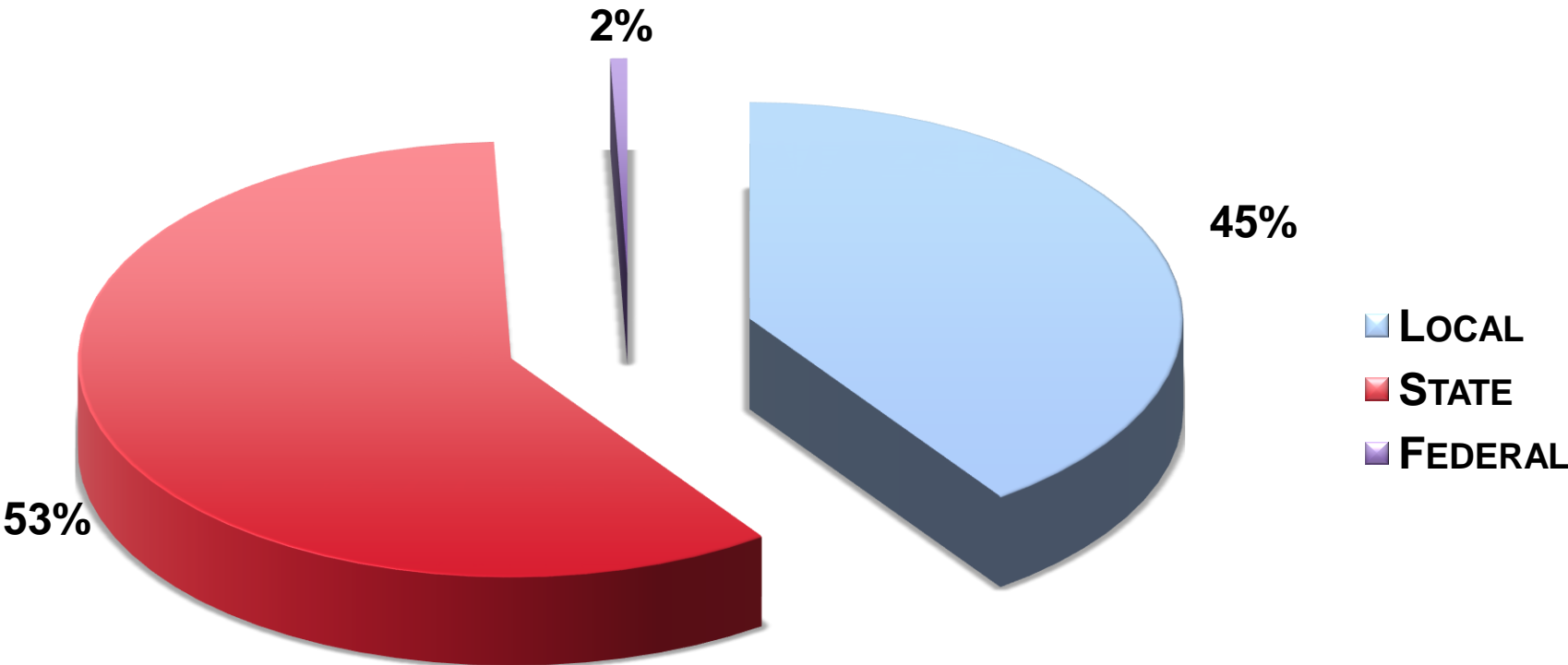


STAFF SUMMARY



REVENUE BUDGET

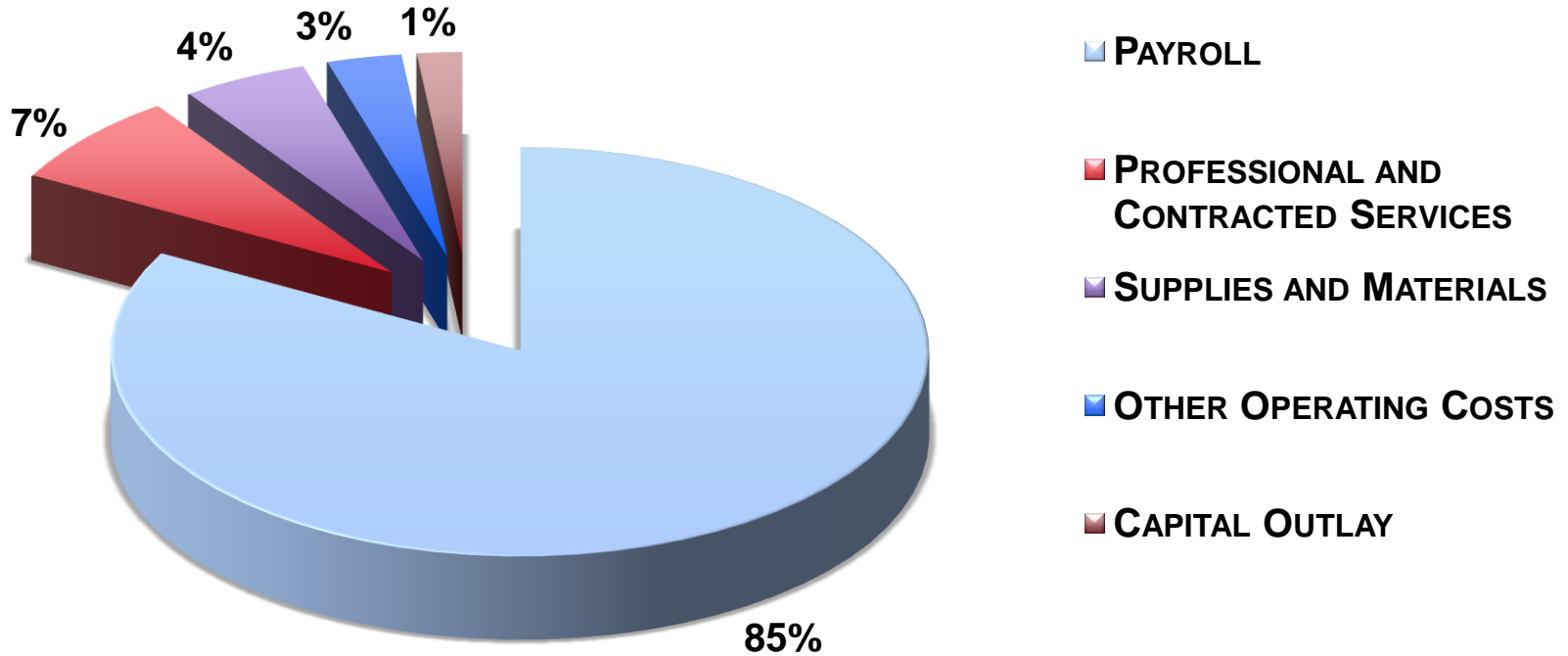
GENERAL FUND



LOCAL	STATE	FEDERAL	TOTAL
\$ 51,244,870	\$ 59,916,993	\$ 2,685,000	\$ 113,846,863

EXPENDITURE BUDGET BY OBJECT

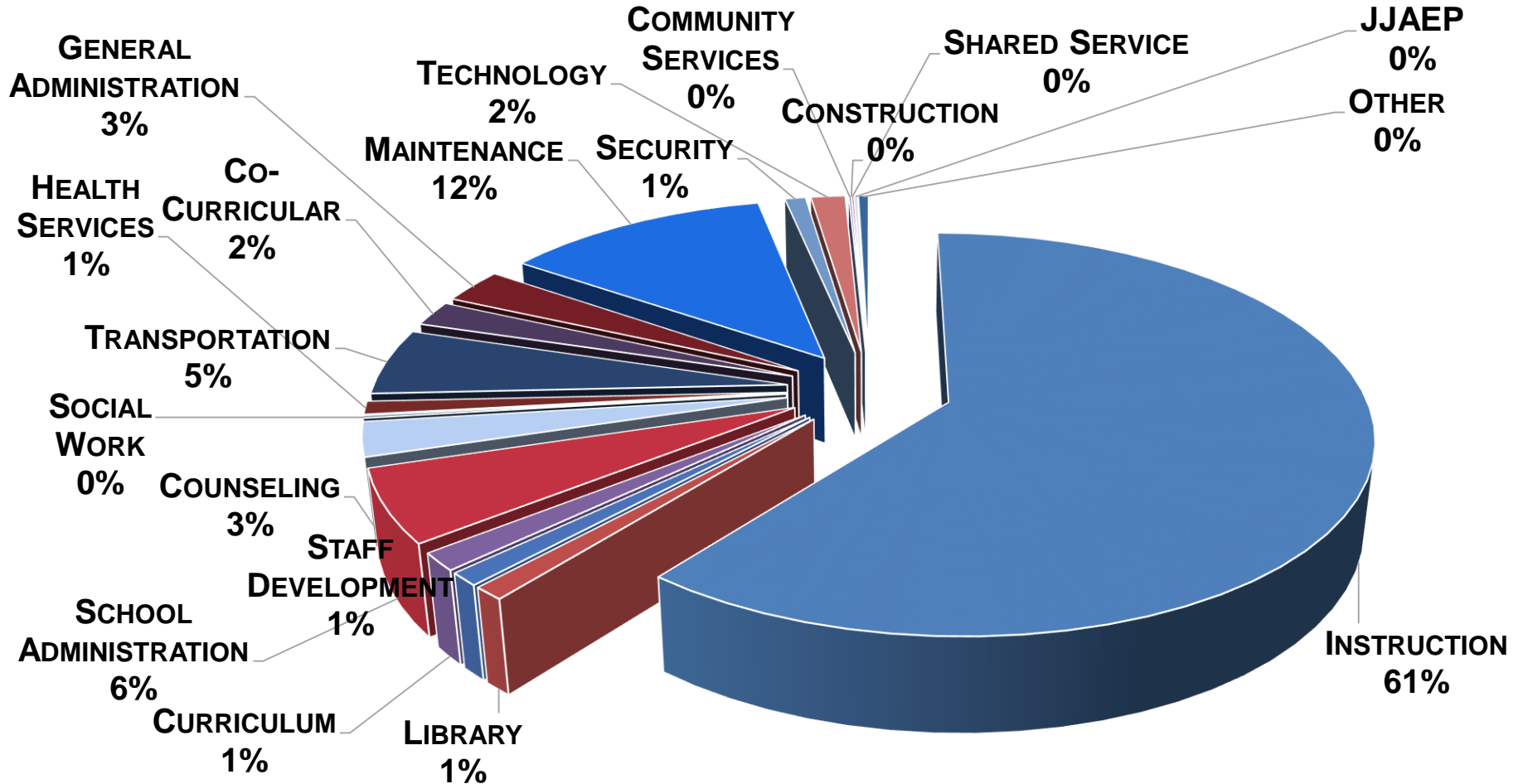
GENERAL FUND



PAYROLL	PROFESSIONAL AND CONTRACTED SERVICES	SUPPLIES AND MATERIALS	OTHER OPERATING COSTS	CAPITAL OUTLAY	TOTAL
\$ 105,723,178	\$ 8,692,913	\$ 5,140,684	\$ 3,769,843	\$ 957,443	\$ 124,284,060

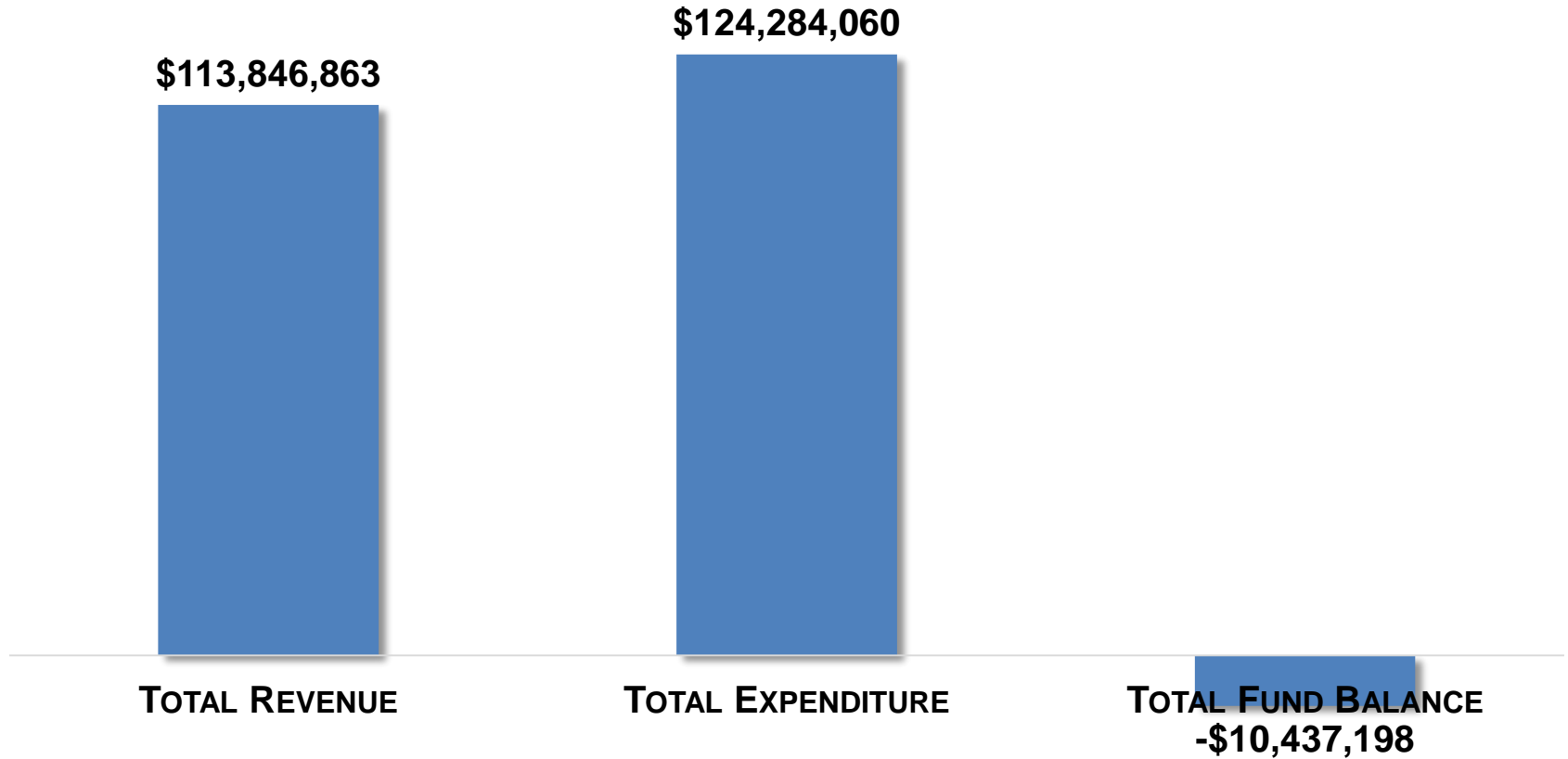
EXPENDITURE BUDGET BY FUNCTION

GENERAL FUND



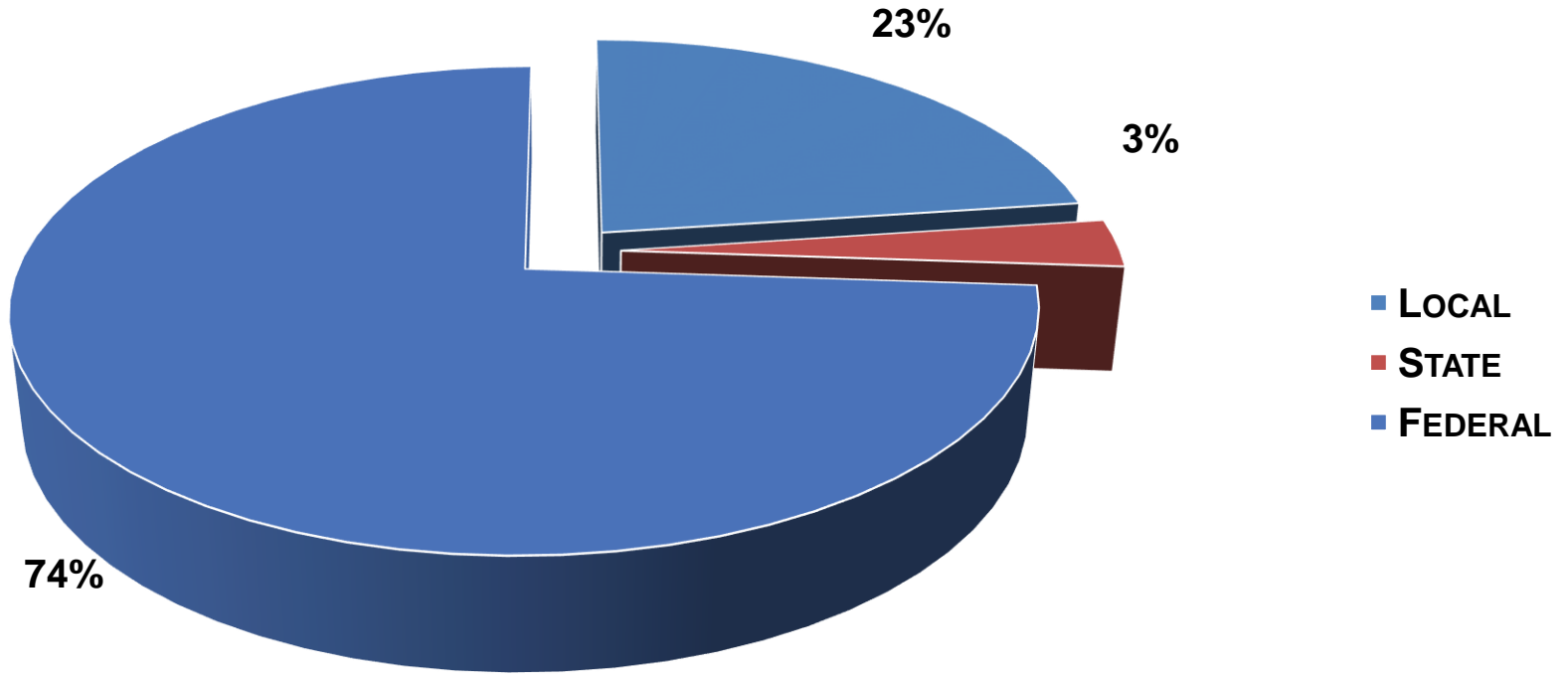
PROPOSED BUDGET

GENERAL FUND



REVENUE BUDGET

FOOD & NUTRITION FUND

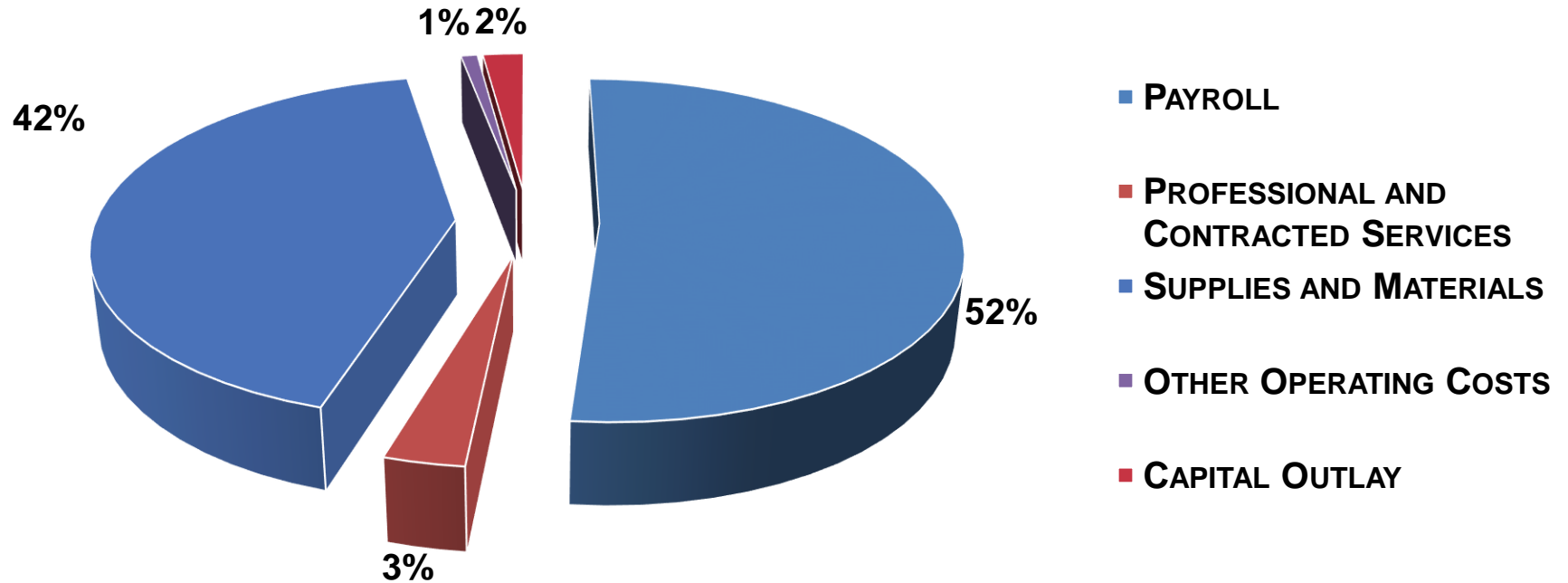


- LOCAL
- STATE
- FEDERAL

LOCAL	STATE	FEDERAL	TOTAL
\$ 1,786,301	\$ 250,196	\$ 5,730,000	\$ 7,766,497

EXPENDITURE BUDGET

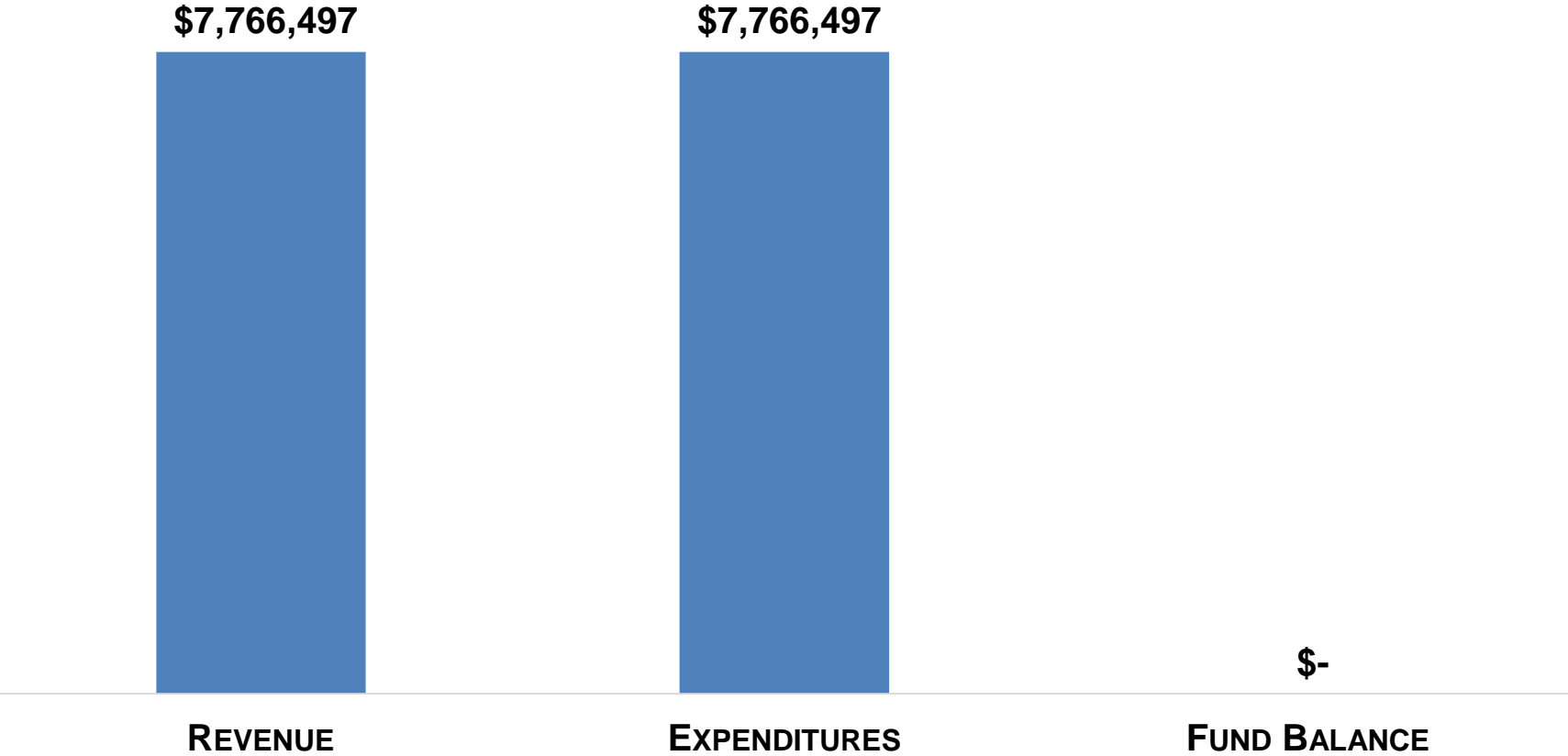
FOOD & NUTRITION FUND



PAYROLL	PROFESSIONAL AND CONTRACTED SERVICES	SUPPLIES AND MATERIALS	OTHER OPERATING COSTS	CAPITAL OUTLAY	TOTAL
\$ 4,001,400	\$ 264,700	\$ 3,268,697	\$ 66,700	\$ 165,000	\$ 7,766,497

PROPOSED BUDGET

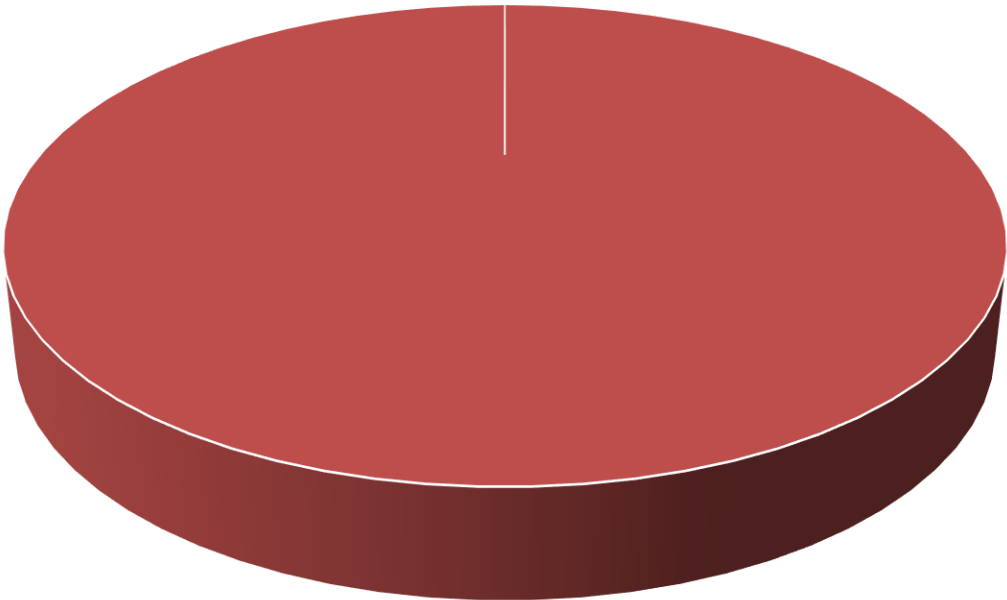
FOOD & NUTRITION FUND



REVENUE BUDGET

DEBT SERVICE FUND

100%

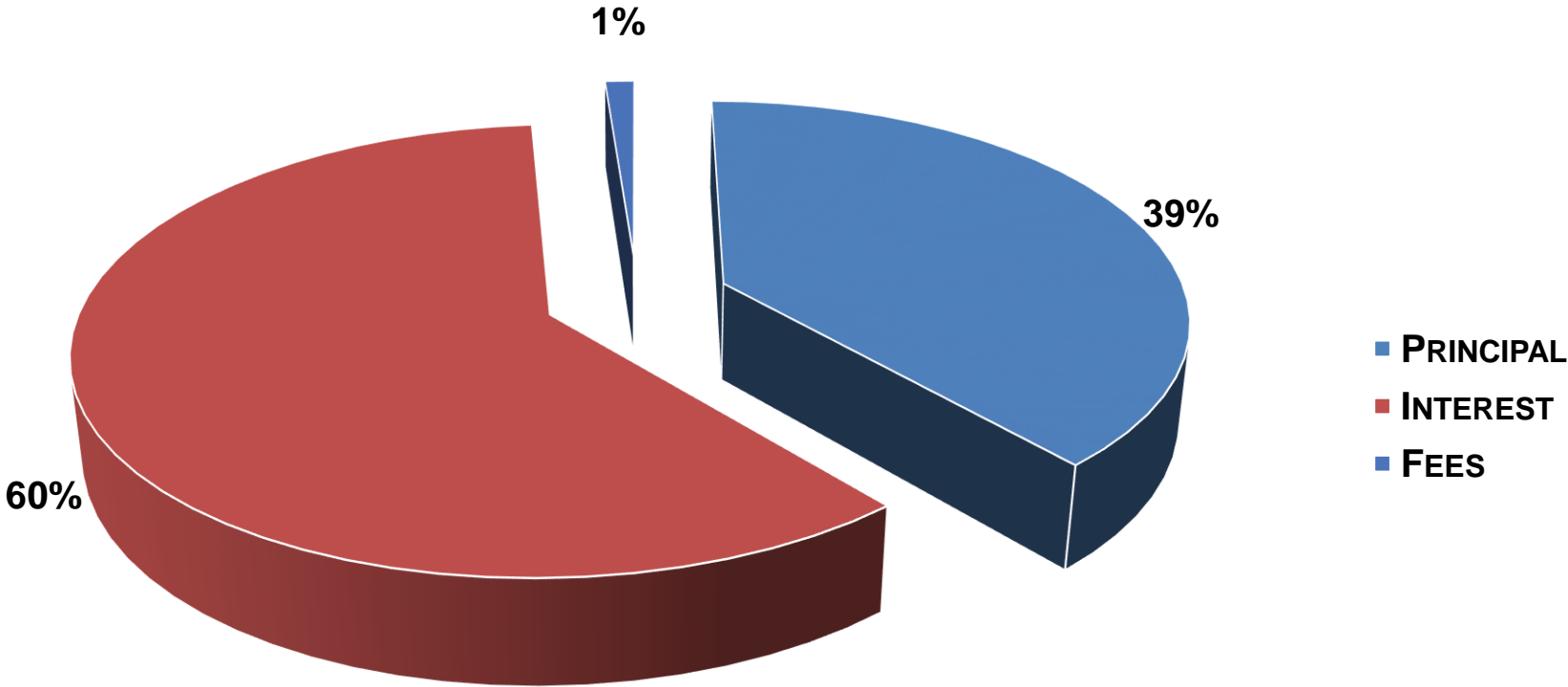


- LOCAL
- STATE
- FEDERAL

LOCAL	STATE	FEDERAL	TOTAL
\$ 25,440,000	\$ 0	\$ 0	\$ 25,440,000

EXPENDITURE BUDGET

DEBT SERVICE FUND



PRINCIPAL	INTEREST	FEES	TOTAL
\$ 9,808,182	\$ 15,217,580	\$ 300,000	\$ 25,325,762

PROPOSED BUDGET

DEBT SERVICE FUND

\$25,440,000



REVENUE

\$25,325,762

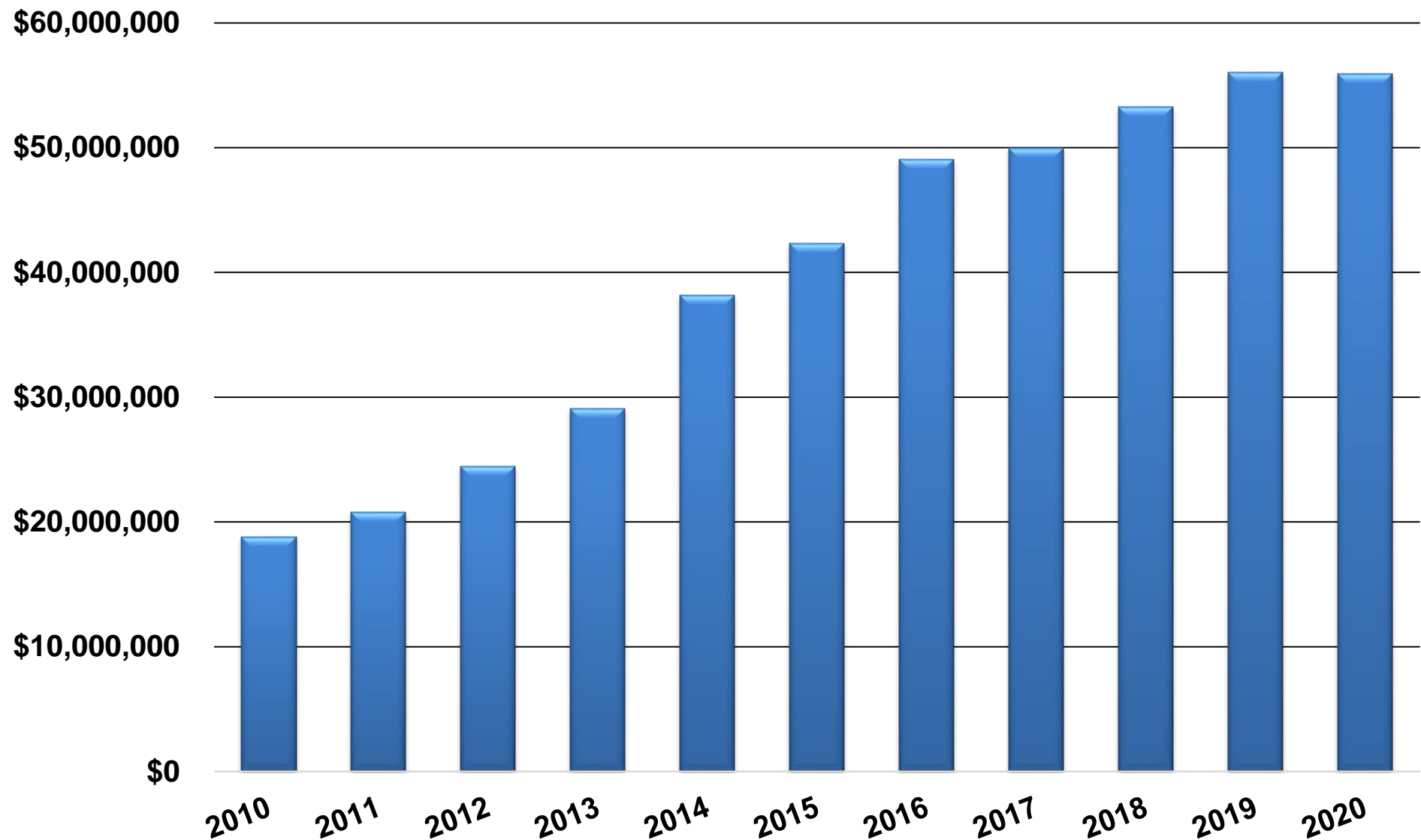


EXPENDITURES

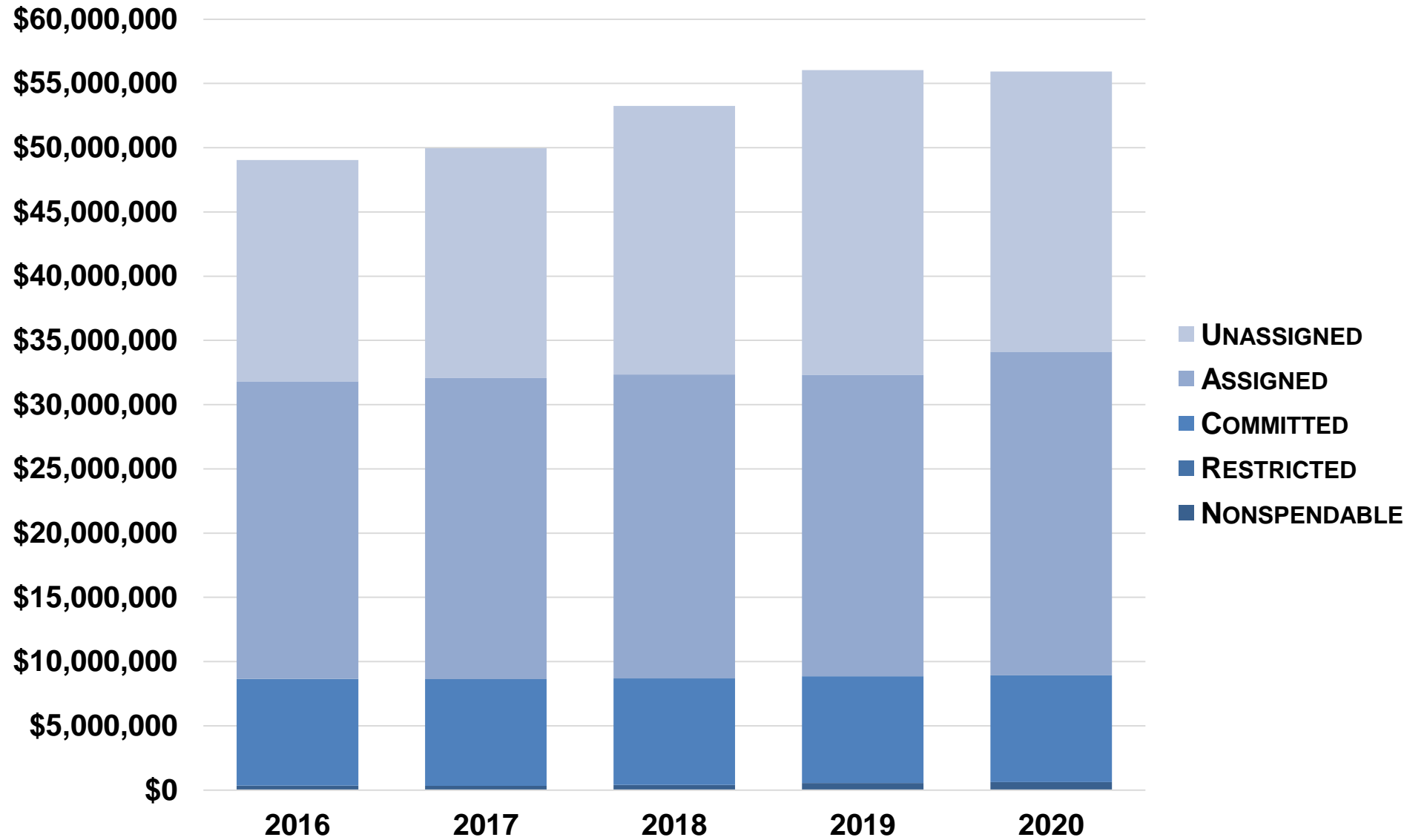
\$114,238

FUND BALANCE

TEN YEAR FUND BALANCE COMPARISON

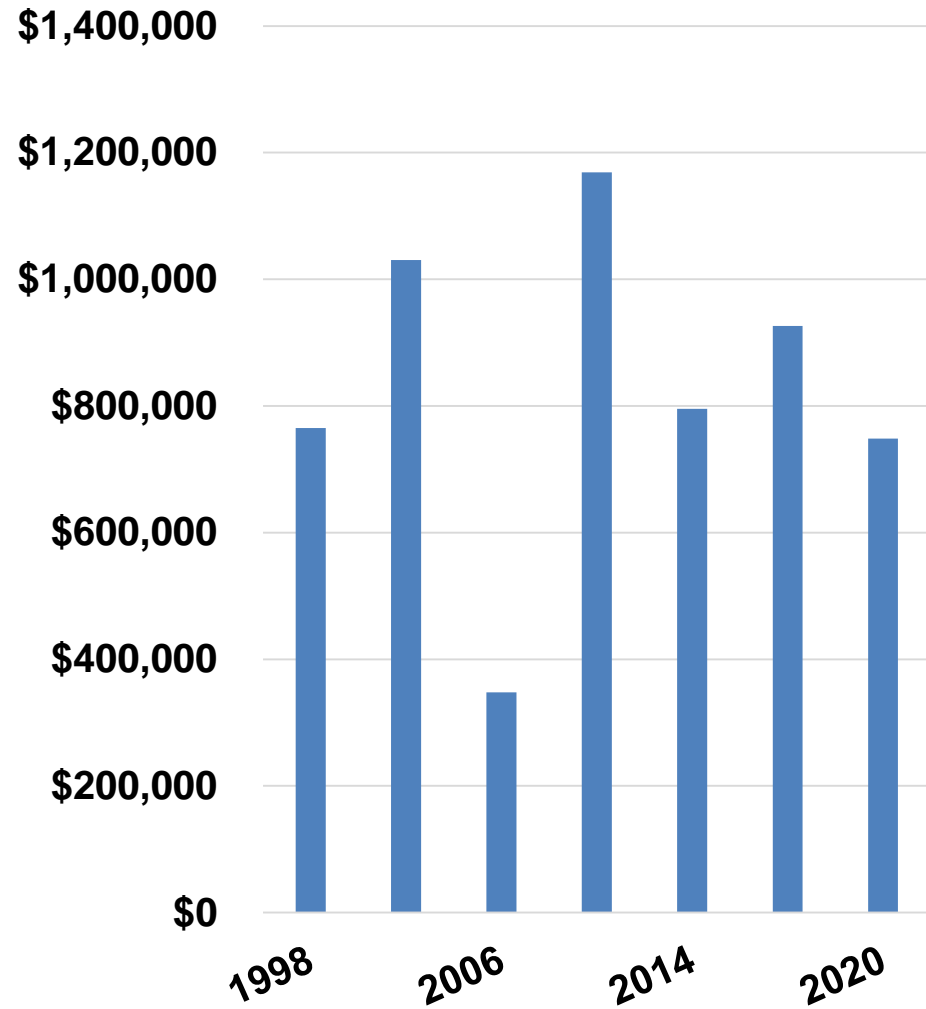


FUND BALANCE BY CLASSIFICATION

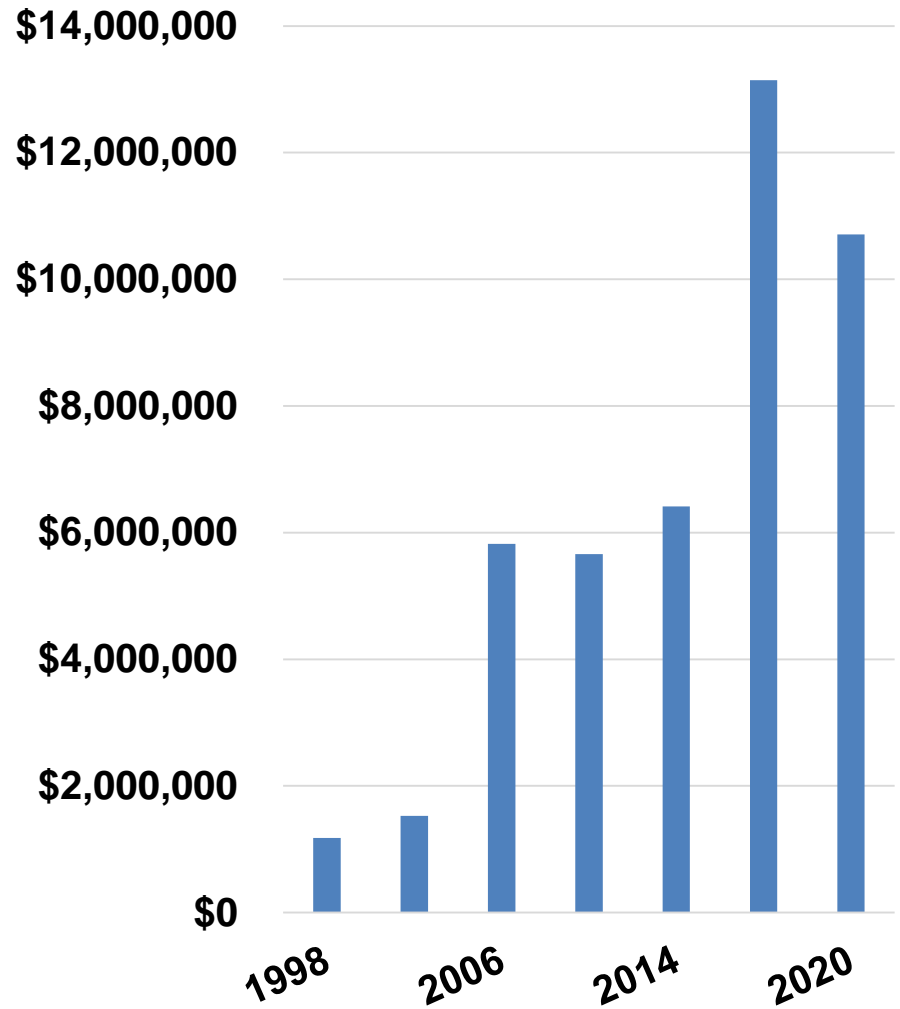


RESTRICTED FUND BALANCE

FOOD & NUTRITION SERVICES



DEBT SERVICE





**Dickinson Independent School District
Summary Proposed Budget
2021-2022**

General Fund - Revenues				
Revenue Code/Description	% of Budget	Budget 2020-2021	Proposed Budget 2021-2022	Increase/ (Decrease) from Prior Year
X5700 Local	45%	\$45,508,774	\$51,244,870	\$5,736,096
X5800 State	53%	\$64,252,335	\$59,916,993	(\$4,335,342)
X5900 Federal (M&O Budget Only)	2%	\$2,685,000	\$2,685,000	\$0
Total Budget Revenues	100%	\$112,446,109	\$113,846,863	\$1,400,754

General Fund - Expenditures				
Function Code/Description	% of Budget	Budget 2020-2021	Proposed Budget 2021-2022	Increase/ (Decrease) from Prior Year
Salaries & Benefits - 6100				
11 Instruction		\$68,289,180	\$71,891,245	\$3,602,065
12 Library		\$1,151,909	\$1,150,337	(\$1,572)
13 Staff Development		\$679,495	\$956,725	\$277,229
21 Instructional Leadership		\$1,449,235	\$1,665,914	\$216,678
23 School Leadership		\$6,938,717	\$7,227,741	\$289,025
31 Counseling		\$3,473,234	\$3,383,512	(\$89,722)
32 Social Work		\$194,380	\$202,539	\$8,159
33 Nurses		\$1,087,686	\$1,131,523	\$43,836
34 Transportation		\$4,834,762	\$5,006,062	\$171,300
36 Extracurricular		\$1,580,655	\$1,611,404	\$30,749
41 Administration		\$2,677,427	\$2,670,381	(\$7,047)
51 Facility Maintenance		\$6,745,676	\$7,062,653	\$316,977
52 Security		\$61,290	\$64,424	\$3,134
53 Data Processing		\$1,494,495	\$1,575,582	\$81,087
61 Community Services		\$123,491	\$123,137	(\$354)
Total Salaries & Benefits - 6100	85%	\$100,781,632	\$105,723,178	\$4,941,545
Contracted Services - 6200				
11 Instruction		\$1,830,242	\$1,413,671	(\$416,571)
12 Library		\$23,150	\$18,150	(\$5,000)
13 Staff Development		\$127,735	\$118,722	(\$9,013)
21 Instructional Leadership		\$27,504	\$46,112	\$18,608
23 School Leadership		\$15,700	\$20,600	\$4,900
31 Counseling		\$129,564	\$9,435	(\$120,129)
33 Nurses		\$127,400	\$129,999	\$2,599
34 Transportation		\$148,558	\$153,401	\$4,843
36 Extracurricular		\$247,228	\$233,266	(\$13,962)
41 Administration		\$468,763	\$511,550	\$42,787
51 Facility Maintenance		\$4,241,508	\$4,257,646	\$16,138
52 Security		\$699,563	\$826,771	\$127,208
53 Data Processing		\$163,968	\$217,440	\$53,472
61 Community Services		\$0	\$0	\$0
95 Alternative Education Programs		\$170,000	\$170,000	\$0
99 Other Intergovernmental Charges		\$521,500	\$566,000	\$44,500
Total Contracted Services - 6200	7%	\$8,942,383	\$8,692,913	(\$249,470)
Supplies & Materials - 6300				
11 Instruction		\$2,002,983	\$2,048,309	\$45,326
12 Library		\$124,453	\$149,830	\$25,377
13 Staff Development		\$36,105	\$36,965	\$860
21 Instructional Leadership		\$25,610	\$24,085	(\$1,525)
23 School Leadership		\$43,710	\$54,850	\$11,140
31 Counseling		\$37,096	\$34,646	(\$2,450)
32 Social Work		\$1,400	\$850	(\$550)
33 Nurses		\$40,824	\$40,700	(\$124)
34 Transportation		\$989,225	\$1,018,520	\$29,295
36 Extracurricular		\$233,930	\$240,930	\$7,000
41 Administration		\$146,141	\$120,458	(\$25,683)
51 Facility Maintenance		\$1,037,167	\$1,069,717	\$32,550
52 Security		\$229,800	\$226,024	(\$3,776)
53 Data Processing		\$47,000	\$72,800	\$25,800
61 Community Services		\$2,000	\$2,000	\$0
Total Supplies & Materials - 6300	4%	\$4,997,444	\$5,140,684	\$143,240
Insurance/Travel/Training/Fees - 6400				
11 Instruction		\$209,972	\$231,088	\$21,116
12 Library		\$10,910	\$7,980	(\$2,930)
13 Staff Development		\$171,589	\$195,509	\$23,920
21 Instructional Leadership		\$57,719	\$46,260	(\$11,459)
23 School Leadership		\$39,893	\$37,383	(\$2,510)
31 Counseling		\$28,123	\$24,702	(\$3,421)
32 Social Work		\$1,700	\$1,700	\$0
33 Nurses		\$7,240	\$7,015	(\$225)
34 Transportation		(\$69,734)	(\$54,987)	\$14,747
36 Extracurricular		\$441,689	\$430,748	(\$10,941)
41 Administration		\$238,230	\$238,268	\$2,038
51 Facility Maintenance		\$2,186,050	\$2,458,000	\$271,950
52 Security		\$600	\$600	\$0
53 Data Processing		\$13,200	\$19,300	\$6,100
61 Community Services		\$4,200	\$4,150	(\$50)
93 Shared Service Arrangements		\$107,449	\$122,127	\$14,678
Total Insurance/Travel/Training/Fees - 6400	3%	\$3,446,830	\$3,769,843	\$323,013
Capital Outlay - 6600				
11 Instruction		\$160,995	\$0	(\$160,995)
34 Transportation		\$600,000	\$600,000	\$0
36 Extracurricular		\$40,000	\$40,000	\$0
51 Facility Maintenance		\$203,000	\$203,000	\$0
52 Security		\$0	\$53,443	\$53,443
53 Data Processing		\$108,500	\$61,000	(\$47,500)
81 Construction		\$4,000,000	\$0	(\$4,000,000)
Total Capital Outlay - 6600	1%	\$5,112,495	\$957,443	(\$4,155,052)
Total Budget Expenditures	100%	\$123,280,784	\$124,284,060	\$1,003,276

General Fund - Fund Balance			
Fund Balance	Budget 2020-2021	Proposed Budget 2021-2022	Increase/ (Decrease) from Prior Year
Revenues	\$112,446,109	\$113,846,863	\$1,400,754
Expenditures	\$123,280,784	\$124,284,060	\$1,003,276
Fund Balance	(\$10,834,676)	(\$10,437,198)	\$397,478

DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA DOCUMENT

Meeting Date: August 30, 2021

Item Title: Adoption of the 2021-2022 Budget

Agenda Item: Ryan Boone

Background Information:

- Administration has presented the proposed budget for the 2021-2022 school year.
- The Board of Trustees have had an opportunity to hear and consider public input.
- After discussion of the presentation and citizen input, action is requested to approve the 2021-2022 budget.

Recommendation:

The Superintendent, Deputy Superintendent for Business and Operations, Executive Director of Business Operations and Executive Director of Payroll recommend approval of the 2021-2022 budget as presented. .

Action Item: X Yes No

Motion made by _____ **seconded by** _____ **vote** _____

**DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA DOCUMENT**

Meeting Date: August 30, 2021

Item Title: Tax Rate Hearing and Citizens Input on Ordinance for Adopting a Tax Rate for 2021 (2021-2022 Budget)

Agenda Item: Carla Voelkel

Background Information:

The Administration will present information regarding the proposed tax rate.

The Board will hear from those in the audience who have signed the roster to address the board regarding the 2021-2022 Ordinance for Adopting a Tax Rate for 2021 this evening. The sign-in sheet for participation by patrons is provided at the board room entrance. The Board President or Secretary will ask the individuals to speak in the order in which they signed. Each will be limited to no more than three minutes.

PUBLIC HEARING
ADOPTION OF A TAX RATE FOR 2021
AUGUST 30, 2021 - 6:30 p.m.
(following the Budget Adoption)
Dickinson Educational Support Center
2218 FM 517 - Dickinson, Texas

Individuals wishing to address the Board regarding the proposed tax rate will be heard in the order in which they sign. Each will be limited to no more than three minutes. Thank you.

Please Sign In Below:

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DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA DOCUMENT

Meeting Date: August 30, 2021
Item Title: Approve Resolution for Adopting 2021 Tax Rate
Agenda Item: Ryan Boone

Background Information:

Attached is the Notice of Public Meeting to Discuss Budget and Proposed Tax Rate and it was published in the Galveston County Newspaper. See attached notice.

An Ordinance for Adopting the 2021 Tax Rate is attached. The 2021 Tax Rate will be as follows:

M&O Tax Rate	<u>\$.872/\$100</u>
I&S Tax Rate	<u>\$0.44/\$100</u>
Total Tax Rate	\$1.312/\$100

Recommendation:

The Superintendent and Deputy Superintendent for Business and Operations recommend approval of the 2021 M&O tax rate of \$.872 and I&S tax rate of \$.44 for a total tax rate of \$1.312.

Action Item: X Yes No

Motion made by _____ **seconded by** _____ **vote** _____

Resolution of the Board to Set Tax Rate

Date: August 30, 2021

On this date, we, the Board of Trustees of the Dickinson School District, hereby levy or set the tax rate on \$100 valuation for the District for the tax year 2021-2022 at a total tax rate of \$1.312, to be assessed and collected by the duly specified assessor and collector as follows:

\$.872 for the purpose of maintenance and operations, and

\$.44 for the purpose of payment of principal and interest on debts.

Such taxes are to be assessed and collected by the tax officials designated by the District.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 5.58 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$55.80.

Adopted this 30th day of August, 2021, by the Board of Trustees.

President's signature

Secretary's signature

NOTICE OF PUBLIC MEETING TO DISCUSS BUDGET AND PROPOSED TAX RATE

The _____ *(name of school district)* will hold a public meeting at _____ *(time, date, year)* in _____ *(name of room, building, physical location)* _____ *(city, state)*.

The purpose of this meeting is to discuss the school district’s budget that will determine the tax rate that will be adopted. Public participation in the discussion is invited.

The tax rate that is ultimately adopted at this meeting or at a separate meeting at a later date may not exceed the proposed rate shown below unless the district publishes a revised notice containing the same information and comparisons set out below and holds another public meeting to discuss the revised notice.

Maintenance Tax \$ _____ / \$100 (Proposed rate for maintenance and operations)

School Debt Service Tax
Approved by Local Voters \$ _____ / \$100 (proposed rate to pay bonded indebtedness)

Comparison of Proposed Budget with Last Year’s Budget

The applicable percentage increase or decrease (or difference) in the amount budgeted in the preceding fiscal year and the amount budgeted for the fiscal year that begins during the current tax year is indicated for each of the following expenditure categories:

Maintenance and operations	_____ % increase	or	_____ % (decrease)
Debt service	_____ % increase	or	_____ % (decrease)
Total expenditures	_____ % increase	or	_____ % (decrease)

Total Appraised Value and Total Taxable Value (as calculated under Tax Code Section 26.04)

	Preceding Tax Year	Current Tax Year
Total appraised value* of all property	\$ _____	\$ _____
Total appraised value* of new property**	\$ _____	\$ _____
Total taxable value*** of all property	\$ _____	\$ _____
Total taxable value*** of new property**	\$ _____	\$ _____

* "Appraised value" is the amount shown on the appraisal roll and defined by Tax Code Section 1.04(8).

** "New property" is defined by Tax Code Section 26.012(17).

*** "Taxable value" is defined by Tax Code Section 1.04(10).

Bonded Indebtedness

Total amount of outstanding and unpaid bonded indebtedness* \$ _____

* Outstanding principal.

Comparison of Proposed Rates with Last Year's Rates

	<u>Maintenance & Operations</u>	<u>Interest & Sinking Fund*</u>	<u>Total</u>	<u>Local Revenue Per Student</u>	<u>State Revenue Per Student</u>
Last Year's Rate	\$	\$ *	\$	\$	\$
Rate to Maintain Same Level of Maintenance & Operations Revenue & Pay Debt Service	\$	\$ *	\$	\$	\$
Proposed Rate	\$	\$ *	\$	\$	\$

* The Interest & Sinking Fund tax revenue is used to pay for bonded indebtedness on construction, equipment, or both. The bonds, and the tax rate necessary to pay those bonds, were approved by the voters of this district.

Comparison of Proposed Levy with Last Year's Levy on Average Residence

	<u>Last Year</u>	<u>This Year</u>
Average Market Value of Residences	\$	\$
Average Taxable Value of Residences	\$	\$
Last Year's Rate Versus Proposed Rate per \$100 Value	\$	\$
Taxes Due on Average Residence	\$	\$
Increase (Decrease) in Taxes		\$

Under state law, the dollar amount of school taxes imposed on the residence homestead of a person 65 years of age or older or of the surviving spouse of such a person, if the surviving spouse was 55 years of age or older when the person died, may not be increased above the amount paid in the first year after the person turned 65, regardless of changes in tax rate or property value.

Notice of Voter-Approval Rate: The highest tax rate the district can adopt before requiring voter approval at an election is _____ (school voter-approval rate) _____. This election will be automatically held if the district adopts a rate in excess of the voter-approval rate of _____ (school voter-approval rate) _____.

Fund Balances

The following estimated balances will remain at the end of the current fiscal year and are not encumbered with or by a corresponding debt obligation, less estimated funds necessary for operating the district before receipt of the first state aid payment:

Maintenance and Operations Fund Balance(s)	\$
Interest & Sinking Fund Balance(s)	\$

A school district may not increase the district's maintenance and operations tax rate to create a surplus in maintenance and operations tax revenue for the purpose of paying the district's debt service.

DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA DOCUMENT

Meeting Date: August 30, 2021
Item Title: Final Budget Amendments for the 2021-2022 Budget
Agenda Item: Ryan Boone/Kelly Logsdon/Leslie Hudson

Background Information:

At the time of the agenda preparation, administration was finalizing amendments to the current fiscal year budget (2020-2021 budget). A list of amendments will be distributed at the meeting for the Board's consideration and approval.

Recommendation:

The Superintendent, Deputy Superintendent for Business and Operations, Executive Director of Business Services and Executive Director of Payroll recommend approving the final budget amendments for the 2020-2021 fiscal year.

Action Item: x Yes No

Motion made by _____ **seconded by** _____ **vote** _____

DICKINSON INDEPENDENT SCHOOL DISTRICT

EXECUTIVE BOARD AGENDA DOCUMENT

Meeting Date: August 30, 2021

Item Title: Executive Session

Agenda Item: President of the Board

The Board President will reconvene the Board to meet in Executive Session. If, during the course of the meeting covered by this Notice, the Board of Trustees should determine that a closed or executive meeting or session of the Board of Trustees is required, then such closed or executive meeting or session as authorized by **the Texas Open Meetings Act**, Texas Government Code **Section 551.001** et seq., will be held by the School Board at the date, hour, and place given in this Notice or as soon after the commencement of the meeting covered by this Notice as the School Board may conveniently meet in such closed or executive meeting or session concerning any and all purposes permitted by the Act, including but not limited to the following section(s) and purpose(s): Texas Government Code **Section 551.071** - Consultation with District's attorney regarding potential claim to be asserted by the District and concerning matters on which the attorney's duty to the District under the Texas Disciplinary Rules of Professional Conduct clearly conflicts with the Texas Open Meetings Laws; **Section 551.074** - for the purpose of considering the appointment, resignations, reassignment, evaluation, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against public officers or employees; **Section 551.082** school children; school district employees; disciplinary matter or complaint, and **Section 551.0821** for the purpose of considering a matter regarding a public school student where personally identifiable information about the student will necessarily be revealed by the deliberation.

Time To Executive Session: _____

Time Out of Executive Session: _____

DICKINSON INDEPENDENT SCHOOL DISTRICT

BOARD AGENDA DOCUMENT

Meeting Date: August 30, 2021

Item Title: Personnel Action

- Employment
- Resignations/Retirement

Agenda Item: Kimberly Rich

- We have seven (7) new hires
- We have seven (7) resignations: one (1) Bilingual Specialist at Education Services, two (2) Teachers at K.E. Little Elementary, one (1) Teacher at San Leon Elementary, one (1) Teacher at Dunbar Middle School, one (1) Teacher at DALC, and one (1) Speech Pathologist in Special Programs
- We have zero (0) retirements: one (1) Teacher at Dickinson High School
- We have zero (0) ineligible to hire.

Recommendation:

The Superintendent recommends the employment and ratification of the resignations/retirement of the above personnel.

Action Item: Yes No

Motion made by _____ **seconded by** _____ **vote** _____

DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA DOCUMENT

Meeting Date: August 30, 2021

Item Title: Consider Adoption of Resolution with City of Dickinson and Galveston County and Conveyance of Easement

Agenda Item: Ryan Boone

Background Information:

Consider adoption of resolution authorizing Interlocal agreement with City of Dickinson and Galveston County and related conveyance of easement of district-owned land near Sam Vitanza Stadium and Barber Middle School to the City for drainage improvement projects and delegate authority to the Superintendent related to the Interlocal Agreement and Easement.

Recommendation:

The Superintendent and Deputy Superintendent for Business and Operations recommend approval.

Action Item: X Yes No

Motion made by _____ **seconded by** _____ **vote** _____

**RESOLUTION OF THE BOARD OF TRUSTEES OF
DICKINSON INDEPENDENT SCHOOL DISTRICT FOR THE
CONVEYANCE OF A DRAINAGE AND DETENTION EASEMENT
TO THE CITY OF DICKINSON, TEXAS**

The Board of Trustees (“Board”) of Dickinson Independent School District (“District”) hereby makes the following findings in connection with that certain District-owned real property being approximately 100.71 acres, more or less, located north of Sam Vitanza Stadium and that certain District-owned real property being approximately 23.37 acres, more or less, known as the Barber Middle School campus (collectively, “Property”).

1. The City of Dickinson (“City”), being a political subdivision of the State of Texas, desires to complete a series of drainage improvement projects (“Improvement Projects”) in the City limits, with such Improvement Projects located in the areas depicted in the attached Exhibit A (“Improvement Zone”), as further described in the proposed Interlocal Agreement attached hereto as Exhibit B (“Interlocal Agreement”).

2. The Improvement Projects will serve a public purpose by providing reduction in the 100-year floodplain elevation, and benefit the District, as well as residents of the City and Galveston County (“County”).

3. The District and the County own land, including portions of the Property, within the Improvement Zone, and the City has requested that the District and the County enter into the Interlocal Agreement with the City, pursuant to which the District and the County will each provide the right, privilege, and license (“Easement”) for the City to use portions of such land, including certain portions of the Property as depicted in Exhibit A (“Easement Areas”), for purposes of the Improvement Projects.

4. The Easement Areas are not currently or foreseeably necessary for the construction of facilities to meet the needs of the District for educational purposes, and the Improvement Projects will benefit the Property and other District-owned property in the vicinity of the Improvement Zone.

5. Under Section 272.001(1) of the Texas Local Government Code (“Section 272.001(1)”), the District is authorized to donate or sell for less than fair market value a designated parcel of land or an interest in real property to another political subdivision if: (i) the land or interest will be used by the political subdivision to which it is donated or sold in carrying out a purpose that benefits the public interest of the donating or selling political subdivision; (ii) the donation or sale of the land or interest is made under terms that effect and maintain the public purpose for which the donation or sale is made; and (iii) the title and right to possession of the land or interest revert to the donating or selling political subdivision if the acquiring political subdivision ceases to use the land or interest in carrying out the public purpose.

6. As set forth in Section 272.001(l), the notice and bidding requirements of Section 272.001(a) of the Texas Local Government Code do not apply to a donation or sale made under Section 272.001(l).

7. The Board has evaluated the City's request and has determined that: (i) the Easement Areas will be used by the City in carrying out a purpose that benefits the public interest of the District; (ii) the value of the benefit to the District of the City constructing, operating, and maintaining the Improvement Projects, at no cost to the District, is equal to or greater than the value of the Easement in the Easement Areas to be conveyed to the City for purposes of the Improvement Projects.

8. Based on the foregoing, the Board has determined that the District should enter into the Interlocal Agreement and that, pursuant to Section 272.001(l), an Easement in the Easement Areas should be conveyed to the City for purposes of the Improvement Projects in accordance with the Interlocal Agreement.

THEREFORE, BE IT RESOLVED, that:

(1) the foregoing findings and recitals are hereby found to be true and correct and are hereby approved and adopted;

(2) the Board hereby authorizes the Interlocal Agreement and delegates authority to the Dickinson Independent School District Superintendent or her designee to take any and all action with respect to the Interlocal Agreement, including, but not limited to, executing, amending, renewing, and/or terminating the Interlocal Agreement;

(3) the Board hereby further authorizes the conveyance of an Easement in the Easement Areas to the City for purposes of the Improvement Projects in accordance with Section 272.001(l), the Interlocal Agreement, and this Resolution, and delegates authority to the Dickinson Independent School District Superintendent or her designee to take any and all action with respect to such conveyance, including, but not limited to, approving the final size and configuration of the Easement Areas and negotiating and finalizing an easement agreement with the City to effectuate the conveyance in accordance with Section 272.001(l), the Interlocal Agreement, and this Resolution ("Easement Agreement"), subject to legal review; and

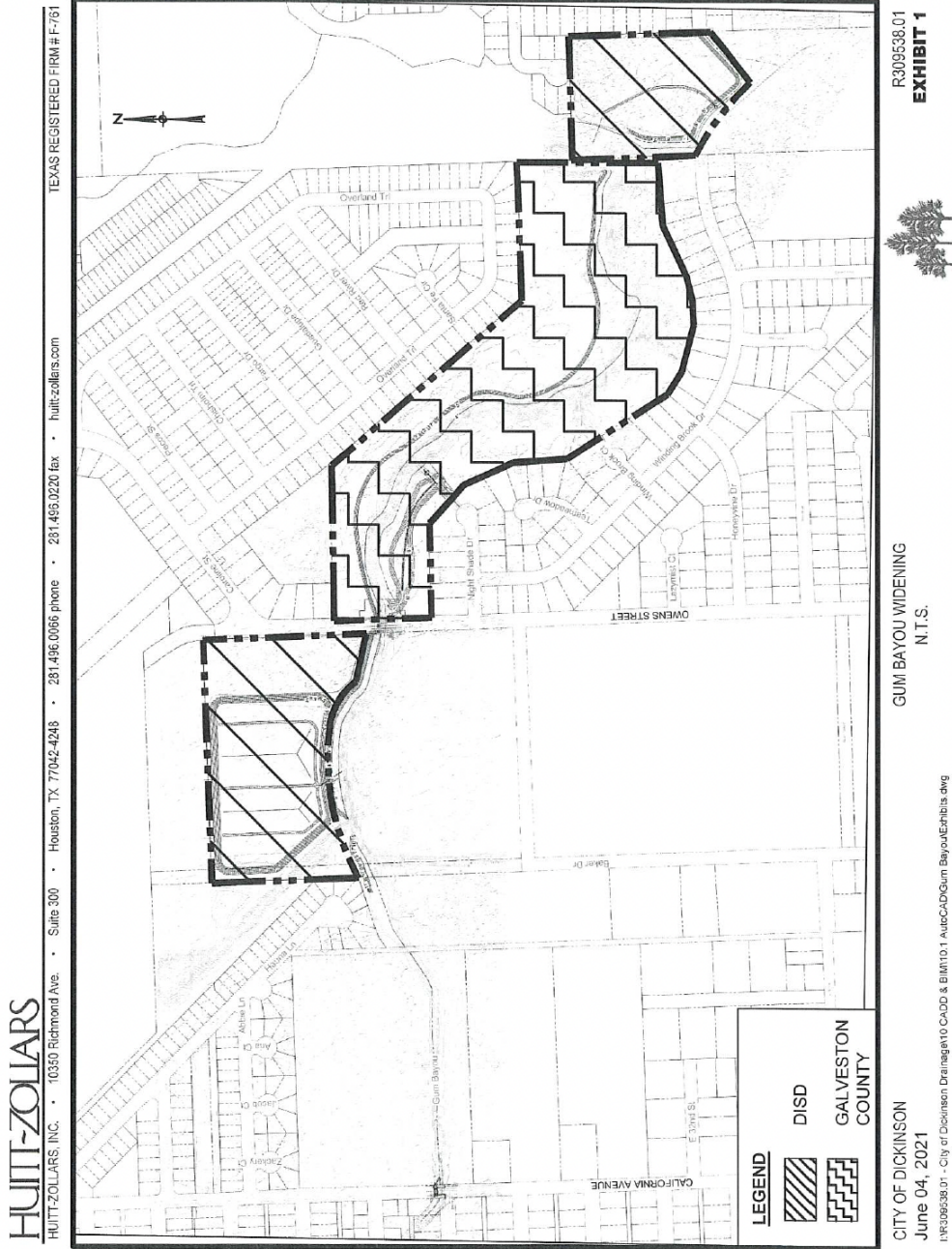
(4) the Board hereby further authorizes the President of the Board of Trustees to execute the Easement Agreement and any other documents as necessary to consummate the conveyance of the Easement in the Easement Areas to the City for purposes of the Improvement Projects in accordance with Section 272.001(l), the Interlocal Agreement, and this Resolution.

Passed the 30th day of August, 2021.

David Swartz
President, Board of Trustees
Dickinson Independent School District

Attest: _____
Vanessa Veasey
Secretary, Board of Trustees

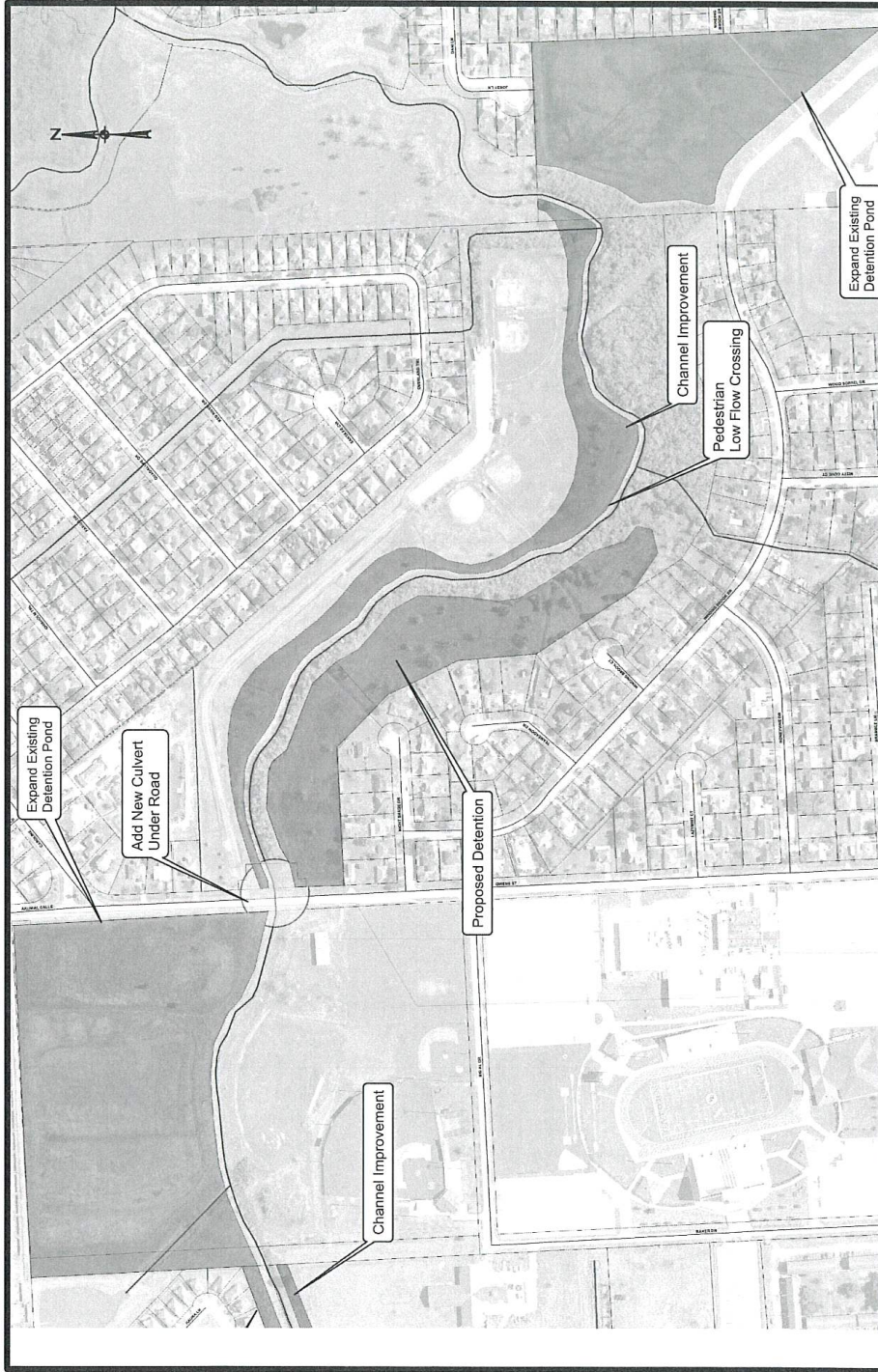
“EXHIBIT A”



HUITT-ZOLLARS

HUITT-ZOLLARS, INC. • 10350 Richmond Ave. • Suite 300 • Houston, TX 77042-4248 • 281.496.0066 phone • 281.496.0220 fax • huilt-zollars.com

TEXAS REGISTERED FIRM # F-761



CITY OF DICKINSON
June 04, 2021

I:\R309538.01 - City of Dickinson Drainage\10 CADD & BIM\10.1 AutoCAD\Gum Bayou\Exhibits.dwg

GUM BAYOU WIDENING
N.T.S.

R309538.01
EXHIBIT 2



HUITT-ZOLLARS

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TEXAS REGISTERED FIRW # F-761



CITY OF DICKINSON
June 04, 2021

GUM BAYOU WIDENING
N.T.S.

I:\R309538.01 - City of Dickinson Drainage\10 CADD & BIM\10.1 AutoCAD\Gum Bayou\Exhibits.dwg



R309538.01
EXHIBIT 3

“EXHIBIT B”

INTERLOCAL AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into by and between the City of Dickinson, Texas (“Dickinson”), acting by and through its City Council, and Dickinson Independent School District (“DISD”), acting by and through its Board of Trustees, and Galveston County, Texas, (the “County”), acting by and through its Commissioners Court, (collectively, hereinafter sometimes referred to as "Party" or "Parties"). This Agreement is made pursuant to Chapter 791 of the Texas Government Code (“Act”).

RECITALS:

WHEREAS, Dickinson will complete a series of drainage improvement projects (the “Improvement Projects”) to increase the conveyance and storage capacity of the tributary to Gum Bayou located in Dickinson city limits; and

WHEREAS, the Improvement Projects include, but are not limited to, increasing the storage capacity of the tributary to Gum Bayou, expanding two (2) detention ponds, adding a new detention pond, adding two (2) new culverts at Owens Street and California Avenue, and making channel improvements; and

WHEREAS, such Improvement Projects cover approximately 6,300 linear feet and will begin along the south side of the tributary to Gum Bayou from the confluence to Gum Bayou upstream to approximately 400 feet west of the dead end on Baker Drive (the “Improvement Zone”); and

WHEREAS, DISD and the County own land included in the Improvement Zone and desire to provide access to Dickinson to complete the Improvement Projects; and

WHEREAS, the Parties believe that coordinating and completing the Improvement Projects will serve a public purpose by providing reduction in the 100-year floodplain elevation, and benefit DISD as well as residents of Dickinson and the County; and

WHEREAS, the Act authorizes local governmental entities such as Dickinson, DISD, and the County to enter into interlocal agreements for governmental functions and services as set forth in the Act.

NOW, THEREFORE, the Parties, in consideration of the mutual covenants and agreements herein contained, agree as follows:

**I.
INCORPORATION OF RECITALS**

The representations, covenants and recitations set forth in the foregoing recitals are

material to this Agreement and are incorporated into this Agreement.

II. DRAINAGE IMPROVEMENT PROJECTS

2.1. Location of the Project. The drainage improvement projects (“Improvement Projects”) cover approximately 6,300 linear feet and will begin along the south side of the tributary to Gum Bayou from the confluence to Gum Bayou upstream to approximately 400 feet west of the dead end on Baker Drive (the “Improvement Zone”) within the City limits of Dickinson, as shown on Exhibits 1, 2, and 3, attached hereto and incorporated herein.

2.2. Scope of the Improvements. The purpose of the Improvement Projects is to increase the conveyance and storage capacity of the tributary to Gum Bayou by excavating a bench on the south side of the channel to accommodate high flow events. The improvements will include:

- A. Clear and grub the Improvement Zone as needed, except that no trees in West Gum Bayou will be cleared;
- B. Excavate a new channel cross-section at as indicated in the “red” shaded area of Exhibit 2;
- C. Expand existing detention ponds at as indicated in the “blue” shaded area of Exhibit 2;
- D. Provide for additional detention using current detention basins on DISD lands west of Owens Street and North of Winding Brook Drive as indicated in the “blue” shaded area of Exhibit 2;
- E. Hydro-mulch seed disturbed areas in the Improvement Zone as needed;
- F. Adjust pipeline crossings as required; and
- G. Install additional culverts at Owens Street and California Avenue.

2.3. Preservation of County property use. The grade of the County’s land included in the Improvement Zone must accommodate the County’s existing zero-turn lawn mowers after improvements are completed. Also, any proposed modifications to County property must be sufficiently distant from the baseball fields to not interfere with their current use as a baseball field or pose a hazard to users of the park.

2.4. County Approval Required. The grade of County land included in the Improvement Zone and the boundaries of the Improvement Zone must be approved by the Galveston County Engineer prior to moving forward with the Improvement Projects. Prior to beginning construction, Dickinson shall submit a proposed map of affected County property to the County Engineer for approval. Then before commencing, Dickinson shall stake the boundaries of proposed modifications to County land on site and notify the County Engineer to perform an inspection and obtain the Engineer’s final approval.

III. OBLIGATIONS OF THE PARTIES

3.1. Dickinson. Dickinson will be solely responsible for taking all actions necessary to complete the Improvement Projects.

3.2. DISD. For the purpose of completing the Improvement Projects, DISD shall, by separate written agreement in form and substance reasonably acceptable to DISD and Dickinson (the "Easement Agreement"), grant Dickinson the non-exclusive right, privilege, and license to use property owned by DISD in the Improvement Zone, generally described and shown in Exhibit 1 attached hereto and made a part hereof by reference for all purposes (the "DISD Property"). In exchange for this right, the parties agree to the following terms:

- The Easement Agreement shall be made and entered into pursuant to Section 272.001(l) of the Texas Local Government Code.
- Dickinson shall obtain surveys of the DISD Property consisting of survey plats and metes and bounds legal descriptions of the DISD Property. Such surveys shall be approved in writing by DISD and attached to the Easement Agreement for purposes of defining the DISD Property.
- DISD shall have the right to review and approve any plans for the Improvement Projects affecting the DISD Property, such approval not to be unreasonably withheld, conditioned, or delayed; provided that Dickinson shall ensure that the design (e.g., slope) for any Improvement Projects located on the DISD Property will not pose a safety hazard or other risk to DISD personnel or contractors performing maintenance on the DISD Property.
- DISD will be responsible for maintaining (but not repairing, altering, or reconstructing) the current and expanded detention ponds/basins on the DISD Property upon completion of the Improvement Projects.
- DISD will be allowed to develop the existing undeveloped areas of Dickinson High School and Sport Complex located on Owens Drive, Barber Middle School located on FM 517, and the DISD Transportation Department site located on Video Street and to utilize the Improvement Projects for any and all current and future drainage and detention capacities and other requirements for or related to such sites and development, as the Improvement Projects will accommodate the additional development.
- From and after the effective date of this Agreement, any and all pending or subsequent Dickinson permitting fees that would otherwise be applicable to any construction and/or other improvements at any DISD school site or facility within Dickinson's jurisdiction shall be waived.

3.3. County. For the purpose of completing the Improvement Projects, County shall grant Dickinson the right, privilege, and license to use property owned by County in the Improvement Zone, described and shown in Exhibit 1 attached hereto and made a part hereof by reference for all purposes.

IV.

NO WAIVER OF IMMUNITY

No Party to this Agreement waives or relinquishes any immunity or defense on behalf of itself, its officers, employees, agents, and volunteers as a result of its execution of this Agreement and the performance of the covenants contained herein. Furthermore, no

provision in this Agreement prohibits any other Party from seeking financial aid or in-kind reimbursement from any state or federal agency or program.

**V.
NOTICE**

Any notice required to be given under this Agreement will be deemed received when sent by United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, by hand delivery or electronic or facsimile transmission confirmed by mailing written confirmation substantially the same time as such electronic or facsimile transmission, and addressed to the respective Party at the following address:

To Dickinson: City of Dickinson
 4403 Highway 3
 Dickinson, Texas 77539
 Attention: Theo Melancon, City Manager

To DISD: Dickinson Independent School District
 2218 FM 517 East
 Dickinson, Texas 77539
 Attention: _____

To County: Galveston County
 722 Moody Ave., 2nd Floor
 Galveston, Texas 77550
 Attention: County Judge

**VI.
MISC. TERMS**

6.1. The Parties will observe and comply with all applicable federal, state, and local laws, rules, ordinances, and regulations affecting the conduct of services provided and the performance of obligations undertaken by this Agreement. In case any one or more provisions contained in this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

6.2. This Agreement will be construed in a manner consistent with the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as it may hereafter be amended.

6.3. The Parties agree that, in performing the governmental functions contemplated in this Agreement or in paying for the performance of those governmental functions, each party will make that performance or those payments, if any, from current revenues legally available to that party and that the consideration contemplated in this Agreement fairly compensates each party for any services or functions performed by such party under this Agreement from current revenues legally available to that party.

6.4. All Parties recognize and agree that nothing herein shall be construed to create any rights in any third parties.

6.5. The rights and obligations of this Agreement shall not be signed without prior written consent of all Parties.

6.6. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any section, subsection, paragraph, sentence, clause, phrase, word, or portion of this Agreement is, for any reason, held invalid, unconstitutional, or otherwise unenforceable, by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

VII.
VENUE AND JURISDICTION

Mandatory and exclusive venue of any dispute between the Parties to this Agreement will be in a court of competent jurisdiction located in Galveston County, Texas.

VIII.
ENTIRE AGREEMENT

This Agreement represents the entire agreement among the Parties with respect to the subject matter covered by this Agreement. This Agreement may be amended by the mutual written agreement of the Parties.

IX.
AUTHORITY TO ENTER INTO AGREEMENT

Each Party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have the authorization to sign on behalf of their respective organizations.

This Agreement is hereby **EXECUTED** by the parties hereto in duplicate counterparts, each of which shall constitute an Original, to be effective as of the date of the latest signature below.

[signature page follows]

City of Dickinson, Texas

By: [Signature]

Title: City Manager

Date: 08/23/2021

Attest:
By: Kerilyn Basche

Title: City Secretary
Approved as to Form:

By: [Signature]
Title: City Attorney

Galveston County, Texas

By: _____

Title: _____

Date: _____

Attest:
By: _____

Title:

Approved as to Form:

By: _____

Title: County Attorney

Dickinson Independent School District

By: _____

Title: _____

Date: _____

Attest:
By: _____

Title:

SIGNED this ____ day of August 2021, but meant to be effective on July 15, 2021.

President, Dickinson ISD
Board of Trustees

Secretary, Dickinson ISD
Board of Trustees

Dickinson Independent School District

Certified Appraisers – 2021-2022

Dickinson High School

Dr. Billye Smith
Courtney Ramirez
Michelle Shoulders
Eric Anderson
Matthew Cooper
Kim Fouts
Cara Reyes
Valexis Rodriguez
Philip Salazar
Tara Shetler

DALC/DCC/Esmond

David McConnell
Rashad See

CAP

La Donna Pratt

McAdams Junior High

Jessica Rose
Sarah Evans
Qwinyette Cormier
Jaime Williams

Kranz Junior High

Kim Kelley
Laura Breaux
Brendan Fitzpatrick
Pat Spies

Dunbar Middle School

Temeka Brown
Jeremy Walker
Jillian Callaway

Barber Middle School

Lindsey Suarez
Melody Smith

Lobit Middle School

Terri Bruce
Meredith Antley

Bay Colony

Amy Smith
Julie O'Gea

Hughes Road

Kelly Colburn Jackson
Juliana Walker

K. E. Little

Brooke Newell
Hayde Lopez

Silbernagel

Leslie Burke
A. J. Lemmon

San Leon

Sherri Blackburn
Deanna Goodlet

Calder Road

Sophia Acevedo
Jennifer Heard

Lobit Elementary

Stephanie Williams
Martha White

ESC

Kathy Behrendsen
Dr. Leone Clark
Kimberly Davidson
Dr. Melissa Everett
Michael Herdman
Lisa Herrera
Chad Nuetzmann
Dr. Robert Pack
Laurie Rodriguez
Paul Trahan

* Carla Voelkel
* Robert Cobb
* Kimberly Rich

*Will not normally conduct classroom observations/appraisals.