



# Agenda of Regular Meeting

## The Board of Trustees Galveston Independent School District

A Regular Meeting of the Board of Trustees of Galveston Independent School District will be held January 18, 2023, beginning at 6:00 PM in the Lovenberg Administration Building, 3904 Avenue T, Galveston, TX 77550.

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

- 1) Call to order Open Session in the Board Room of the Lovenberg Administration Building, 3904 Avenue T, Galveston, Texas.
- 2) Pledge of Allegiance to the United States flag and the Texas flag.
- 3) Board Appreciation Month
- 4) Citizen's Request to Address the Board on Agenda and Non-Agenda Items. Please complete sign-up sheets available in the lobby prior to the start of the meeting.
- 5) The Board may recess into Closed Executive Session in the Library as permitted by the Texas Open Meeting Act Government Code Sections 551.071- 551.090 Subchapter D and E.

Should any final action, final decision, or final vote be required in the opinion of the School Board with regard to any matter considered in such closed meeting then the final action, final decision, or final vote shall be either:

A) in the open meeting covered by the Notice upon the reconvening of the public meeting;  
or

B) at a subsequent public meeting of the School Board upon notice thereof; as the School Board shall determine.

- A) Personnel
- B) Consultation with Attorney
- C) Real Property
- 6) Reestablish the open meeting of the Galveston ISD Board of Trustees.
- 7) Board President to Appoint Standing Committees.
- 8) District Reports
  - A) Board Committee Reports
    - 1) Curriculum Committee Chair- Ms. Ann Masel
    - 2) Facilities/Finance Committee Chair- Mr. Johnny Smecca
- 9) Financial Reports and Budget Update 4
- 10) CONSENT AGENDA - Action Items
  - A) Consider approval of the minutes from the December 14, 2022 Regular School Board Meeting. 26
  - B) Consider approval of personnel resignations and recommendations with contracts. 31
  - C) Discuss and consider approval of payment of attorney fees. 32

D) Discuss and consider approval of monthly Budget Amendments	33
E) Discuss and consider accepting donations in accordance with Board Policy CDC Local.	35
F) Discuss and consider the approval to apply for a grant to the Moody Foundation on behalf of Causeway Galveston for a term of 5 years in an amount not to exceed \$6,550,000.	38
G) Discuss and consider the approval to purchase four Quadruped robots from Toolkit Technologies using JET grant funds for an amount not to exceed \$115,000.	39
H) Discuss and consider the approval to purchase equipment and other materials used in robotics from Wenger Corporation using JET Grant funds for an amount not to exceed \$100,000.	42
I) Discuss and consider the approval to apply for the 21st Century Community Learning Centers (CCLC) grant, cycle 12, year 1 through TEA for a term of 5-years in an amount not to exceed \$1,700,000 per year.	47
J) The 2023-2024 budget calendar is attached for your review and approval	48
K) Discuss and Consider Approval of Purchase of 5 Weapons Detection Units	50
L) Discuss and consider approval of purchasing five Maintenance, Transportation, and Security vehicles using Bond 2022 funds, not to exceed \$213,401.00	57
M) Discuss and consider approval of proposed resolution authorizing bidding and sale of building located at 4221 Avenue N 1/2.	60
N) Discuss and consider approval of contract for Relocation Services (RFP # 2022-23-005) related to properties acquired for construction of new Ball High School in an amount not to exceed \$110,500.	62
O) Discuss and Consider Adoption of Board Resolution to reimburse the purchase of real property in relation to relocation services with Bond 2022 funds as applicable.	78
P) Discuss and consider approval of purchase and sale agreement to purchase real property needed for the New Ball High School	81
11) REGULAR AGENDA- Action Items	
A) Discuss and Consider Approval of a Construction Manager at Risk (RFP #2022-23-008) for Ball HS, the Ball HS Natatorium, and the Courville Press box based on selection criteria published by GISD.	130
12) Suggested Future Agenda Items	
13) COMMENTS FROM THE BOARD OF TRUSTEES	
Pursuant to Texas Government Code Section 551.0415, Trustees may report on any of the following items:	
1. Expressions of thanks, gratitude, and condolences	
2. Information regarding holiday schedules	
3. Honorary or salutary recognition of a public official, public employee, or other citizen	
4. Reminders regarding GISD events	
5. Reminders regarding community events	
6. Health and safety announcements	

#### 14) Adjournment

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

The notice for this meeting was posted in compliance with the Texas Open Meeting Act on \_\_\_\_\_, at \_\_\_\_\_ by \_\_\_\_\_ for the Board of Trustees.

Financial Reports – Executive Summary, Board Meeting 1/18/2023

The following reports representing period ending 12/31/2022, are attached for your review:

Report No. 1 – General Fund revenue collected through the period totals \$20,819,054 or 29.4% of projected collections. For the same period in FY 2021-2022, revenue totaled \$17,007,718 or 27.0% of budgeted collections. See attachment B.

Report No. 2 – General Fund expenditures through the period total \$21,556,013 or 18.2% of total projected expenditures. For the same period in FY 2021-2022, expenditures totaled \$22,659,374 or 21.7% of budgeted expenditures. See attachment C.

Report No. 3 – Cash and investment report. See attachment D.

Funds held by each financial institution at 12/31/2022 are as follows:

Moody Bank	\$ 7,713,406.94	Pledged securities \$17,900,000
Texas Class Investment Pool	\$92,478,618.15	N/A (Investment Pool)
Texas Range	\$ 11,910,460.15	N/A (Investment Pool)
Fidelity Investments	\$200,398,042.30	Treasury & Federal Agency Securities
Total	\$312,500,527.54	

Report No. 4 – Current ad valorem taxes, delinquent taxes, and penalties & interest collections through the period are as follows (See attachment E).

Fund	Budget	Amount Collected	% Collected
Maintenance & Operations	\$103,361,026	\$28,868,928	27.9%
Interest & Sinking (Debt Payment)	\$20,264,005	\$5,593,677	27.6%

For the same period in FY 2021-2022, collections were \$25,730,419 (28.5%) for M&O and \$2,372,915 (28.5%) for I&S.

Report No. 5 – 2022 Bond Construction Projects. See attachment F.

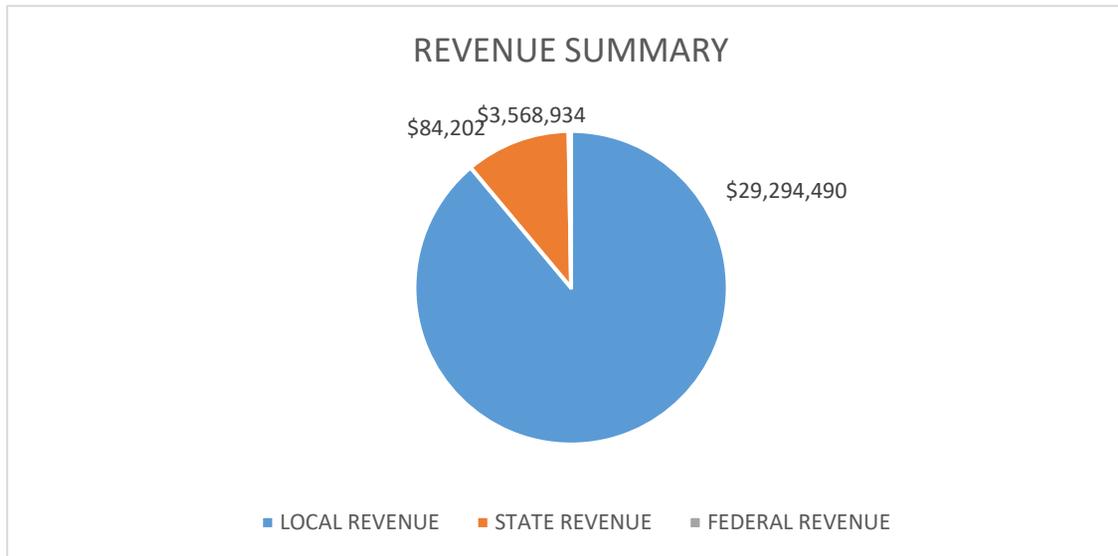
Report No. 6 – Vendors with aggregate purchases for FY 2022-2023 that exceed \$50,000. See attachment G.

Report No. 7 – Local vendor activity for FY 2022-2023 (zip codes 77550-77559). See attachment H.

Report No. 8 – Monthly Check Register. See attachment I.

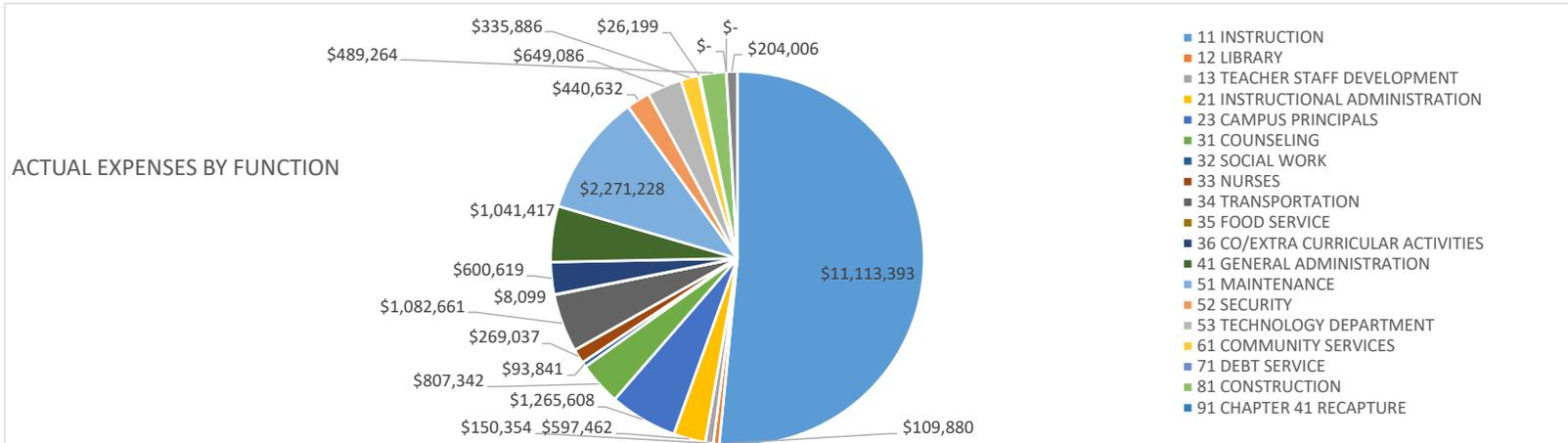
GALVESTON ISD  
GENERAL FUND REVENUES BY MAJOR OBJECT  
AS OF 12/31/2022

		2022-2023 Revised Budget	Monthly Receipts 12/31/2022	FYTD Activity 12/31/2022	2022-2023 FYTD (Under)/Over Budget
57--	LOCAL REVENUE	\$ 104,493,045	\$ 20,367,674	\$ 29,294,490	\$ (75,198,555)
58--	STATE REVENUE	\$ 5,810,475	\$ 399,825	\$ 3,568,934	\$ (2,241,541)
59--	FEDERAL REVENUE	\$ 1,974,360	\$ 36,036	\$ 84,202	\$ (1,890,158)
79--	TRANSFERS IN	\$ 2,873,820	\$ 15,519	\$ 15,519	\$ (2,858,301)
---		\$ 115,151,700	\$ 20,819,054	\$ 32,963,145	\$ (82,188,555)
	% COLLECTED	29.4%			



GALVESTON ISD  
GENERAL FUND EXPENDITURES BY FUNCTION  
AS OF 12/31/2022

FC	Function	Rev Bud December 2022-2023	FYTD Activity December 2022-2023	Encumbered December 2022-2023	Expenses + Encumbered	Unencumbered Balance December 2022-2023
11	INSTRUCTION	\$ 37,741,958	\$ 11,113,393	\$ 90,058	\$ 11,203,452	\$ (26,538,506)
12	LIBRARY	\$ 370,291	\$ 109,880	\$ 9,888	\$ 119,768	\$ (250,523)
13	TEACHER STAFF DEVELOPMENT	\$ 665,904	\$ 150,354	\$ 19,115	\$ 169,469	\$ (496,436)
21	INSTRUCTIONAL ADMINISTRATION	\$ 1,941,021	\$ 597,462	\$ 776	\$ 598,238	\$ (1,342,783)
23	CAMPUS PRINCIPALS	\$ 4,068,756	\$ 1,265,608	\$ 2,756	\$ 1,268,364	\$ (2,800,392)
31	COUNSELING	\$ 2,327,041	\$ 807,342	\$ 12,280	\$ 819,622	\$ (1,507,419)
32	SOCIAL WORK	\$ 295,476	\$ 93,841	\$ -	\$ 93,841	\$ (201,635)
33	NURSES	\$ 839,775	\$ 269,037	\$ 1,888	\$ 270,924	\$ (568,851)
34	TRANSPORTATION	\$ 3,398,437	\$ 1,082,661	\$ 317,129	\$ 1,399,790	\$ (1,998,647)
35	FOOD SERVICE	\$ -	\$ 8,099	\$ -	\$ 8,099	\$ 8,099
36	CO/EXTRA CURRICULAR ACTIVITIES	\$ 2,157,726	\$ 600,619	\$ 67,899	\$ 668,518	\$ (1,489,208)
41	GENERAL ADMINISTRATION	\$ 3,002,311	\$ 1,041,417	\$ 191,259	\$ 1,232,675	\$ (1,769,636)
51	MAINTENANCE	\$ 9,657,798	\$ 2,271,228	\$ 972,432	\$ 3,243,660	\$ (6,414,138)
52	SECURITY	\$ 1,285,025	\$ 440,632	\$ 10,026	\$ 450,658	\$ (834,367)
53	TECHNOLOGY DEPARTMENT	\$ 2,126,048	\$ 649,086	\$ 39,935	\$ 689,021	\$ (1,437,027)
61	COMMUNITY SERVICES	\$ 1,006,746	\$ 335,886	\$ 615,565	\$ 951,452	\$ (55,294)
71	DEBT SERVICE	\$ -	\$ 26,199	\$ 48,843	\$ 75,042	\$ 75,042
81	CONSTRUCTION	\$ 2,950,314	\$ 489,264	\$ 451,028	\$ 940,292	\$ (2,010,022)
91	CHAPTER 41 RECAPTURE	\$ 44,048,102	\$ -	\$ -	\$ -	\$ (44,048,102)
93	PMTS TO FISCAL AGENT/SSA	\$ 26,875	\$ -	\$ -	\$ -	\$ (26,875)
99	APPRAISAL DISTRICT FEES	\$ 817,000	\$ 204,006	\$ 612,018	\$ 816,024	\$ (976)
--	COLUMN TOTALS	\$ 118,726,604	\$ 21,556,013	\$ 3,462,894	\$ 25,018,907	\$ (93,707,697)
	EXPENDITURES AS A % OF BUDGET		18.2%		21.1%	





**Galveston ISD  
Portfolio Management  
Portfolio Summary  
December 31, 2022**

TCG Advisors, a HUB Intl Co  
900 S Capital of Texas Hwy  
350  
Austin, TX 78746  
(512)600-5200

<b>Investments</b>	<b>Par Value</b>	<b>Market Value</b>	<b>Book Value</b>	<b>% of Portfolio</b>	<b>Term</b>	<b>Days to Maturity</b>	<b>YTM 365 Equiv.</b>
Federal Agency Coupon Securities	39,745,000.00	38,315,460.40	38,503,156.14	12.29	567	471	4.379
Treasury Coupon Securities	132,023,000.00	127,886,484.92	128,394,374.66	40.98	616	520	4.274
Treasury Discounts -Amortizing	10,185,000.00	10,090,177.65	10,099,009.05	3.22	177	81	3.934
Municipal Bonds	24,160,000.00	23,191,579.60	23,277,236.43	7.43	646	551	4.399
Investment Pools	104,389,078.30	104,389,078.30	104,389,078.30	33.32	1	1	4.296
Bank Accounts	6,673,098.86	6,673,098.86	6,673,098.86	2.13	1	1	0.050
Money Market Accounts	1,954,647.81	1,954,647.81	1,954,647.81	0.62	1	1	1.988
	<b>319,129,824.97</b>	<b>312,500,527.54</b>	<b>313,290,601.25</b>	<b>100.00%</b>	<b>376</b>	<b>315</b>	<b>4.188</b>

<b>Investments</b>						
<b>Cash and Accrued Interest</b>						
Accrued Interest at Purchase		225,506.62	225,506.62			
Ending Accrued Interest		803,779.75	803,779.75			
Subtotal		1,029,286.37	1,029,286.37			
	<b>319,129,824.97</b>	<b>313,529,813.91</b>	<b>314,319,887.62</b>		<b>376</b>	<b>315</b>
<b>Total Cash and Investments Value</b>						<b>4.188</b>

<b>Total Earnings</b>	<b>December 31</b>	<b>Month Ending</b>	<b>Fiscal Year To Date</b>
Current Year		1,064,856.40	3,583,027.94
<b>Average Daily Balance</b>		<b>296,525,128.57</b>	<b>311,258,188.29</b>
<b>Effective Rate of Return</b>		<b>4.23%</b>	<b>3.44%</b>

The following reports are submitted in accordance with the Public funds Investment Act (Texas Gov't Code 2256). The reports also offer supplemental information not required by the Act in order to fully inform the governing body of the District of the position and activity within the District's portfolio of investments.

\_\_\_\_\_  
Jeff Martello, Director of Finance

\_\_\_\_\_  
Connie Morgenroth, Asst. Supt. of Bus. & Operations

Reporting period 12/01/2022-12/31/2022  
Data Updated: SET\_GALV: 01/06/2023 09:06  
Run Date: 01/06/2023 - 09:06



**Galveston ISD**  
**Fund GEN OP - General Operating**  
**Investments by Fund**  
**December 31, 2022**

TCG Advisors, a HUB Int'l Co  
 900 S Capital of Texas Hwy  
 350  
 Austin, TX 78746  
 (512)600-5200

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
<b>Investment Pools</b>										
TX GEN-0001	10237	Texas Class	09/01/2022	34,877,607.01	34,877,607.01	34,877,607.01	4.317	4.257	4.317	1
TX DLY 1227-02	10231	Texas Range	09/01/2022	10,979,532.01	10,979,532.01	10,979,532.01	4.130	4.073	4.130	1
		<b>Subtotal and Average</b>		<b>45,857,139.02</b>	<b>45,857,139.02</b>	<b>45,857,139.02</b>		<b>4.214</b>	<b>4.272</b>	<b>1</b>
<b>Bank Accounts</b>										
MB GEN 7601	10246	Moody Bank	09/01/2022	2,751,254.91	2,751,254.91	2,751,254.91	0.050	0.049	0.050	1
		<b>Subtotal and Average</b>		<b>2,751,254.91</b>	<b>2,751,254.91</b>	<b>2,751,254.91</b>		<b>0.049</b>	<b>0.050</b>	<b>1</b>
		<b>Total Investments and Average</b>		<b>48,608,393.93</b>	<b>48,608,393.93</b>	<b>48,608,393.93</b>		<b>3.978</b>	<b>4.033</b>	<b>1</b>

**Fund DS - Interest & Sinking  
Investments by Fund  
December 31, 2022**

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
<b>Investment Pools</b>										
TX DEBT-0002	10238	Texas Class	09/01/2022	8,067,054.86	8,067,054.86	8,067,054.86	4.317	4.257	4.317	1
TX DLY 1227-04	10232	Texas Range	09/01/2022	211,942.15	211,942.15	211,942.15	4.130	4.073	4.130	1
		<b>Subtotal and Average</b>		<b>8,278,997.01</b>	<b>8,278,997.01</b>	<b>8,278,997.01</b>		<b>4.253</b>	<b>4.312</b>	<b>1</b>
<b>Bank Accounts</b>										
MB DS 2049	10243	Moody Bank	09/01/2022	2,052,961.06	2,052,961.06	2,052,961.06	0.050	0.049	0.050	1
		<b>Subtotal and Average</b>		<b>2,052,961.06</b>	<b>2,052,961.06</b>	<b>2,052,961.06</b>		<b>0.049</b>	<b>0.050</b>	<b>1</b>
<b>Money Market Accounts</b>										
MB DS MM 7635	10244	Moody Bank	09/01/2022	1,040,308.08	1,040,308.08	1,040,308.08	0.300	0.300	0.304	1
		<b>Subtotal and Average</b>		<b>1,040,308.08</b>	<b>1,040,308.08</b>	<b>1,040,308.08</b>		<b>0.300</b>	<b>0.304</b>	<b>1</b>
		<b>Total Investments and Average</b>		<b>11,372,266.15</b>	<b>11,372,266.15</b>	<b>11,372,266.15</b>		<b>3.133</b>	<b>3.176</b>	<b>1</b>

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**Fund STUACT - Student Activity**  
**Investments by Fund**  
**December 31, 2022**

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
<b>Investment Pools</b>										
TX ACT-0004	10240	Texas Class	09/01/2022	416,676.00	416,676.00	416,676.00	4.317	4.257	4.317	1
			<b>Subtotal and Average</b>	416,676.00	416,676.00	416,676.00		4.258	4.317	1
<b>Bank Accounts</b>										
MB ACT 7627	10241	Moody Bank	09/01/2022	485,819.38	485,819.38	485,819.38	0.050	0.049	0.050	1
			<b>Subtotal and Average</b>	485,819.38	485,819.38	485,819.38		0.049	0.050	1
			<b>Total Investments and Average</b>	902,495.38	902,495.38	902,495.38		1.992	2.020	1

**Fund CN - Child Nutrition  
Investments by Fund  
December 31, 2022**

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date To Maturity
<b>Investment Pools</b>										
TX CNS-0005	10282	Texas Class	09/01/2022	2,126,172.18	2,126,172.18	2,126,172.18	4.317	4.257	4.317	1
TX DLY 1227-08	10235	Texas Range	09/01/2022	718,985.99	718,985.99	718,985.99	4.130	4.073	4.130	1
		<b>Subtotal and Average</b>		<b>2,845,158.17</b>	<b>2,845,158.17</b>	<b>2,845,158.17</b>		<b>4.211</b>	<b>4.270</b>	<b>1</b>
<b>Bank Accounts</b>										
MB CN 7619	10245	Moody Bank	09/01/2022	480,211.26	480,211.26	480,211.26	0.050	0.049	0.050	1
		<b>Subtotal and Average</b>		<b>480,211.26</b>	<b>480,211.26</b>	<b>480,211.26</b>		<b>0.049</b>	<b>0.050</b>	<b>1</b>
		<b>Total Investments and Average</b>		<b>3,325,369.43</b>	<b>3,325,369.43</b>	<b>3,325,369.43</b>		<b>3.670</b>	<b>3.660</b>	<b>1</b>

**Fund BD 2022 CONS FD - Bond 2022 Construction Fund**  
**Investments by Fund**  
**December 31, 2022**

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Maturity Days To
<b>Federal Agency Coupon Securities</b>											
3130ATBLO	10251	FHLB Note	09/26/2022	8,425,390.88	8,485,000.00	8,374,016.20	3.625	4.349	4.410	12/08/2023	341
3130ATBMB	10252	FHLB Note	09/26/2022	7,591,091.03	7,660,000.00	7,557,126.20	3.625	4.359	4.420	03/08/2024	432
3130AQ3F8	10261	FHLB Note	09/27/2022	14,103,609.63	15,000,000.00	14,034,750.00	1.150	4.349	4.410	12/10/2024	709
3137EAEV7	10262	FHLMC Note	09/27/2022	8,383,064.60	8,600,000.00	8,349,568.00	0.250	4.201	4.260	08/24/2023	235
<b>Subtotal and Average</b>				<b>38,503,158.14</b>	<b>39,745,000.00</b>	<b>38,315,460.40</b>		<b>4.318</b>	<b>4.379</b>		<b>470</b>

<b>Treasury Coupon Securities</b>											
91282CEK3	10255	US Treasury	09/26/2022	9,938,908.33	10,172,000.00	9,882,708.32	2.500	4.241	4.300	04/30/2024	485
91282CFG1	10256	US Treasury	09/26/2022	9,997,173.36	10,150,000.00	9,938,271.00	3.250	4.142	4.200	08/31/2024	608
912828WE6	10257	US Treasury	09/26/2022	9,936,086.69	10,056,000.00	9,886,712.26	2.750	4.132	4.190	11/15/2023	318
91282CDS7	10267	US Treasury	09/27/2022	7,044,029.80	7,500,000.00	7,018,650.00	1.125	4.231	4.290	01/15/2025	745
91282CEK5	10268	US Treasury	09/27/2022	9,959,837.90	10,150,000.00	9,907,009.00	3.000	4.250	4.310	06/30/2024	546
912828VB3	10269	US Treasury	09/27/2022	9,995,821.05	10,080,000.00	9,974,462.40	1.750	4.004	4.060	05/15/2023	134
912828ZV9	10270	US Treasury	09/27/2022	10,103,094.75	10,320,000.00	10,069,224.00	0.125	4.103	4.160	07/15/2023	195
9128283D0	10271	US Treasury	09/27/2022	9,944,997.26	10,300,000.00	9,882,841.00	2.250	4.181	4.240	10/31/2024	669
9128283Z1	10272	US Treasury	09/27/2022	10,014,162.21	10,330,000.00	9,981,362.50	2.750	4.191	4.250	02/28/2025	789
91282CDH1	10276	US Treasury	09/28/2022	9,030,747.93	9,650,000.00	9,006,924.00	0.750	4.320	4.380	11/15/2024	684
91282CED9	10277	US Treasury	09/28/2022	6,283,191.84	6,650,000.00	6,283,718.00	1.750	4.359	4.420	03/15/2025	804
91282CF44	10278	US Treasury	09/28/2022	9,988,934.83	10,200,000.00	9,948,978.00	3.000	4.320	4.380	07/31/2024	577
91282CFN6	10279	US Treasury	09/30/2022	2,161,321.37	2,163,000.00	2,151,925.44	4.250	4.241	4.300	09/30/2024	638
9128285Z9	10280	US Treasury	09/28/2022	6,567,522.34	6,700,000.00	6,541,679.00	2.500	4.339	4.400	01/31/2024	395
9128286G0	10281	US Treasury	09/28/2022	7,428,545.00	7,600,000.00	7,402,020.00	2.375	4.339	4.400	02/29/2024	424
<b>Subtotal and Average</b>				<b>128,394,374.86</b>	<b>132,023,000.00</b>	<b>127,886,484.92</b>		<b>4.216</b>	<b>4.274</b>		<b>519</b>

<b>Treasury Discounts -Amortizing</b>											
912796U31	10266	US Treasury	09/27/2022	10,099,009.05	10,185,000.00	10,090,177.65	3.753	3.880	3.933	03/23/2023	81
<b>Subtotal and Average</b>				<b>10,099,009.05</b>	<b>10,185,000.00</b>	<b>10,090,177.65</b>		<b>3.880</b>	<b>3.934</b>		<b>81</b>

<b>Municipal Bonds</b>											
010268C12	10250	Alabama Fed Aid Hwy Fin Auth	09/27/2022	5,034,798.99	5,350,000.00	5,015,036.50	0.689	4.359	4.420	09/01/2024	609
13063DLZ9	10260	California ST Var Purp GO Bds	09/28/2022	6,992,516.30	7,100,000.00	6,974,685.00	3.000	4.201	4.260	04/01/2024	456
42933SLP5	10254	Hidalgo Cnty Tex Drain Dist #1	09/27/2022	1,581,708.95	1,685,000.00	1,679,153.05	4.000	4.241	4.300	09/01/2023	243
64966QCA6	10264	NY NY GO Bds Fiscal 2020	09/28/2022	2,858,810.64	2,960,000.00	2,844,116.00	2.130	4.422	4.483	08/01/2024	578
64990FA96	10275	NY ST Dorm Auth ST	09/29/2022	3,769,068.67	4,065,000.00	3,745,369.05	1.062	4.527	4.590	03/15/2025	804
88213AHL2	10265	TX A&M Univ Rev Fin Sys Bds	09/28/2022	2,940,332.88	3,000,000.00	2,933,220.00	2.884	4.358	4.419	05/15/2024	500

**Fund BD 2022 CONS FD - Bond 2022 Construction Fund**  
**Investments by Fund**  
**December 31, 2022**

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
<b>Investment Pools</b>											
			<b>Subtotal and Average</b>	<b>23,277,236.43</b>	<b>24,160,000.00</b>	<b>23,191,579.60</b>		<b>4.338</b>	<b>4.389</b>		<b>550</b>
	TX BD 2022	Texas Class	09/01/2022	46,991,108.10	46,991,108.10	46,991,108.10	4.317	4.257	4.317		1
	TX DLY 1227-05	Texas Range	09/01/2022	0.00	0.00	0.00	2.430	2.396	2.430		1
			<b>Subtotal and Average</b>	<b>46,991,108.10</b>	<b>46,991,108.10</b>	<b>46,991,108.10</b>		<b>4.258</b>	<b>4.317</b>		<b>1</b>
<b>Bank Accounts</b>											
	MB BD CON 2022	Moody Bank	09/08/2022	822,143.31	822,143.31	822,143.31	0.050	0.049	0.050		1
			<b>Subtotal and Average</b>	<b>822,143.31</b>	<b>822,143.31</b>	<b>822,143.31</b>		<b>0.049</b>	<b>0.050</b>		<b>1</b>
<b>Money Market Accounts</b>											
	FID BOND MM	Fidelity Investments	09/22/2022	914,339.73	914,339.73	914,339.73	3.850	3.850	3.903		1
			<b>Subtotal and Average</b>	<b>914,339.73</b>	<b>914,339.73</b>	<b>914,339.73</b>		<b>3.850</b>	<b>3.903</b>		<b>1</b>
			<b>Total Investments and Average</b>	<b>249,001,367.42</b>	<b>254,840,591.14</b>	<b>249,211,293.71</b>		<b>4.222</b>	<b>4.281</b>		<b>395</b>

**Fund BD 2018 CONS FD - Bond 2018 Construction Fund**  
**Investments by Fund**  
**December 31, 2022**

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Per Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
<b>Bank Accounts</b>										
MIB BD CON 2056	10242	Moody Bank	09/01/2022	80,708.94	80,708.94	80,708.94	0.050	0.049	0.050	1
			Subtotal and Average	80,708.94	80,708.94	80,708.94		0.049	0.050	1
			Total Investments and Average	80,708.94	80,708.94	80,708.94		0.049	0.050	1



**Galveston ISD**  
**Summary by Type**  
**December 31, 2022**  
**Grouped by Fund**

TCG Advisors, a HUB Intl Co  
 900 S Capital of Texas Hwy  
 350  
 Austin, TX 78746  
 (512)600-5200

Security Type	Number of Investments	Par Value	Book Value	% of Portfolio	Average YTM 365	Average Days to Maturity
<b>Fund: Bond 2018 Construction Fund</b>						
Bank Accounts	1	80,708.94	80,708.94	0.03	0.050	1
<b>Subtotal</b>	<b>1</b>	<b>80,708.94</b>	<b>80,708.94</b>	<b>0.03</b>	<b>0.050</b>	<b>1</b>
<b>Fund: Bond 2022 Construction Fund</b>						
Federal Agency Coupon Securities	4	39,745,000.00	38,503,156.14	12.29	4.379	471
Money Market Accounts	1	914,339.73	914,339.73	0.29	3.903	1
Bank Accounts	1	822,143.31	822,143.31	0.26	0.050	1
Municipal Bonds	6	24,160,000.00	23,277,236.43	7.43	4.399	551
Investment Pools	2	46,991,108.10	46,991,108.10	15.00	4.317	1
Treasury Coupon Securities	15	132,023,000.00	128,394,374.66	40.98	4.274	520
Treasury Discounts - Amortizing	1	10,185,000.00	10,099,009.05	3.22	3.934	81
<b>Subtotal</b>	<b>30</b>	<b>254,840,591.14</b>	<b>249,001,367.42</b>	<b>79.47</b>	<b>4.281</b>	<b>386</b>
<b>Fund: Child Nutrition</b>						
Bank Accounts	1	480,211.26	480,211.26	0.15	0.050	1
Investment Pools	2	2,845,158.17	2,845,158.17	0.91	4.270	1
<b>Subtotal</b>	<b>3</b>	<b>3,325,369.43</b>	<b>3,325,369.43</b>	<b>1.06</b>	<b>3.660</b>	<b>1</b>
<b>Fund: Interest &amp; Sinking</b>						
Investment Pools	2	8,278,997.01	8,278,997.01	2.64	4.312	1
Bank Accounts	1	2,052,961.06	2,052,961.06	0.66	0.050	1
Money Market Accounts	1	1,040,308.08	1,040,308.08	0.33	0.304	1
<b>Subtotal</b>	<b>4</b>	<b>11,372,266.15</b>	<b>11,372,266.15</b>	<b>3.63</b>	<b>3.176</b>	<b>1</b>
<b>Fund: General Operating</b>						
Investment Pools	2	45,857,139.02	45,857,139.02	14.64	4.272	1
Bank Accounts	1	2,751,254.91	2,751,254.91	0.88	0.050	1
<b>Subtotal</b>	<b>3</b>	<b>48,608,393.93</b>	<b>48,608,393.93</b>	<b>15.52</b>	<b>4.033</b>	<b>1</b>
<b>Fund: Student Activity</b>						
Investment Pools	1	416,676.00	416,676.00	0.13	4.317	1





**Galveston ISD**  
**Accrued Interest**  
 Sorted by Fund - Maturity Date  
 December 1, 2022 - December 31, 2022

TCG Advisors, a HUB Int'l Co  
 900 S Capital of Texas Hwy  
 350  
 Austin, TX 78746  
 (512)600-5200

CUSIP	Investment #	Security Type	Par Value	Maturity Date	Current Rate	* Beginning Accrued Interest	Adjusted Acc'd Int. at Purchase During Period	Interest Earned	Interest Received	* Ending Accrued Interest
<b>Bond 2018 Construction Fund</b>										
MB BD CON 2056	10242	RR2	80,708.94		0.050	0.00	0.00	3.42	3.42	0.00
<b>Subtotal</b>			<b>80,708.94</b>			<b>0.00</b>	<b>0.00</b>	<b>3.42</b>	<b>3.42</b>	<b>0.00</b>
<b>Bond 2022 Construction Fund</b>										
TX BD 2022	10284	RRP	46,991,108.10		4.317	0.00	0.00	172,565.26	172,565.26	0.00
TX DLY 1227-05	10233	RRP	0.00		2.430	0.00	0.00	0.00	0.00	0.00
MB BD CON 2022	10287	RR2	822,143.31		0.050	0.00	0.00	52.61	52.61	0.00
FID BOND MM	10286	RR3	914,339.73		3.850	0.00	0.00	2,681.68	2,681.68	0.00
912796U31	10266	ATD	10,185,000.00	03/23/2023	3.753	0.00	0.00	0.00	0.00	0.00
912828VB3	10269	TRC	10,080,000.00	05/15/2023	1.750	7,796.69	0.00	15,106.07	0.00	22,902.76
912828ZV9	10270	TRC	10,320,000.00	07/15/2023	0.125	4,872.55	0.00	1,086.69	0.00	5,959.24
3137EAEV7	10262	FAC	8,600,000.00	08/24/2023	0.250	5,793.06	0.00	1,791.66	0.00	7,584.72
429335LP5	10254	MC1	1,685,000.00	09/01/2023	4.000	16,850.00	0.00	5,616.67	0.00	22,466.67
912828WE6	10257	TRC	10,058,000.00	11/15/2023	2.750	12,225.19	0.00	23,686.32	0.00	35,911.51
3130ATBLO	10251	FAC	8,485,000.00	12/08/2023	3.625	70,914.57	0.00	25,631.76	76,895.31	19,651.02
9128285Z9	10280	TRC	6,700,000.00	01/31/2024	2.500	55,985.05	0.00	14,110.06	0.00	70,095.11
3130ATBMB	10281	TRC	7,660,000.00	02/29/2024	2.375	45,872.93	0.00	15,457.18	0.00	61,330.11
13063DLZ9	10260	FAC	7,100,000.00	03/08/2024	3.625	64,019.51	0.00	23,139.59	0.00	87,159.10
9128286G0	10252	TRC	7,600,000.00	03/08/2024	3.000	35,500.00	0.00	17,750.00	0.00	53,250.00
88213AHL2	10255	TRC	10,172,000.00	04/30/2024	2.500	21,777.07	0.00	21,777.07	0.00	43,554.14
91282CEK3	10265	MC1	3,000,000.00	05/15/2024	2.884	47,105.33	0.00	7,210.00	0.00	54,315.33
91282CEX5	10268	TRC	10,150,000.00	06/30/2024	3.000	127,426.63	0.00	25,664.53	152,250.00	841.16
91282CF44	10278	TRC	10,200,000.00	07/31/2024	3.000	102,277.17	0.00	25,777.18	0.00	128,054.35
64966QCA6	10264	MC1	2,960,000.00	08/01/2024	2.130	21,016.00	0.00	5,254.00	0.00	26,270.00
91282CFG1	10256	TRC	10,150,000.00	08/31/2024	3.250	83,835.64	0.00	28,248.96	0.00	112,084.60
010268QL2	10250	MC1	5,350,000.00	09/01/2024	0.689	9,215.37	0.00	3,071.80	0.00	12,287.17
91282CFN6	10279	TRC	2,163,000.00	09/30/2024	4.250	15,657.98	0.00	7,828.99	0.00	23,486.97
9128283J0	10271	TRC	10,300,000.00	10/31/2024	2.250	19,845.99	0.00	19,846.00	0.00	39,691.99
91282CDH1	10276	TRC	9,650,000.00	11/15/2024	0.750	3,198.90	0.00	6,197.85	0.00	9,396.75
3130AQ3F8	10261	FAC	15,000,000.00	12/10/2024	1.150	81,937.50	0.00	14,375.00	86,250.00	10,062.50
91282CDS7	10267	TRC	7,500,000.00	01/15/2025	1.125	31,869.90	0.00	7,107.68	0.00	38,977.58
9128283Z1	10272	TRC	10,330,000.00	02/28/2025	2.750	72,195.86	0.00	24,326.86	0.00	96,522.72
91282CED9	10277	TRC	6,650,000.00	03/15/2025	1.750	24,753.80	0.00	9,965.81	0.00	34,719.61
64990FA95	10275	MC1	4,065,000.00	03/15/2025	1.062	9,113.73	0.00	3,597.53	0.00	12,711.26
<b>Subtotal</b>			<b>254,840,591.14</b>			<b>991,056.42</b>	<b>0.00</b>	<b>528,924.81</b>	<b>490,694.86</b>	<b>1,029,286.37</b>

\* Beginning Accrued may not include investments that redeemed in the previous month that had outstanding accrued interest. Ending Accrued includes outstanding purchase interest.

Portfolio GALV

Data Updated: SET\_GALV: 01/06/2023 09:06

Run Date: 01/06/2023 - 09:06

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 Report Ver.: 7.3.11

CUSIP	Investment #	Security Type	Par Value	Maturity Date	Current Rate	* Beginning Accrued Interest	Adjusted Acc'd Int. at Purchase During Period	Interest Earned	Interest Received	* Ending Accrued Interest
<b>Child Nutrition</b>										
TX CNS-0005	10282	RRP	2,126,172.18		4.317	0.00	0.00	8,063.42	8,063.42	0.00
TX DLY 1227-08	10235	RRP	718,985.99		4.130	0.00	0.00	2,516.07	2,516.07	0.00
MB CN 7619	10245	RR2	480,211.26		0.050	0.00	0.00	24.44	24.44	0.00
		Subtotal	3,325,369.43			0.00	0.00	10,603.93	10,603.93	0.00
<b>Interest &amp; Sinking</b>										
TX DEBT-0002	10238	RRP	8,067,054.86		4.317	0.00	0.00	21,100.73	21,100.73	0.00
TX DLY 1227-04	10232	RRP	211,942.15		4.130	0.00	0.00	741.68	741.68	0.00
MB DS 2049	10243	RR2	2,052,961.06		0.050	0.00	0.00	87.18	87.18	0.00
MB DS MM 7635	10244	RR3	1,040,308.08		0.300	0.00	0.00	265.00	265.00	0.00
		Subtotal	11,372,266.15			0.00	0.00	22,194.59	22,194.59	0.00
<b>General Operating</b>										
TX GEN-0001	10237	RRP	34,877,607.01		4.317	0.00	0.00	86,285.09	86,285.09	0.00
TX DLY 1227-02	10231	RRP	10,979,532.01		4.130	0.00	0.00	38,422.48	38,422.48	0.00
MB GEN 7601	10246	RR2	2,751,254.91		0.050	0.00	0.00	224.00	224.00	0.00
		Subtotal	48,608,393.93			0.00	0.00	124,931.57	124,931.57	0.00
<b>Student Activity</b>										
TX ACT-0004	10240	RRP	416,676.00		4.317	0.00	0.00	1,524.73	1,524.73	0.00
MB ACT 7627	10241	RR2	485,819.38		0.050	0.00	0.00	20.64	20.64	0.00
		Subtotal	902,495.38			0.00	0.00	1,545.37	1,545.37	0.00
		Total	319,129,824.97			891,056.42	0.00	689,203.89	649,973.74	1,029,286.37

\* Beginning Accrued may not include investments that redeemed in the previous month that had outstanding accrued interest. Ending Accrued includes outstanding purchase interest.

GALVESTON ISD  
TAX COLLECTIONS BY FUND  
AS OF 12/31/2022

FUND	FUND	OBJ	OBJ	Revised Budget 2022-2023	FYTD Activity 2022-2023	December 2022-2023 Monthly Activity	2022-23 FYTD (UNDER)/Over Budget
199	GENERAL FUND	5711	TAXES-CURRENT YEAR	\$ 100,452,652	\$ 27,939,589	\$ 20,001,083	\$ (72,513,063)
199	GENERAL FUND	5712	TAXES-DELINQUENT	\$ 1,858,374	\$ 718,029	\$ 176,983	\$ (1,140,345)
199	GENERAL FUND	5719	PENALTY/INT/OTHER TAX REVENUE	\$ 1,050,000	\$ 211,310	\$ 49,768	\$ (838,690)
FUND TOTAL				\$ 103,361,026	\$ 28,868,928	\$ 20,227,833	\$ (74,492,098)
YTD AS A % OF BUDGET				27.9%			

FUND	FUND	OBJ	OBJ	Revised Budget 2022-2023	FYTD Activity 2022-2023	December 2022-2023 Monthly Activity	2022-23 FYTD (UNDER)/Over Budget
599	DEBT SERVICE FUND	5711	TAXES-CURRENT YEAR	\$ 19,797,747	\$ 5,506,483	\$ 3,941,920	\$ (14,291,264)
599	DEBT SERVICE FUND	5712	TAXES-DELINQUENT	\$ 366,258	\$ 67,047	\$ 16,652	\$ (299,211)
599	DEBT SERVICE FUND	5719	PENALTY/INT/OTHER TAX REVENUE	\$ 100,000	\$ 20,147	\$ 4,738	\$ (79,853)
FUND TOTAL				\$ 20,264,005	\$ 5,593,677	\$ 3,963,310	\$ (14,670,328)
YTD AS A % OF BUDGET				27.6%			

**Galveston Independent School District  
Bond 2022 Construction Expenditures  
As of November 30, 2022**

<b>Bond Propositions</b>	<b>Voter Approved</b>		
	<b>May 7, 2022</b>	<b>Bond Sale #1</b>	<b>Authorized but</b>
	<b>Amount Authorized</b>	<b>August 30, 2022</b>	<b>Unissued</b>
<b>A</b> Ball HS	\$ 229,973,721	\$ 170,472,069	\$ 59,501,652
<b>A</b> Transportation	\$ 2,820,186	\$ 1,849,855	\$ 970,331
<b>A</b> Bond Resolutions	\$ 1,061,093	\$ 1,061,093	\$ -
<b>B</b> Natatorium at BHS	\$ 15,980,000	\$ 11,825,089	\$ 4,154,911
<b>C</b> MS Renovation at Central MS	\$ 8,513,236	\$ 8,513,236	\$ -
<b>C</b> MS Renovation at Weis	\$ 18,746,764	\$ 18,745,885	\$ 879
<b>C</b> MS Renovation at Austin MS	\$ 8,900,000	\$ 8,727,773	\$ 172,227
<b>D</b> Technology	\$ 4,535,000	\$ 4,535,000	\$ -
<b>E</b> Courville Stadium	\$ 24,270,000	\$ 24,270,000	\$ -
<b>TOTAL BOND AMOUNT</b>	<b>\$ 314,800,000</b>	<b>\$ 250,000,000</b>	<b>\$ 64,800,000</b>

*Propositions Sum of Ball HS and Natatorium* \$ 245,953,721

*These project budgets have been combined as they will be bid as one.*

*Project Expenditures not budgeted* \$ (300,229)  
*Bond Funds Interest Earned* \$ 892,284  
*Excess Interest Earned* \$ 592,055

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		<b>Bond 2022</b>				
<b>Description of Expenditure</b>	<b>Project Budget</b>	<b>FY 2022</b>	<b>FY 2023</b>	<b>Encumbrances</b>	<b>Balance</b>	
<b>Ball High School</b>	Construction	\$ 207,047,041	-		\$ 207,047,041	
	Architect Fees	10,869,914	162,960	2,278,215	8,428,739	
	Attorney Fees	-	19,244	66,120	(85,364)	
	Program Management Fees	-	66,064	20,776	(86,840)	
	Surveys, Testing and Reimb.	4,074,280	1,000	1,000	4,072,280	
	Furniture, Fixtures and Equipment	13,776,787	-		13,776,787	
	Technology	10,185,699	-		10,185,699	
	<b>TOTAL</b>	<b>\$ 245,953,721</b>	<b>\$ 249,268</b>	<b>\$ 2,366,111</b>	<b>\$ -</b>	<b>\$ 243,338,342</b>
<b>Transportation</b>	Buses (13 total - 10 remaining)	\$ 1,651,161	-	-	443,165	1,207,996
	White Fleet	862,259	-	-	-	862,259
	Police Vehicles	213,453	-	-	-	213,453

**Galveston Independent School District  
Bond 2022 Construction Expenditures  
As of November 30, 2022**

		<b>Bond 2022</b>				
<b>Description of Expenditure</b>	<b>Project Budget</b>	<b>FY 2022</b>	<b>FY 2023</b>	<b>Encumbrances</b>	<b>Balance</b>	
SMART-Tag Student Management Software	93,313	-	-	-	93,313	
<b>TOTAL</b>	<b>\$ 2,820,186</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 443,165</b>	<b>\$ 2,377,021</b>	
<b>Bond Resolutions</b>						
Capital Expenditures in FY 2022	<b>\$ 1,061,093</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,061,093</b>	
<b>Middle Schools</b>						
MS Renovation at Central MS	\$ 8,513,236	-	2,025	-	8,511,211	
MS Renovation at Weis	18,746,764	-	5,362	-	18,741,402	
MS Renovation at Austin MS	8,900,000	-	1,314	-	8,898,686	
<b>TOTAL</b>	<b>\$ 36,160,000</b>	<b>\$ -</b>	<b>\$ 8,701</b>	<b>\$ -</b>	<b>\$ 36,151,299</b>	
<b>Technology</b>						
Program Management Fees	\$ -		1,555		(1,555)	
Hardware and Infrastructure	\$ 792,000	-	75,924	-	716,076	
Classroom devices and audio	\$ 3,743,000	-	-	-	3,743,000	
<b>Technology</b>	<b>\$ 4,535,000</b>	<b>\$ -</b>	<b>\$ 77,479</b>	<b>\$ -</b>	<b>\$ 4,457,521</b>	
<b>Courville Stadium</b>						
Design and Construction	\$ 19,001,345	50,000	200,000	456,429	18,294,916 <sub>21</sub>	
Architect Fees	1,140,000				1,140,000	
Attorney Fees	-	4,185	310		(4,495)	
Program Management Fees	-		121,975		(121,975)	
Surveys, Testing and Reimb.	1,848,655				1,848,655	
Furniture, Fixtures and Equipment	1,330,000				1,330,000	
Technology	950,000				950,000	
<b>TOTAL</b>	<b>\$ 24,270,000</b>	<b>\$ 54,185</b>	<b>\$ 322,285</b>	<b>\$ 456,429</b>	<b>\$ 23,437,101</b>	
<b>GRAND TOTALS</b>	<b>\$ 314,800,000</b>	<b>\$ 303,453</b>	<b>\$ 2,774,576</b>	<b>\$ 899,594</b>	<b>\$ 310,822,377</b>	

01.18.2023 VENDOR TOTALS THAT EXCEED \$50K - ATTACHMENT G

VENDOR	AMOUNT
GLAZIER FOODS COMPANY	702,959.01
RELIANT ENERGY DEPT 0954	333,902.57
GALVESTON CENTRAL APPRAISAL DISTRICT	204,006.08
PETROLEUM TRADERS CORPORATION	164,052.78
SKYWARD, INC	163,666.00
CITY OF GALVESTON	144,900.24
CRESCENT ELECTRIC	137,332.14
LEARNING A-Z	85,937.00
FRONTLINE TECHNOLOGIES GROUP LLC	81,216.44
KICKSTART KIDS	70,000.00
THOMPSON & HORTON LP	65,824.53
CHALLENGE OFFICE PROD INC	64,644.78
COBURN SUPPLY CO	61,982.08
AMAZON CAPITAL SERVICES	57,373.66
THE ARTIST BOAT, INC.	57,240.00
IMAGINE LEARNING LLC	56,250.00
WEXFORD INC	55,000.00

01.18.2023 LOCAL VENDOR ACTIVITY FOR FY 2022-2023 - ATTACHMENT H

Full Name	Payments 2022	Zip
A B SIGN SHOP	742.01	77551
A. SMECCA INC	6,372.78	77550
ADRIANA RENDON	211.87	77550
ALERT ALARMS	2,140.00	77550
ALEX GAYTAN	600	77551
ANNA LEIGH SARGENT	1,500.00	77551
ANNA LIDDELL	95.63	77550
ARDEN CRAGAR	1,500.00	77550
ARIEL GOLAN	600	77551
BENJAMIN CHRISTOPHER WREN	600	77550
BENNETT FLORAL	66	77550
BEYOND TINT	400	77551
BRANDEE RIVERA	1,500.00	77551
BREEZEWAY CUSTOM SCREENPRINTIN	3,057.00	77551
BRYANNA KITCHEN	600	77551
CHALMERS HARDWARE & EMBROIDERY	2,846.94	77550
CHARTWELLS DINING SERVICES	3,266.52	77553
CITY OF GALVESTON	152,367.25	77553
CITY OF GALVESTON	1,000.00	77553
CLASSIC FORD GALVESTON	758.85	77554
CLAY CUP STUDIOS	225	77550
COMMUNITIES IN SCHOOLS GALVESTON CO	120,000.00	77553
CONNOR SETH JOHNSON	600	77550
COUNTY OF GALVESTON	4,268.63	77553
DAVID H JR O'NEAL	247.87	77550
DEBORAH DIANE RUSHING	1,500.00	77551
DERIC SMITH	100	77551
DILL, LISA	72.38	77550
DYLAN J FROST	500	77551
DYLAN MICHAEL ALFORD	600	77551
EDNA MARIE TOWNSEND	500	77551
EL NOPALITO RESTAURANT	2,900.00	77550
FAMILY SERVICE CENTER OF GALVESTON	161,635.74	77550
FAS TRAC JOB TRAINING CENTER	26,229.00	77551
FASTSIGNS OF GALVESTON	510.64	77551
FRANCES BUERGLER	1,500.00	77551
GABRIELLA MARTINEZ	500	77550
GALVESTON CHAMBER OF COMMERCE	7,425.00	77550-1501
GALVESTON COLLEGE	330,001.21	77550
GALVESTON COUNTY TAX-ASSESSOR	690.8	77550
GALVESTON ECONOMIC DEVELOPMENT PART	2,500.00	77553
GALVESTON ISD ADMIN PRINT SHOP	352.9	77550
GALVESTON ISD EDUCATIONAL FOUNDATIO	65.67	77550
GALVESTON RENTALS, INC	1,275.12	77554
GALVESTON VETERINARY CLINIC	527.84	77551
GALVESTONS OWN FARMERS MARKET	40,888.77	77553

01.18.2023 LOCAL VENDOR ACTIVITY FOR FY 2022-2023 - ATTACHMENT H

GISD CHILD NUTRITION	3,925.39	77550
GISD EDUCATIONAL FOUNDATION	11,930.13	77550
GRAND 1894 OPERA HOUSE	2,670.00	77550
HICKS CO, W U-HAUL	1,718.01	77554
IDEAL LUMBER CO	3,646.43	77552-0187
INDUSTRIAL MATERIAL CORP	66.9	77554
ISAAC ALEGRIA	500	77551
ISAIHAH ALEXANDER FLORES	500	77551
JA LYN DE SHA EDWARD	500	77550
JACE MOORE	200	77550
JAKIRRAH JENKINS	500	77550
JANIE PEREZ	100	77551
JAYDA GABRIELLE VASQUEZ	500	77551
JEFFREY POST	53.14	77550
JESSE PINTACUDA	233.5	77554
JOSE O GARCIA	81.94	77550
JOSHUA DALTON SHARP	600	77554
JULIE SCHMID	35,320.00	77554
KELLY BALDWIN SHAFFNER	1,500.00	77551
KELLY MOORE	603	77550
KELLY SCHWAB	1,500.00	77554
KIMBERLEE MARZA	1,500.00	77551
KIMBERLY KOVACEVICH	116.13	77550
KLEEN SUPPLY CO	35,273.23	77553
LEWIS PARKER	232.5	77550
LIBERTY REECE SNIDER	500	77550
LISA LELAND	180.69	77551
LISTER PLUMBING CO	8,633.00	77553
LORRAINE DOCHODA	49	77551
LUIS CASTILLO	200	77550
MAINLAND FLORAL CO J MAISEL'S	100	77550
MARIA GUADALUPE PADILLA	98.52	77550
MARIAH RAE ROBLES	500	77550
MARIO'S RISTORANTE	501.9	77551
MARTY'S CITY AUTO INC	1,174.00	77550
MARYANN ELISE GATELY	600	77551
MAYA AVILA-ROBBINS	200	77551
MELISSA LYN MORTON	92.15	77550
MELISSA RUTH DESKINS	9,795.00	77551
MICHELLE STEPHENSON	570	77554
MINUTEMAN PRINTING & GRAPHIC	643	77550
MOODY EARLY CHILDHOOD CENTER	407,318.57	77550
MOODY GARDEN CONVENTION CENTER AND	250	77554
MOODY GARDENS GOLF COURSE	13,805.50	77554
MOODY GARDENS INC	4,000.00	77554
NANCY HERNANDEZ	1,099.99	77551
OLIVIA SUE KELSO	1,500.00	77551

01.18.2023 LOCAL VENDOR ACTIVITY FOR FY 2022-2023 - ATTACHMENT H

PATRICK O'BRIEN	1,500.00	77550
RACHAEL LOCKHART	1,500.00	77551
REPUBLIC PARTS CO	5,497.31	77550
ROBERT LEE CHAMPS	600	77551
ROTARY CLUB OF GALVESTON ISLAND	285	77552
SARAH CONCHA	462.7	77550
SCOTTY'S OVERHEAD DOOR	2,309.00	77554
SHERWIN-WILLIAMS CO, THE	7,581.14	77551
SKYLER SALOIS	600	77554
SMART FAMILY LITERACY INC	6,955.00	77551
SOFIA GRASSO	500	77551
SOPHIA GARCIA	600	77551
STACY KAISER	1,500.00	77551
STEPHANIE EVERMAN	89.91	77550
STEWART'S PACKAGING INC	747.1	77550
SUNFLOWER BAKERY	160.72	77550
SWEETLY MUSICK	200	77551
TEEN HEALTH CENTER, INC	113,999.56	77553
THE ARTIST BOAT, INC.	60,314.75	77554
THE SPOT	30	77553
THERESA SUE PACKEBUSH	88.39	77550
THIRD COAST R & D, INC.	5,100.00	77550
TONY & BROS TOWING & REPAIR	2,100.00	77551
TONYIA DEWITT	1,500.00	77550
TOP GEAR	15,107.31	77551
TORNETTE BOOSTER CLUB	1,015.50	77551
TREASURE ISLAND TROPHIES	2,573.60	77551
US POSTAL SERVICE	1,722.00	77550-9998
VIKKI CURRY	502.95	77550
VILLAGE HARDWARE	2,788.51	77551
WEST ISLE URGENT CARE	7,751.00	77551
ZAHRAH EKTEFAEI	444	77550

# Action Sheet

**MEETING DATE:**

**January 18, 2023**

**AGENDA ITEM:**

Consider approval of the minutes from the Regular School Board Meeting on December 14, 2022.

**RECOMMENDATION:**

**I move that the Board of Trustees approve the minutes from the Regular School Board Meeting on December 14, 2022.**

  
\_\_\_\_\_  
Jerry Gibson  
Superintendent



## Minutes of Regular Meeting

### The Board of Trustees Galveston Independent School District

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A Regular Meeting of the Board of Trustees of Galveston Independent School District was held December 14, 2022, beginning at 6:00 PM in the Lovenberg Administration Building, 3904 Avenue T, Galveston, TX 77550.

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

—*All Board members in attendance.*

- 1) Public Hearing on GISD's School's FIRST Rating for FY 2021.—6:01 Report given by *Connie Morgenroth*
- 2) Call to order Open Session in the Board Room of the Lovenberg Administration Building, 3904 Avenue T, Galveston, Texas. —6:08 Led by *Betsy Aguilar from Weis middle school.*
- 3) Pledge of Allegiance to the United States flag and the Texas flag. —6:09 Led by *Betsy Aguilar from Weis middle school.*
- 4) Discuss and consider canvass of the December 6, 2022 School Trustee Runoff Election results for single-member District 7-G. —6:09 Results read by *Tony brown Ken Jencks received 88 votes, Mindy Lakin received 173votes.*
- 5) Administer Oath of Office to Single-Member District 2-B and 7-G. —6:11 Sworn in by *Justice of the Peace for Precinct 3, Billy Williams.*
- 6) Citizen's Request to Address the Board on Agenda and Non-Agenda Items. Please complete sign-up sheets available in the lobby prior to the start of the meeting. —6:15 —6:15 *Kenneth Simpson likes the new Ball high design and hopes that a track will be*  
—6:17 *Mary Castillo spoke about track.*  
—6:20 *Robert Quintero spoke about naming Tornado field after Roger Bo Quiroga.*  
—6:24 *Mary Patrick spoke about Kelley's Angels.*

*Item F from the consent agenda - Discuss and consider approval of the August 31, 2022, Annual Financial and Compliance Report – Pulled to out of order —6:26 Presented by Patrick Simmons from Whitley Penn. —6:36 Comment by Masel. Motion to approve by Masel. Second by Lakin. Approved unanimously.*

- 7) The Board may recess into Closed Executive Session in the Library as permitted by the Texas Open Meeting Act Government Code Sections 551.071- 551.090 Subchapter D and E. —6:38

Should any final action, final decision, or final vote be required in the opinion of the School Board with regard to any matter considered in such closed meeting then the final action, final decision, or final vote shall be either:

- A) in the open meeting covered by the Notice upon the reconvening of the public meeting;

or

B) at a subsequent public meeting of the School Board upon notice thereof; as the School Board shall determine.

- A) Personnel
- B) Consultation with Attorney
- C) Real Property

8) Reestablish the open meeting of the Galveston ISD Board of Trustees. –8:38

9) Discuss and consider reorganization of Officers of the GISD Board of Trustees. –8:38

*Nomination motion from Masel to keep the existing slate. Second by O’Neal. All in favor.*

10) District Reports –8:40

A) Board Committee Reports

1) Facilities/Finance Committee Chair- Mr. Johnny Smecca

11) Financial Reports and Budget Update –8:40 *Congratulations to Jeff Martello as the new CFO. Presented by Jeff Martello..*

12) Board President to Appoint Standing Committees. –8:59 *Deferred to January*

13) CONSENT AGENDA - Action Items –8:59 *Motion to approve remaining items (item F has already been voted on) by Jobe. Second by O’Neal. No discussion. Unanimous in favor.*

- A) Consider approval of the minutes from the Regular School Board Meeting on November 16, 2022 and the Special Meeting on December 7, 2022.
- B) Consider approval of personnel resignations and recommendations with contracts.
- C) Discuss and consider approval of payment of attorney fees.
- D) Consider approval of Budget Amendments (Under separate cover.)
- E) Discuss and consider accepting donations in accordance with Board Policy CDC Local.

*F) Discuss and consider approval of the August 31, 2022, Annual Financial and Compliance Report – Pulled and voted on before closed executive session —6:26*

G) Discuss and consider the approval to use Galveston Career Connect grant funds for tuition and expenses related to high school students attending Galveston College courses in an amount not to exceed \$200,000.

H) Discuss and Approve to Adopt a Board of Trustees Resolution to Consider the Designation of Galveston ISD as a District of Innovation

I) Discuss and consider the use of ESSER II, III funds to purchase Edgenuity on-line instruction for credit recovery and academic acceleration for Ball High School and AIM College and Career Prep for the amount of \$98,808.

J) Discuss and consider the approval to purchase laptops and docking stations for Weis Middle School using the School Action Fund grant in the amount of \$71,001.84.

K) Discuss and Consider Approval of Purchase of Laptop Computers using Emergency Connectivity Funds and ESSER 3 Federal Funds.

L) Discuss and Consider Ratification of Expenditure to Replace Sewer Lines at Courville Stadium using Bond 2022 Funds

M) Consider declaration of approximately 0.0257 acres adjacent to Avenue M ½ and 34th Street in Galveston County as surplus property and related actions to solicit offers

N) Discuss and consider approval of purchase and sale agreement to purchase real property needed for the New Ball High School

O) Discuss and consider approval of purchase and sale agreement to purchase real property needed for the New Ball High School

- P) Discuss and consider approval of purchase and sale agreement(s) to purchase real property needed for the new Ball High School (UNDER SEPARATE COVER)
- 14) REGULAR AGENDA- Action Items –9:00
- A) Discuss and consider approval of the naming of the baseball complex. –9:00 *Motion by Shae Jobe to name the baseball field “Roger Bo Quiroga baseball field”. Second by Smecca. Comments by the board. Unanimous in favor.*
- B) Consider termination of design build contract with Hellas related to the stadium press box and related actions. –9:03 *Motion by Jobe to terminate. Second by Masel. Discussion by the board. Unanimous in favor*
- C) Consider new Construction Delivery Method for the new Ball High School, Natatorium and Stadium Press Box and related actions –9:17 *Motion by Lakin as written. Second by Smecca. Discussion by the board. Ron Bailey and Manny Torres from PBK answered board questions. Continued discussion by the board. Motion passed 6-1. Beeton opposed. 9:55 Smecca left*
- D) Consider Approval of PBK Architect’s Fee Proposal for Stadium Press Box –9:55 *Motion by Jobe. Second by Masel. Motion passed 6-0. Smecca absent.*
- E) Discuss and consider directing the Superintendent to comply with the provisions of the Board Operating Procedures previously adopted by the Board. –9:55 *For items E and F, there will be a board training at the end of January. These items will not need to be taken up.*
- F) Review and discuss Board Operating Procedures and Code of Conduct for Board members as per policy.
- 15) Suggested Future Agenda Items –9:55  
*Brown: Consider a Middle School Component time line for a plan.*
- 16) COMMENTS FROM THE BOARD OF TRUSTEES –9:57  
*O’Neal praised the CMS Dancing Dolls and other dance groups who performed at Central last Friday night. Happy holidays. Jobe would like to thank PBK for working with the district. Merry Christmas and Happy New Year. Stay strong to the teachers. Masel wishes everyone Happy Holidays. Beeton wishes everyone Merry Christmas and Happy New Year and thanks to everyone for staying so late. Lakin wishes everyone Happy Holidays. Brown spoke about Pearl Harbor memorial program. MECC is having their Christmas program next Wednesday, December 21<sup>st</sup> from 10-11am. Happy holidays.*
- Pursuant to Texas Government Code Section 551.0415, Trustees may report on any of the following items:
1. Expressions of thanks, gratitude, and condolences
  2. Information regarding holiday schedules
  3. Honorary or salutary recognition of a public official, public employee, or other citizen
  4. Reminders regarding GISD events
  5. Reminders regarding community events
  6. Health and safety announcements
- 17) Adjournment –10:01

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

The notice for this meeting was posted in compliance with the Texas Open Meeting Act on \_\_\_\_\_, at \_\_\_\_\_ by \_\_\_\_\_ for the Board of Trustees.

# Action Sheet

**MEETING DATE:**

**January 18, 2023**

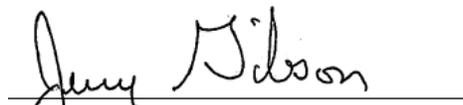
**AGENDA ITEM:**

Discuss and consider approval of personnel resignations and recommendations with contracts.

Under Separate Cover

**RECOMMENDATION:**

**I move that the Board of Trustees approve personnel resignations and recommendations with contracts.**

  
\_\_\_\_\_  
Jerry Gibson  
Superintendent

# Action Sheet

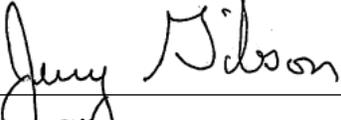
**MEETING DATE:** January 18, 2023

**AGENDA ITEM:** Discuss and consider approval of payment of attorney fees.

The Board has directed that attorney fees incurred by the district be brought for approval before payments are made. The district is in receipt of invoices from:

Thompson and Horton: \$16,302.60 January 12, 2023 for December

Invoice# 54486	\$1,007.50
Invoice# 54325	\$83.75
Invoice# 54324	\$232.50
Invoice# 54326	\$5,890.00
Invoice# 54425	\$3,797.60
Invoice# 54424	\$896.25
Invoice# 54423	\$326.25
Invoice# 54422	\$1,518.75
Invoice# 54426	\$1,627.50
Invoice# 54427	\$922.50

  
\_\_\_\_\_  
Jerry Gibson  
Superintendent

# Action Sheet

**MEETING DATE:**

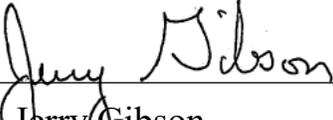
**January 18, 2023**

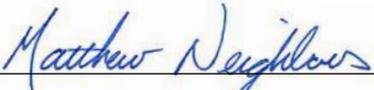
**AGENDA ITEM:**

Discuss and consider approval of monthly Budget Amendment (Under separate cover.)

**RECOMMENDATION:**

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

  
\_\_\_\_\_  
Dr. Jerry Gibson  
Superintendent

  
\_\_\_\_\_  
Matthew Neighbors  
Executive Director of Secondary Education

**GALVESTON Independent School District  
2022-2023 Proposed Budget Amendment  
January 2023**

	General Fund			Food Service Fund			Debt Service Fund		
	Beginning Budget	Amendments	Ending Budget	Beginning Budget	Amendments	Ending Budget	Beginning Budget	Amendments	Ending Budget
<b>Revenues</b>									
Local & Intermediate Sources	\$ 104,538,045	\$ -	\$ 104,538,045	\$ 508,507	\$ -	\$ 508,507	\$ 20,300,123	\$ -	\$ 20,300,123
State Program Revenues	\$ 5,810,475	\$ -	\$ 5,810,475	\$ 5,000	\$ -	\$ 5,000	\$ 44,877	\$ -	\$ 44,877
Federal Program Revenues	\$ 1,974,360	\$ -	\$ 1,974,360	\$ 4,828,571	\$ -	\$ 4,828,571	\$ -	\$ -	\$ -
Other Resources/ Operating Transfer In (ESSER II Grant)	\$ 2,873,820	\$ -	\$ 2,873,820	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 115,196,700</b>	<b>\$ -</b>	<b>\$ 115,196,700</b>	<b>\$ 5,342,078</b>	<b>\$ -</b>	<b>\$ 5,342,078</b>	<b>\$ 20,345,000</b>	<b>\$ -</b>	<b>\$ 20,345,000</b>

Function	General Fund			Food Service Fund			Debt Service Fund		
	Beginning Budget	Amendments	Ending Budget	Beginning Budget	Amendments	Ending Budget	Beginning Budget	Amendments	Ending Budget
11 Instruction	\$ 37,741,958		\$ 37,741,958						
12 Instructional Resources	\$ 370,291		\$ 370,291						
13 Curriculum & Inst Staff Dev	\$ 665,904	\$ 1,997	\$ 667,901						
21 Instructional Leadership	\$ 1,941,021	\$ 81,086	\$ 2,022,107						
23 School Leadership	\$ 4,136,036	\$ (312)	\$ 4,135,724						
31 Guidance/Counseling	\$ 2,327,041	\$ (2,000)	\$ 2,325,041						
32 Social Work Services	\$ 295,476		\$ 295,476						
33 Health Services	\$ 839,775		\$ 839,775						
34 Student Transportation	\$ 3,398,437		\$ 3,398,437						
35 Food Services	\$ -		\$ -	\$ 6,206,601		\$ 6,206,601			
36 Extracurricular Activities	\$ 2,167,726		\$ 2,167,726						
41 General Administration	\$ 3,047,311	\$ (1,685)	\$ 3,045,626						
51 Maintenance and Operations	\$ 9,647,798		\$ 9,647,798	\$ 521,000		\$ 521,000			
52 Security and Monitoring	\$ 1,285,025		\$ 1,285,025						
53 Data Processing Services	\$ 2,128,048		\$ 2,128,048						
61 Community Services	\$ 1,006,746		\$ 1,006,746						
71 Debt Service	\$ -		\$ -				\$ 19,718,592	\$ -	\$ 19,718,592
81 Construction	\$ 3,810,314		\$ 3,810,314						
91 Recapture Payment	\$ 44,048,102		\$ 44,048,102						
93 Shared Services	\$ 26,875		\$ 26,875						
99 Intergovernmental Charges	\$ 817,000		\$ 817,000						
<b>TOTAL</b>	<b>\$ 119,700,884</b>	<b>\$ 79,086</b>	<b>\$ 119,779,970</b>	<b>\$ 6,727,601</b>	<b>\$ -</b>	<b>\$ 6,727,601</b>	<b>\$ 19,718,592</b>	<b>\$ -</b>	<b>\$ 19,718,592</b>

**General Fund Budget**

<b>Function 11</b>	
<b>TOTAL \$</b>	<b>-</b>

<b>Function 13</b>	\$ 1,685	TF fr 41 for new teacher supplies
	\$ 172	TF fr 23 for TEPSA conference
	\$ 140	TF fr 23 for TEPSA conference
<b>TOTAL</b>	<b>\$ 1,997</b>	

<b>Function 21</b>	\$ 2,000	TF fr 31 for headphones
	\$ 68,724	Jet CTC Grant Mgmt Assistance
	\$ 10,362	Jet District Percentage
<b>TOTAL</b>	<b>\$ 81,086</b>	

<b>Function 23</b>	\$ (172)	TF to 13 for TEPSA conference
	\$ (140)	TF to 13 for TEPSA conference
<b>TOTAL \$</b>	<b>(312)</b>	

<b>Function 31</b>	\$ (2,000)	TF to 21 for headphones
<b>TOTAL</b>	<b>(2,000)</b>	

<b>Function 41</b>	\$ (1,685)	TF to 13 for new teacher supplies
<b>TOTAL</b>	<b>(1,685)</b>	

<b>Function 51</b>	
<b>TOTAL \$</b>	<b>-</b>

<b>Function 53</b>	
<b>TOTAL</b>	<b>\$ -</b>

<b>Function 81</b>	
<b>TOTAL</b>	<b>\$ -</b>

Signed: \_\_\_\_\_  
Board President

# Action Sheet

**MEETING DATE:**

**January 18, 2023**

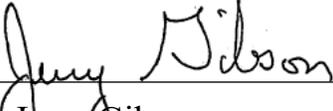
**AGENDA ITEM:**

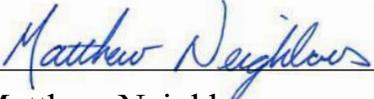
Discuss and consider approval of donations  
in accordance with Board Policy CDC Local

Under separate cover.

**RECOMMENDATION:**

I move that the Board accept the donations,  
as presented.

  
\_\_\_\_\_  
Dr. Jerry Gibson  
Superintendent

  
\_\_\_\_\_  
Matthew Neighbors  
Executive Director of Secondary Education



**Galveston Independent School District  
Donations/Gifts for December 2022**

In accordance with Board Policy CDC (Local), the Board of Trustees of Galveston Independent School District acknowledges and appreciates the following donations:

<b>Date</b>	<b>Recipient</b>	<b>Giver</b>	<b>Gift</b>
12/2021	Kelley's Angels	Jeff Martello	\$ 50.00
12/2021	Kelley's Angels	Stephanie Wilcox	\$ 100.00
1/9/2023	Ball HS	The Harry Morrow Little III Memorial Scholarship	<u>\$10,000.00</u>
		<b>Total</b>	<b>\$10,150.00</b>
12/2022	Kelley's Angels	Dr. Annette Scott	Gifts – 1 student
12/2022	Kelley's Angels	Cindy Ridens	Gifts – 1 student
12/2022	Kelley's Angels	Bridget Duran	Gifts – 1 student
12/2022	Kelley's Angels	The Clore Family (Lynn Clore)	Gifts – 2 students
12/2022	Kelley's Angels	GIA Insurance (Megan Mallory)	Gifts – 10 students
12/2022	Kelley's Angels	Misty Dawn Shannon	Gifts – 1 student
12/2022	Kelley's Angels	Sand n Sea Properties (Jodi Mannie)	Gifts – 25 students
12/2022	Kelley's Angels	Jerry & James Buckner	Gifts – 1 student
12/2022	Kelley's Angels	Scott & Nicole Sieffert	Gifts – 1 student
12/2022	Kelley's Angels	Serenity Dermatology (Dr. Bobbye Thompson)	Gifts – 4 students
12/2022	Kelley's Angels	The Vail Family (Laura Vail)	Gifts – 2 students
12/2022	Kelley's Angels	Paula Phelps	Gifts – 2 students
12/2022	Kelley's Angels	Marte Hersey & Mike Clark	Gifts – 5 students
12/2022	Kelley's Angels	Elizabeth Bennett	Gifts – 1 student
12/2022	Kelley's Angels	Alex Bennett & Dylan Rutherford	Gifts – 1 student
12/2022	Kelley's Angels	Cissy Matthews	Gifts – 1 student
12/2022	Kelley's Angels	Alabaster Snowball (Elves) – (Doreen Bridges)	Gifts – 4 students
12/2022	Kelley's Angels	3910 Enterprises (Rejone Edwards)	Gifts – 2 students
12/2022	Kelley's Angels	Jeri Jaquis Waddell	Gifts – 2 students
12/2022	Kelley's Angels	Diana and Kenneth Chide	Gifts – 1 student
12/2022	Kelley's Angels	Heather & Thomas Canak	Gifts – 1 student
12/2022	Kelley's Angels	Nadia Linic	Gifts – 1 student
12/2022	Kelley's Angels	The Kusnerik Family (Margie Kusnerik)	Gifts – 3 students
12/2022	Kelley's Angels	BHS Class of 1976 (Debra Liedy)	Gifts – 2 students
12/2022	Kelley's Angels	Jennifer & Mark Cooper	Gifts – 1 student

12/2022	Kelley's Angels	Elizabeth Protas	Gifts – 1 student
12/2022	Kelley's Angels	Kara Fisk	Gifts – 1 student
12/2022	Kelley's Angels	Gaido Real Estate Group (Kimberly Gaido)	Gifts – 2 students
12/2022	Kelley's Angels	Ben & Jerry's Ice Cream (Jennifer Hart)	Gifts – 1 student
12/2022	Kelley's Angels	GISD – Apex 3 Magnet Team (Jennifer Hart)	Gifts – 1 student
12/2022	Kelley's Angels	Brenda Ibarra	Gifts – 4 students
12/2022	Kelley's Angels	Catalina's Cocina (Catalina Galan)	Gifts – 4 students
12/2022	Kelley's Angels	Peggy Cornelius	Gifts – 6 students
12/2022	Kelley's Angels	Jacquelyn Grant	Gifts – 1 student
12/2022	Kelley's Angels	Explorama Day Care (Felicia Jackson)	Gifts – 3 students
12/2022	Kelley's Angels	Juanita Nolasco	Gifts – 1 student
12/2022	Kelley's Angels	Debra Kimmey	Gifts – 5 students
12/2022	Kelley's Angels	Fair Auto Deals (Hector & Natalie Ventura)	Gifts – 1 student
12/2022	Kelley's Angels	Ventura Auto Repair (Natalie & Sara Ventura)	Gifts – 1 student
12/2022	Kelley's Angels	Hwy 3 Tire Shop (Natalie & Joce Ventura)	Gifts – 1 student
12/2022	Kelley's Angels	Hector Ventura	Gifts – 1 student
12/2022	Kelley's Angels	Natalia Ventura	Gifts – 1 student
12/2022	Kelley's Angels	Sarai Ventura	Gifts – 1 student
12/2022	Kelley's Angels	Jocelyn Ventura	Gifts – 1 student
12/2022	Kelley's Angels	Deana Kaiser	Gifts – 2 students
12/2022	Kelley's Angels	GISD Special Education (Jessica Edwards)	Gifts – 2 students
12/2022	Kelley's Angels	Johnny Smecca/Galveston Restaurant Group	Gifts – 1 student
12/2022	Kelley's Angels	Cole Wallace (The Bin Store)	Gifts – 3 students
12/2022	Kelley's Angels	A1 All Around Concrete (Chloe Christensen)	Gifts – 2 students
12/2022	Kelley's Angels	HV Global (Mendy Warren)	Gifts – 13 students
12/2022	Kelley's Angels	Mary Patrick	Gift & Gift Cards
12/2022	Kelley's Angels	Delta Kappa Gamma	Gifts Cards & books for Book Bus
12/2022	Kelley's Angels	Trey Click	5 Bicycles
12/2022	Kelley's Angels	Jinny Gilliland	2 Bicycles
12/2022	Kelley's Angels	Norris Burkley Prof Svcs (Norris Burkley III)	5 Bicycles
12/2022	Kelley's Angels	Mt. Olive Missionalry Baptist Church	2 Bicycles
12/2022	Kelley's Angels	Mindy Lakin	3 Bicycles
12/2022	Kelley's Angels	AKA/Ivy Isle Foundation (Cheryl Callier)	Gifts – 6 students, volunteer Service, helmets and locks for all Elementary & Middle school students with bicycles

# Action Sheet

**MEETING DATE:**

**January 18, 2023**

**AGENDA ITEM:**

Discuss and consider the approval to apply for a grant to the Moody Foundation on behalf of Causeway Galveston for a term of 5 years in an amount not to exceed \$6,550,000.

Causeway Galveston, a partnership with Galveston ISD, UTMB, Teen Health and the Family Service Center, has been working collaboratively the last five years to provide social emotional learning and mental health services to GISD students. It is through this partnership and with the support of the Moody Foundation that Causeway Galveston strives to create a supportive culture that empowers youth to thrive in the community we share.

With the initial grant from the Moody Foundation ending this summer, Galveston ISD with the support of the grant partners seeks approval from the school board to apply for an additional five years of funding for mental health services for students. This additional five year term of the grant will allow Causeway Galveston to provide mental health services and also focus on alternative methods for creating a sustainable program in Galveston ISD.

**RECOMMENDATION:**

**I move that the board approve the submission of a grant to the Moody Foundation on behalf of Causeway Galveston for a term of 5 years in an amount not to exceed \$6,550,000.**

  
\_\_\_\_\_  
Jerry Gibson  
Superintendent

  
\_\_\_\_\_  
Annette Scott  
Assistant Superintendent  
Student Support

# Action Sheet

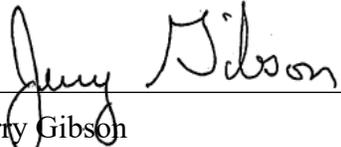
**MEETING DATE:** January 18, 2023

**AGENDA ITEM:** Discuss and consider the approval to purchase four Quadruped robots from Toolkit Technologies using JET grant funds for an amount not to exceed \$115,000.

Galveston ISD is requesting permission to purchase four quadruped robots from Toolkit Technologies using JET grant funds that were awarded to the district in the Fall of 2022. This equipment will assist with innovating the curriculum and provide a competitive edge to our robotics and engineering students as they graduate and attend a higher education institution and the workforce. Along with our purchase of these robots, Toolkit Technologies will provide the curriculum and training for the staff who will be using the equipment with the students.

Toolkit Technologies and the products are a part of the Region 11 purchasing cooperative contract #21-071-B. These purchases are in accordance with Galveston ISD's local purchasing policies.

**RECOMMENDATION:** I move that the board approve the purchase of four Quadruped robots from Toolkit Technologies using JET grant funds for an amount not to exceed \$115,000.

  
\_\_\_\_\_  
Jerry Gibson  
Superintendent

  
\_\_\_\_\_  
Annette Scott  
Assistant Superintendent Student Support

**Catherine Pickavance**  
 Robotics Director  
 Galveston ISD  
 4115 Avenue O, 77550  
[catherinepickavance@gisd.org](mailto:catherinepickavance@gisd.org)

**TOOLKIT**  
 Devan Gernert  
 (512)731-6664  
[devan.gernert@toolkittech.com](mailto:devan.gernert@toolkittech.com)

**Unitree**

Date December 21, 2022

**Project Description:**

TOOLKIT is proud to present pricing on our SES x Unitree Quadruped Robots for becoming a TX Regional Showcase Site. These industry-leading quadrupeds have been said to be the best Education/Training Quadruped for schools by Cornell University and include our one-of-a-kind SES curriculum package with professional development and commissioning on-site. These quadruped robots are made for the following applications, but capabilities and possibilities are endless. Applications:

- R&D
- Load transport
- Inspection
- Security
- Entertainment

**SES x Unitree Quadruped Robot Options**

Quantity	Product Name	Product Number	Unit Cost	Extended Cost
4	<b>Go1 AI EDU Pro - Quadruped Robot with Education Package   LIDAR and AI</b> <i>5kg payload quadruped robot with 1-hour battery life, 2 realtime operating systems, and 3 protection modes. 300mm x 620mm, External Power Supply: 5V, 12V, 19V</i> (4) Foot Pressure Support Sensors (2) HDMI External Interfaces, (2) Ethernet Ports, (4) USB 3.0 Ports Joint Torque: 33.5 NM (5 Sets) Super Sensory System   (4 Sets) Ultrasonic Sensor Processor: 1 Nano + (2Nano 2NX) Max Joint Velocity: 21 rad/s Outdoor Running Speed: max 3.3 m/s Quick Disassembly and Easy Maintenance Position, Speed, and Torque Commands for each motor Smart Camera (infrared stereo Depth Camera) 0.3 - 10m   2% error accuracy Supports Real-Time HD Videotransmission Vision-Based Autonomous Object Tracking, Confidence Display Vision-Based Autonomous Obstacle Avoidance   within 0.8m of visual range Real-Time API LiDAR 2D/3D "Human Side Follow" Feature Body Recognition Depth Perception C/C++ SDK 1-Year Education Warranty SES Premium Digital Curriculum and Customization Success Consulting Unlimited App License Includes all accessories   Robot, Controller, "Follow" Clip, Feet, etc Includes suitcase carrying case, and Extra Battery	SES-Go1EDU.AI	\$32,000.00	\$128,000.00
2	<b>Option: Remove LIDAR and AI Capabilities</b>	-Go1Down- SES-Go1CP	-\$7,000.00	-\$14,000.00
1	<b>Go1 PS EDU Pro - Quadruped Robot with Education Package   Python Scratch</b> <i>3kg payload quadruped robot with 1-hour battery life, 2 realtime operating systems, and 3 protection modes. 300mm x 620mm, External Power Supply: 5V, 12V, 19V</i> (4) Foot Pressure Support Sensors (2) HDMI External Interfaces, (2) Ethernet Ports, (4) USB 3.0 Ports Joint Torque: 33.5 NM (5 Sets) Super Sensory System   (3 Sets) Ultrasonic Sensor Processor: 4*1.43 Ghz 128 Core 0.5T Max Joint Velocity: 21 rad/s Outdoor Running Speed: max 3.3 m/s Quick Disassembly and Easy Maintenance Smart Camera (infrared stereo Depth Camera) 0.3 - 10m   2% error accuracy Supports Real-Time HD Videotransmission Vision-Based Autonomous Object Tracking, Confidence Display Vision-Based Autonomous Obstacle Avoidance   within 0.8m of visual range "Human Side Follow" Feature 1-Year Education Warranty	SES-Go1EDU.PS	\$15,000.00	Included



SES Premium Digital Curriculum and Customization Success Consulting  
 Unlimited App License  
 Includes all accessories | Robot, Controller, "Follow" Clip, Feet, etc  
 Includes suitcase carrying case, and Extra Battery



1	<b>On-Site Professional Development &amp; Training</b> 2-Day (unlimited instructors)	SES-PD-102	Included	Included
	<b>Showcase Site Features</b> SES Certified Regional Training at GISD facilities 1-3 times per school year Free accessory modules for High School AI robots (as developed) <i>Industrial Maintenance</i> <i>Law Enforcement/ROTC</i> <i>Search &amp; Rescue</i> Feature GISD on SES website SES to provide custom curriculum development			Included
	<b>Dual Credit Collaboration with local Community College</b> SES will work with GISD and GCC to design dual credit program that aligns SES curriculum with GCC course requirements SES will work with GCC to provide CEU & College Credit for teachers attend GISD Professional Development Workshops			Included
	<b>Competitions</b> SES, TOOLKIT Technologies will collaborate with GISD in designing a competition proposal through REC (Robotics Education Competitions) <i>Competitions will be hosted at GISD</i>			Included
	<b>Curriculum</b> Web based curriculum (unlimited seats) Unlimited Lifetime License with free updates for 5 years <i>Yearly updated curriculum after year 5 (unlimited seats)</i>		Included	Included
1	<b>TOOLKIT "Toolbox" Support Package</b> TOOLKIT 'White-Glove' Installation and Commissioning Lifetime Customer Support, Virtual and Onsite Dedicated TOOLKIT Representative Yearly Invitation Access to various TOOLKIT Workshops	TOOLKIT TSP		No Charge

*All prices quotes are valid for 180 Days.*  
*A 3% fee may apply for purchases made via credit card.*  
*FOB: Shipping*

Sub-Total	\$114,000.00
Freight	Included
Installation + Commissioning	Included
<b>Total</b>	<b>\$114,000.00</b>

**Purchasing Cooperatives**  
 TIPS Contract #210902  
 Central Texas Purchasing Alliance (CTPA) Contract #21-009  
 Region 1 Contract #000115  
 Region 5 Contract #2021402  
 Region 6 Contract #8.22  
 Region 7 Contract #VOCA2122  
 Region 8 Contract #210902  
 Region 11 Contract #21-071-B  
 Region 20 Contract #18030C

# Action Sheet

**MEETING DATE:** January 18, 2023

**AGENDA ITEM:** Discuss and consider the approval to purchase equipment and other materials used in robotics from Wenger Corporation using JET Grant funds for an amount not to exceed \$100,000.

To increase classroom learning, innovation and success, Galveston ISD will be purchasing risers, platforms, and additional equipment from the Wenger Corporation for the robotics program. This is made possible using JET grant funding from the Texas Workforce Commission that was awarded to Galveston ISD in the Fall of 2022.

The Wenger Corporation and the products are a part of the BuyBoard purchasing cooperative Bid #619-20. These purchases are in accordance with Galveston ISD's local purchasing policies.

**RECOMMENDATION:** **I move that the board approve the purchase of equipment and other materials used in robotics from Wenger Corporation using JET Grant funds for an amount not to exceed \$100,000.**

  
\_\_\_\_\_  
Jerry Gibson  
Superintendent

  
\_\_\_\_\_  
Annette Scott  
Assistant Superintendent Student Support

Wenger Corporation  
 555 Park Drive  
 Owatonna, MN 55060-4940  
 United States



Phone: 507-455-4100  
 Fax: 507-455-4258

**Quote Number: 3251001**  
 VRC Robotics Field Package

C O R P O R A T I O N  
**QUOTE**

Date: 09/07/2022  
 Page: 1 of 2  
 Cust #: 00067215

<p><b>Quote To:</b>          Catherine Pickavance          Ball High School          4115 Avenue O          Galveston TX 77550-6999          United States</p> <p><b>Phone:</b> (409) 766-5700  <b>Fax:</b> (409) 766-5766  <b>E-Mail:</b> catherinpickavance@gisd.org</p>	<p><b>Date:</b> 9/7/2022  <b>Expires:</b> 10/7/2022  <b>Reference:</b>  <b>Terms:</b> Net 30 Days  <b>Created By:</b> Jodi Tuthill</p> <p><b>Salesperson:</b> Tina Eisen  <b>Phone:</b> +1 (507) 774-8462  <b>E-Mail:</b> Tina.Eisen@wengercorp.com</p>
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**Quote Comments:**

\*\*\*\*\*  
 \* Wenger is an approved vendor for Music Equipment through BuyBoard. Items on this quotation are available on BuyBoard Bid #619-20. This contract is in effect through 8/31/2023.  
 \*\*\*\*\*

*Since the beginning of the pandemic, significant supply chain issues have been creating disruption across many industries globally. At Wenger Corporation, our purchasing team is working with our suppliers to mitigate the impact of the disruptions. Unfortunately, we are facing shortages in key areas such as steel, plastic and wood resulting in delays in meeting our customers' orders/timelines. Freight quoted is for a one time shipment. As a result, once orders are placed, delivery dates may change.*

*We apologize for any inconvenience this may cause. We value your business and thank you for your patience during these unusual circumstances.*

*Current estimated lead time: 4-6 weeks after receipt of order*

Line	PartNum/Description	Qty	USD
1.00	280A200.107 StageTek Rectangular Deck Cracked Ice 4'x6',Center Brace	48	EA
2.00	280B100.124 StageTek Fixed Leg 24" Elevation	192	EA
3.00	281A304 LEG STRAP,45",2 PK	48	EA
4.00	281A340 STAGETEK,CONNECT,2 LEG,RECT	48	EA
5.00	281A600 LEG STORAGE CLIP,4 PK	48	EA

Wenger Corporation  
 555 Park Drive  
 Owatonna, MN 55060-4940  
 United States



Phone: 507-455-4100  
 Fax: 507-455-4258

**Quote Number: 3251001**  
 VRC Robotics Field Package

C O R P O R A T I O N  
**QUOTE**

Date: 09/07/2022  
 Page: 2 of 2  
 Cust #: 00067215

6.00	281A100 StageTek 2-Step Stairway 16/24" With Rail	8 EA
7.00	113K001 Staging Universal Deck & Rail Cart	8 EA
8.00	Freight Freight Services	1 EA
9.00	Install Installation Services	1 EA

**INSTALLATION WITH INSIDE DELIVERY:**  
*This pricing includes complete delivery and installation, which includes unloading, assembling and removal of debris by Wenger-trained technicians, at non-prevailing, non-union wage rates, to 1st floor locations during regular business hours (7:00 am - 6:00 pm).  
 After hours installations and 2nd floor or greater locations will incur additional fees. Check with your representative for further details and updated pricing.*  
**NOTE:** *At time of order please provide COVID protocol requirements and any campus safety/security requirements and directions for compliance.*  
*If you are a tax-exempt organization and quote includes tax, please send a copy of your tax-exempt certificate and we will remove the sales tax. Thank you*  
*Notwithstanding anything to the contrary in this agreement, Wenger shall not be liable for delay or non-performance caused by any of the following circumstances when beyond its control: acts of God, explosions, riots, labor disputes (provided Wenger has exercised reasonable commercial efforts to avoid it), failures of utilities or public services, civil unrest, foreign or domestic governmental regulation or order, public health emergencies, natural disasters, cyber-attacks, wars, acts of foreign enemies, sabotage, or terrorism, including sub-supplier delays caused by any of the above provided the same are not caused or contributed to by the negligence or fault of Wenger ("Force Majeure").*

Total Net Price: \$63,267.59  
 Total Taxes \$0.00

**Quote Total \$63,267.59**



**MUSIC EDUCATION AND PERFORMING ARTS**

Owatonna Office: Phone 800.4WENGER (493-6437) Worldwide +1.507.455.4100 | Parts & Service 800.887.7145 | wengercorp.com | 555 Park Drive, PO Box 448 | Owatonna | MN 55060-0448  
 Syracuse Office: Phone 800.836.1885 Worldwide +1.315.451.3440 | jrclancy.com | 7041 Interstate Island Road | Syracuse | NY 13209-9713

**ATHLETICS** Phone 800.493.6437 | email gearboss@wengercorp.com | gearboss.com | 555 Park Drive, PO Box 448 | Owatonna | MN 55060-0448

Wenger Corporation  
 555 Park Drive  
 Owatonna, MN 55060-4940  
 United States



Phone: 507-455-4100  
 Fax: 507-455-4258

**Quote Number: 3251005**

IQ Competition Package

C O R P O R A T I O N

**QUOTE**

Date: 09/07/2022  
 Page: 1 of 2  
 Cust #: 00067215

<p><b>Quote To:</b>          Catherine Pickavance          Ball High School          4115 Avenue O          Galveston TX 77550-6999          United States</p> <p><b>Phone:</b> (409) 766-5700  <b>Fax:</b> (409) 766-5766  <b>E-Mail:</b> catherinpickavance@gisd.org</p>	<p><b>Date:</b> 9/7/2022  <b>Expires:</b> 10/7/2022  <b>Reference:</b>  <b>Terms:</b> Net 30 Days  <b>Created By:</b> Jodi Tuthill</p> <p><b>Salesperson:</b> Tina Eisen  <b>Phone:</b> +1 (507) 774-8462  <b>E-Mail:</b> Tina.Eisen@wengercorp.com</p>
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**Quote Comments:**

\*\*\*\*\*  
 \* Wenger is an approved vendor for Music Equipment through BuyBoard. Items on this quotation are available on BuyBoard Bid #619-20. This contract is in effect through 8/31/2023.  
 \*\*\*\*\*

*Since the beginning of the pandemic, significant supply chain issues have been creating disruption across many industries globally. At Wenger Corporation, our purchasing team is working with our suppliers to mitigate the impact of the disruptions. Unfortunately, we are facing shortages in key areas such as steel, plastic and wood resulting in delays in meeting our customers' orders/timelines. Freight quoted is for a one time shipment. As a result, once orders are placed, delivery dates may change.*

*We apologize for any inconvenience this may cause. We value your business and thank you for your patience during these unusual circumstances.*

*Current estimated lead time: 4-6 weeks after receipt of order*

Line	PartNum/Description	Qty	USD
1.00	280A200.107 StageTek Rectangular Deck Cracked Ice 4'x6',Center Brace	16	EA
2.00	280B100.124 StageTek Fixed Leg 24" Elevation	64	EA
3.00	281A304 LEG STRAP,45",2 PK	16	EA
4.00	281A340 STAGETEK,CONNECT,2 LEG,RECT	16	EA
5.00	281A600 LEG STORAGE CLIP,4 PK	16	EA

Wenger Corporation  
 555 Park Drive  
 Owatonna, MN 55060-4940  
 United States



Phone: 507-455-4100  
 Fax: 507-455-4258

**Quote Number: 3251005**

C O R P O R A T I O N  
**QUOTE**

Date: 09/07/2022  
 Page: 2 of 2  
 Cust #: 00067215

IQ Competition Package

6.00	281A100 StageTek 2-Step Stairway 16/24" With Rail	8 EA
7.00	113K001 Staging Universal Deck & Rail Cart	8 EA
8.00	Freight Freight Services	1 EA
9.00	Install Installation Services	1 EA

**INSTALLATION WITH INSIDE DELIVERY:**  
*This pricing includes complete delivery and installation, which includes unloading, assembling and removal of debris by Wenger-trained technicians, at non-prevailing, non-union wage rates, to 1st floor locations during regular business hours (7:00 am - 6:00 pm).  
 After hours installations and 2nd floor or greater locations will incur additional fees. Check with your representative for further details and updated pricing.*  
**NOTE:** *At time of order please provide COVID protocol requirements and any campus safety/security requirements and directions for compliance.*  
*If you are a tax-exempt organization and quote includes tax, please send a copy of your tax-exempt certificate and we will remove the sales tax. Thank you*  
*Notwithstanding anything to the contrary in this agreement, Wenger shall not be liable for delay or non-performance caused by any of the following circumstances when beyond its control: acts of God, explosions, riots, labor disputes (provided Wenger has exercised reasonable commercial efforts to avoid it), failures of utilities or public services, civil unrest, foreign or domestic governmental regulation or order, public health emergencies, natural disasters, cyber-attacks, wars, acts of foreign enemies, sabotage, or terrorism, including sub-supplier delays caused by any of the above provided the same are not caused or contributed to by the negligence or fault of Wenger ("Force Majeure").*

Total Net Price:	\$29,966.67
Total Taxes	\$0.00

<b>Quote Total</b>	<b>\$29,966.67</b>
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**MUSIC EDUCATION AND PERFORMING ARTS**

Owatonna Office: Phone 800.4WENGER (493-6437) Worldwide +1.507.455.4100 | Parts & Service 800.887.7145 | wengercorp.com | 555 Park Drive, PO Box 448 | Owatonna | MN 55060-0448  
 Syracuse Office: Phone 800.836.1885 Worldwide +1.315.451.3440 | jrclancy.com | 7041 Interstate Island Road | Syracuse | NY 13209-9713

**ATHLETICS** Phone 800.493.6437 | email gearboss@wengercorp.com | gearboss.com | 555 Park Drive, PO Box 448 | Owatonna | MN 55060-0448

# Action Sheet

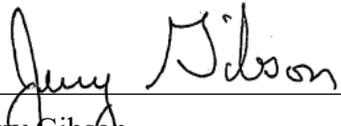
**MEETING DATE:** **January 18, 2023**

**AGENDA ITEM:** Discuss and consider the approval to apply for the 21<sup>st</sup> Century Community Learning Centers (CCLC) grant, cycle 12, year 1 through TEA for a term of 5-years in an amount not to exceed \$1,700,000 per year.

The 21st CCLC program supports the creation of community learning centers that provide academic enrichment opportunities during non-school hours for children, particularly students who attend high-poverty and low-performing schools. The program helps students meet state and local student standards in core academic subjects, such as reading and math; offers students a broad array of enrichment activities that can complement their regular academic programs. A community learning center will assist students to meet the state academic standards by providing students with academic enrichment activities and a broad array of other activities programs and activities during non-school hours or periods when school is not in session (such as before and after school or during summer recess).

These academic enrichment activities will include high quality instructional materials combined with a high impact tutoring program for those that are in need. To measure program effectiveness the 21<sup>st</sup> CCLC will develop SMART goals to monitor student success and track attendance for program success.

**RECOMMENDATION:** **I move that the board approve the submission of the 21st Century Community Learning Centers (CCLC) grant, cycle 12, year 1 through TEA for a term of 5-years in an amount not to exceed \$1,700,000 per year.**

  
\_\_\_\_\_  
Jerry Gibson  
Superintendent

  
\_\_\_\_\_  
Annette Scott  
Assistant Superintendent Student Support

# Action Sheet

**MEETING DATE:**

**January 18, 2023**

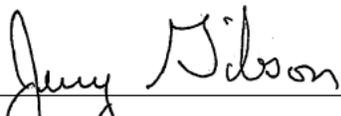
**AGENDA ITEM:**

The 2023-2024 budget calendar is attached for your review and approval

Monthly budget presentations will begin in February as we develop the 2023-2024 fiscal year budget.

**RECOMMENDATION:**

I move that the board approve the 2023-2024 budget calendar, as presented.

  
\_\_\_\_\_  
Jerry Gibson Ed. D.  
Superintendent

  
\_\_\_\_\_  
Jeff Martello  
Chief Financial Officer

**GALVESTON ISD  
2023-2024 BUDGET CALENDAR**

<b><u>Budget Planning</u></b>	<b><u>Person Responsible</u></b>	<b><u>Date Due</u></b>
• Present Budget Calendar to Board of Trustees	SUPT, CFO, BOT	1/18/2023
• Budget Allotments Distributed to Budget Managers	CFO, DIR OF ACCT	2/10/2023
• Establish Campus and Department Planning Teams and Conduct Meetings	PRINC, DIR	2/13/2023
• Receive Board Input on Budget Priorities for 23-24; • Prepare Enrollment Projections and Preliminary Revenue Projections	BOT SUPT, CFO	2/22/2023
<b><u>Budget Preparation</u></b>		
Budget Manager Meetings. (All Non Personnel Budget Requests Must Be Made During Meeting)	CFO, DIR OF ACCT	3/6/23 - 3/10/23    3/20/23 - 3/24/23
• Additional Personnel Requests To Human Capital Management Department	PRINC, DIR	3/31/2023
• Create 2022-23 Base Plan in Salary Negotiations	HCMO, CFO, CA	4/3/2023
• Campus/Department Budgets Entered By Business Department	CFO, DIR ACCT	4/3/2023
• Compile Salary Data for BOT	CFO, HCMO, DIR ACCT	4/19/2023
• Present Salary Schedule to BOT for Approval	SUPT, ASBO, CFO, HCMO, DIR ACCT	5/17/2023
<b><u>Budget Evaluation and Adoption</u></b>		
• Prepare and Present Preliminary Budget	SUPT, ASBO, CFO, BOT	6/21/2023
• Budget Workshop to discuss Proposed Budget	SUPT, ASBO, CFO, BOT	TBD
• Present Proposed Budget, Approve Proposed Tax Rate, and Adopt date for Public Hearing on Proposed Budget and Tax Rate *If Tax Preliminary Values are not available, date occur in early August	SUPT, ASBO, CFO, BOT	7/26/2023
• Completed Stipend Lists with Names due to HR	PRINC, DIR, HMCO	8/9/2023
• Advertisement for Public Hearing on Proposed Budget and Tax Rate (publish 10 to 30 days before hearing)	ASBO, CFO	8/1/2023-8/6/2023
• Public Hearing on Budget and Tax Rate	SUPT, ASBO, CFO, BOT	8/23/2023
• Adopt Budget, Tax Rate, Stipend Schedule	SUPT, ASBO, CFO, BOT	8/23/2023
Budget updates will be given to the board monthly at the Finance Committee meetings. Shaded Areas indicate Regular Board Meeting Dates.		

# Action Sheet

**MEETING DATE:** January 18, 2023

**AGENDA ITEM:** Discuss and Consider Approval of Purchase of 5 Weapons Detection Units

Portable weapons detection systems may be utilized both indoors and outdoors allowing for checkpoints to be created in multiple locations. These units are battery operated and have been tested by GISD police and Ball High School staff. These five weapons detection systems are intended to be used at Ball High School and Courville Stadium.

The pricing was a quote from an approved cooperative vendor (See Omnia Contract #4400008468 referenced on the quote). The cooperative was approved by the Board of Trustees on May 18, 2022.

**RECOMMENDATION:** I move the Board of Trustees approve the purchase of 5 CEIA OPENGATE Weapons Detection Systems and associated support from Safeware in an amount not to exceed \$87,760 from Bond 2022 funds, as presented.



---

Jerry Gibson Ed. D.  
Superintendent



---

Jeff Martello  
Chief Financial Officer



KEEPING SCHOOLS SECURE

# OPENGATE™

**AUTOMATIC SCREENING  
OF PEOPLE WITH  
BACKPACKS AND BAGS  
FOR THREAT DETECTION**



[www.ceia-usa.com](http://www.ceia-usa.com)

KEEPING SCHOOLS  
SECURE

# INTRODUCTION

**OPENGATE** is a **Groundbreaking Weapons Detection System** designed for the automatic screening of people in transit, including their luggage, backpacks, and bags, for the detection of **Mass Casualty Metal Threats**, such as high caliber assault weapons and IED devices

- ✓ **OPENGATE** is the first **wire-free, screening portal** consisting of **two independent and self-powered pillars**, with each pillar equipped with a support base and electronic analysis system.
- ✓ Contrary to Metal Detector Gates, **OPENGATE does not require a mechanical and electrical connection** between the two transducers that define the passageway.
- ✓ **Acoustic and optical signals**, located at the top of the pillars, provide simultaneous status and alarm indications.
- ✓ **OPENGATE features a near zero rate of nuisance alarms**, and operates with **very high transit flow**, without the need for the divestiture of non-threat items.
- ✓ It is **portable, elegant, easy to set up and ready to use with no installation required**, including the setting and assembly of mechanical and electrical parts.
- ✓ Its structure makes it **suitable for indoor and outdoor operations**, even in conditions of exposure to rain and sunlight, in all environmental conditions that are compatible with security screening operations.
- ✓ The **extreme portability allows quick relocation of the gate**, offering the most suitable solution for places where, for safety reasons, the checkpoint must be moved from obstructions after use.
- ✓ If required, the **detection and signaling parameters can be easily set via the OPENGATE App**, designed for smartphones or tablets.



# HIGHLIGHTS

- **DETECTION TARGET**

Mass casualty shooting weapons and IED

- **OPERATIONAL USE**

Extremely high throughput with near-zero nuisance alarms, provides automatic screening and pre-screening of non-divested people along with their carry-on items

- **APPLICATIONS**

Applications include school building and event entrances; in general all places open to students, visitors, and the public characterized by high access flow, in continuous or limited in time

- **EASY TO RELOCATE AND QUICK TO INSTALL**

Is only 25 pounds with less than 1 minute setup and does not require adjustments or the assembly of mechanical and electrical parts

- **INDOOR AND OUTDOOR OPERATIONS**

- **READY TO SHIP NOW**

- **FURTHER DATA AND SYSTEM DEMOS AVAILABLE UPON REQUEST**

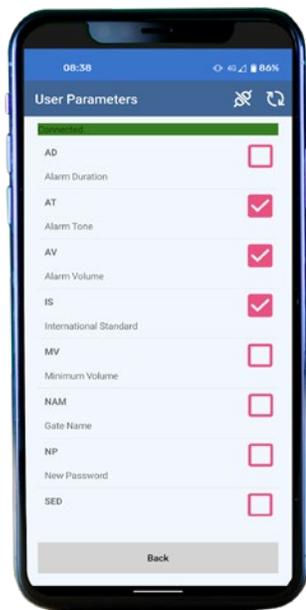


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# OPENGATE™ APP

Detection and signaling parameters can be easily set via the OPENGATE App, designed for smartphones or tablets based on Android or iOS operating systems

- ✓ OPERATIVE SCREEN
- ✓ USER PARAMETERS



KEEPING SCHOOLS SECURE



- 360° VISUAL ALARM INDICATION



- EASY TO RELOCATE AND QUICK TO INSTALL



- CARRYING HANDLE



- A ON / OFF SWITCH
- B BATTERY COMPARTMENT (2x)
- C TILT ADJUSTMENT FEET



- DIMENSIONS (WxDxH): 19.7" x 11.8" x 72" mm
- WEIGHT (without batteries): 24.2 lbs
- OPERATING TIME (4 batteries): up to 14 hours
- CHARGING TIME (2 batteries): 130 min



CEIA USA Ltd - 6336 Hudson Crossing Parkway, Hudson OH 44236  
 P 330-405 3190 • F 330-405 3196 • E security@ceia-usa.com • CALL (833) 224-2342 (CEIA)

4403 Forbes Blvd.  
 Lanham, MD 20706-4328  
 USA  
 301-683-1234  
 www.safewareinc.com

Order Number	
1963116	
Order Date	Page
01/09/2023 12:04:56	1 of 2

Quote Expires On: 02/08/2023

**Bill To:**            **Customer ID:** 126133  
 Galveston Independent School District  
 Attn Accounts Payable  
 PO Box 660  
 Galveston, TX 77553

**Ship To:**  
 Galveston Independent School District  
 3904 Ave T  
 Galveston, TX 77550

409-766-5824

Requested By: Erich Kreiter

<b>PO Number</b>	<b>Taker</b>	<b>Email</b>
CEIA Quote	Lori Orantes	lorantes@safewareinc.com
<b>Freight Terms</b>	<b>Phone</b>	<b>Fax</b>
Freight Paid	301-683-1212	301-683-1200
<b>Sales Representative</b>		
Tim Nauslar		

<b>Quantities</b>					<b>Item ID</b> <b>Item Description</b>	<b>Pricing UOM</b> <b>Unit Size</b>	<b>Unit Price</b>	<b>Extended Price</b>
<b>Ordered</b>	<b>Allocated</b>	<b>Remaining</b>	<b>UOM Unit Size</b>	<b>Disp.</b>				
5.00	0.00	5.00	EA		CEIA 108960	EA	16,441.86	82,209.30
<b>Safeware Catalog Price:</b>					27,796.61	<b>Contract Discount:</b> 41%	<b>Your Discount:</b> 41.00%	
		1.0			OPENGATE Weapons Detection System	1.0		
<b>Ordered As:</b>					CEI 108960			
20.00	0.00	20.00	EA		CEIA 48-11-1812	EA	0.00	0.00
<b>Safeware Catalog Price:</b>					711.86	<b>Contract Discount:</b> 41%	<b>Your Discount:</b> 100.00%	
		1.0			18V Battery	1.0		
5.00	0.00	5.00	EA		CEIA 48-59-1802	EA	0.00	0.00
<b>Safeware Catalog Price:</b>					395.48	<b>Contract Discount:</b> 41%	<b>Your Discount:</b> 100.00%	
		1.0			Milwaukee Charger - Dual	1.0		
1.00	0.00	1.00	EA		CEIA 23870	EA	225.12	225.12
		1.0			Test piece for the NILECJ-STD-0601.00 Level 2 Base	1.0		
1.00	0.00	1.00	EA		CEIA TRAINING	EA	2,906.98	2,906.98
<b>Safeware Catalog Price:</b>					3,703.70	<b>Contract Discount:</b> 10%	<b>Your Discount:</b> 22.00%	
		1.0			Training Services Provided by CEIA USA On-Site CEIA Representative for Training and initial deployment EVENT SUPPORT (to be coordinated during same trip).	1.0		
5.00	0.00	5.00	PR		CEIA 109444BU	PR	483.72	2,418.60
<b>Safeware Catalog Price:</b>					940.11	<b>Contract Discount:</b> 41%	<b>Your Discount:</b> 49.00%	
		1.0			Hard Rubber Stabilizing Base Plates	1.0		



# QUOTATION

4403 Forbes Blvd.  
 Lanham, MD 20706-4328  
 USA  
 301-683-1234  
 www.safewareinc.com

Order Number	
1963116	
Order Date	Page
01/09/2023 12:04:56	2 of 2

Quote Expires On: 02/08/2023

<i>Quantities</i>					<i>Item ID</i>	<i>Pricing</i>		<i>Unit</i>	<i>Extended</i>
<i>Ordered</i>	<i>Allocated</i>	<i>Remaining</i>	<i>UOM</i>	<i>Unit Size</i>	<i>Item Description</i>	<i>UOM</i>		<i>Price</i>	<i>Price</i>
				<i>Disp.</i>		<i>Unit Size</i>			
					Pair (for Sandbags)				
1.00	0.00	1.00	EA		OMNIA	EA		0.00	0.00
				1.0	OMNIA Contract #4400008468		1.0		
					Lead Agency: Fairfax County, VA				
					Public Safety and Emergency Preparedness				
					Standard freight within continental US is paid, all				
					HAZMAT or expedited freight will be billed.				
					*Register with OMNIA at				
					www.omniapartners.com/publicsector				

Total Lines: 7

**SUB-TOTAL:** 87,760.00

**TAX:** 0.00

**AMOUNT DUE:** 87,760.00

*Actual freight added per freight terms*

# Action Sheet

**MEETING DATE:**

**January 18, 2023**

**AGENDA ITEM:**

Discuss and consider approval of purchasing five Maintenance, Transportation, and Security vehicles using Bond 2022 funds, not to exceed \$213,401.00

The Bond 2022 included funds to purchase Maintenance, Transportation, and Security vehicles. The District is recommending the purchase of five Chevrolet Tahoe vehicles. GISD will utilize the Sheriffs' Association of Texas Vehicle Cooperative Procurement Program (Bid 22-03-1008R). The purchase will assist in enabling GISD to update its vehicle fleet.

**RECOMMENDATION:**

**I move that the Board of Trustees approve the purchase of five 2023 Chevrolet Tahoe vehicles using the Sheriffs' Association of Texas Vehicle Cooperative Procurement Program, not to exceed \$213,401.00 from Bond 2022 funds, as presented.**

  
\_\_\_\_\_  
Jerry Gibson Ed. D.  
Superintendent

  
\_\_\_\_\_  
Jeff Martello  
Chief Financial Officer



**Sheriffs' Association of Texas  
Vehicle Procurement Program  
2022-2023 Rollover Agreement  
Bid 22-03-1008R**

The Sheriffs' Association of Texas (SAT) has implemented Section 1.3 *Term of Contract* of the Association's Terms and Conditions. Upon mutual agreement, we are pleased to announce the SAT has extended your contract for one additional year. SAT Vehicle Bid 22-03-1008R will be effective November 1, 2022 through October 31, 2023.

This contract is awarded by dealership and zone and includes all model code upgrades or downgrades listed in the Association's base model specifications.

By the award of this contract based on your dealership's bid for Solicitation Number 22-03-1008R, all terms and conditions set forth in the Invitation for Bids are incorporated herein by reference and agreed to by the Contractor and the Sheriffs' Association of Texas.

X [Signature]  
Signature of Authorized Representative

X Sharilyn D. Lampson  
Printed Name of Authorized Representative

X Parkway Chevrolet, Inc  
Contractor/Dealership Name (Please Print)

X 06/17/2022  
Date

X [Signature]  
Signature of SAT Executive Director

X Steve M. Westbrook  
Printed Name of SAT Executive Director

X 11/1/2022  
Date



Galveston ISD

**QUOTE**

**Quote #** GALV5

**Date** 1/4/2023

Item	Description	Unit Price	Quantity	Amount
	2023 White Chevrolet Tahoe PPV 4X2	40241.72	5.00	201,208.60
	Emergency Equipment Pkg #1	4160.00	1.00	4,160.00
	Emergency Equipment Pkg #2	6996.00	1.00	6,996.00
	SAT Admin Fee	350.00	1.00	350.00
	Exempt Plates	16.70	4.00	66.80
	State Inspection	7.00	5.00	35.00
	Temp Tag	5.00	5.00	25.00
	Non Exempt Plates	209.50	1.00	209.50
<b>Subtotal</b>				213,050.90
<b>Total</b>				213,050.90
<b>Amount Paid</b>				0.00
<b>QuoteTotal</b>				\$213,050.90

SAT Contract #  
 Bid  
 22-03-1008R

+ SAT  
 Cooperative  
 Fee \$350

# Action Sheet

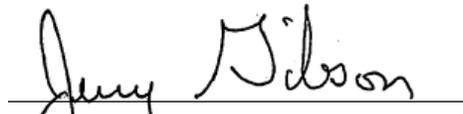
**MEETING DATE:** January 18, 2023

**AGENDA ITEM:** Discuss and consider approval of proposed resolution authorizing bidding and sale of building located at 4221 Avenue N 1/2.

At the end of December, 2022, tenant vacated the property at 4221 Avenue N ½, a property owned by GISD. Walkthroughs were completed and the building was left in satisfactory condition. A washer and dryer stacked unit at the property have been prepared for auction. In January, 2023, inquiries were made regarding purchasing the building from GISD and moving it to another location.

The current plans for the site are to demolish the physical structure and prepare the lot for construction of the new Ball High School. The District has no other plans for this property. The District would therefore like to move forward accepting bids and negotiating the sale of the physical building located at 4221 Avenue N ½.

**RECOMMENDATION:** I move the Board of Trustees approve actions necessary to bid and sell the physical building located at 4221 Ave N ½.

  
Jerry Gibson  
Superintendent

  
Jeff Martello  
Chief Financial Officer



# Action Sheet

**MEETING DATE:**

**January 18, 2023**

**AGENDA ITEM:**

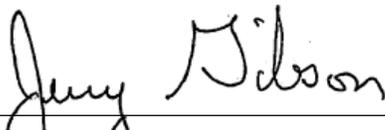
Discuss and consider approval of contract for Relocation Services (RFP # 2022-23-005) related to properties acquired for construction of new Ball High School in an amount not to exceed \$110,500.

Texas Property Code §21.046 necessitates that a local government entity provide relocation assistance complying with the requirements of the Uniform Act and 49 CFR Part 24 when purchasing land for specific types of projects. Relocation assistance consists of two major elements – advisory services and financial assistance.

Cobb, Fendley & Associates, Inc. has experience with acquisition and relocation services provided for local entities, including within Galveston County. Their proposal is for advisory services in an amount not to exceed \$110,500.

**RECOMMENDATION:**

I move the board approve contracting with Cobb, Fendley & Associates, Inc. for Relocation Services associated with RFP #2022-23-005, the purchase of land for construction of the new Ball High School, in an amount not to exceed \$110,500.

  
\_\_\_\_\_  
Dr. Jerry Gibson  
Superintendent

  
\_\_\_\_\_  
Jeff Martello  
62 Chief Financial Officer



**Cobb, Fendley & Associates, Inc.**

13430 Northwest Freeway  
Suite 1100  
Houston, Texas 77040

713.462.3242 p | 713.462.3262 f  
www.cobbfendley.com

**Representative:**

Josh Canuteson, SR/WA, R/W-NAC

ELECTRONIC  
COPY

# REQUEST FOR PROPOSAL

## Galveston Independent School District

### Relocation Assistance Services

CSRFP No. 2022-23-005

# Letter of Interest



January 4, 2023

Galveston ISD Purchasing Department  
Attn: Esther Soto, Purchasing Coordinator  
3904 Ave. T  
Galveston, Texas 77550

RE: Competitive Sealed Request for Proposals for Relocation Assistance Services (CSRFP 2022-23-005)

Members of the Selection Committee:

To support Galveston Independent School District (GISD) in your continuing improvement of infrastructure, **Cobb, Fendley & Associates, Inc. (CobbFendley)** has assembled an exemplary and comprehensive team of professionals who combine a diverse base of experience with the appropriate depth of expertise. With an experienced, proactive Project Manager, a strategic and dedicated project team, and a deep commitment to the communities we serve, we feel that we have prepared a competitive proposal that will exceed your needs.

**Project Leadership.** As your Principal-in-Charge, I, Joshua 'Josh' Canuteson, SR/WA, R/W-NAC, am a dedicated, qualified right-of-way (ROW) professional focused on allocating the necessary resources to see your projects to successful completion. As Project Manager, Abel Garcia, SR/WA-TN, RW/NAC, has extensive experience working on and managing ROW projects throughout the state of Texas and will work with GISD to meet expectations and goals to enable project success. Mr. Garcia will be your main point-of-contact and will be integrally involved throughout the entire relocation assistance process for this project.

**Project Team.** The CobbFendley team consists of specialized professionals in all aspects of Relocation Assistance services as well as other related services, such as negotiation, condemnation, title coordination, and other in-house support services, including geographic information systems (GIS) and surveying. The CobbFendley team consists of local relocation agents from CobbFendley's Greater Houston area offices and is supported by experienced staff from across the state of Texas to provide additional resources as needed.

**Commitment.** The project team proposed in this statement of qualifications has exhibited a history of dedication and commitment to the communities where we work. Members of this team have lived and worked in and around Galveston Bay area for the entirety of their careers and have come to appreciate and understand the character and the uniqueness of communities that GISD serves.

Our goal is to deliver comprehensive relocation assistance solutions that will benefit GISD now and into the future. The entire CobbFendley team is committed to serving GISD and we look forward to the opportunity to further discuss our process, planning methodology, and project approach with you and your staff. Thank you for your consideration.

Sincerely,

Cobb, Fendley & Associates, Inc.

A handwritten signature in blue ink that reads "Joshua Canuteson".

Joshua (Josh) Canuteson, SR/WA, R/W-NAC  
Principal-in-Charge | Vice President  
Phone: 972.499.7429  
Email: jcanuteson@cobbfendley.com

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<i>- Certificate of Residency</i>	
<i>- Certification of Prohibited Contracts</i>	
<i>- Criminal Background/Felony Conviction</i>	
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# 1. Firm Profile

# 42 YEARS OF SUCCESS

## FIRM SUMMARY

**Cobb, Fendley & Associates, Inc. (CobbFendley), founded in April 1980,** is an employee-owned Texas corporation that has been providing professional infrastructure consulting services for 42 years. Our staff of more than 600 employees brings an unmatched level of expertise and experience, as well as a commitment to serving the communities where we live and work.

Since 1994, CobbFendley has provided complete right-of-way (ROW) acquisition/relocation and project management services for notable clients across Texas, including TxDOT, and numerous cities, counties, utility providers, and contractors. In that time, we have completed more than 500 land acquisition projects – from multi-million-dollar urban infrastructure projects involving hundreds of landowners to a single parcel acquisition to accommodate a new lift station. CobbFendley’s qualified ROW professionals are Licensed Real Estate Agents and Brokers with the Texas Real Estate Commission. They assist clients with a broad array of services and carefully assess each project.

As a ROW service provider, CobbFendley’s in-house ROW professionals routinely coordinate with surveyors, prepare preliminary route studies, and work with design teams to more clearly define our Client’s ROW needs (reducing relocations and unnecessary land acquisitions). Additionally, they manage the project appraisers, perform acquisition and relocation services, as well as coordinate with and assist legal consultants throughout the condemnation process. From the outset of the project, they work with Clients to develop and maintain objective and legally defensible relocation assistance procedures. They then work with each displacee to identify their replacement dwelling or business location and upon acquisition of the property, diligently pursue relocation of the displacee(s) so that the project can proceed according to schedule. CobbFendley’s ROW team is experienced

in all aspects of the ROW process and will diligently pursue completion of all required activities to achieve timely project delivery. CobbFendley’s ROW services include:

- Relocation Assistance
- Negotiation Services
- Escrow and Title Coordination Services
- Project/Contract Management
- Management of Appraisal and Appraisal Review Services
- Condemnation Support
- Property Management

## CAPACITY AND CAPABILITY

With dedicated staff in Houston, the CobbFendley team has the capacity and capability to self-perform Relocation Assistance services for GISD starting immediately. CobbFendley has a history of working with clients and school districts to meet special requests and tight schedules. Our team has worked hard to solidify our reputation for meeting schedules and completing projects within the established budget. The fact that the majority of the firm’s business comes from repeat clients is a direct result of client satisfaction.

Our firm’s size and ROW resources throughout the state of Texas offers GISD an extensive resource pool of professionals with experience on a variety of ROW projects and challenges. The size of our staff, along with our diverse capabilities and collaborative team approach, enables us to remain flexible in how we deliver services to our clients. Our team meets weekly to discuss workload, upcoming tasks, and availability in order to ensure we are meeting client goals while maximizing utilization. From smaller assignments to larger, complex projects, we can easily shift resources to manage projects in the most efficient, effective way possible. **We have 19 ROW staff firm-wide, with 17 of those staff members located in Texas.**

## GENERAL FIRM INFORMATION

- 42 YEARS IN BUSINESS**
- 28 YEARS OF PROVIDING ROW SERVICES**
- 600+ EMPLOYEES**
- 19 TOTAL ROW STAFF**
- 22 TOTAL OFFICES**
- 5 LOCAL OFFICES**

- 13430 NORTHWEST FREEWAY, SUITE 1100, HOUSTON, TEXAS 77040
- 1920 COUNTRY PLACE PKWY, SUITE 400, PEARLAND, TEXAS 77584
- 209 EAST HENDERSON ROAD, ANGLETON, TEXAS 77515
- 16610 IH 45, SUITE 250, CONROE, TEXAS 77384
- 22316 GRAND CORNER DRIVE, SUITE 100, KATY, TEXAS 77494

66





# 1. Firm Profile

## ROW ACQUISITION WORK FOR LOCAL MUNICIPALITIES

CobbFendley has been providing ROW services in the Greater Houston area since 2007 and has served more than 40 local municipalities and districts. Our ROW team has an ever-growing presence in the region, serving cities and towns such as Galveston County, Brazoria County Engineer's Office, Brazosport Water Authority, City of Conroe, City of Pearland, City of Sugar Land, City of Tomball, County Line Special Utility District, Gulf Coast Authority, Montgomery County, North Harris County Reg. Water Authority, Texas Department of Transportation, and TxDOT Aviation Division.

## PROVEN LEADERSHIP

Our **Project Manager, Abel Garcia, SR/WA-TN, RW/NAC**, will serve as the single point of contact and liaison between GISD and the CobbFendley team. **GISD will be served primarily by CobbFendley's Houston (Headquarters) office**, with support from our Pearland, Angleton, Conroe, and Fort Bend, Texas offices.

**ABEL GARCIA, SR/WA-TN, R/W-NAC**

Email: [agarcia@cobbfendley.com](mailto:agarcia@cobbfendley.com)

346.772.3765 office

832.576.8794 mobile



The team will be led by Mr. Garcia who brings over 17 years of experience and has worked throughout the Greater Houston area. He will respond same day to project or scope requests. Further, Mr. Garcia's Project Management style is centered on communication and creating efficiencies. Therefore, all members of the project team, including GISD personnel, will be engaged and involved in significant decisions in a timely manner to keep GISD's projects moving forward. In addition to meetings with GISD, project communications will be in the form of weekly updates outlining project progress, important decisions, needs from GISD, upcoming deliverables, and schedule.

**COMPREHENSIVE SERVICES**  
ROW | SURVEY | SUE | GIS | UTILITY COORDINATION  
**PROVEN PARTNERSHIP**  
EXTENSIVE EXPERIENCE  
WORKING ON DESIGN/  
BUILD PROJECTS

Mr. Canuteson will serve as the Principal-in-Charge. He will have the ultimate responsibility of dedicating appropriate CobbFendley personnel to the project and coordinating their availability, as well as overseeing compliance with the schedule and budget and adherence to the quality program.

Successful projects rely on the strength of the individual member's experience and the ability of the team to work efficiently together to support the project goals. The extensive experience of our team makes us well suited to assist the GISD with creative, cost-effective solutions tailored to the budget, schedule, and expectations for its real estate projects. CobbFendley continually strives to provide services requested in an efficient, cost-effective manner.

## CLIENT SERVICE PHILOSOPHY

CobbFendley's mission is to collaborate with employees and clients to provide infrastructure solutions that further our commitment to growth in the community. CobbFendley places emphasis on community relationships to help us develop solutions that create stronger communities. Our infrastructure services are constantly evolving with enhancements in technology, the industry, and each local environment. Just as each client is unique, so are CobbFendley's solutions to our infrastructure needs. Our primary focus is on communication, the key to understanding project goals and setting expectations.

## BENEFITS OF OUR COMPREHENSIVE FIRM



**26 years of experience in successfully performing Relocation Assistance Services under the Uniform Act and other State and local codes and standards**



**A comprehensive local team with local staff that provide the knowledge and expertise associated with working for GISD**



**Experience managing multiple concurrent projects while remaining on schedule and on budget**



**In-house SUE, Survey, and Utility Coordination team of professionals experienced in coordinating with public and private utilities**



**An in-house GIS department for easy data integration**



**Staff experienced in Right-of-Way staking for roadway projects, utility design, and major site development projects**



# 1. Firm Profile

# OUR PROVEN PROCESS

## STATEMENT OF THE CAPABILITY TO COMPLETE THE SCOPE OF WORK

The following Relocation Assistance Approach is based on our understanding of GISD's CSRFP. Further, it is assumed that all State and Federal law will be complied with, including the Code of Federal Regulations (CFR) Section 49, Part 24 Uniform Relocation Assistance and Real Property Acquisition Policies Act (the Uniform Act). Additionally, Chapter 21 of the Texas Property Code and all processes and procedures outlined by GISD will be adhered to. GISD Forms will be utilized in all circumstances and any exceptions to policy would need written approval from GISD staff. It is also anticipated that all approvals will be received from GISD.

CobbFendley is pleased to propose professional Relocation Assistance Services to you in connection with GISD's proposed real estate acquisitions. The specific tasks to be performed by CobbFendley in conjunction with this project are as follows:

### RELOCATION ASSISTANCE SERVICES FOR BUSINESS, RESIDENTIAL, AND PERSONAL PROPERTY/STORAGE UNITS

- CobbFendley will notify all Client approved displacees of eligibility for relocation assistance.
- CobbFendley will provide ongoing relocation assistance and advisory services to displacees affected by the acquisition of right of way and will deliver required forms and notices consistent with Client standard forms and notices.
- On-going advisory services include monitoring the move and any necessary relocation activities taken by the displacee. Frequency and manner for monitoring the move must match the complexity of the relocation.
- CobbFendley will provide an executed Certification of Eligibility with all displacee claims.
- CobbFendley will provide a Relocation Advisory Assistance record per parcel.
- Request for Move expenses will be submitted on forms consistent with Client requirements and must include:
  - A move plan, written inventory signed and dated by the displacee (or their representative) and the Relocation Agent;
  - Negotiated Self-Move will have a minimum of two bids from commercial movers and supporting vendors.
  - Fixed Moves will be submitted based on Client's established Fixed Room Count Schedule.
- CobbFendley will deliver the 90-day notice and benefits package

at the same time as the written offer to purchase is delivered or after personal interview with the displacee.

- CobbFendley will personally interview each displacee during which time the Relocation Agent determines the type, needs and eligibilities of the displacee.
- CobbFendley will perform a decent, safe, and sanitary (DSS) inspection of replacement housing and complete appropriate forms for Client.
- CobbFendley will provide a 30-day notice to vacate once the Client has possession of the property.
- CobbFendley will immediately notify the Client if the displacee does not vacate the premises after the 30-day notice expires.

To be provided by Client:

- Copies of appraisal reports produced or acquired by the Client relating specifically to each parcel.
- Timely reviews and approval of all submissions.
- All necessary standard forms and factsheets or brochures.
- Attorney Services, as needed.

### QUALITY ASSURANCE / QUALITY CONTROL (QA/QC) PLAN

CobbFendley is fully committed to delivering quality on every project. To that end, a Quality Control (QC) Plan will be established for the firm to use on each project. This corporate quality program is adapted to meet the needs of each Owner and project specifically.

The objective of CobbFendley's QC Plan is to deliver work products that conform to the project's goals and objectives as defined by the client. QC Reviewers are identified at the project inception and integrated into the production process. Ongoing quality reviews are routinely performed, and formal quality reviews are performed prior to every project milestone deliverable. In addition, the Plan establishes the control process guidelines used for quality evaluation and measurement. These guidelines include:

- The process for document review, detail checking, and comment resolution
- The specific project requirements
- Document technical quality
- Clients' established budget

Josh Canuteson, SR/WA, R/W-NAC, will lead the QA/QC review efforts for this project. He will ensure that every submittal to GISD has been thoroughly reviewed for technical accuracy, adherence to standards and requirements, and to confirm that a high-quality deliverable is being provided. A fully documented QA/QC review





# 1. Firm Profile

process will be implemented at the start of each project as part of our Project Management Plan.

## PROJECT SCHEDULING TECHNIQUES

CobbFendley will begin work upon receiving a Notice to Proceed from Client and will pursue expedient completion of the Relocation Assistance activities in conjunction with the Negotiation activities being performed by others.

## TEAM COMMITMENT AND AVAILABILITY

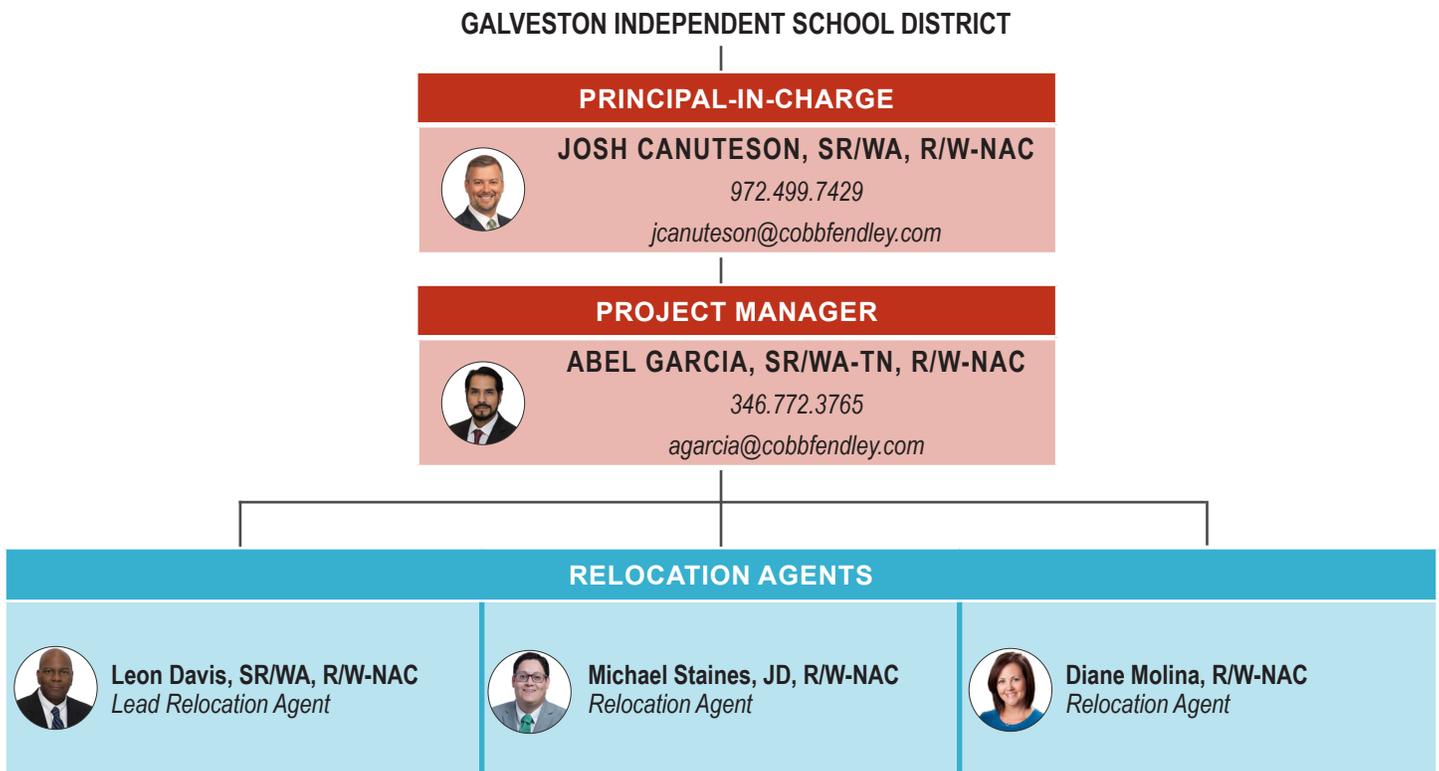
Our firm has a strong track record of professional, timely delivery

of ROW projects on behalf of governmental entities. We are accustomed to shifting responsibilities when the need arises to achieve successful project delivery. The availability of qualified, experienced personnel who can service GISD's needs will not be an issue.

The individuals that make up our team are very familiar and experienced in working with the Uniform Act and other Federal and local policies and procedures in acquiring ROW. We also have many years of experience performing work for governmental entities, particularly across the state of Texas.

## PROJECT ORGANIZATION

The following organization chart provides an overview of the management structure for ROW tasks and the proposed team members assigned to GISD.



## COMMITMENT OF STATED TEAM

CobbFendley's ROW Department has a wide variety of experience, both in terms of the type of project and in terms of the makeup of the project area. Over the course of our history providing relocation assistance services on just about every type of project, we have developed an understanding of the subtle nuances in dealing with displacees from each type of geographical area. Our Agents connect and communicate effectively with displacees with varying levels of sophistication. Each of their concerns are valid and must

be addressed in a professional manner, no matter how small they may seem to an outside party.

Our Greater Houston staff, including engineers, project managers, and field and office personnel, regularly work together as a comprehensive team to deliver services to clients throughout the GISD area. The CobbFendley team presents a strong group of CobbFendley employees with extensive knowledge and experience on ROW projects. We stand ready to serve and assist the District in the completion of your proposed projects.



# 1. Firm Profile



**NAME**  
**JOSH CANUTESON, SR/WA,**  
**R/W-NAC**

**TITLE**  
**PRINCIPAL-IN-CHARGE**

## YEARS OF EXPERIENCE

17 years total experience

## EDUCATION

B.S., Economics, Texas A&M University, 2005

## CERTIFICATIONS AND TRAINING

Real Estate Broker, Texas, No. 0559898

Corporate Broker of CobbFendley, License No. 602081

IRWA Senior ROW Professional Certification (SR/WA), No. 6438

IRWA Negotiation Certification (R/W-NAC)

Notary Public/Online Notary Public, Texas, No. 125651016

## SUMMARY OF SKILLS

Mr. Canuteson has 17 years of experience providing ROW services on a variety of types of projects for a wide array of clientele. Throughout his time in the ROW industry, he has provided services in the areas of Project Management, Negotiation, Title Research/Curative, Closing Support, Relocation, and Condemnation Support. Mr. Canuteson has demonstrated excellent technical, analytical, and communication skills throughout his career. He strives to find innovative and proficient ways of achieving the client's desired objectives in a timely and efficient manner with a results-oriented focus. As Principal-in-Charge, Mr. Canuteson will utilize his extensive experience to provide guidance to project teams ensuring contract compliance, timely delivery on the scope, adherence to project budgets and schedule, as well as appropriate resource allocation.

**Grand Parkway Segments H, I-1, & I-2, Grand Parkway Infrastructure, LLC, Houston Area, Texas.** Mr. Canuteson serves as the Principal-in-Charge for this project, which consists of the acquisition of approximately 140 parcels as well as 94 relocations for mostly new alignment of Grand Parkway (SH 99) Segments H, I-1, and I-2 from IH 69 to FM 686. He provided project management support.

**McHard Road, City of Pearland, Texas.** Mr. Canuteson served as the Project Manager for this project, which consists of the acquisition of 75 parcels for mostly new alignment of McHard Road from Cullen Boulevard to Mykawa Road. Additionally, there are 10 residential displacees and 1 business displacee. Services included project management, project administration, negotiation, title curative, closing, relocation, and condemnation support.

**FM 1960, TxDOT - Houston District, Humble, Texas.** Mr. Canuteson served as the Project Manager for this project, which consisted of the acquisition of 40 parcels and 18 business relocations for the widening of FM 1960 from BF 1960A to East of Twigsworth Lane in Humble, Texas. In addition to serving as the Project Manager, he provided services in the areas of appraisal coordination, negotiation, title curative, closing, and condemnation support.

**Hillcrest Voluntary Buyout Program, Port of Corpus Christi Authority, Corpus Christi, Texas.** Mr. Canuteson served as Principal-in-Charge for this project, which consisted of a voluntary buyout program in support of the TxDOT Harbor Bridge Project. CobbFendley's role was to be the Acquisition Manager and to negotiate the majority of the parcel acquisitions. He provided project management support to the Acquisition Manager.

**SH 146, TxDOT-Houston District, Seabrook, Texas.** Mr. Canuteson served as the Project Manager for this project, which consisted of the acquisition of approximately 100 parcels and relocation of 68 businesses for the widening of SH 146 in Seabrook, Texas. The project limits were from Red Bluff Road to the Harris County/Galveston County Line. In addition to serving as the Project Manager, he provided appraisal coordination, negotiation, title curative, closing, and condemnation services.

**CR 58 and CR 59, Brazoria County, Texas.** Mr. Canuteson serves as Principal-in-Charge for these projects. The CR 58 project consists of the acquisition 9 parcels as well as the relocation of 6 residential displacees, 3 business displacees, and 1 personal property displacee for the widening of the existing CR 58 from Almeda School Road to Linden Creek Lane in Brazoria County, Texas. CR 59 consists of the acquisition 19 parcels as well as the relocation of 1 residential displacee and 2 personal property displacees for the widening of the existing CR 59 from Airline Road S to Kirby Drive in Brazoria County, Texas. He provided project management support.

**206 and 210 First Street, Town of Prosper, Texas.** Mr. Canuteson served as the Principal-in-Charge for this project, which consisted of performing a Relocation Assistance Estimate for 2 parcels as part of the widening of First Street and construction of a new Town Hall. He provided support in the preparation of the Relocation Assistance Estimate and facilitated communications with Town staff to inform them of Relocation rules/regulations.

**FM 1409 Water and Sanitary Sewer Improvements, Mont Belvieu, Texas.** Mr. Canuteson served as the Project Manager and Negotiation Agent for this project, which consisted of the acquisition of 2 easements for water and sanitary sewer improvements along FM 1409. 70



# 1. Firm Profile



**NAME**  
**ABEL GARCIA, SR/WA-TN,**  
**R/W-NAC**

**TITLE**  
**PROJECT MANAGER**

## YEARS OF EXPERIENCE

17 years total experience

## CERTIFICATIONS AND TRAINING

Real Estate Sales Agent License, Texas, No. 577348

IRWA Negotiation Certification (R/W-NAC)

Notary Public, Texas, No. 126216398

## SUMMARY OF SKILLS

Mr. Garcia served as a Harris County Deputy County Clerk, responsible for eminent domain management for 7 years and in 2005 began his ROW career. Throughout his time in the ROW industry, he has provided services in the areas of Project Management, Negotiation, Title Research/Curative, Closing Support, Relocation, and Condemnation Support. Mr. Garcia has additional experience in resource management, including the development of process-related tools to increase efficiency in the right of way process and creation of cloud-based, collaborative tools, that allow clients to view reports, documents, and project status in real time. He strives to find innovative and proficient ways of achieving the client's desired objectives in a timely and efficient manner with a results-oriented focus.

**Grand Parkway (SH99) Segments H, I-1, & I-2, TxDOT-Houston District/Grand Parkway Infrastructure, LLC, Houston Area, Texas.** Mr. Garcia serves as the Project Manager. This project consists of the acquisition of 90 parcels and 70 displacements of various complexities. The project limits are from IH 69 to Harris County line and Liberty County Line to US90. Services include: project management, project administration, negotiation, title curative, closing, relocation, and condemnation support.

**Bolivar Culvert Outfalls, Galveston County, Texas.** Mr. Garcia served as the Co-Project and Manager Negotiation Agent for the acquisition of 12 ROW parcels for easement acquisition. Project services include project administration, negotiation, title curative and closing.

**SH 3 42-inch Waterline Relocation, Gulf Coast Water Authority, La Marque, Galveston County, Texas.** Mr Garcia serves as Project Manager and is responsible for the acquisition of 6 easements and 2 fee simple conveyances. The Project limits are from Poplar Street, along SH 3 to SH 146. Services include project management, project administration, negotiation, title curative and closing.

**CR 58 Phase II and CR 59 Phase III Improvement Projects, Brazoria County and TxDOT - Houston District, Brazoria County, Texas.** Mr. Garcia served as ROW Task Lead. The CR 58 project consisted of the acquisition 9 parcels as well as the relocation of 6 residential displacees, 3 business displacees, and 1 personal property displacee for the widening of the existing CR 58 from Almeda School Road to Linden Creek Lane in Brazoria County, Texas. CR 59 consisted of the acquisition 19 parcels as well as the relocation of 1 residential displacee and 2 personal property displacees for the widening of the existing CR 59 from Airline Road S to Kirby Drive in Brazoria County, Texas.

**FM 1488, TxDOT - Houston District, Montgomery County, Texas.** Mr. Garcia served as the Negotiator/Condemnation Specialist for the acquisition of 10 parcels. Project services included project administration, negotiation, title curative, closing, relocation and condemnation support.

**US 59 (IH 69), TxDOT - Houston District, Fort Bend County, Texas.** Mr. Garcia served as the Co-Project Manager for the acquisition of 9 parcels. Project services include project management, project administration, negotiation, title curative, closing and condemnation support.

**FM 60, TxDOT - Bryan District, Burleson County, Texas.** Mr. Garcia served as the Co-Project Manager for the acquisition of 48 parcels and 15 displacements of various complexities. The project spanned SH 36 to West of CR 231. Project services included project management, project administration, negotiation, title curative, closing, relocation, and condemnation support.

**US 90, TxDOT - San Antonio District, San Antonio, Texas.** Mr. Garcia serves as Project Manager for this project, which consists of 49 parcels for the widening of US 90 from SH 211 to 0.8 Miles West of IH 410 in San Antonio, Texas. Project services included project administration, negotiation, title curative, closing, relocation and condemnation support.



# 1. Firm Profile



**NAME**  
**LEON DAVIS, SR/WA, R/W-NAC**  
**TITLE**  
**LEAD RELOCATION AGENT**

## YEARS OF EXPERIENCE

34 years total experience

## EDUCATION

M.B.A., Business Administration, Our Lady of the Lake University, 2011

B.A., Business Administration, LeTourneau University, 2004

## CERTIFICATIONS AND TRAINING

Real Estate Sales Agent, Texas, No. 0535217

IRWA Senior ROW Professional, (SR/WA) No. 6363

IRWA Negotiation Certification (R/W-NAC)

Local Government Project Procedures, (LGPP) Certification, Texas No. 51615

LS ROW/Project Land Management Program, Certification

Notary Public, Texas, No. 6829220

## SUMMARY OF SKILLS

Mr. Davis has more than 34 years of ROW Acquisition, Appraisal, Relocation Assistance and Property Management experience. He has extensive knowledge in Land Acquisition, Relocation Assistance, and Eminent Domain Support. Mr. Davis is also well versed in The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.

**Grand Parkway Segments H, I-1, & I-2, Grand Parkway Infrastructure, LLC, Houston, Texas.** Mr. Davis served as Relocation Agent. This project consisted of the acquisition of approximately 140 parcels, as well as 94 relocations for mostly new alignment of Grand Parkway (SH 99) Segments H, I-1, and I-2 from IH 69 to FM 686. Services include project administration, negotiation, title curative, closing, relocation assistance, and condemnation support.

**FM 1960 Expansion, TxDOT - Houston District, Humble, Texas.** Mr. Davis served as Relocation Agent. This project consisted of the acquisition of 40 parcels and 12 business relocations for the widening of FM 1960 in Humble, Texas. Services include project administration, negotiations, title curative, closing support, and condemnation support.

**US 90, TxDOT - San Antonio District, Bexar County, Texas.** Mr. Davis served as an Acquisition Agent, Disposal of Property Agent and Relocation Assistance Agent for the 50-parcel project. The project consists of the widen of U.S. Route 90 through San Antonio, Texas. Mr. Davis duties included negotiation, title curative, closing, disposal of property, relocation assistance and condemnation support.

**SH 105, TxDOT - Houston District, Cleveland, Texas.** Mr. Davis served as Negotiation and Relocation Agent. The project limits are FM 1484 to San Jacinto County Line that consists of 12 parcels and 8 relocations. Services included negotiation, title curative, and closing.

**CR 58 & 59, Brazoria County Engineer's Office, Brazoria County, Texas.** Mr. Davis serves as the Project Manager and Acquisition Agent. This project consists of the acquisition 29 parcels for the widening of the existing CR 58 and CR 59 facilities in Brazoria County, Texas. Services include negotiation, title curative, closing, and condemnation support.

**Tomball Loop Line Relocation Project, Energy Transfer Partners, Harris County, Texas.** Mr. Davis served as Acquisition Agent and worked to obtain permanent and temporary easements from landowners in order to relocate the gas pipelines to Harris County Flood Control District project. Responsibilities included drafting easements and negotiation.

**Enerfin Premont Pipeline Relocation, Enerfin Resources, Jim Wells County, Texas.** Mr. Davis served as Acquisition Agent. His responsibilities were to obtain permanent and temporary easements from landowners in order to relocate the gas pipelines due to TxDOT US 281 project. Work included drafting easements and negotiation.

**IH 45 Road Widening, Texas New Mexico Power, Harris County, Texas.** Mr. Davis served as Acquisition Agent for aerial easement. His responsibilities included negotiating and acquiring an aerial easement.

**State Loop 88 (FM 1585), TxDOT - Lubbock District, Lubbock, Texas.** Mr. Davis served as Relocation Agent. He was responsible for relocating Business and Residential and Farm Operations on this roadway expansion. Mr. Davis was also responsible for ensuring these displacee's were relocated to new replacement sites.

# 1. Firm Profile



**NAME**  
**MICHAEL STAINES, JD, R/W-NAC**  
**TITLE**  
**RELOCATION AGENT**

## YEARS OF EXPERIENCE

5 years total experience

## EDUCATION

Juris Doctorate, Law, University of Arkansas at Little Rock, 2016

B.S., Environmental Geosciences, Texas A&M University, 2012

## CERTIFICATIONS AND TRAINING

Real Estate Sales Agent, Texas, No. 641125

IRWA Negotiation Certification (R/W-NAC)

Notary Public, Texas, No. 3025844

## SUMMARY OF SKILLS

Mr. Staines has 5 years of experience in right-of-way services in the areas of Negotiation, Title Research/Curative, Closing Support and Condemnation Support.

**Grand Parkway (SH 99) Segments H, I-1 & I-2, NTE Mobility Partners Segments 3 LLC, Houston Area, Texas.** Mr. Staines served as Acquisition Support Agent and Condemnation Support Agent. Project consists of the acquisition of approximately 140 parcels. CobbFendley services include project administration, negotiation, title curative, closing, relocation assistance, and condemnation support. Responsibilities include project administration, acquisition support, drafting E-49 submissions, and coordinating Special Commissioner's Hearings.

**FM 1960 Expansion, TxDOT – Houston District, Humble, Texas.** Mr. Staines served as Eminent Domain Coordinator and Acquisition Support Agent. Project consists of the acquisition of approximately 40 parcels of FM 1960 from BF 1960A to East of Twigsworth Lane. CobbFendley services include project administration, negotiation, title curative, closing, relocation assistance and condemnation support. Responsibilities include project administration, acquisition support, drafting all E-49 submissions for TxDOT, filing requisite eminent domain proceeding documents, and coordinating all Special Commissioner's Hearings.

**McHard Road Extension, City of Pearland, Texas.** Mr. Staines served as Acquisition Support Agent. Project consists of 75 parcels for mostly new alignment of McHard Road from Cullen Boulevard to Mykawa Road. CobbFendley services include project administration, negotiation, title curative, closing, and relocation assistance. Responsibilities include project administration, acquisition support, and title curative support.

**SH 105, Montgomery County, Texas.** Mr. Staines served as Acquisition Agent/Title/Condemnation Agent for the ROW acquisition for expansion of SH 105.

**Brazoria County CR 58 and CR 59, Brazoria County, Rosharon, Texas.** Mr. Staines served as Acquisition Agent/Title/Condemnation Agent for the ROW acquisition for expansion of CR 58 and CR 59.

**Tomball Loop/Energy Transfer Gas Line Relocation Project, Harris County, Texas.** Mr. Staines served as Acquisition Agent. He worked to obtain permanent and temporary easements from landowners to relocate the gas pipelines. Work included drafting easements and negotiation.

**SH 146, Red Bluff to Harris County/Galveston County Line, TxDOT Right-of-Way Division, Houston, Texas.** Mr. Staines served as Condemnation Support Agent. His responsibilities include negotiation, drafting E-49s, filing requisite eminent domain proceeding documents, and coordinating Special Commissioners Hearings.

**US 90, TxDOT - San Antonio District, San Antonio, Texas.** Mr. Staines serves as Acquisition Support Agent for this project, which consists of 49 parcels for the widening of US 90 from SH 211 to 0.8 Miles West of IH 410 in San Antonio, Texas. Project services included project administration, negotiation, title curative, closing, relocation and condemnation support.

# 1. Firm Profile



**NAME**  
**DIANE MOLINA, R/W-NAC**  
**TITLE**  
**RELOCATION AGENT**

## YEARS OF EXPERIENCE

33 years total experience

## CERTIFICATIONS AND TRAINING

Real Estate Sales Agent, Texas, No. 641125

IRWA Negotiation Certification (R/W-NAC)

Notary Public, Texas, No. 3025844

## SUMMARY OF SKILLS

Ms. Molina has 33 years of experience in managing title, escrow, and relocation transactions with national title companies. The past 7 years she has concentrated her efforts in ROW services. Her experience includes project coordination, negotiations, relocation assistance, assembly and quality control analysis of files and packages, filing condemnation paper work prepared by the Texas Attorney General's Office with the court, reviewing, researching and updating title and title curative, assisting the Texas Assistant Attorney General in Special Commissioner's Hearings by coordinating hearings, preparing ROW-E-49 and ROW-E-73 forms, preparing and filing Notices of Deposits with the courts, and filing objections when requested by the state and having citations issued to proper parties.

**Grand Parkway (SH 99) Segments H, I-1, & I-2, Grand Parkway Infrastructure, LLC, Houston Area, Texas.** Ms. Molina serves as Title Coordinator, Acquisition and Relocation Agent for this project which consists of the acquisition of approximately 140 parcels, as well as 94 relocations for mostly new alignment of Grand Parkway (SH 99) Segments H, I-1, and I-2 from IH 69 to FM 686. Services include project administration, negotiation, title curative, closing, relocation assistance and condemnation support.

**FM 1960 Expansion, TxDOT – Houston District, Humble, Texas.** Ms. Molina served as Acquisition Agent for this project which consists of the acquisition of 40 parcels and 12 business relocations for the widening of FM 1960 in Humble, Texas. Services include project administration, negotiations, title curative, closing support and condemnation support.

**McHard Road Extension, City of Pearland, Texas.** Ms. Molina served as Acquisition Agent and provided Condemnation Support services for this project which consisted of the acquisition of 75 parcels for mostly new alignment of McHard Road from Cullen Boulevard to Mykawa Road. Additionally, there are 10 residential displacees and 1 business displacee. Services include project administration, negotiation, title curative, closing, relocation, and condemnation support.

**Grand Parkway (SH 99) Segments F and G, Zachry Odebrecht Parkway Builders, TxDOT Special Projects Division, Houston, Texas.** Ms. Molina served as Acquisition/Relocation Agent for the ROW acquisition for Segments F1, F2 and G of the Grand Parkway SH 99, a \$1.04B Design-Build-Maintain-Operate contract for 37 miles of Grand Parkway north of Houston, Texas. Ms. Molina's responsibilities included: the coordination of closings with landowners; performed QA/QC on documentation for the developer, client, and subconsultants; reviewed and analyzed land titles to identify defects and outline curative plan; negotiated parcels with property owners in full compliance with SB 18, Property Code, and Statutes; prepared payment and closing package submittals following TXDOT-SPD specifications; drafted and presented Administrative Settlements to TXDOT-SPD through hearing process; maintained TRACKER database; provided direct support to the ROW Project Manager; worked with multiple review agencies for approvals and stringent milestone goals were met.

**Brazoria CR 58 Phase II, Brazoria County Engineer's Office, Rosharon, Texas.** Ms. Molina serves as Acquisition Agent for this project which consists of the acquisition 10 parcels for the widening of the existing CR 58 and CR 59 facilities in Brazoria County, Texas. Services include negotiation, title curative, closing and condemnation support.

**Brazoria CR 59 Phase II, Brazoria County Engineer's Office, Rosharon, Texas.** Ms. Molina serves as Acquisition Agent and Title Coordinator for this project which consists of the acquisition 19 parcels for the widening of the existing CR 59 facilities in Brazoria County, Texas. Services include negotiation, title curative, closing and condemnation support.

**SH 146, TxDOT - Houston District, Seabrook, Texas.** Ms. Molina served as Acquisition Agent for this project which consisted of the acquisition of 100 parcels and relocation of 68 businesses for the widening of SH 146 in Seabrook, Texas. Services included project administration, negotiations, title curative, closing support and condemnation support.

**US 90, TxDOT - San Antonio District, San Antonio, Texas.** Ms. Molina serves as Acquisition Agent for this project, which consists of 49 parcels for the widening of US 90 from SH 211 to 0.8 Miles West of IH 410 in San Antonio, Texas. Project services included project administration, negotiation, title curative, closing, relocation and condemnation support.

## 2. Experience on Similar Projects



### GRAND PARKWAY (SH 99) SEGMENTS F1, F2, G, H, I-1 & I-2 | TXDOT HOUSTON DISTRICT CHAMBERS, HARRIS, MONTGOMERY, & LIBERTY COUNTIES, TEXAS



**SEGMENTS F1, F2, & G.** CobbFendley provided Utility Coordination, Utility Design, Surveying, Subsurface Utility Engineering, and ROW Acquisition for Segments F1, F2 and G of the Grand Parkway State Highway 99, a \$1.04 billion design-build-maintain-operate contract for 37 miles of Grand Parkway north of Houston, Texas. As the right-of-way and surveying consultant, CobbFendley oversaw the development of mapping for approximately 500 parcels, as well as 37 miles of right-of-way recovery and verification. CobbFendley was responsible for the acquisition of 181 parcels and easements on this fast-tracked project to expedite the construction of the Grand Parkway. While navigating multiple review agencies for approvals and multiple consultants, stringent milestone goals were met, allowing for successful and timely delivery of the project. Throughout the right-of-way process CobbFendley maintained continual communication and coordination with the Developer (Zachry-Odebrecht), and TxDOT.

**SEGMENTS H, I-1 & I-2.** As a result of our work on Segments F1, F2, & G, CobbFendley was contracted to provide additional Right-of-Way services for Segments H, I-1, and I-2 from IH 69 to FM 686 This part of the development is an \$855 million design-build construction contract for 52.8 miles of the Grand Parkway loop, spanning Chambers, Harris, Liberty and Montgomery Counties.

CobbFendley is responsible for the acquisition of approximately 90 parcels as well as 70 relocations. This project requires stringent inner office quality control and assurance. Therefore, all paperwork is pushed through a three-tier review process. Clear communication and purpose driven collaboration with the developer, Grand Parkway Infrastructure, and TxDOT is paramount. Throughout the right-of-way process CobbFendley provides real time status updates, which helps the project stay on time and on budget. There is a tight schedule for gaining possession of the parcels, but CobbFendley has been able to meet scheduled milestones and goals. CobbFendley faced a multitude of adversities to reach these goals including:

- 1. Negative community perspectives.** CobbFendley provided one-on-one attention to each landowner using minimal industry jargon, giving them the insight and information needed to re-examine their perspective.
- 2. Design changes.** CobbFendley was still able to provide expedient and quality work when tasked with unpredicted design changes.
- 3. Title curative.** Our agents provided several solutions to title issues that would have normally created a condemnation situation, saving the developer time and money.

#### CLIENT CONTACT

Thien Nguyen, P.E.  
ROW Manager  
TxDOT Houston District  
713.802.5745  
Thien.Q.Nguyen@txdot.gov

#### SERVICES PROVIDED



Project Management/Admin.



Appraisal Services



Negotiation Services



Title Coordination



URA Compliant Relocation



Closing/Escrow



Condemnation Support

## 2. Experience on Similar Projects



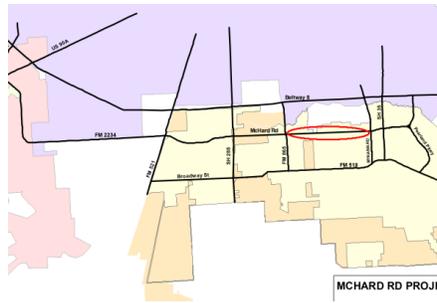
### MCHARD ROAD | CITY OF PEARLAND PEARLAND, TEXAS

#### PROJECT DESCRIPTION

The acquisition of 75 parcels for new alignment of McHard Road from Cullen Boulevard to Mykawa Road. There are 10 residential displacees, 1 business displacee, and 2 personal property displacees. This project has been performed on behalf of the City of Pearland but with TxDOT oversight and involvement. All submittals requiring approvals are submitted to the City and TxDOT concurrently. We are also assisting the City in securing reimbursement from TxDOT according to their level of participation.

#### PROJECT PURPOSE

- Provide land for the construction of 3.5 miles of four-lane divided concrete roadway with curb and gutter, landscaped medians, irrigation, Drainage and detention ponds and five signalized intersections including the widening of intersecting roads for left-turn bays within a 120-foot right-of-way
- Install bike trails and sidewalks with pedestrian ramps
- Improve connectivity along North-South roadways between Cullen Boulevard and Mykawa Road
- Improve local transportation network



#### CLIENT CONTACT

Anthony Vu  
Acquisition Manager, City of Pearland  
281.652.1794  
avu@pearlandtx.gov

#### SERVICES PROVIDED

- Project Management/Admin.
- Negotiation Services
- Title Curation
- Closing
- Relocation Assistance
- Condemnation Support

#### CLIENT CONTACT

Colan Dishman  
TxDOT Houston ROW Project Manager  
512.463-8588  
colan.dishman@txdot.gov

#### SERVICES PROVIDED

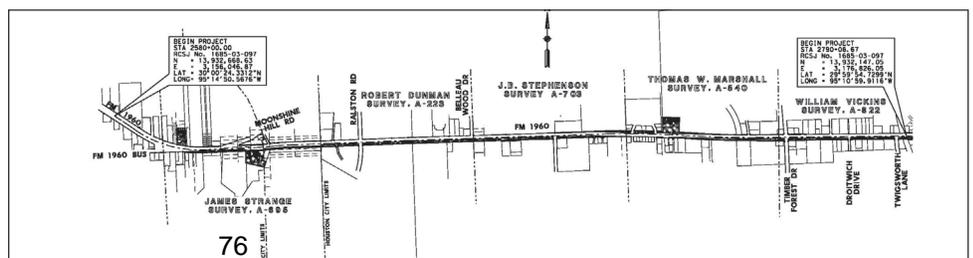
- Project Management/Administration
- Negotiation Services
- Title Curation
- Closing
- Relocation Assistance
- Condemnation Support

### FM 1960 | TXDOT HOUSTON DISTRICT HUMBLE, TEXAS

#### PROJECT DESCRIPTION

Acquisition of 40 parcels and 18 business relocations for the widening of FM 1960 from five to six lanes, from BF 1960A near the Eastex Freeway, to just east of Twigsworth Lane in Atascocita on behalf of the TxDOT Houston District. Many of the parcels on this project necessitated land plans to cure parking/setback/circuitry issues. Many of the displacees were voluntary displacees, which necessitated increased communication with the landowners and tenants to appropriately relay the impact the acquisition has on the remainder property. Project goals included:

- Resurfacing the entire length of BF 1960A
- Constructing 14 foot raised median, with left turn bays at intersections from Lee Road to FM 1960 East of Humble
- Implementing intersection improvements at Kenswick Drive
- Implementing drainage improvements
- Installing sidewalks



### 3. Pricing



Compensation to CobbFendley for the Scope of Services and project expenses will be billed on an hourly basis with a total budgeted amount as detailed below.

CAD ID	ADDRESS	OWNER	EST. # OF DISPLACEES	EST. FEE PER DISPLACEE	TOTAL EST. FEE
105791	4224 AVE O	AGUILLON FEDERICO & VELIA	1	\$6,500.00	\$6,500.00
105793	4228 AVE O	CAMPSIMS INC	3	\$6,500.00	\$19,500.00
105790	4220 AVE O	CONTRERAS ALFREDO	1	\$6,500.00	\$6,500.00
105784	4209 AVE N 1/2	FANUIEL ISAAC & CLAYTONIA G	1	\$6,500.00	\$6,500.00
105783	4215 AVE N 1/2	GREAT SCOTT ENTERPRISES LLC	11	\$6,500.00	\$71,500.00
105780	1610 43RD ST				
TOTAL BUDGETED AMOUNT			17		\$110,500.00

#### CobbFendley 2022 Rate Schedule

ROW Project Manager .....	\$225.00/HR
Right-of-Way Agent III.....	\$180.00/HR
Right-of-Way Agent II.....	\$145.00/HR
Right-of-Way Agent I.....	\$125.00/HR
Administrative.....	\$110.00/HR

#### **REIMBURSABLE EXPENSES**

Consultant or Specialty Contractor (Outside Firm) .....	@ Cost + 10%
Mileage (Standard Car or Truck) .....	IRS Approved Rate
Other Misc. Expenses Related to the Project .....	@ Cost + 10%

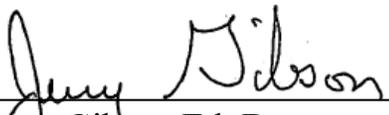
# Action Sheet

**MEETING DATE:** January 18, 2023

**AGENDA ITEM:** Discuss and Consider Adoption of Board Resolution to reimburse the purchase of real property in relation to relocation services with Bond 2022 funds as applicable.

Texas Property Code §21.046 necessitates that a local government entity provide relocation assistance complying with the requirements of the Uniform Act and 49 CFR Part 24 when purchasing land for specific types of projects. Relocation assistance consists of two major elements – advisory services and financial assistance.

**RECOMMENDATION:** I move the Board approve the Board Resolution enabling the reimbursement of relocation services associated with the purchase of all real property related to the construction of the new Ball High School, not to exceed \$110,500.

  
\_\_\_\_\_  
Jerry Gibson Ed. D.  
Superintendent

  
\_\_\_\_\_  
Jeff Martello  
Chief Financial Officer

**REIMBURSEMENT RESOLUTION #6 FOR  
RELOCATION SERVICES ASSOCIATED WITH REAL PROPERTY RELATED TO THE  
CONSTRUCTION OF THE NEW BALL HIGH SCHOOL**

WHEREAS, Galveston Independent School District (the “District”), is an independent school district of the State of Texas, authorized to finance its activities by issuing obligations pursuant to Chapter 45, Texas Education Code, which may include qualified tax credit bonds or obligations the interest on which is excludable from gross income for federal income tax purposes (“tax-exempt obligations”), pursuant to Section 103 of the Internal Revenue of 1986, as amended (the “Code”), or both; and

WHEREAS, the District will make payments with respect to the expenditures listed on Exhibit A attached hereto, although no such payments have been made prior to the date hereof; and

WHEREAS, the District desires to reimburse itself for the costs associated with the expenditures listed on Exhibit A attached hereto from the proceeds of qualified tax credit bonds or tax-exempt obligations, or both, to be issued subsequent to the date hereof; and

WHEREAS, the District reasonably expects to issue qualified tax credit bonds or tax-exempt obligations, or both, to reimburse itself for the costs associated with the expenditures listed on Exhibit A attached hereto.

NOW, THEREFORE, be it resolved that:

**Section 1.** The District hereby declares its intent to reimburse itself for all costs that will be paid subsequent to the date hereof in connection with the expenditures listed on Exhibit A attached hereto from the proceeds of qualified tax credit bonds or tax-exempt obligations, or both, to be issued subsequent to the date hereof.

**Section 2.** The District reasonably expects that the maximum principal amount of qualified tax credit bonds or tax-exempt obligations, or both, issued to reimburse the District for costs associated with the expenditures listed on Exhibit A attached hereto will not exceed \$110,500. Such obligations may be issued in one or more series.

**Section 3.** Unless otherwise advised by legal counsel, any reimbursement allocation will be made not later than 18 months after the later of (1) the date the original expenditure is paid or (2) the date on which the expenditure is placed in service or abandoned, but in no event more than three years after the original expenditure is paid.

ADOPTED THIS 18<sup>th</sup> Day of January, 2023.

GALVESTON INDEPENDENT SCHOOL DISTRICT

\_\_\_\_\_  
President, Board of Trustees

ATTEST:

\_\_\_\_\_  
Secretary, Board of Trustees

**EXHIBIT A**

**DESCRIPTION OF EXPENDITURE(S)**

<u>Item or Fund - - Described by Character, Type or Purpose</u>	<u>Amount – Described by Cost, Quantity or Size</u>
Relocation Services Associated with real property related to the construction of the new Ball High School	<u>\$110,500</u>
Total	<u>\$110,500</u>

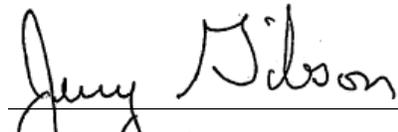
# Action Sheet

**MEETING DATE:** January 18, 2022

**AGENDA ITEM:** Discuss and consider approval of purchase and sale agreement to purchase real property needed for the New Ball High School

The District has an agreed form of a Purchase and Sale Agreement to purchase one parcel of property from CAMPSIMS, INC. in the amount of \$410,000.00, plus closing costs. The parcel is located at 4228 Avenue O in Galveston, Texas. Acquisition of this parcel is necessary for the construction of the new Ball High School, which was approved by voters in May 2022. Land purchase to be funded with general funds but could be reimbursed with bond funds at a later date, if/when available.

**RECOMMENDATION:** I move that the Board approve the Purchase and Sale Agreement to purchase the property located at 4228 Avenue O in Galveston, Texas from CAMPSIMS, INC. as presented.

  
\_\_\_\_\_  
Dr. Jerry Gibson  
Superintendent

  
\_\_\_\_\_  
Jeff Martello  
Chief Financial Officer

## PURCHASE AND SALE CONTRACT

This Purchase and Sale Contract ("Contract") is made and entered into by and between CAMPSIMS, INC., a Texas corporation (referred to herein as "Seller"), and GALVESTON INDEPENDENT SCHOOL DISTRICT a public independent school district and political subdivision of the State of Texas, ("Buyer") as of the Effective Date, hereinafter defined. Seller and Buyer shall be referred to herein individually as "Party" and collectively as "Parties."

### I.

#### DEFINED TERMS AND EXHIBITS

1.1 This Contract uses the following terms as defined below:

- a. "Business Day" or "Business Days" mean any day that is (a) not a Saturday or Sunday; (b) not a public holiday as defined by Chapter 662 of the Texas Local Government Code; and (c) both Buyer and Seller are open for business.
- b. "Closing" means the consummation of the purchase of the Property by Buyer from Seller in accordance with the terms and provisions of this Contract.
- c. "Closing Date" means the day of the Closing as defined in Section 10.1.
- d. "Earnest Money" means the portion of the Purchase Price deposited by the Buyer in escrow with the Title Company at the time and in the amounts specified in Section 3.3 hereof, plus accrued interest thereon, if any.
- e. "Effective Date" means the date that the Title Company receipts the fully executed copy of this Contract.
- f. "Environmental Law(s)" means any federal, state, or local laws, ordinances, codes, rules, regulations, judicial or administrative orders or judgments, common law duty, permits, certifications, registrations, licenses, or policies directed to, governing, addressing, or imposing liability or use, storage, treatment, transportation, manufacture, refinement, handling, production, disposal, or other standards of conduct with respect to or otherwise relating to (i) protection of human health, natural resources, or the environment; or (ii) manufacturing, processing, distribution, use, treatment, storage, disposal, release or threatened release, spilling, leaking, pumping, pouring, emitting, injecting, depositing, discharging, escaping, dumping, leaching or leaking of Hazardous Materials (as herein defined). Such laws shall include, but not be limited to, the following acts, as amended: the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9.601 et. seq.); the Hazardous Materials Transportation Act, as amended (49 U.S.C. § 18.01 et. seq.); the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 69.01 et. seq.); the Toxic Substances Control Act; the Clean Water Act; the Clean Air Act; the Safe Drinking Water Act, and in the regulations adopted in publications promulgated pursuant to the foregoing acts, all as amended from time to time.

Purchase and Sale Contract

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g. “Execution Date” means the date on which the last Party executes the Contract and the Contract is thus fully executed by both Buyer and Seller.

h. “Hazardous Materials” means all pollutants, contaminants and other materials, substances and wastes which are hazardous, toxic, caustic, harmful or dangerous to human health or the environment, including (i) petroleum or petroleum products, fractions, derivatives or additives, natural or synthetic gas, urea formaldehyde, foam insulation, polychlorinated biphenyls, and radon gas; (ii) radioactive materials, substances, and waste and radiation; (iii) any flammable substances or explosives; (iv) all asbestos (friable or non-friable) and lead-based paint; (v) any substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances," "solid waste," "toxic chemicals," "toxic pollutants," "contaminants," "pollutants," "solid waste," "hazardous wastes," "extremely hazardous substances," "restricted hazardous wastes," or words of similar import under any Environmental Law; and (vi) any other substance to which exposure is prohibited, limited, or regulated under any Environmental Law.

i. “Inspection Period” means the time period during which the Buyer will conduct its inspection, investigations, and other due diligence concerning the Property and during which the Buyer may terminate this Contract without penalty, as further defined and described in Section 8.1(h) and as otherwise set forth in this Contract.

j. “Permitted Exceptions” means those exceptions or conditions as are approved or deemed to be approved by Buyer under Sections 4.4 and 4.5 and 4.6.

k. “Property” means the land and triplex building located at 4228 Avenue O, Galveston, Galveston County, Texas 77550 more specifically described on Exhibit A attached hereto, with the legal description determined by the Survey, (“Land”); (ii) all improvements or fixtures on or under the Land, including, without limitation, all buildings and structures presently located on the Land (including but not limited to an approximately 4,250 sq ft 2 story triplex building (the “Building”), all apparatus, equipment, fixtures, machinery and appliances presently located on the Land owned by Seller and used in connection with the operation or occupancy thereof, such as heating and air conditioning systems and facilities used to provide any utility services, parking services, refrigeration, ventilation, garbage disposal, recreation or other services thereto, and all landscaping and leasehold improvements of tenants, if any, which become the property of the owner of the Land (all of which are collectively referred to as the “Improvements”); (iii) Seller’s rights, title and interest, if any, in and to all easements, tenements, hereditaments, privileges and appurtenances in any way benefitting such Land, including, without limitation, (A) any land to the midpoint of the bed of any highway, street, alley, road or avenue, open or proposed, in front of, abutting, or adjoining such Land; (B) any land lying in or under the bed of any creek, stream, bayou or river running through, abutting or adjacent to such Land; (C) all development rights, air rights, water, water rights and water stock relating to the Land and any other easements, rights-of-way or appurtenances owned by Seller and used in connection with the beneficial operation, use and enjoyment of the Land, the Leases, the Rents, the Improvements, the Intangible Property or any other appurtenance; (D) the present or future use of utilities or utility facilities, and all impact fees that are creditable

to, pertain to, or benefit such Land; (E) any strips, gores or pieces of property abutting, bounding or which are adjacent or contiguous to such Land except as herein provided; (F) any reversionary interests benefiting such Land; (G) any rights-of-way, rights of ingress or egress, or other interests in, on or to any land, highway, street, road or avenue, sidewalks, alleys, driveways, parking areas and areas adjacent open or proposed, in, on, across, in front of, abutting or adjoining such Land; (H) all water and water rights in, on, under and that may be produced from the Land (or rights-of-way, lakebeds, waterways or other strips adjacent or contiguous to the Property) (collectively "Water Rights"); (I) any awards made, or to be made in lieu thereof, and in and to any unpaid awards for damage thereto in any way benefitting such Land; (J) any easement across, adjacent to or benefiting the such Land, existing or abandoned; and (K) any other rights and benefits pertaining to the Land (clauses (iii)(A) through (K) being referred to as "Appurtenances"); and (iv) all leases, occupancy agreements and other similar agreements to which Seller is a party or by which it is bound, together with all modifications, extensions and renewals thereof, and any guarantees of any of the foregoing with respect to or demising any part of the Land, Appurtenances or Improvements (the "Leases"), all income, receipts, funds and revenues of any kind whatsoever payable after the Closing Date under the Leases or otherwise with respect to all or any portion of the Land, Appurtenances or Improvements (the "Rents") and all security deposits held in connection with the Leases (the "Tenant Deposits"); (v) all tangible personal property owned by Seller located on, or situated in and used in connection with, the Land and/or the Improvements, including, without limitation all keys, books, records, plans and specifications and architectural and engineering drawings ("Personal Property"); and (vi) all of the interest of Seller in (i) any intangible personal property which relates to and is reasonably required for the operation and functioning of the Land, Improvements or Personal Property generally, and (ii) any and all warranties, guarantees, permits, contracts and other rights owned by Seller relating to the ownership, operation or functioning of all or any part of the Property, as defined below (including without limitation all third party guarantees and warranties, express or implied, in connection with the construction of the Improvements, provided such can be transferred at no cost to Seller) (all of the foregoing are collectively referred to as the "Intangible Property") (the Land, the Improvements, the Appurtenances, Leases, Rents, Tenant Deposits, Personal Property and the Intangible Property collectively shall be referred to as "Property"). In addition, anything herein to the contrary notwithstanding, the Property does not include and Seller will retain all mineral rights relating to the Land (the "Mineral Rights"); however, the deed from Seller conveying the Property to Buyer will expressly waive all surface rights appurtenant to Seller's retained Mineral Rights.

l. "Purchase Price" means the total consideration to be paid by Buyer to Seller for the purchase of the Property under Section 3.1.

m. "Survey" has the meaning set forth in Section 4.3.

n. "Surveyor" means a Texas certified surveyor of Buyer's choice that is acceptable to Buyer.

o. "Title Commitment" means each or both of the commitment for Title Insurance issued by Title Company covering the Property.

p. "Title Company" means Stewart Title Company | 222 Kempner | Galveston, Texas 77550; by and through its escrow agent Dana Phillips, Assistant Branch Manager/Escrow Officer, telephone 409-763-4641 and email [dana.phillips@stewart.com](mailto:dana.phillips@stewart.com).

q. "Title Policy" means the Owner's Policy of Title Insurance issued by the Title Company and underwritten by a guaranty company of Buyer's choice under Section 4.2. (herein, "Underwriter").

1.2 The following Exhibits are attached hereto and incorporated herein for all purposes:

- a. Exhibit A Legal Description.
- b. Exhibit B Form of Deed.
- c. Exhibit C Form of Bill of Sale
- d. Exhibit D Form of Assignment
- e. Exhibit E Rent Roll
- f. Exhibit F List of Service Contracts
- g. Exhibit G Lease Expenses
- h. Schedule 6.1(d) List of Prepaid Rent, Landlord Tenant Improvement Obligations, Tenant Assignments or Sublets, Tenant Rights to Additional Space, and Brokerage Obligations.

## II. AGREEMENT OF PURCHASE AND SALE

2.1 The Property. Upon the terms and conditions of this Contract, Seller agrees to sell and convey to Buyer the Property and Buyer hereby agrees to buy and take the Property from Seller. The Property will be conveyed at Closing by Seller to Buyer in fee simple with good and indefeasible title, free and clear of all encroachments, liens, encumbrances, covenants, conditions, restrictions, rights-of-way, easements, and other matters affecting title, except for Permitted Exceptions.

### III. PURCHASE PRICE

3.1 The Purchase Price. The Purchase Price to be paid by Buyer to Seller for the Property shall be Four Hundred Ten Thousand and No/100 Dollars (\$410,000.00).

3.2 Payment of Purchase Price. The Purchase Price, plus or minus any adjustments as set forth herein, shall be payable to Seller on the Closing Date through the Title Company in cash, by wire transfer of funds, or by means of other good funds.

3.3 Earnest Money. Within five (5) days after the Execution Date, Buyer will deposit the sum of Five Thousand and No/100 Dollars (\$5,000.00) with the Title Company (the "Earnest Money") to be held by the Title Company in escrow. The Title Company will hold the Earnest Money in escrow and in an interest-bearing account. If the purchase and sale hereunder is consummated in accordance with the terms and provisions of this Contract, the entire Earnest Money, shall be applied by the Title Company as partial payment of the Purchase Price due at Closing. During the Inspection Period the Earnest Money shall be fully refundable to the Buyer. Upon the expiration of the Inspection Period, the Earnest Money shall become non-refundable to Buyer, except as otherwise provided in connection with a default by Seller hereunder or as otherwise set forth herein. In all other events, the Earnest Money shall be disposed of by the Title Company as provided herein.

3.4 Contract Consideration. As independent consideration for this Contract, Buyer shall deposit with the Title Company the amount of One Hundred and No/100 Dollars (\$100.00) ("Independent Consideration"), which amount has been bargained for and agreed to as consideration for Seller's execution and delivery of this Contract and Buyer's right to terminate during the Inspection Period. The Independent Consideration is in addition to and independent of all other consideration provided in this Contract, and is nonrefundable in all events, except that if the Closing of this transaction occurs, the Independent Consideration shall be applied toward the Purchase Price.

### IV. TITLE AND SURVEY

4.1 Title Commitment. Within ten (10) days following the Effective Date of the Contract, the Seller shall cause the Title Company to issue the Title Commitment, together with correct and legible copies of all instruments pertaining to the Property, including the vesting deed or instrument by which the Seller acquired the Property and all documents referred to in the Title Commitment as conditions or exceptions to title to the Property, including without limitation, liens, easements, restrictive covenants, and recorded plats; provided that the Title Company's failure to timely deliver the Title Commitment shall not constitute a default by Seller hereunder. Notwithstanding the foregoing, in the event that the Title Company fails to deliver the Title Commitment within the time frame set forth herein, the number of days in the Inspection Period shall be extended by the number of days of delay in issuing the Title Commitment. The Title Commitment shall set forth the state of title to the Property together with all exceptions or conditions to such title, including, but not limited to, all easements, restrictions, rights-of-way,

covenants, reservations, leases, recorded plats, and all other encumbrances affecting the Property that would appear in the Title Policy, if issued of such date. The Title Commitment shall contain the express commitment of the Title Company to issue the Title Policy to Buyer in the amount of the Purchase Price as set forth in Section 3.1, insuring such title to the Property as is specified in the Title Commitment with the standard printed exceptions endorsed or deleted in accordance with Section 4.2 hereof.

4.2 Title Policy. At the Closing or shortly thereafter, at Buyer's expense (for the basic title premium), the Title Company will issue the Title Policy, underwritten by the Underwriter, in the amount of the Purchase Price as set forth in Section 3.1 and shall insure good and indefeasible fee simple title to the Property in Buyer. The Title Policy may be subject to exceptions acceptable to Buyer, referred to as the Permitted Exceptions, but shall contain no additional exceptions.

4.3 Survey. Not later than sixty (60) days after the Effective Date, the Buyer, at Buyer's expense, shall cause the Surveyor to prepare and deliver to the Buyer, Seller, and the Title Company a current survey that meets the requirements of this Section 4.3 ("Survey"). The exact size, number of acres, location and legal description of the Property provided by the final approved Survey, including, the metes and bounds description from the Surveyor's signed and sealed field notes, shall be incorporated herein by reference as the legal description of the Property for all purposes, including replacement of the legal description contained in Section 1.1(k) of this Contract and the delivery of the Deed (as hereinafter defined) from the Seller to the Buyer conveying title to the Property. In general, the Survey shall (i) be made and staked on the ground; (ii) show the location of all Improvements (subsurface improvements only if there is evidence of such on or above surface or in recorded instruments), highways, streets, roads, fences, easements, and rights-of-way on or adjacent to the Property; (iii) show all visible discrepancies, conflicts, or encroachments; (iv) show the zone designation of any area shown as being within a Special Flood Hazard Area according to current Federal Emergency Management Agency Maps which make up a part of the National Flood Insurance Administration Report; (v) be a true, correct, and accurate representation of the Property; (vi) set forth the number of total acres, and gross square feet, comprising the Property; (vii) include references to the recording information applicable to the documents creating all easements, rights-of-way, or other encumbrances, including the county in which such information is recorded; (viii) reference the Title Company and Title Commitment date and file number; (ix) indicate whether the exceptions contained in Schedule B of the Title Commitment do or do not apply; (x) contain a certification specifically to Buyer, Seller and Title Company in a form reasonably satisfactory to Buyer; and (xi) in general, comply with the Texas Society of Professional Surveyors requirements for a Category 1A Condition II survey. The Surveyor shall locate and mark all corners and angles of the Property's perimeter on the ground with permanent, buried iron surveyor's stakes. Buyer shall have the right to object to the Survey, including, but not limited to, the boundaries and configuration of the Property shown thereon, pursuant to the provisions of Section 4.4.

4.4 Review of the Survey and Title Commitment by Buyer. Buyer shall have until the date that is the latter of (a) twenty (20) days after Buyer's receipt of the Title Commitment, all title documents, and Survey; or (b) sixty (60) days after the Effective Date ("Title Objection Period") to review the Survey, the Title Commitment, and the title and exception documents and to deliver

in writing such objections as Buyer may have, in its sole discretion, to anything contained or set forth in the Survey or in the Title Commitment (collectively, the "Title Objections"). Except for any items listed on Schedule C of the Title Commitment, which automatically are deemed to be objections by Buyer, any such items to which Buyer does not object within the Title Objection Period, or any extension thereof, shall be deemed to be Permitted Exceptions. Notwithstanding the foregoing provisions of this Section 4.4, Buyer may, but need not, list as Title Objections, nor shall any such matters be considered Permitted Exceptions, any mortgage, deed of trust, or other lien affecting the Property that secures monetary obligations and was voluntarily created by Seller ("Monetary Liens"), any of Seller's obligations on Schedule C of the Title Commitment all of which shall be considered Title Objections and which Seller shall be obligated to remove or satisfy prior to Closing.

4.5 Seller's Opportunity to Cure Buyer's Objections to Title or Existing Survey and/or Survey. If Buyer delivers written notice of its Title Objections to Seller in accordance with Section 4.4 hereof, then Seller shall have a period of ten (10) Business Days ("Cure Period") in which Seller, at Seller's option, may undertake to eliminate or satisfy the Title Objections to the satisfaction of Buyer. If Seller is unable or unwilling to so correct the Survey or cure said Title Objections, Seller shall deliver Buyer written notice thereof ("Title Notice") and Buyer may either (a) provide written notice that it waives its Title Objections and the Survey as delivered and accepts title to the Property, except that such waiver does not include and Buyer shall not be deemed to accept title with the Monetary Liens, any other exceptions or exclusions listed in Schedule C of the Title Commitment, or leases and services contracts that Buyer does not agree in writing to assume (subject to Section 7.1(i) below); or (b) terminate this Contract. Buyer shall have until the conclusion of the five (5) days after the receipt of Seller's Title Notice in which to make such election. Failure of Buyer to make an election within such period shall be deemed an election of waiver by Buyer under option (a) above. Should Buyer elect, or be deemed to have elected, option (a) above, this Contract shall remain in full force and effect and, provided the purchase and sale of the Property closes as provided herein, Buyer shall take the Property subject to any uncured Title Objections (except for the Monetary Liens, any other exceptions or exclusions listed in Schedule C of the Title Commitment, or leases and services contracts that Buyer does not agree in writing to assume (subject to Section 7.1(i) below), all of which shall not be waived or deemed to be waived) which shall then be deemed additional Permitted Exceptions. In the event this Contract is terminated by Buyer pursuant to Section 4.4 or this Section 4.5, the Title Company shall immediately deliver to Buyer the Earnest Money and all interest accrued thereon, less the Independent Consideration, which shall be paid to Seller, and neither Party hereto shall have any further obligation or liability under this Contract to the other Party.

4.6 New Title Matters. Prior to Closing, Buyer shall have the right to request that Seller obtain an updated Title Commitment. In the event that the updated Title Commitment reflects any additional exceptions to title to the Property, Buyer shall have a period of five (5) Business Days following delivery of such updated Title Commitment to notify Seller in writing of any additional Title Objections with respect to such additional exceptions. If Buyer delivers written notice of its additional Title Objections to Seller in accordance with Section 4.6 hereof, then Seller shall have a period of five (5) Business Days in which Seller, at Seller's option, may undertake to eliminate or satisfy the additional Title Objections to the satisfaction of Buyer. If Seller is unable or

unwilling to so correct such additional Title Objections, Seller shall deliver Buyer written notice thereof and Buyer shall have the right, as its sole remedy, to (i) terminate this Contract whereupon the Earnest Money and all interest thereon shall be promptly returned to Buyer and neither Party shall have any obligation hereunder except for those obligations which expressly survive termination hereof; or (ii) waive any objection to such additional exception (except for any new Monetary Liens or any matter on Schedule C of the Title Commitment) whereupon such additional exception shall constitute a Permitted Exception hereunder. Buyer's failure to make such election within five (5) Business Days following Buyer receipt of such written notice shall be deemed an election under clause (ii) of the preceding sentence to waive such objection.

## V.

### REPRESENTATIONS AND WARRANTIES OF BUYER

5.1 Buyer represents, warrants, covenants and agrees with Seller that as of the Execution Date and as of the Closing Date,

a. Buyer has and shall have the full right, power and authority to purchase the Property from Seller as provided in this Contract and the authority to carry out its obligations hereunder; and

b. All required action by the Buyer's governing board necessary to authorize Buyer to enter into this Contract and to carry out its obligations hereunder before Closing will have been taken.

5.2 Buyer shall give Seller immediate notice upon the occurrence of any event, or receipt of any notice that might give rise to a breach by Buyer of any of its representations or warranties set forth in this Article V.

## VI.

### REPRESENTATIONS AND WARRANTIES OF SELLER

6.1 Seller hereby represents, warrants, covenants and agrees with Buyer that as of the Execution Date and as of the Closing Date, all of the following are true and accurate:

a. Seller has and shall have the full right, power and authority to convey its portion of the Property to Buyer as provided in this Contract and to carry out its obligations hereunder and that all required action by Seller to enter into this Contract and to carry out its obligations hereunder has been, or upon Closing will have been, taken.

b. Seller is not aware of and has received no notice of any current, pending, or threatened litigation affecting Seller or the Property that would in any way constitute a claim or obligation of any kind against the Property.

c. Seller will have at the time of Closing good and indefeasible title in fee simple to the Property, free and clear of all encroachments, encumbrances, covenants,

conditions, restrictions, rights-of-way, easements and other matters affecting title, except for the Permitted Exceptions.

d. The Property is not subject to any leases other than the Leases described in the rent roll attached hereto as Exhibit E and made a part hereof, which rent roll is true, complete and accurate in all respects as of the Closing Date. There are no understandings, oral or written, between the parties to the Lease which in any manner vary the obligations or rights of either party as set forth in the Lease. Seller is the owner and lessor of landlord's interest in the Leases. No Person has any possessory interest in the Property or right to occupy the same except under and pursuant to the provisions of the Leases. The current Leases are in full force and effect and there are no defaults thereunder by either party and there are no conditions that, with the passage of time or the giving of notice, or both, would constitute defaults thereunder. Except as listed and described on attached Schedule 6.1(d) and made a part hereof, no Rent has been paid more than one (1) month in advance of its due date. All security deposits are held by Seller in accordance with applicable law. Except as listed and described on attached Schedule 6.1(d) and made a part hereof, all work to be performed by Seller under each Lease has been performed as required and has been accepted by the applicable Tenant, and any payments, free rent, partial rent, rebate of rent or other payments, credits, allowances or abatements required to be given by Seller to any Tenant has already been received by such Tenant. There has been no prior sale, transfer or assignment, hypothecation or pledge of any Lease or of the Rents received therein which will remain outstanding after Closing. Except as listed and described on attached Schedule 6.1(d) and made a part hereof, no Tenant listed on the Rent Roll has assigned its Lease or sublet all or any portion of the premises demised thereby, no such Tenant holds its leased premises under assignment or sublease, nor does anyone except such Tenant and its employees occupy such leased premises. No Tenant under any Lease has a right or option pursuant to such Lease or otherwise to purchase all or any part of the leased premises or the Building of which the leased premises are a part. Except as listed and described on attached Schedule 6.1(d) and made a part hereof no Tenant under any Lease has any right or option for additional space in the Improvements. Except as listed and described on attached Schedule 6.1(d) and made a part hereof, there exists no exclusive or continuing leasing or brokerage agreements affecting any portion of the Property to which Seller is a party, directly or indirectly, whether by assignment or otherwise.

e. Except as listed on attached Exhibit F and made a part hereof, there are no service or other contracts or any material agreements, instruments, understandings, relating to or affecting the Property that will survive Closing and/or that would be binding upon Buyer.

f. The financial statements delivered by Seller to Buyer accurately reflect the rents and other gross receipts, and the amounts paid by Seller for electricity, water, sewer, other utility services, insurance, fuel, maintenance and repairs (whether capitalized or expensed), real estate taxes, payroll and payroll taxes and other operating and other expenses associated with the Property for the periods covered thereby.

g. There are no verbal and there are no written promises, understandings, or commitments between Seller and any person or entity that would be binding upon Buyer after Closing.

h. No person, firm, or entity has any rights to ownership in the Property, including any future interest, and no person, firm, or entity has any rights to acquire the Property other than Buyer under this Contract.

i. There are no unrecorded instruments or agreements that will bind the Property or impose any obligation or liability on the Buyer as owner of the Property following Closing.

j. Seller has not received any written or verbal notice and has no knowledge of any claims for unpaid bills for work performed on or materials delivered to the Property that though not then the subject of, might provide the basis of a mechanic's and materialmen's or other lien on the Property.

k. Seller has not, and to Seller's knowledge, no other person has generated, stored, dumped, located, or released any Hazardous Material in violation of any Environmental Law.

l. To Seller's knowledge, there are no Hazardous Materials present at the Property in violation of applicable Environmental Law.

m. Seller has not received any written notice regarding the Property being in violation or non-compliance with any recorded restriction or covenant affecting the Property.

n. Seller has received no written notice of any violation or alleged violation of any applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to and affecting the Property.

o. The performance of this Contract will not result in any breach of, or constitute any default under, or result in any imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which each seller entity is a party, or by which each seller entity, or the Property might be bound.

p. There is not pending, or to the best of Seller's knowledge, threatened, any condemnation proceeding or other litigation relating to or otherwise affecting Seller and/or any of the Property.

6.2 Seller acknowledges that the purchase of the Property and the Buyer's obligations under this Agreement require approval of the Buyer's Board of Trustees.

6.3 Modification of Warranties. At or prior to Closing, Seller may update and modify any warranties contained herein to comport with events or discoveries occurring between the Effective Date and the Closing, which are outside the reasonable control of the Seller. In the event

Buyer is unable or unwilling to accept the updated and modified warranties, either Party may terminate this Contract; the Earnest Money shall be returned to the Buyer; and neither Party shall have any further liability hereunder.

## VII. EXPRESS COVENANTS

7.1 Seller's Covenants. Between the date hereof and the Closing, Seller expressly covenants and agrees that:

a. Deliverables. Seller shall post to a OneDrive file or if not contained in said OneDrive file, shall within five (5) business days of the Effective Date make available for Buyer's review the following documents related to the Property, but only to the extent they exist within Seller's possession or control: (i) the Leases; (ii) a Current Rent Roll-Occupancy Summary (including any prepaid rents and tenant deposits); (iii) a list of current vacancies; (iv) Service Contracts; (v) Most Recent Property Tax Statements; (vi) Certificates of Occupancy; (vii) a list of Historical Capital Improvements made to the Building/Parking Garage; (viii) Environmental Reports; (ix) Appraisal reports; (x) a List of Personal Property; (xi) Survey and Recorded Plat; Building Plans; (xii) Utilities (contracts, 2022 YTD and most recent invoices); (xiii) Warranties; and (xiv) Permits/Licenses ("Deliverables").

b. No Waste. Seller shall not commit waste of the Property;

c. Notice of Litigation. Seller shall give to Buyer immediate written notice of the institution of or receipt of notice of any litigation or threatened litigation affecting Seller or the Property which would in any way constitute or have the effect of presently or in the future creating a lien, claim or obligation of any kind against the Property;

d. Notice of Hazardous Materials. Seller shall give to Buyer immediate written notice of the discovery of any Hazardous Materials on, in, or under the Property or the receipt of oral or written notice, including, but not limited to, notice from a governmental authority, regarding the existence of any Hazardous Materials on, in or under the Property or the existence of any Hazardous Materials on, in, or under any other real property which originated from, or was claimed to have originated from, the Property;

e. Other Notice. Seller shall give Buyer immediate notice upon the occurrence of any event, or receipt of any notice, which might give rise to a breach by Seller of any of its representations or warranties set forth in Article VI above;

f. No New Encumbrances. Seller shall not, in between the date of this Contract and the Closing Date, further mortgage, encumber or suffer to be encumbered all or any portion of the Property, which encumbrances would survive the Closing Date, without the prior written consent of Buyer.

g. Maintenance. In addition to Seller's other obligations hereunder, Seller shall, upon and after the date of this Contract and to and including the Closing Date, at Seller's sole cost and expense, maintain the Property in the ordinary course of business consistent with past practice, pay all taxes, assessments, fines, penalties, charges and other operating expenses, and shall make all repairs, maintenance and replacements of the Improvements and any Personal Property and otherwise operate the Property in its ordinary and customary manner, and otherwise in the same manner as before the making of this Contract, the same as though Seller were retaining the Property. Seller shall not make any material alterations to the Property without first receiving Purchaser's prior written consent thereto (except in connection with tenant improvements pursuant to the Leases).

h. Agreements. After the date hereof, without Buyer's prior written consent (which will not be unreasonably withheld) in no event shall Seller enter into any agreement or contract with respect to the Property (other than a lease, which shall be governed by the relevant other provisions of this Agreement) which is not terminable on thirty (30) days' prior notice (without premium or penalty).

i. Leases. To the extent that any new leasing proposals are given serious consideration by Seller, Seller agrees to provide Buyer with information in its possession and with regular updates regarding such proposals, including without limitation a list of all Lease Expenses incurred in connection therewith. After the expiration of the Inspection Period, provided the Agreement has not been terminated, the Buyer shall have the right to review and approve any additional leasing. The parties agree that if the Buyer has approved any new lease(s) (or is deemed to have approved them if prior to the expiration of the Inspection Period) and said lease(s) is/are fully executed after the Effective Date and prior to Closing, that: (i) Buyer agrees to be bound as landlord subsequent to Closing; (ii) Buyer shall pay to Seller at Closing all Lease Expenses incurred in connection therewith; and (iii) Buyer shall assume responsibility to complete all landlord's obligations after Closing set forth in such Lease.

j. Other Covenants. From the Effective Date until Closing, Seller shall: (i) shall notify the Buyer of any Hazardous Materials placed or discovered on the Property in violation of applicable law after the earlier of the Effective Date ("New Hazardous Materials"); and (ii) promptly furnish Buyer with a copy of all notices of violation of laws or municipal ordinances, regulations, order or requirements of any state, city, or municipal departments or other governmental authorities having jurisdiction over the Property.

7.2 In the event Seller fails to operate the Property in accordance with this Contract, such failure shall be deemed to be a default by Seller, and Buyer shall pursue the rights available under Section 11.1(b). In the event that any New Hazardous Materials are placed or discovered at the Property, then Buyer shall have the right to terminate this Contract by giving written notice of termination to Seller within five (5) Business Days of the earlier to occur of (a) the date Buyer obtains actual knowledge of the existence of New Hazardous Materials; (b) the date of Buyer's receipt of written notification from Seller of New Hazardous Materials; or (c) the date Buyer discovered any New Hazardous Materials at, on, or under the Property.

7.3 Between the Execution Date and the Closing Date, Seller expressly grants Buyer and any consultant hired by Buyer continuing access to and entry to and upon the Property to perform inspections, investigations, and other due diligence (collectively "Investigations") as Buyer may elect to perform.

**VIII.  
CONDITIONS PRECEDENT TO BUYER'S PERFORMANCE**

8.1 Buyer shall not be obligated to perform under this Contract unless all of the following shall have occurred or are true as of the Closing Date:

a. Board Approval. Before Closing, Buyer shall have received approval of the Contract, if required, and shall have received approval of the purchase and sale contemplated herein from the Galveston Independent School District Board of Trustees.

b. Title. Seller shall have good, indefeasible, and insurable fee simple title in and to the Property; shall have terminated any existing recorded or unrecorded leases, and has caused any parties in possession to have vacated the Property; and shall have terminated any service contracts or other similar obligations affecting the Property except those that Buyer agrees to assume in writing. Title to the Property shall be subject only to the Permitted Exceptions as provided in this Contract.

c. Closing Documents. Seller shall have provided to Buyer at Closing, each of the documents required pursuant to Section 10.2(a) hereof, in form and content mutually satisfactory to Buyer and Seller.

d. Seller's Warranties, Representations and Covenants. Each of Seller's warranties and representations set forth in Article VI hereof are true and correct as of the Execution Date and remain true as of the Closing Date. Furthermore, as of Closing, Seller shall have performed all its covenants as set forth in Article VII.

e. No Condemnation. On the Closing Date, no portion of the Property shall have been condemned or sold under threat of condemnation, or is subject to any proceedings for condemnation. Notwithstanding the foregoing, in the event that the Seller receives notice that a part of the Property is to be condemned, the Buyer, at its sole option, may elect to proceed to Closing on the remainder of the Property for the Purchase Price and participate in the condemnation proceeding and receive the full condemnation award for the part taken.

f. No Default. Seller shall not be in default hereunder.

g. Other Adverse Conditions. On the Closing Date, there has been no material change in any condition of or affecting the Property that has occurred after the end of the Inspection Period; provided, however, that in the event of the occurrence of such material change in the condition of or affecting the Property, Seller shall have the right, but not the obligation, to cure such condition to the satisfaction of Buyer and the Closing shall be

extended, for no more than thirty (30) calendar days, to provide Seller with such opportunity. If Seller is unable or unwilling to so correct such condition within such thirty (30) calendar day period, then Buyer shall have the right, at its election, on or before the Closing Date, as may be extended, to either (A) terminate this Contract by delivering written notice thereof to Seller and being reimbursed the Earnest Money; or (B) waive its objection to the condition and accept title to the Property subject to such condition.

h. Buyer's Investigations.

i. Commencing with the Execution Date and continuing through the Closing Date, Buyer will have access to and shall have the right to conduct whatever Investigations Buyer, in its sole discretion, elects to perform with respect to the Property to determine whether the Property is suitable for the Buyer's use. The inspection period shall commence upon the Effective Date and expire at 5:00pm on the 90<sup>th</sup> day thereafter ("Inspection Period"). Seller hereby grants Buyer and its designated representatives the continual right to access and enter the Property for purposes of its Investigations, including, without limitation, conducting the Survey, soil tests, drainage assessments, environmental and engineering studies, asbestos inspections, antiquities studies, topographical surveys, and any such other tests and studies as Buyer deems necessary or advisable to determine the suitability of the Property for Buyer's purposes. All tests and inspections shall be conducted in a good and workmanlike manner and in conformity with all applicable governmental and industry standards. After completion of the Investigations, if Buyer elects not to purchase the Property, Buyer shall restore the Property to substantially the same condition as before such inspection commenced.

ii. In the event that Buyer delivers written notice to Seller within the Inspection Period that Buyer desires to terminate this Contract for any reason, the Title Company shall immediately deliver to Buyer the Earnest Money (but not the Independent Consideration, which shall be paid to the Seller), this Contract shall terminate, and neither Party shall have any further obligation or liability under this Contract to the other Party. If the Closing of this transaction occurs, the Independent Consideration, if any, shall be applied toward the Purchase Price.

**IX.**

**CONDITIONS PRECEDENT TO SELLER'S PERFORMANCE**

9.1 Seller shall not be obligated to perform under this Contract unless all of the following have occurred or are true as of the Closing Date:

a. Closing Documents. Buyer shall have executed at or prior to Closing, each of the documents required pursuant to Section 10.2(b) hereof, in form and content as set forth herein.

b. Payment of Purchase Price. Buyer shall have delivered to the Title Company the Purchase Price, as adjusted under the terms of this Contract.

c. Buyer's Representations and Warranties. Each of Buyer's warranties and representations set forth in Article V hereof shall be true and correct as of the Execution Date and/or the Closing Date.

d. No Default. Buyer shall not be in default hereunder.

## X. CLOSING

10.1 Date and Place of Closing. The Closing hereunder shall take place electronically through the Title Company, or in such other manner and at such other place as Seller and Buyer may mutually agree. The Closing Date shall be on or before thirty (30) days after the end of the Inspection Period.

10.2 Items to be Delivered at the Closing.

a. Seller. At Closing, Seller (or the applicable seller entity) shall deliver to Buyer or its permitted assignees, the following items:

- i. a special warranty deed, in form substantially similar to the document attached hereto as Exhibit B ("Deed"), duly executed and acknowledged by the Seller, conveying good and indefeasible fee simple title to the Property to Buyer, subject only to the Permitted Exceptions;
- ii. a bill of sale for the Personal Property in the form attached hereto as Exhibit C ("Bill of Sale"), duly executed by Seller;
- iii. an assignment for the Leases, Rents, Tenant Deposits, Service Contracts and Intangible Personal Property in the form attached hereto as Exhibit D ("Assignment");
- iv. an Owner's title Debts, Liens and Possession affidavit in the form provided by or acceptable to the Title Company executed and sworn to by each seller entity with respect to its respective portion of the Property;
- v. releases for any Monetary Liens encumbering the Property;
- vi. a closing statement setting forth the Purchase Price and all closing credits and adjustments for the parties that are expressly provided for in this Contract ("Closing Statement") executed by Seller; and

- vii. an affidavit executed by each seller entity in the form satisfactory to the Title Company that the Buyer will not be required to withhold any tax and that no withholding liability exists as of the Closing under §1445 of the Internal Revenue Code (and the implementing regulations);
  - viii. copies of tax certificates representing that all taxes due and payable on the Property have been paid;
  - ix. All keys and entrance cards used on any part of the Property in Seller's possession or control;
  - x. All Leases and Service Contracts;
  - xi. Originals or copies of any warranties and guaranties received by Seller and to be assigned to Purchaser, from any contractors, subcontractors, suppliers or materialmen in connection with any construction, repairs or alterations of the Improvements, any tenant improvements or conveyed Personal Property;
  - xii. Originals or copies of certificates of occupancy, licenses and permits for the Improvements in the possession of Seller or its manager;
  - xiii. Existing as-built plans and specifications for the Improvements in the possession of Seller or its manager; and
  - xiv. additional documents and instruments that the Title Company reasonably may require in order for the Title Company to issue the Title Policy or which Buyer's counsel and Seller or Seller's counsel may mutually reasonably determine are necessary to the proper consummation of this transaction.
- b. Buyer. At the Closing, Buyer shall deliver to the Title Company each of the following items:
- i. the total Purchase Price, less any credits and/or any adjustments as provided herein;
  - ii. counterparts of the Bill of Sale and Assignment, signed by the Buyer;
  - iii. the Closing Statement executed by the Buyer; and
  - iv. all additional documents and instruments the Title Company may require in order to close the transaction and issue the Title Policy or which Buyer and Seller may mutually reasonably determine are necessary to the proper consummation of this transaction.

10.3 Adjustments at Closing. All normal and customarily pro-ratable items, including, without limitations, real estate taxes (in accordance with Section 10.4 of this Contract) shall be prorated as of the Closing Date, Seller being charged and credited for all of same up to the Closing Date and Buyer being charged and credited for all of same on and after such date. If the actual amounts to be prorated are not known as of the Closing Date, the pro-rations shall be made on the basis of the best evidence then available, and thereafter, when actual figures are received, a cash settlement will be made between Seller and Buyer.

10.4 Closing Prorations.

a. Rents. All Rents and other receipts actually received in the month in which the Closing occurs shall be prorated as of the Closing. Buyer shall use reasonable efforts after the Closing to collect delinquent Rents for the period up to the Closing, provided, however, that all collections shall be applied first to Rent due and owing for periods commencing after the Closing, and then to periods prior to the Closing. Percentage Rents (if any) shall be prorated by Buyer when received by Buyer, based on twelve thirty (30) day months.

b. Common Area Maintenance Charges. All reimbursable expenses (other than items described under the next succeeding paragraphs) shall be reconciled at Closing, such that if Seller has collected sums in excess of its reimbursable expenses under the Leases, Seller shall pay such excess to Buyer. In the event that such reconciliation shows that Seller has collected less than its incurred reimbursable expenses under the Leases, Buyer shall remit the shortfall to Seller, when and to the extent actually collected from tenants (with such collections applied first to amounts due to Buyer, and then to Seller) not later than the expiration of three months after the conclusion of the twelve-month period then in progress with respect to the budgeting of such expenses under the Leases.

c. Utilities. Unless such items are subject to proration under subparagraph (b) above, all utilities, including gas, water, sewer, electricity, telephone and other utilities supplied to the Property shall be read as of the Closing Date. Seller shall pay, prior to the Closing Date, all such amounts for which a bill has been received or for which service was rendered prior to the Closing Date.

d. Service Contracts. Amounts payable under Service Contracts shall be prorated on an accrual basis. Seller shall pay, prior to the Closing Date, all such amounts for which a bill has been received or for which service was rendered prior to the Closing Date.

e. Tenant Deposits. At Closing, Seller agrees to pay Purchaser from the proceeds an amount equal to the Tenant Deposits and so authorizes the Escrow Agent to deduct from Seller's proceeds and pay such amount to Buyer. In other words, at closing the Buyer shall receive a check or wire (at Buyer's option) equal to the amount of Tenant Deposits, without setoff, along with an accounting setting forth the amount of each Tenant Deposit associated with each Tenant.

f. Lease Expenses.

- i. All outstanding tenant finish and improvement costs, architect fees, space planning and design fees, leasing commission costs and all other tenant concessions, costs, expenses and legal fees (collectively, "Lease Expenses") paid or incurred in connection with Leases or amendments thereof executed prior to the Effective Date shown on Exhibit G shall be the responsibility of Seller. Any Lease Expense for which Seller is responsible shall be delivered to Purchaser as a credit against the Purchase Price at closing.
- ii. Any Lease Expenses paid or incurred in connection with Leases or amendments thereof executed on or after Effective Date, including third party referral fees with respect to Leases or other rental agreements (including, without limitation options, renewals and extensions) and legal fees directly related to such leasing payable by Purchaser, shall be the responsibility of Purchaser. Seller shall receive a credit at Closing for any such Lease Expenses for which Purchaser is responsible and which have been paid by Seller prior to the Closing Date.
- iii. Notwithstanding the foregoing or anything contained herein to the contrary, Buyer shall be solely responsible for the payment of all Lease Expenses payable in connection with any options, renewals, extensions, or otherwise, accruing or arising under Leases and amendments thereof (whether executed before or after the Closing Date) after the Closing Date provided that such Lease Expenses have been disclosed on Schedule 6.1(d) attached hereto.

g. Ad Valorem Tax Settlement. The ad valorem taxes for the Property for the year in which Closing occurs shall be prorated based on the current year's taxes if known, or if not known then on the basis of such taxes for the prior year. All tax prorations shall be based upon a fraction determined by dividing the number of days elapsed through the Closing Date by 365/366, as applicable. All tax prorations shall be final.

h. Rollback Taxes. Any rollback taxes occurring as a result in the change in use of the Property prior to Closing other than Buyer's intended use shall be the responsibility of the Seller to pay. The Seller shall not be responsible for any rollback taxes occurring as a result in the change in use of the Property after Closing. The Buyer represents that as a governmental entity, it is exempt from the assessment of rollback taxes.

i. Survival. Buyer and Seller's obligation to prorate as described in this Section 10.4 shall survive the Closing for a period of six (6) months (unless within such time Buyer or Seller makes a claim against the other party to this Agreement with respect to such obligation to prorate, in which case such obligation shall survive without limitation), and Buyer and Seller shall use good faith efforts to conclude prorations with

respect to percentage rent and common area maintenance charges as soon as practicable after the determination of the amounts thereof. Notwithstanding the foregoing, in the event that any of the tenants at the Property challenge any expense pass-throughs or reimbursable expense reconciliations with respect to any period prior to the Closing, Seller hereby agrees that it shall be solely responsible to repay to such tenant any overpayments by such tenant, and shall repay such overpayments (and any other amounts owing by the landlord under the relevant lease and relating to such overpayment, including without limitation audit costs and interest, if applicable) to such tenant within fifteen (15) business days after the determination of the amount thereof provided no other sums are due to Seller by such tenant. Seller hereby indemnifies Buyer from and against any and all loss, costs and expense incurred by Buyer including attorney's fees incurred as a result of any such overpayments by tenants. Seller's obligations under the immediately preceding two sentences shall survive the Closing without limitation. Nothing in the Assignment shall be construed to amend, modify or diminish in any way the provisions of this Section 10.4.

10.5 Possession and Closing. Possession of the Property shall be delivered to Buyer by Seller at the Closing.

10.6 Costs of Closing. Seller agrees to pay (as such costs may be allocated among the seller entities as Seller shall determine appropriate):

- a. all charges for tax certificates;
- b. ad valorem taxes and any assessments for the time period up to Closing;
- c. Seller's attorneys' fees; and
- d. all charges incurred by Seller for the procurement, preparation, and recording of any releases, waivers, or other instruments required to clear Seller's title to the Property in accordance with the provisions hereof.

10.7 Buyer agrees to pay:

- a. the cost of the basic premium for the Title Policy required under Section 4.2 including the cost of any endorsements to the Title Policy that may be elected by Buyer;
- b. the escrow fees reasonably charged by the Title Company;
- c. fee for recording the Deed charged by the county clerk's office; and
- d. Buyer's attorneys' fees (to be paid outside of Closing).

All other reasonable and necessary costs, fees, penalties and other expenses incurred at the Closing shall be paid by Seller and/or Buyer as is customarily done in connection with a closing in Galveston County, Texas of the type of transaction contemplated by this Contract.

## XI. DEFAULTS AND REMEDIES

### 11.1 Seller's Defaults; Buyer's Remedies.

a. Seller's Defaults. Seller shall be deemed to be in default hereunder if Seller shall fail to meet, comply with, or perform any covenant, agreement or obligation on its part required under this Contract, including the failure to convey the Property on or before Closing, or any warranty or representation shall become untrue when made or deemed to be made.

b. Buyer's Remedies. In the event Seller shall be determined to be in default hereunder, Buyer may elect to (i) terminate this Contract and be reimbursed the Earnest Money plus any interest accrued thereon (but not the Independent Consideration, which shall be delivered to Seller); or (ii) seek and obtain specific performance and recover reasonable attorney's fees and expenses in connection therewith. No failure on the part of Buyer to exercise, and no delay in exercising, any right under this section shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. The remedies provided in this Section 11.1 are cumulative and not exclusive of any remedies provided by law.

### 11.2 Buyer's Defaults; Seller's Remedies.

a. Buyer's Default. Buyer shall be deemed to be in default hereunder if Buyer shall fail to meet, comply with, or perform any covenant, agreement or obligation on its part required under this Contract, including the failure to pay the Purchase Price, as adjusted under this Contract, at Closing.

b. Seller's Remedy. In the event Buyer shall be determined to be in default hereunder, Seller may elect to terminate this Contract and receive the Earnest Money as liquidated damages. It is agreed between Buyer and Seller that the Earnest Money shall be liquidated damages for a default of Buyer hereunder because of the difficulty, inconvenience, and uncertainty of ascertaining actual damages for such default. It is further agreed that the liquidated damages provided for herein represent a reasonable forecast of Seller's damages, considering all the circumstances existing as of the date of this Contract. Upon default, the Title Company also will release to Seller the Independent Consideration. No failure on the part of Seller to exercise, and no delay in exercising, any right under this section shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

## XII. MISCELLANEOUS

12.1 References. All references to "Article", "Articles", "Section", or "Sections" contained herein are, unless specifically indicated otherwise, references to Articles and Sections of this Contract.

12.2 Exhibits. References to "Exhibits" contained herein, if any, are references to exhibits attached hereto, all of which are made a part hereof and incorporated herein for all purposes.

12.3 Captions. The captions, headings and arrangements used in this Contract are for convenience only and do not in any way affect, limit, amplify or modify the terms and provisions hereof.

12.4 Number and Gender of Words. Whenever herein the singular number is used, the same shall include the plural where appropriate and words of any gender shall include each other gender where appropriate.

12.5 Notices and Communications. All notices, demands, and requests and other communications required or permitted hereunder shall be in writing, shall be sent by certified mail, return receipt requested; by courier; or by electronic communications including email and telephonic facsimile and shall be deemed to be delivered (i) upon first attempted delivery if sent by mail or by courier and (ii) upon transmittal if sent by electronic communications. Buyer's and Seller's respective addresses for purposes of this Contract, and to which all notices required hereunder shall be sent, are as follows:

If to the Seller: CAMPSIMS, INC.  
[Redacted]  
Email: [Redacted]

With a copy to: \_\_\_\_\_  
c/o \_\_\_\_\_  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
Email: \_\_\_\_\_

If to the Buyer: Galveston Independent School District  
Attn: Dr. Jerry Gibson, Superintendent  
3904 Avenue T  
Galveston, Texas 77550  
Telephone: (409) 766-5121  
Email: [JerryGibson@gisd.org](mailto:JerryGibson@gisd.org)

With copy to: Thompson & Horton, LLP  
Attn: Mark D. Smith  
Ross Tower, Suite 3150

500 North Akard Street  
Dallas, Texas 75201  
Telephone: (469) 421-6844  
Facsimile: 972-528-5131  
Email: [msmith@thompsonhorton.com](mailto:msmith@thompsonhorton.com)

12.6 Governing Law and Venue. This Contract is being executed and delivered and is intended to be performed in the State of Texas, and the laws of such State shall govern the validity, construction, enforcement, and interpretation of this Contract. Exclusive venue for any legal proceeding relating to this Contract shall be in Galveston County, Texas.

12.7 Assignment of Contract. Neither Party may assign this Contract without the prior written consent of the other Party.

12.8 Entirety and Amendments. This Contract embodies the entire agreement between the Parties and supersedes all prior agreements, understandings, and negotiations, whether verbal or written, between the Parties, relating to the Property and this transaction and may be amended or supplemented only by an instrument in writing executed by the Party against whom enforcement is sought.

12.9 Invalid Provisions. If any provision of this Contract is held to be illegal, invalid, or unenforceable under present or future laws, such provisions shall be fully severable the same as if such invalid or unenforceable provisions had never comprised a part of the Contract; and the remaining provisions of the Contract shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Contract. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be automatically as a part of this Contract, a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid, and enforceable. Notwithstanding anything to the contrary contained herein, if any condition precedent to Buyer's or Seller's obligations hereunder is held to be illegal, invalid, or unenforceable under present or future laws, then Buyer or Seller may terminate this Contract by written notice delivered to the other Party and, thereafter, the Parties hereto shall have no further obligations or liabilities hereunder, one to the other.

12.10 Multiple Counterparts; Electronic Signatures. This Contract may be executed in a number of identical counterparts. If so executed, each of such counterparts is to be deemed an original for all purposes and all such counterparts shall, collectively, constitute one agreement, but, in making proof of this Contract, it shall not be necessary to produce or account for more than one such counterpart. A copy of this Contract signed by the Parties and other documents required under this Contract may be transmitted by, and the Parties agree to receive the executed Contract and other documents, via electronic mail.

12.11 Parties Bound. This Contract shall be binding upon and inure to the benefit of Seller and Buyer and their respective successors and permitted assigns.

12.12 Risk of Loss. Risk of loss or damage to the Property or any part thereof by fire or any other casualty from the Execution Date up to the time of delivering the Deed transferring title to the Property to Buyer will be on Seller and thereafter will be on Buyer.

12.13 Further Acts. In addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by Seller to Buyer, Seller and Buyer agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered at the Closing or after the Closing any and all such further acts, deeds and assurances as may be necessary to consummate the transactions contemplated hereby

12.14 Time of the Essence. It is expressly agreed by the Parties hereto that time is of the essence with respect to this Contract. If the final day of any period of any date of performance under this Contract falls on a Saturday, Sunday or legal holiday, then the final day of said period or the date of performance shall be extended to the next Business Day thereafter.

12.15 Survival. All covenants and agreements contained herein and intended to be performed subsequent to any Closing hereunder shall survive the execution and delivery of the deed and other closing documents required hereby and specifically shall not be deemed to be merged into or waived by any instrument of Closing, but shall expressly survive and be binding upon Seller and Buyer. Any liability of Seller for misrepresentation or breach of warranty continued herein shall survive the execution and delivery of the deed and other closing documents required hereby, specifically shall not be deemed to be merged into or waived by any instrument of Closing, and such liability shall survive and be binding on Seller.

12.16 Real Estate Broker. Seller and Buyer represent that they are not represented by a broker with regard to this transaction. Seller and Buyer each agree to, and does hereby, indemnify and hold the other party harmless for claims for commissions, fees or compensation in connection with this Agreement and the transaction contemplated herein.

12.17 Notice to Buyer. The Texas Real Estate License Act requires a real estate agent to advise Buyer that it should have an attorney examine an abstract of title to the Property being purchased; or a title insurance Policy should be obtained. Notice to that effect is, therefore, hereby given to Buyer.

*[Signature page to follow]*

[Signature page for Purchase and Sale Contract between CampSims, Inc., as Seller, and Galveston Independent School District, as Buyer]

EXECUTED as of the 15th day of December, 2022.

Seller:

Buyer:

**CAMPSIMS, INC.,**  
a Texas corporation

**GALVESTON INDEPENDENT  
SCHOOL DISTRICT**

By: DocuSigned by:  
James D Sims Jr for CampSims Inc  
85A3E59420CE408...  
James Sims  
Title: President

By: DocuSigned by:  
Jerry Gibson  
DA3B22B02829495...  
Jerry Gibson  
Title: Superintendent

TITLE COMPANY RECEIPT

The undersigned Title Company acknowledges receipt of an original executed copy of this Contract on the 16 day of December, 2022

STEWART TITLE COMPANY

By: Dana Phillips  
Name: Dana Phillips  
Title: Escrow Officer

The undersigned Title Company acknowledges receipt of Buyer's Earnest Money in the amount of Five Thousand and No/100 Dollars (\$5,000.00) on the \_\_\_ day of \_\_\_\_\_, 20\_\_.

STEWART TITLE COMPANY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

GF# 1788660

**EXHIBIT A**

Legal Description

**4228 Avenue O, Galveston, Galveston County, Texas 77550. (Triplex)**

A TRACT OF LAND BEING THE SOUTH EIGHTY-FIVE (85) FEET OF LOT FOURTEEN (14) AND THE SOUTH EIGHTY-FIVE (85) FEET OF THE WEST SEVEN (7) FEET OF LOT THIRTEEN (13), IN THE SOUTHWEST BLOCK (SW/4) OF OUTLOT 33, IN THE CITY AND COUNTY OF GALVESTON, TEXAS, BEING A PORTION OF THE TRACT OF LAND CONVEYED TO SIDNEY R. KAY AND WIFE, SHIRLEY KAY, RECORDED IN VOLUME 699, PAGE 635, IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS, SAID TRACT OF LAND CONTAINING 0.098 ACRE (4,250 SQUARE FEET) OF LAND AND BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1 INCH DIAMETER STEEL REINFORCEMENT BAR (1" IR) FOUND FOR THE SOUTHWEST CORNER OF THE SW/4 OF OUTLOT 33,

THENCE N 18 DEG 50' W ALONG THE COMMON LINE OF SW/4 OF OUTLOT 33 AND THE EAST LINE OF 43<sup>RD</sup> STREET (80 FOOT WIDTH), 85.00 FEET TO A FOUND 1" STEEL PIPE (1" IP),

THENCE N 71 DEG 10' E, AT 43.00 FEET PASS THE COMMON LINE OF LOTS 13 AND 14, IN ALL 50.00 FEET TO A FOUND 1" IP;

THENCE S 18 DEG 50' E, 85.00 FEET TO A POINT IN CONCRETE AT THE BASE OF A CHAIN LINK FENCE POST, BEING IN THE NORTH LINE OF AVENUE O (80 FOOT WIDTH),

THENCE S 71 DEG 10' W ALONG AVENUE O, AT 7.00 FEET PASS THE COMMON LINE OF LOTS 13 AND 14, IN ALL 50.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.098 ACRE (4,250 SQUARE FEET) OF LAND.

**EXHIBIT B**

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**SPECIAL WARRANTY DEED**

**THE STATE OF TEXAS**

§

**KNOW ALL PERSONS BY THESE**

**COUNTY OF GALVESTON**

§

**PRESENTS:**

§

That, **CAMPSIMS, INC.** (referred to as "Grantor"), for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor has GRANTED, BARGAINED, SOLD and CONVEYED and by these presents does GRANT, BARGAIN, SELL and CONVEY unto GALVESTON INDEPENDENT SCHOOL DISTRICT, a public independent school district and political subdivision of the State of Texas, ("Grantee"), and Grantee's successors and assigns, that certain parcel of land containing approximately \_\_\_\_\_ acres located in Galveston County, Texas, as more particularly described on the attached Exhibit A, ("Land") (ii) all improvements or fixtures on or under the Land, including, without limitation, all buildings and structures presently located on the Land (including but not limited to an approximately 4,250 sq ft 2 story triplex building (the "Building"), all apparatus, equipment, fixtures, machinery and appliances presently located on the Land owned by Seller and used in connection with the operation or occupancy thereof, such as heating and air conditioning systems and facilities used to provide any utility services, parking services, refrigeration, ventilation, garbage disposal, recreation or other services thereto, and all landscaping and leasehold improvements of tenants, if any, which become the property of the owner of the Land (all of which are collectively referred to as the "Improvements"); (iii) Seller's rights, title and interest, if any, in and to all easements, tenements, hereditaments, privileges and appurtenances in any way benefitting such Land, including, without limitation, (A) any land to the midpoint of the bed of any highway, street, alley, road or avenue, open or proposed, in front of, abutting, or adjoining such Land; (B) any land lying in or under the bed of any creek, stream, bayou or river running through, abutting or adjacent to such Land; (C) all development rights, air rights, water, water rights and water stock relating to the Land and any other easements, rights-of-way or appurtenances owned by Seller and used in connection with the beneficial operation, use and enjoyment of the Land, the Leases, the Rents, the Improvements, the Intangible Property or any other appurtenance; (D) the present or future use of utilities or utility facilities, and all impact fees that are creditable to, pertain to, or benefit such Land; (E) any strips, gores or pieces of property abutting, bounding or which are adjacent or contiguous to such Land except as herein provided; (F) any reversionary interests benefitting such Land; (G) any rights-of-way, rights of ingress or egress, or other interests in, on or to any land, highway, street, road or avenue, sidewalks, alleys, driveways, parking areas and areas adjacent open or proposed, in, on, across, in front of, abutting or adjoining such Land; (H) all water and water rights in, on, under and that may be produced from the Land (or rights-of-way, lakebeds, waterways or other strips adjacent or contiguous to the Property) (collectively "Water Rights"); (I) any awards made, or to be made in lieu thereof, and in and to any unpaid awards for damage thereto in any way benefitting such Land; (J) any easement across, adjacent to or benefitting the such Land, existing or abandoned; and (K) any other rights and benefits pertaining to the Land (clauses (iii)(A) through (K) being referred to as

“Appurtenances”) (the Land, the Improvements, and the Appurtenances collectively shall be referred to as “Property”).

Reservations and Exceptions

This conveyance is made by Grantor and accepted by Grantee subject to the matters set forth on Exhibit B to this deed, attached hereto and incorporated herein (collectively, the “Permitted Exceptions”) to the extent that such Permitted Exceptions are valid, legal, currently existing and in effect, and affect or pertain to the Property.

Taxes for the calendar year 2021 have been paid by Grantor. Taxes for the calendar year 2022, have been prorated between Grantor and Grantee as of the date of this deed and in accordance with that certain Purchase and Sale Contract between the Grantor and Grantee with an Effective Date of \_\_\_\_\_ (the “Contract”).

Grantor hereby expressly reserves from the conveyance hereunder any and all mineral rights in and to the Land, including but not limited to, all of the oil, gas, and associated hydrocarbons; coal, lignite, sulfur, phosphate, lead, zinc, copper, iron ore and other metallic ores; sodium, salt, uranium, thorium, molybdenum, vanadium, geothermal energy, titanium and other fissionable materials; gold, silver and other precious metals; bauxite, limestone and other stones; gypsum and other minerals of any kind or nature now owned by Grantor in, on or under the Land. Grantor waives and releases the right of ingress and egress in and to the Land and all surface rights appurtenant to the mineral rights hereby reserved.

TO HAVE AND TO HOLD the Property together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever, subject only to the hereinbefore Permitted Exceptions set forth in Exhibit B hereto to the extent they are valid, currently existing, and applicable to Grantee, and Grantor does by these presents bind itself, its respective heirs, administrators, successors and assigns to WARRANT and FOREVER DEFEND, all and singular, the Property 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.

*[Signatures appear on the following page]*

[Signature page 1 for Special Warranty Deed for approx. \_\_\_\_ acres  
to Galveston Independent School District]

EXECUTED as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**GRANTOR:**

**CAMPSIMS, INC.,**  
a Texas corporation

By: \_\_\_\_\_  
James Sims  
Title: President

STATE OF TEXAS                   §  
  §  
COUNTY OF GALVESTON       §

This instrument was acknowledged before me, the undersigned authority, this \_\_\_\_ day  
of \_\_\_\_\_ 20\_\_, by James Sims, the President of CampSims, Inc., a Texas corporation on  
behalf of said corporation.

[SEAL]

\_\_\_\_\_  
Notary Public ★ State of Texas

AFTER RECORDING RETURN TO GRANTEE AT:

**EXHIBIT A TO DEED**

*Legal Description*

[To come from the Surveyor's signed and sealed field notes]

**EXHIBIT B TO DEED**

*Permitted Exceptions*

**EXHIBIT C**

**BILL OF SALE**

This BILL OF SALE is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2022 (the "Effective Date") by **CAMPSIMS, INC.**, a Texas corporation with principal offices at \_\_\_\_\_ (hereinafter "Seller"), in favor of **GALVESTON INDEPENDENT SCHOOL DISTRICT**, a political subdivision of the state of Texas, with offices at \_\_\_\_\_ (hereinafter "Purchaser").

WHEREAS, in connection with the sale of that certain real property known as "\_\_\_\_\_", located in the City of Galveston, Galveston County, Texas, and being more particularly described on **Exhibit "A"** attached hereto and made a part hereof (the "Land"), together with certain improvements located thereon ("Improvements"), Seller has agreed to sell, transfer and assign to Purchaser certain personal property particularly utilized in the operation and ownership of the Land and Improvements.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller does hereby grant, bargain, sell, assign, transfer, set over, and deliver to Purchaser all of Seller's right, title, and interest in and to the following:

All tangible personal property owned by Seller located on, or situated in and used in connection with, the Land and/or the Improvements, including but not limited to all furniture, furnishings, fixtures, equipment (including equipment utilized in connection with the operation of the surface parking area on the Property), machinery, maintenance vehicles and equipment, tools, parts, recreational equipment, carpeting, art work, and window treatments, all keys, books, records, plans and specifications and architectural and engineering drawings and other tangible personal property owned by Seller or in which Seller otherwise has an interest (other than a leasehold interest) if utilized by Seller solely in connection with the Property which is not owned by tenants under the leases for the Improvements, together with all replacements and substitutions therefor located on the Land and used in connection with the operation or maintenance of the Land and Improvements, together with any replacements or additions thereto between the Effective Date and Closing, including but not limited to the items being more particularly described in **Exhibit "B"** attached hereto and made a part hereof (collectively, "Personal Property");

TO HAVE AND TO HOLD the aforesaid Personal Property unto Purchaser, its successors and assigns forever.

Seller warrants the Personal Property to be free and clear of all security interests, liens, and other encumbrances of any type or description of any party claiming by, through or under Seller. Seller covenants with Purchaser that Seller has the authority to transfer and assign the right, title and interest conveyed and will warrant and defend the same in favor of Purchaser, its successors and assigns, against the claims and demands of any party claiming by, through or under Seller.

Unless as otherwise provided in the Purchase Agreement and in this Bill of Sale, THE PERSONAL PROPERTY IS SOLD IN ITS "AS-IS" CONDITION WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF FITNESS OR MERCHANTABILITY,

This Bill of Sale shall be governed by, interpreted under, construed under and enforceable in accordance with the laws of the State of Texas.

*(signature page follows)*



**Exhibit "A" to Bill of Sale**  
**Legal Description of the Property**  
**(to be attached)**

**Exhibit "B" to Bill of Sale**  
**List of Personal Property**

**EXHIBIT D**

**ASSIGNMENT**

THIS ASSIGNMENT ("Assignment") is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Effective Date") by and between CAMPSIMS, INC., a Texas corporation, with principal offices at \_\_\_\_\_ ("Assignor") and GALVESTON INDEPENDENT SCHOOL DISTRICT, a public independent school district and political subdivision of the State of Texas, with principal offices at \_\_\_\_\_ ("Assignee").

**WITNESSETH**

WHEREAS, in accordance with that certain Agreement of Sale and Purchase of Improved Property dated \_\_\_\_\_, ("Agreement") by and between Assignor, as Seller, and Assignee, as of Purchaser, Assignor has agreed to convey to Assignee that certain real property located in the City of Galveston, Galveston County, Texas, as more particularly described in the Agreement and in Exhibit "A" attached hereto (the "Land"), together with certain improvements located thereon ("Improvements", and together with the Land, collectively, the "Property"), and in accordance with that certain Bill of Sale, Assignor has agreed to convey to Assignee certain personal property located on or used in connection with the Property (the "Personal Property");

WHEREAS, Assignor desires to assign its interest in and Assignee desires to accept the assignment of the Assignor's interests in the Leases and Rents (as defined below) affecting the Property, on the terms and conditions provided herein;

WHEREAS, Assignor desires to assign its interests in and Assignee desires to accept the assignment of Assignor's interests in and to the Assumed Contracts (as defined below) affecting the Property, on the terms and conditions provided herein;

WHEREAS, Assignor desires to assign its interest in and Assignee desires to accept the assignment of Assignor's interest in and to the Intangible Property (as defined below) affecting the Property, on the terms and conditions provided herein;

NOW, THEREFORE, IN CONSIDERATION of the purchase of the Property by Assignee from Assignor, the parties hereto agree as follows:

1. Assignment of Leases. Assignor hereby assigns, transfers, and conveys to Assignee all of Assignor's right, title and interest in and to all leases, occupancy agreements and other similar agreements to which Seller is a party or by which it is bound, together with all modifications, extensions and renewals thereof, and any guarantees of any of the foregoing and all security and letters of credit securing the obligations of tenants with respect to or demising or providing for the use or occupancy of space in any part of the Land, Appurtenances or Improvements (the "Leases"), and all income, receipts, funds and revenues of any kind whatsoever payable after the Effective Date under the Leases or otherwise with respect to all or any portion of the Land, Appurtenances or Improvements (the "Rents") and all security deposits held in connection with the Leases (the "Tenant Deposits"). The Leases are described on Exhibit "B" attached hereto.

Assignee hereby accepts the assignment of all of Assignor's right, title and interest in and to said Leases, and assumes all the obligations of Assignor under the Leases which accrue from and after the Effective Date and relate solely to the period commencing after the Effective Date.

Assignee acknowledges receipt of the Tenant Deposits hereby assigned and assumes all obligations for such deposits and liabilities for same under the Leases assigned from and after the Effective Date.

2. Assignment of Service Contracts. Assignor hereby assigns and transfers to Assignee all of Assignor's right, title and interest in and to the service contracts described on Exhibit "C" attached hereto and made a part hereof (the "Assumed Contracts")

Assignee hereby accepts the assignment of all of Assignor's right, title and interest in and to said Assumed Contracts and assumes those obligations of Assignor under the Assumed Contracts which accrue from and after the date hereof.

3. Assignment of Intangible Property. Assignor hereby assigns and transfers to Assignee all of Assignor's right, title, claim and interest in (i) any intangible personal property which relates to and is reasonably required for the operation and functioning of the Land, Improvements or Personal Property generally, (ii) any and all plans, specifications, warranties, guarantees, permits, contracts and other rights owned by Seller relating to the ownership, operation or functioning of all or any part of the Property, as defined below (including without limitation all third party guarantees and warranties, express or implied, in connection with the construction of the Improvements), (iii) all use, occupancy, building and operating permits, (iv) all licenses and approvals relating to the Property (all of the foregoing are collectively referred to as the "Intangible Property").

4. Indemnity. Assignor shall indemnify, defend, and hold Assignee harmless from any and all liabilities, claims, demands, damages, and causes of actions that may now or hereafter be made or asserted against Assignee arising out of or related to the Leases, the Assumed Contracts, or the Intangible Property for acts or omissions of Assignor accruing prior to the Effective Date of this Assignment.

5. Successors and Assigns. All of the covenants, terms and conditions set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

6. Authority. Assignor and Assignee warrant and represent to each other that they have the power and authority to enter into this Assignment and that the persons duly executing this Assignment on behalf of Assignor and Assignee have the requisite power and authority to do so.

7. Capitalized Terms. Capitalized terms not defined in this Assignment shall have the meaning ascribed to them in the Agreement.

*(signature pages follow)*



**ASSIGNEE:**

**GALVESTON INDEPENDENT SCHOOL DISTRICT,**  
a public independent school district and political subdivision of the State of Texas

By: \_\_\_\_\_  
Name: Jerry Gibson  
Title: Superintendent

STATE OF TEXAS                   §  
  §  
COUNTY GALVESTON           §

This Assignment was subscribed, sworn to and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Jerry Gibson who is the Superintendent of Galveston Independent School District, a public independent school district and political subdivision of the State of Texas, on behalf of said school district.

My Commission expires: \_\_\_\_\_  
\_\_\_\_\_  
Notary Public

**Exhibit "A" to Assignment**  
**Legal Description of the Property**  
**(to be attached)**

**Exhibit "B" to Assignment**

**List of Leases**

**(to be attached)**

**Exhibit "C" to Assignment**  
**List of Assumed Service Contracts**

**EXHIBIT E**

**RENT ROLL**

Unit 1 - downstairs \$900/month, eff last summer, current lease is Oct 1, 2022 - Sept 30, 2023

Unit 2 - upstairs \$1250/month, eff 11/1/2021, current lease 11/1/2022 - 10/31/2023

Unit 3 - upstairs \$938/month, eff 11/1/2021, current lease 11/1/2022 - 10/31/2023

**EXHIBIT F**

**LIST OF SERVICE CONTRACTS**

- Month to month lawn service agreement
- Oral month to month agreement with downstairs tenant to act as property manager for 10% of monthly gross rent

**EXHIBIT G**  
**LEASE EXPENSES**

**None**

**SCHEDULE 6.1(d)**

**1. List of Prepaid Rent**

**None**

**2. List of Landlord Tenant Improvement Obligations**

**None**

**3. Tenant Assignments and Sublets**

**None**

**4. Tenant Rights to Additional Space**

**None**

**5. List of Brokerage Obligations**

**None**



# Action Sheet

**MEETING DATE:** January 18, 2023

**AGENDA ITEM:** Discuss and Consider Approval of a Construction Manager at Risk (RFP #2022-23-008) for Ball HS, the Ball HS Natatorium, and the Courville Press box based on selection criteria published by GISD.

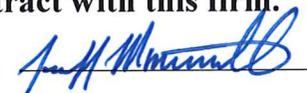
At the December 14, 2022 public meeting of the Board of Trustees, the delivery method of Construction Manager at Risk was approved for the new Ball High School, the Natatorium, and the stadium press box. Requests for proposals were published and a preproposal meeting was held. Submissions were evaluated on the following criteria: (1) construction manager's fee and general conditions, (2) reputation and experience of Proposer and their services with similar school projects and conditions as a construction manager, (3) quality of the construction manager's goods or services, (4) experience and reputation of the construction manager's project team that would be assigned, (5) construction manager's past relationship with the District, (6) construction manager's financial capacity appropriate to the size and scope of the project, and (7) safety record.

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After conducting interviews with the most highly rated firm(s), the Board is asked to discuss and consider the following recommendation.

**RECOMMENDATION:** I move that the Board of Trustees approve RFP #2022-23-008 Construction Manager at Risk services for 2022 Bond Construction of Ball High School, the Natatorium, and the Courville Stadium press box with (vendor to be named 1-13-23) to provide the best value to the district and that the Board of Trustees delegate to the Superintendent or his designee the authority to negotiate and execute a contract with this firm.

  
\_\_\_\_\_  
Dr. Jerry Gibson  
Superintendent

  
\_\_\_\_\_  
Jeff Martello  
Chief Financial Officer

11 Greenway Plaza, 22<sup>nd</sup> Floor  
Houston, Texas 77046  
Toll-free: 1-800-938-7272  
Fax: 713-961-4571  
PBK.com

January 13, 2023

VIA: E-MAIL



Dr. Jerry Gibson  
Superintendent of Schools  
Galveston Independent School District  
3904 Avenue T  
Galveston, Texas 77550

RE: CMAR Recommendation Letter  
New Ball High School, Natatorium, and Press Box at Courville Stadium  
Galveston Independent School District  
PBK Project Number: 220376

Dear Dr. Gibson,

On Wednesday, January 11, 2023, sealed proposals and qualification packages were received in the Galveston Independent School District for Construction Manager-at-Risk Services for the New Ball High School, Natatorium, and Press Box at Courville Stadium projects under a One-Step process in full compliance of Texas Government Code Section 2269.253. Six (6) construction managers submitted in response to the Request for Proposals (RFP) issued on Friday, December 16, 2023, and publicly advertised in full accordance with the Texas Government Code.

Immediately upon receipt of the proposals a Selection Committee comprised of representatives from Galveston ISD, Zero/Six and PBK evaluated the proposals against the selection criteria published in the RFP. Following an initial evaluation, the Committee shortlisted three (3) Construction Managers for an interview as planned and published in the RFP: 1) Turner Construction, 2) Pogue Construction & 3) Gilbane – J.W. Kelso. The interviews of each proposer were conducted on Friday, January 13, 2023.

After a detailed evaluation of all information submitted and extensive deliberation it is the Committee's recommendation that the Galveston Independent School District consider the award of the Construction Manager-at-Risk Services contract for the New Ball High School, Natatorium, and Press Box at Courville Stadium projects to the **Gilbane – J.W. Kelso** team. They received the highest ranking considering all criteria as outlined in the RFP. A proposal tabulation sheet and the Evaluation Worksheet is attached hereto.

The Gilbane – J.W. Kelso team has extensive experience in the construction of K-12 facilities. Gilbane Building Company is ranked the #1 K-12 construction company in the nation, by volume of work. The Gilbane – J.W. Kelso team has experience on multiple projects on Galveston Island and surrounding areas. It is the Selection Committee's position that the proposed team is well qualified to successfully execute the requirements of this contract and will bring the best value to the District.

Mr. Jerry Gibson  
January 12, 2023  
Page 2 of 2

We would like to express our sincere appreciation to you, the Board of Trustees, the Administration and Zero Six for the opportunity to be associated with this very important project. We look forward to a successful partnership with the District and the Gilbane – J.W. Kelso team in the planning and construction of these very important projects for the Galveston Independent School District.

Sincerely,  
PBK Architects, Inc.

Sincerely,

A handwritten signature in blue ink that reads "Manny Torres". The signature is written in a cursive, fluid style with a long horizontal stroke at the end.

Manuel 'Manny' Torres  
*Partner*  
**PBK**

cc: Jeff Martello, GISD  
Matt Neighbors, GISD  
Bill Coltzer, Zero/Six  
Ron Bailey, PBK  
Gloria Carlos, PBK