



Manor Independent School District

Regular

Monday, December 16, 2019 6:30 PM

Agenda of Regular Meeting

The Board of Trustees Manor Independent School District

A Regular Meeting of the Board of Trustees of Manor Independent School District will be held December 16, 2019, beginning at 6:30 PM in the Central Administration Bldg. Board Room, 10335 Hwy. 290 East, Manor, TX 78653.

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

1. ***Call to Order***

Announcement by Board President on whether a quorum is present and that notice of the meeting has been posted for the time and manner required by law.

2. ***Welcome/Pledge of Allegiance/Recognition***

A. **Teacher of the Month** 6

Presenter: Dr. Brian Yearwood
Time: 10 minutes

B. **Federal & State Programs Update: Project Hope & Parent Engagement** 8

Presenter: Dr. Brian Yearwood & Dr. Creslond Fannin
Time: 5 minutes

C. **2019 Distinction Designation Awards** 20

Presenter: Dr. Brian Yearwood
Time: 10 minutes

3. ***Public Forum***

It is the policy of the Board that, if members of the audience wish to address the board, they must sign the form at the entrance prior to the meeting.

Commentaries and/or questions are limited to the public forum section of the set (said) agenda as is provided in Board Policy (BED).

Pursuant to Manor ISD Board policy BED (Local), at regular meetings the Board allots 30 minutes to hear from people who wish to make comments to the Board.

Anyone who wants to participate in this portion of the meeting must sign up before the meeting begins and indicate the topic they wish to address. The Board will take speakers in turn from the sign up sheet.

4. ***Consent Agenda***

A. **Minutes of the Special Call Board Meeting on November 15, 2019.** 22

Presenter: Karla Rivera
Time: 5 minutes

B. **Minutes of Regular Board Meeting of November 18, 2019** 23

Presenter: Karla Rivera Time: 5 minutes	
C. Minutes of the Board Bond Workshop on November 21, 2019.	28
Presenter: Karla Rivera Time: 5 minutes	
D. Minutes of the Manor ISD Police Workshop on December 3, 2019.	29
Presenter: Karla Rivera Time: 5 minutes	
E. Disposal of district furniture, fixtures and equipment surplus.	31
Presenter: Juan Davila Time: 5 minutes	
F. Engineer testing and inspection of the HVAC systems.	42
Presenter: Jerry Blizzard Time: 5 minutes	
5. Information Items	
A. Monthly Financial Report	46
Presenter: Arthur Martin Time: 5 minutes	
B. Parent Liaison Program	49
Presenter: Dr. Brian Yearwood Time: 5 minutes	
C. Field House Construction Update	60
Presenter: Jerry Blizzard Time: 5 minutes	
D. Board Committees Update	67
Presenter: Board of Trustees Time: 10 minutes	
E. Proposed policy GKD (LOCAL) Facility Rentals	68
Presenter: Dr. Daniel Vera Time: 5 minutes	
F. Proposed policy CKE (LOCAL) SAFETY PROGRAM/RISK MANAGEMENT SECURITY PERSONNEL	74
Presenter: Ryan Marcum Time: 5 minutes	
G. Board Continuing Education Hours	85
Presenter: Elmer Fisher, Jr. Time: 5 minutes	
6. Action Items	
A. Consider and/or Approve District Improvement Plan	101
Presenter: Dr. Yearwood & Celeste Sodergren Time: 30 minutes	

- B. **Consider and/or approve Items required for operational use of the Sr. High Weight Room and the upstairs Conference Media Room.** 112
 Presenter: Dr. Daniel Vera
 Time: 5 minutes
- C. **Consider and/or Approve CDC Extending the School Year** 122
 Presenter: Stacy Signaigo
 Time: 5 minutes
- D. **Consider and/or Approve Tutoring Services from TutorEd** 132
 Presenter: Michael Perkins
 Time: 5 minutes
- E. **CONSIDERATION AND APPROVAL OF AN ORDER AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF MANOR INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX SCHOOL BUILDING BONDS IN ONE OR MORE SERIES, LEVYING A CONTINUING DIRECT ANNUAL AD VALOREM TAX FOR THE PAYMENT OF THE BONDS; AUTHORIZING AN AUTHORIZED REPRESENTATIVE TO APPROVE THE AMOUNTS, INTEREST RATES, PRICES AND TERMS THEREOF AND CERTAIN OTHER AGREEMENTS, PROCEDURES AND PROVISIONS RELATED THERETO; AND APPROVING OTHER MATTERS INCIDENT AND RELATED THERETO** 145
 Presenter: Art Martin
 Time: 5 minutes
- F. **CONSIDERATION AND APPROVAL OF A RESOLUTION AUTHORIZING THE DEFEASANCE OF CERTAIN PORTIONS OF THE DISTRICT’S CURRENTLY OUTSTANDING OBLIGATIONS, AND OTHER MATTERS RELATED THERETO** 207
 Presenter: Art Martin
 Time: 5 minutes

7. *Adjourn to Closed Session*

- A. **Pursuant to Texas Government Code Sections 551.071 and 551.129, consultation and/or telephone consultation with legal counsel regarding agenda items as necessary.**
- B. **The Board of Trustees will adjourn to closed session to receive legal advice from legal counsel regarding a request for a wastewater easement on the Decker Elementary School Property. (Texas Government Code §§551.071 and 551.129).**
- C. **Approval for 2-Hour Delay 11-12-2019**
- D. **Pursuant to Texas Government Code Section 551.074, Consideration of Matters Pertaining to Manor ISD Officers or Employees:**
 - 1. **To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.**
- E. **Pursuant to Texas Government Code 551.074, consideration of**

administrative leadership transition and planning regarding the position of Superintendent.

Presenter: Elmer Fisher, Jr; Ana Cortez

F. Pursuant to Texas Government Code Section 551.074, consideration of goals and performance indicators for the Superintendent.

Presenter: Elmer Fisher, Jr. ; Ana Cortez

G. Pursuant to Texas Government Code Section 551.071 and 551.129, consultation with legal counsel on agenda items as necessary.

Presenter: Elmer Fisher, Jr; Ana Cortez

8. *Reconvene in Open Session*

9. *Action Items*

A. Recommended Administrators and Other Human Resource Related Matters 212

B. Possible action from closed session items.

C. Consideration and possible action on a request for a wastewater easement on school district property (Decker Elementary School) to serve a nearby property development, as requested by The NRP Group. 215

Presenter: Dr. Daniel Vera

Time: 5 minutes

10. *Confirmation of Next Regular Board Meeting on January 27, 2020*

11. *Adjournment*

Manor Independent School District
Board of Trustee Meeting Agenda Item
December 16, 2019

RECOGNITION ITEM SHEET

RE: Teacher of the Month Recognition

Supporting Documents:

“Teacher Nomination for Board Recognition” form.

District Goals:

Goal 1: STUDENT SUCCESS – Be the district of choice in this Texas Region based on student success.

Goal 2: PEOPLE – Be a “great place to work” where employees find purpose, do worthwhile work, and make a difference.

Background Information:

Manor ISD Superintendent Dr. Royce Avery and the Board of Trustees will recognize dedicated and outstanding teachers from campuses each month at the regularly scheduled Board Meetings. These teacher nominees are people who are going above and beyond to do whatever it takes to ensure the academic growth and achievement of children. These teachers are also people who are vested in helping improve campus culture, enrich the professional learning of colleagues, and their campuses as needed throughout the school year.

Fiscal Implications:

n/a

Administrative Recommendation:

Recognize accomplishments of the teachers nominated.

Dr. Brian Yearwood

Contact Person

Dr. Royce Avery

Approved by Superintendent

Teacher Nomination for Board Recognition

Manor ISD Superintendent Dr. Royce Avery, and the Board of Trustees will recognize dedicated and outstanding teachers from campuses each month at the regularly scheduled Board meetings. These teacher nominees are people who are going above and beyond to do whatever it takes to ensure the academic growth and achievement of children. These teachers are also people who are vested in helping improve campus culture, enrich the professional learning of colleagues, and their campuses as needed throughout the school year.

Our suggested criteria for these monthly nominations are listed below. Your campus teacher selection form should be filled in and submitted no later than the Wednesday prior to each Board meeting.

Thank you for recognizing teacher excellence on your campuses.

Dr. Brian Yearwood
Assistant Superintendent of Academics and Accountability

This form is automatically collecting email addresses for Manor Independent School District users.

* Required

1. **Today's Date** *
2. **Campus** *
3. **Teacher who is being recommended** *
4. **Describe this teacher's influence on the exceptional academic growth of students.** *
5. **How has this teacher significantly enriched the professional learning of colleagues, and improved campus culture?** *
6. **How has this teacher gone above and beyond on Parent Satisfaction/Community Engagement?** *
7. **How has this teacher helped their campus as needed throughout the school year?** *
8. **Other indicator(s), at the discretion of the Principal.**
9. **How many years has this teacher been with MISD?** *
10. **What subject(s) is this teacher currently teaching?** *

Manor Independent School District
Board of Trustee Meeting Agenda Item
December 16, 2019

RECOGNITION ITEM SHEET

RE: Federal & State Program Updates

Supporting Documents:

1. PowerPoint
2. Certificates of Participation

District Goals*:

Goal 4: INNOVATION – Engage students in a variety of individualized and flexible learning opportunities inside and outside the classroom.

Background Information:

Recognition of staff and community for participation in the Parent Engagement Statewide Conference and the Project Hope “Sock-it Week” Sock Drive.

Fiscal Implications:

N/A

Administrative Recommendation:

N/A

Dr. Creslond Fannin

Contact Person

Royce Avery

Approved by Superintendent



Manor Independent School District



Manor ISD Project Hope #SockItWeek2019

Total Socks donated:



Manor ISD Parent Engagement

Parent Engagement Steering Committee



Committee Members

Janie Serna

Monique Celedon

Temeika Thomas

Dr. Brian Yearwood

Dr. Creslond Fannin

Rick Bean

Becky Lott

Geovanna Ricaldi

Ramon Diaz

Becky Rivera

Stephanie Mack

Dr. Gary Frye

Michele McKinley



Parent Liaisons

Noelia Guevara

Yuritzin Garcia

Palmira Mercado

Ricky Lopez

Laura Adams

Stela Ybarra

Natasha Pruitt

Ariana Ramirez

Meghan Moreno

Ramon Diaz - Coordinator



District Parent Forum

Dates - Locations

Thursday 12/5/19 – Lagos Elementary

Wednesday 1/22/20 – Bluebonnet Trail Elementary

Wednesday 2/26/20 – Oak Meadows Elementary

Wednesday 3/25/20 – Pioneer Crossing Elementary

Wednesday 4/22/20 – Presidential Meadows Elementary

Wednesday 5/27/20 – ShadowGlen Elementary

District Parent Forum





Toys for Tots
Hold for Pictures from
12/9/19



Upcoming Events

Love of Literacy



@ManorParents

2019 Statewide Parent Involvement Conference





Thank You!

Manor Independent School District
Board of Trustee Meeting Agenda Item
December 16, 2019

RECOGNITION ITEM SHEET

RE: 2019 Distinction Designation Awards

Supporting Documents:

Chart of 2019 Distinction Designations

District Goals:

Goal 2: PEOPLE – Be a “great place to work” where employees find purpose, do worthwhile work, and make a difference.

Background Information:

In the old accountability system, districts and campuses were rewarded with the labels ‘Recognized’ and ‘Exemplary’ based on the number of students who met the minimum TAKS passing standard. In the current system, Distinction Designations focus on post-secondary readiness measures and advanced performance standards and progress, not the number of students who minimally passed.

Distinction Designations are earned when a campus is in the top quartile (25%) of a group of similar schools called their Campus Comparison Group, for a number of the indicators that make up each Distinction Designation.

Campus Comparison Groups are based on campus type and size, percentage of economically disadvantaged students, percentage of ELL students, students served by SPED, mobility rate, and students served in an early college high school program. Some MISD campuses with similar demographics are in overlapping – but not identical – campus comparison groups.

In 2019, Manor ISD campuses earned a total of twenty-two Distinction Designations, far more than were earned in past years. For example, in 2018, MISD campuses earned a total of 13 Distinction Designations.

Fiscal Implications:

n/a

Administrative Recommendation:

Recognize accomplishments of the campuses.

Brian Yearwood

Contact Person

Royce Avery

Approved by Superintendent



2019 Distinction Designations Earned

ACADEMIC ACHIEVEMENT IN ELA/READING	ACADEMIC ACHIEVEMENT IN MATH	ACADEMIC ACHIEVEMENT IN SCIENCE	ACADEMIC ACHIEVEMENT IN SOCIAL STUDIES	TOP 25% ACADEMIC GROWTH	POST-SECONDARY READINESS	TOP 25% CLOSING PERFORMANCE GAPS
HS: Q1 for 33% of 10 indicators MS, ES: Q1 for 50% of 6 indicators	HS: Q1 for 33% of 9 indicators MS: Q1 for 50% of 7 indicators ES: Q1 for 50% of 5 indicators	HS: Q1 for 33% of 6 indicators MS, ES: Q1 for 50% of 2 indicators	HS: Q1 for 33% of 5 indicators MS: Q1 for at least 50% of 2 indicators	Top quartile in Campus Comparison Group	Dist: 70% of campuses' post-sec indicators in Q1 HS: Q1 for 33% of 9 indicators MS, ES: Q1 Index 4	Top quartile in Campus Comparison Group
NTM BME	MNTH BTE LES	MNTH BME BTE LES	NTM	BME BTE DES LES	MNTH BME BTE LES	MNTH BME BTE LES

2018 Distinction Designations Earned
 ELA/Reading: MNTH
 Math: MNTH
 Science: MNTH, BTE, DES
 Social Studies: MNTH, NTM
 Progress: MNTH, MES, BME, OME
 Closing Performance Gaps: NTM
 Postsecondary Readiness: MNTH

Minutes of Special Call Board Meeting

The Board of Trustees Manor Independent School District

A Special Call Board Meeting of the Board of Trustees of Manor Independent School District was held Friday, November 15, 2019, beginning at 3:30 PM in the Central Administration Bldg. Board Room, 10335 Hwy. 290 East, Manor, TX 78653.

1. *Call to Order*

Trustee Serna declared a quorum present and called the meeting to order at 3:30pm.

2. *Action Items*

A. **CANVASS BOND ELECTION RESULTS OF NOVEMBER 5, 2019.**

Presenter: Karla Rivera

Time: 10 minutes

Samaripa made a motion to accept the bond election results as presented, seconded by Serna.

Motion carried 2-0.

For: Samaripa & Serna

Against: None

Abstain: None

3. *Adjournment*

Samaripa made a motion to adjourn at 3:33pm, seconded by Serna.

Motion passed 2-0.

For: Samaripa & Serna

Trustee Janie Serna

Trustee Matildy Samaripa, Jr.

Minutes of Regular Meeting

The Board of Trustees Manor Independent School District

A Regular Meeting of the Board of Trustees of Manor Independent School District was held Monday, November 18, 2019, beginning at 6:30 PM in the Central Administration Bldg. Board Room, 10335 Hwy. 290 East, Manor, TX 78653 Board Members present: President Elmer Fisher, Jr., Secretary Johnny Velasco, Ana Cortez, Matildy Samaripa, Jr., Janie Serna, and Temeika Thomas. Absent: Vice President Monique Celedon.

1. ***Call to Order***

President Fisher declared a quorum present and called the meeting to order at 6:30pm.

2. ***Welcome/Pledge of Allegiance/Recognition***

A. **Teacher of the Month**

Presenter: Dr. Brian Yearwood

Time: 10 minutes

Recognition Item: 6:31-6:38pm

Every month the district will recognize teachers from every school campus for their hard-work. These teachers are presented with a certificate of “teacher of the month.”

B. **Recognition of Gear Up Coordinators**

Presenter: Nannette Deaton

Time: 5 minutes

Recognition Item: 6:38-6:42pm

Gear Up coordinators began the process of working with campus administration, staff, students, and parents. They coordinated bus travel and campus staff and parents to chaperone, distributed and collected field trip permission slips, organized lunch for students and chaperones, and created a strict itinerary that adhered to MISD end of day release times. Staff, student, and parent feedback about this unique experience was positive and showed an understanding of the value of these trips. This single day event allowed 698 MISD students the opportunity to step on a college campus and begin dreaming of a postsecondary experience. I would like to recognize Elyssa Castillo, Gear Up coordinator at MNTHS, and David Perez and Morgan Brooks, Gear Up coordinators at MHS, Veronica Arrellano, Gear Up Specialist.

C. **Applied Materials Grant**

Presenter: Rebecca Lott

Time: 5 minutes

Recognition Item: 6:42-6:47pm

The Applied Materials Foundation and its employees have partnered with the District for more than 20 years to provide mentors, teacher support, holiday giving and funding to support the academic needs across the district. Moreover, the Applied Materials Foundation has directed funding to non-profits that provide services to multiple campuses.

The Applied Materials Foundation approved grants during the 2019-2020 school year in the amount of \$72,759 and \$18,000 during the summer of 2019.

3. **Public Hearing**

A. **Financial Integrity Rating System of Texas**

Presenter: Art Martin

Time: 5 minutes

Public Hearing: 6:47-6:54pm

4. **Public Forum: 6:54pm-7:00pm**

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Ms. Kristine Ethridge, a 7th grade Math Teacher at Manor Middle School (MMS), addressed the board with her concerns regarding MMS. Ms. Etheridge presented concerns related to substitute resources, reallocation of funds, and providing every available use of resources for the teachers on this campus to be better educators.

5. **Consent Agenda**

Consent Items:

A. **Proposed policy GKD (Local)**

Presenter: Dr. Daniel Vera

Time: 5 minutes

B. **Minutes of Regular Board Meeting of October 28, 2019**

Presenter: Jeannette Meador

Time: 5 minutes

Item A was pulled from Consent Items.

Cortez made a motion to accept Item B as presented, seconded by Thomas.

Motion passed 6-0.

For: Cortez, Fisher, Samaripa, Serna, Velasco, and Thomas.

Against: None

Abstain: None.

6. **Information Items**

A. Studer Education- 5-year Strategic Plan

Presenter: K.K. Owens

Time: 25 minutes

Information item: 8:42pm-9:12pm

The Board addressed the following questions:

1. Do you assess the actual outcomes?
2. Can you provide us with the data of the surveys?
3. Is there tangible evidence of what these outcomes were?

B. Monthly Financial Report

Presenter: Arthur Martin

Time: 5 minutes

Information item: 9:12-9:14pm

No questions were addressed by the Board.

C. Adult Meal Price Increase in January 2020

Presenter: George Townsend

Time: 10 minutes

Information item: 9:14-9:16pm

The board addressed the following question:

1. What are surrounding districts doing?

D. Field House Construction Update

Presenter: Jerry Blizzard

Time: 5 minutes

Information item: 9:16-9:24pm

The board addressed the following questions:

1. What was the original due date?
2. Some items were not in the original change order, why were these items not looked at beforehand?

E. Board Committees Update

Presenter: Board of Trustees

Time: 10 minutes

Information item: 8:58-9:00pm

No questions were addressed by the Board.

F. Manor Schoolhouse Foundation Grants Presentation

Presenter: Rebecca Lott, Michael Griffith, and Lisa Adams.

Time: 20 minutes

Item F was voted to be moved first in the information items section.

Cortez made a motion to move Item F first for discussion, seconded by Samaripa.

Motion passed 6-0.

For: Cortez, Fisher, Samaripa, Serna, Velasco, and Thomas.

Against: None

Abstain: None.

7. Action Items: 9:29-9:40pm

A. CONSIDERATION AND APPROVAL OF A RESOLUTION BY THE BOARD OF TRUSTEES OF THE MANOR INDEPENDENT SCHOOL DISTRICT ESTABLISHING THE DISTRICT'S INTENTION TO REIMBURSE ITSELF FOR THE PRIOR LAWFUL EXPENDITURE OF FUNDS FROM THE PROCEEDS OF TAX-EXEMPT OBLIGATIONS TO BE ISSUED BY DISTRICT FOR AUTHORIZED PURPOSES, AND OTHER MATTERS IN CONNECTION THEREWITH

Presenter: Daniel Vera & Humberto Aguilera

Time: 5 minutes

Samaripa made a motion to accept as presented, seconded by Cortez.

Motion passed 6-0.

For: Cortez, Fisher, Samaripa, Serna, Velasco, and Thomas.

Against: None

Abstain: None.

B. Consider and/or Approve a Resolution for the Formation of a School District Police Department

Presenter: Dr. Daniel Vera

Time: 5 minutes

Thomas made a motion to accept as presented, seconded by Serna.

Motion passed 6-0.

For: Cortez, Fisher, Samaripa, Serna, Velasco, and Thomas.

Against: None

Abstain: None.

8. *Adjourn to Closed Session*

The Board adjourned to closed session at 7:02pm.

A. Pursuant to Texas Government Code Sections 551.071 and 551.129, consultation and/or telephone consultation with legal counsel regarding agenda items as necessary.

B. Pursuant to Texas Government Code Section 551.074, Consideration of Matters Pertaining to Manor ISD Officers or Employees:

1. **Team Building Activity**

2. **To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.**

C. Pursuant to Texas Government Code §§551.072, 551.071, and 551.129, the Board of Trustees may conduct a closed meeting to deliberate the purchase and value of real property and to obtain legal advice with regard to the purchase of real property.

D. Pursuant to Texas Government Code Sections 551.074, 551.071, 551.129, consideration of procedure for handling grievance filed under Board policy FNG by Trustee Serna against fellow Trustee Cortez.

9. *Reconvene in Open Session*

The Board reconvened into open session at 8:29pm.

10. *Action Items*

A. Recommended Administrators and Other Human Resource Related Matters

Cortez made a motion to accept Dr. Nathan Balasubramanian's resignation as presented, seconded by Thomas.

Motion carried: 4-0-2

For: Cortez, Fisher, Velasco, and Thomas.

Against: Samaripa & Serna,

Abstain: None.

Velasco made a motion to accept the group resignation as discussed in closed session, seconded by Serna.

Motion passed: 6-0.

For: Cortez, Fisher, Samaripa, Serna, Velasco, and Thomas.

Against: None

Abstain: None.

B. Possible action from closed session items.

Velasco made a motion to abate the grievance pending the outcome of the TEA investigation of the same matter for item D, seconded by Thomas.

Motion carried 4-2-0.

For: Fisher, Samaripa, Velasco, and Thomas.

Against: None

Abstain: Cortez & Serna.

11. Confirmation of Next Regular Board Meeting on December 16, 2019

12. Adjournment

Cortez made a motion to adjourn at 9:40pm, seconded by Thomas.

Motion passed 6-0.

For: Cortez, Fisher, Samaripa, Serna, Velasco, and Thomas.

Against: None

President Elmer Fisher, Jr.

Secretary Johnny Velasco

Minutes of Board Bond Workshop

The Board of Trustees Manor Independent School District

A Board Bond Workshop of the Board of Trustees of Manor Independent School District was held Thursday, November 21, 2019, beginning at 5:30 PM in the Central Administration Bldg. Board Room, 10335 Hwy. 290 East, Manor, TX 78653. Board Members present: President Fisher, Vice President Celedon, Secretary Velasco, Ana Cortez, Matildy Samaripa, Jr. (left at 6:26pm), Janie Serna and Temeika Thomas (arrived at 5:59pm).

1. *Call to Order*

President Fisher declared a quorum present and called the meeting to order at 5:30pm.

2. *Public Forum*

It is the policy of the Board that, if members of the audience wish to address the board, they must sign the form at the entrance prior to the meeting. Commentaries and/or questions are limited to the public forum section of the set (said) agenda as is provided in Board Policy (BED).

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3. *Information Items*

A. **Bond Planning**

The Board addressed the following questions:

1. Where would the new school be built to alleviate SGE, PME, and MMS.
2. Should we build a new school or add a wing to SGE?
3. Have we considered adding portables?
4. Have the numbers for Templeton changed?

4. *Adjournment*

Cortez made a motion to adjourn at 7:04pm, seconded by Velasco.

Motion passes: 6-0.

For: Celedon, Cortez, Fisher, Samaripa, Serna, Velasco, and Thomas.

President Elmer Fisher, Jr.

Secretary Johnny Velasco

Minutes of Manor ISD Police Department Board Workshop

The Board of Trustees Manor Independent School District

A Manor ISD Police Department Board Workshop of the Board of Trustees of Manor Independent School District was held Tuesday, December 3, 2019, beginning at 5:30 PM in the Central Administration Bldg. Board Room, 10335 Hwy. 290 East, Manor, TX 78653. Board Members present: President Elmer Fisher Jr., Vice President Monique Celedon (arrived at 5:34pm), Secretary Johnny Velasco, Ana Cortez, Janie Serna, Matildy Samaripa, Jr., and Temeika Thomas (arrived at 5:42pm).

1. *Call to Order*

[President Fisher](#) declared a quorum present and called the meeting to order at 5:31p.m.

2. *Public Forum*

It is the policy of the Board that, if members of the audience wish to address the board, they must sign the form at the entrance prior to the meeting. Commentaries and/or questions are limited to the public forum section of the set (said) agenda as is provided in Board Policy (BED).

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3. *Information Items*

A. **Manor ISD Police Department**

Presenter: Dr. Daniel Vera & Dr. Royce Avery

Time: 1 hour

Information Item: 5:31pm-6:52pm

The Board of Trustees addressed the following questions:

1. Manor Police Department is sharing their dispatch with Travis County?
2. Will we have a 24-hour dispatch?
3. Will there be confidential spaces in the Manor ISD PD office?
4. How will officers communicate with campuses?
5. How will you create programs that are student-focused?
6. What is the time frame for the items that you have yet to complete?
7. How long does the TCOLE application process take?
8. Can we amend the TCOLE application, if needed?
9. What kind of cost are you looking at for dispatching?

10. What have we budgeted for communications?
11. Will police officers be required to live within the city of Manor?
12. How many patrol cars will the district have?
13. Who will be assigned to Manor Excel Academy?
14. Have you looked at the tracking system for the number of incidents occurred at the campus level?
15. Will officers have body cameras?
16. Do you feel that the timeline is possible?
17. Will we have a chain of command?
18. How competitive are you with Salary compared to other school districts?
19. What are you doing for the screening process to ensure diversity?
20. How many applications will you present to Dr. Avery?
21. How many people will be in the committee?
22. When you say law enforcement, who is going to be a part of this interview process?

4. *Adjournment*

Celedon made a motion to adjourn at 6:52pm, seconded by Serna.

Motion carried 6-0.

For: Celedon, Fisher, Samaripa, Serna, Velasco, and Thomas.

President Elmer Fisher, Jr.

Secretary Johnny Velasco

Manor Independent School District
Board of Trustee Meeting Agenda Item
December 16, 2019

CONSENT ITEM SHEET

RE: Disposal of district furniture, fixtures and equipment surplus.

Supporting Documents:

1. Photos and a list of the items are attached.

District Goals

Goal 5: RESOURCES – Allocate resources with a relentless focus on efficiency and effectiveness based on priorities of student success.

Background Information:

Items included have served their intended purpose, are broken and unusable, or have been replaced with newer more modern items.

Fiscal Implications:

Any proceeds received from the sale of district surplus property will be returned to the districts fund balance account.

Administrative Recommendation:

The Facilities department is requesting that the Board of Trustees approve the sale of surplus property in a public auction and the disposal of unusable surplus items.

Juan Davila

Contact Person

Royce Avery

Approved by Superintendent



MANOR

INDEPENDENT SCHOOL DISTRICT

Facility 12716 Gregg Manor, Texas 78653
512-278-4153 | www.ManorISD.net

Manor ISD Auction List

No.	Description of Item
50	Wooden Book Shelves
1100	Student Classroom Desk
60	Dry Erase Boards
350	Folding Tables
300	File Cabinets
275	Single Desk
10	Portable Lab Sinks
100	Padded Office Chairs
250	Single Student Classroom Chairs



















JUST DO IT!

A105

HON

A105

1st

1st

2nd



Manor Independent School District
Board of Trustee Meeting Agenda Item
December 16th, 2019

CONSENT ITEM SHEET

RE: Engineer testing and inspection of the HVAC systems

Supporting Documents:

1. Manor New Tech Field House Gym Commissioning - Fees quoted by HCE Engineers.

District Goals*: 5

Goal 1: STUDENT SUCCESS – Be the district of choice in this Texas Region based on student success.

Goal 2: PEOPLE – Be a “great place to work” where employees find purpose, do worthwhile work, and make a difference.

Goal 3: SERVICE – Serve internal and external customers in partnership to support the highest levels of student success.

Goal 4: INNOVATION – Engage students in a variety of individualized and flexible learning opportunities inside and outside the classroom.

Goal 5: RESOURCES – Allocate resources with a relentless focus on efficiency and effectiveness based on priorities of student success.

Background Information:

These items are required to provide at the NT Field House building, the inspection and the calibration of the HVAC systems. Which are always hired by the District to verify proper code and design.

Fiscal Implications:

The amount is \$34,000.00 which has been already planned for within the Bond budget and has always been an owner provided item in this project.

Administrative Recommendation:

I am asking that the amount of \$34,000.00 be approved to proceed with the required inspections and testing in the NT Field House Project.

Jerry Blizzard

Contact Person

Royce Avery

Approved by Superintendent



November 20, 2019

Manor ISD
10335 US Hwy 290 East
Manor, Texas 78653

ATTN: Jerry Blizzard
jerry.blizzard@manorisd.net

RE: Manor New Tech High School – Fieldhouse Competition Gym

Manor New Tech High School Fieldhouse Competition Gym Engineered Commissioning Scope Proposal

Engineered Commissioning Proposal

Engineered Commissioning Plan shall be developed by a Professional Engineer and puts building in compliance with current IEEC 2015 Code requirements.

Per your request the following attachment describes the scope of commissioning for the **HVAC System** for the project.

Approximate Building Square Footage - 34,000 sq. ft.
Approximate Construction Budget - \$ 9 million

Mechanical System Type

Scope 1: Mechanical / Electrical / Plumbing Systems (Code minimum Scope)

- a. Develop Commissioning plan for project and coordinate with project schedule.
- b. Conduct commissioning meetings during project with Contractors to cover commissioning items for project as required.
- c. Coordinate with Architect, General Contractor and Sub-Contractors on problems that arise during commissioning process and document solutions.
- d. Issue prejunctional checklist and review Contractor Start-Up Reports.
- e. Performance verification and documentation during functional testing of systems per design engineer's plans and specifications and provide associated reports and issues log.
- f. Check calibration of **100%** DDC space temperature sensors against temperature indication on DDC control system.
- g. Check calibration of **ALL** CO₂ sensors.
- h. Check functional testing of heating and cooling sequences for **100%** of the RTU'S with Energy Wheels.

- i. Check functional testing of heating and cooling sequences for **100%** of the RTU'S
- j. Check and verify operating schedules for **60%** mechanical units, exhaust fans and pumps are per district requirements.
- k. Check duct system protection to insure interior of main supply and main return ductwork at various locations during construction at duct access doors in ductwork to insure free of construction debris.
- l. Check operation of **60%** exhaust fans to insure operating per specified sequence.
- m. Check final Test and Balance Report for supply air grilles. Check grilles on approximately **60%** of system after test and balance completed in areas with Lay-in ceiling below 10' A.F.F. Walk with Test and Balance Contractor on any corrections as needed.
- n. Check and verify **60%** temperature set points in controls for both occupied and unoccupied modes are set properly per Owner standard.
- o. Verify domestic water circulating pumps are operating.
- p. Check mechanical unit interior during and after construction to insure units are clean when turned over at end of project.
- q. Verify **40%** lighting controls are programmed and operating per plans and owner requirements.
- r. Attend initial owner start-up/training session of the mechanical system as needed.
- s. Coordinate with Architect, General Contractor and Sub-Contractors on problems that arise during commissioning process and document solutions.
- t. Work with Owner and Controls Contractor during commissioning process to customize graphics to Owner needs.
- u. Review annual building schedule programming.
- v. Work with Controls Contractor on any Owner special scheduling requirements.
- w. Conduct periodic observation reports from web controls over **60-90 days** of occupancy to coordinate building operation and performance with district, to achieve desired results.
- x. Provide 1 (one) after hours site visits for Commissioning and field verifications of afterhours operation. Additional billed hourly.

Scope 2: Test & Balance

- a. Hire Test and Balance contractor
- b. Scope per district job specification

General

- a. **If repeated Re-Commissioning of systems is required due to lack of Contractor Performance, the contractor will bear the cost of the Re-Commissioning Work. This will be communicated in writing before Re- Commissioning begins.**

It is expected that the Mechanical Contractor, Test and Balance Contractor and Controls Contractor shall be available for assistance as required during commissioning phase. Ladders and lifts are to be provided by General Contractor as needed.

Currently all travel, mileage, and equipment (sensors, thermal cameras, data loggers) used by HCE are included in fee.

For these services we propose a lump sum fee of:

Scope1: MEP Commissioning Fee: \$34,000

Scope 2: Test and Balance Fee: \$15,000

No travel reimbursement included. Travel will be billed as reimbursable as 1.0 multiplier for expenses plus mileage.

If there are any additional required services and required retesting shall be billed at the following hourly rate:

ENGINEERING SERVICES	RATE
PRINCIPAL	\$220.00
SR. ENGINEER	\$185.00
ENGINEER (P.E.)	\$160.00
ENGINEER (EIT)	\$150.00
PROJECT MANAGER	\$180.00
SR. DESIGNER	\$120.00
COMPUTER AIDED DESIGNER	\$ 90.00
DESIGNER I	\$ 80.00
ADMINISTRATIVE/CLERICAL	\$ 70.00

The terms of this proposal are subject to change if not accepted within 30 days.

If this proposal is acceptable with you, we ask you to help us in complying with our Professional Liability Company’s request to have signed contracts on all projects by signing and returning this proposal to us in a prompt manner. We will then execute the agreement and send you a signed copy.

Your business is appreciated.

Manor ISD

HCE

BY: _____

BY: _____

DATE: _____

DATE: _____

Manor Independent School District
Board of Trustee Meeting Agenda Item
December 16, 2019

INFORMATION ITEM SHEET

RE: Monthly Financial Report

Supporting Documents:

- 1. Monthly Financials

District Goals*:

Goal 3: Implement effective communication strategies throughout the District.

Background Information:

Manor ISD strives to be a financially transparent district that provides timely and reliable information to positively impact decision-making. The information provided includes revenue earned and expenditures posted for year to date.

Fiscal Implications: None.

Administrative Recommendation: n/a

Arthur Martin

Royce Avery

Contact Person

Approved by Superintendent

Revenues, Expenditures & Other Changes in Fund Balance

Manor ISD

Period Ended November 30, 2019

47

	General Fund					Food Service Fund				Debt Service Fund			
	Original Budget	Amended Budget	Nov. Activity	YTD Actual	Balance	Original Budget	Amended Budget	YTD Actual	Balance	Original Budget	Amended Budget	YTD Actual	Balance
REVENUES:													
5700 Local	\$ 49,714,500	\$ 49,714,500	\$ 2,305,028	\$ 3,383,442	\$ 46,331,058	\$ 1,531,158	\$ 1,531,158	\$ 433,443	\$ 1,097,715	\$ 29,126,500	\$ 29,126,500	\$ 1,744,457	\$ 27,382,043
5800 State	39,412,067	40,765,500	496,689	26,409,763	\$ 14,355,737	33,000	33,000	4,176	\$ 28,824	-	-	271,040	\$ (271,040)
5900 Federal	1,760,000	1,760,000	58,892	229,479	\$ 1,530,521	4,550,000	4,550,000	1,037,052	\$ 3,512,948	-	-	-	-
TOTAL REVENUES	\$ 90,886,567	\$ 92,240,000	\$ 2,860,608	\$ 30,022,684	\$ 62,217,316	\$ 6,114,158	\$ 6,114,158	\$ 1,474,671	\$ 4,639,487	\$ 29,126,500	\$ 29,126,500	\$ 2,015,497	\$ 27,111,003
EXPENDITURES:													
11 Instruction	\$ 49,357,184	50,092,904	4,044,411	\$ 19,752,371	\$ 30,340,533								
12 Instructional Resources & Media	1,002,797	1,025,097	77,337	370,885	\$ 654,212								
13 Curriculum & Staff Development	1,245,944	1,266,944	93,943	532,067	\$ 734,877								
21 Instructional Leadership	3,324,184	3,376,884	253,250	1,449,212	\$ 1,927,672								
23 School Leadership	6,649,219	6,754,083	555,374	2,814,809	\$ 3,939,273								
31 Guidance/Counseling	2,437,854	2,486,604	209,545	993,527	\$ 1,493,077								
32 Social Work Services	831,001	840,526	45,109	224,746	\$ 615,780								
33 Health Services	1,144,458	1,170,983	90,781	492,613	\$ 678,370								
34 Student Transportation	5,365,415	5,463,415	512,968	2,068,912	\$ 3,394,503								
35 Food Service	-	-			\$ -	-	6,114,158	2,197,417	3,916,741				
36 Co/Extra-Curricular	2,461,922	2,467,322	174,415	987,402	\$ 1,479,920								
41 General Administration	3,004,842	3,041,042	190,729	1,207,959	\$ 1,833,083								
51 Maintenance and Operations	9,608,810	9,764,389	781,190	3,914,988	\$ 5,849,401								
52 Security & Monitoring	1,240,536	1,248,036	157,105	569,040	\$ 678,996								
53 Data Processing	2,060,882	2,080,132	183,389	870,487	\$ 1,209,645								
61 Community Service	646,519	656,639	49,950	259,877	\$ 396,762								
71 Debt Service	-	-			\$ -					27,246,443	27,246,443	18,561,065	8,685,378
81 Facilities Acquisition/Construction	-	-			\$ -								
95 Payments to JJAEP	5,000	5,000			\$ 5,000								
99 Intergovernmental Charges	500,000	500,000	43,372	133,750	\$ 366,250								
TOTAL EXPENDITURES	\$ 90,886,567	\$ 92,240,000	\$ 7,462,868	\$ 36,642,645	\$ 55,597,354	\$ -	\$ 6,114,158	\$ 2,197,417	\$ 3,916,741	\$ 27,246,443	\$ 27,246,443	\$ 18,561,065	\$ 8,685,378
NET REVENUE OVER (UNDER) EXPENDITURES	\$ -	\$ 0	\$ (4,602,259)	\$ (6,619,962)		\$ 6,114,158	\$ -	\$ (722,746)		\$ 1,880,057	\$ 1,880,057	\$ (16,545,568)	

General Fund Revenues, Expenditures & Other Changes in Fund Balance

Manor ISD

Period Ended November 30, 2019

	Five Months Ended November 30 , 2019					Five Months Ended November 30, 2018			
	Original Budget	Amended Budget	YTD Actual	Balance	YTD Percent	Amended Budget	YTD Actual	Balance	YTD Percent
REVENUES:									
Local	\$ 49,714,500	\$ 49,714,500	\$ 3,383,442	\$ 46,331,058	6.8%	\$ 53,993,200	\$ 4,206,862	\$ 49,786,338	7.8%
State	39,412,067	40,765,500	26,409,763	14,355,737	67.0%	28,444,242	23,979,699	4,464,543	84.3%
Federal	1,760,000	1,760,000	229,479	1,530,521	13.0%	1,760,000	301,046	1,458,954	17.1%
TOTAL REVENUE	\$ 90,886,567	\$ 92,240,000	\$ 30,022,684	\$ 62,217,316	33.0%	\$ 84,197,442	\$ 28,487,607	\$ 55,709,835	33.8%
EXPENDITURES:									
Instruction	\$ 49,357,184	\$ 50,092,904	\$ 19,752,371	\$ 30,340,533	39.4%	\$ 48,308,863	\$ 18,790,152	\$ 29,518,711	38.9%
Instructional Resources & Media	1,002,797	1,025,097	370,885	654,212	36.2%	1,083,667	320,068	763,599	29.5%
Curriculum & Staff Development	1,245,944	1,266,944	532,067	734,877	42.0%	1,461,919	542,217	919,702	37.1%
Instructional Leadership	3,324,184	3,376,884	1,449,212	1,927,672	42.9%	3,620,856	1,345,944	2,274,912	37.2%
School Leadership	6,649,219	6,754,083	2,814,809	3,939,273	41.7%	6,396,359	2,685,906	3,710,454	42.0%
Guidance/Counseling	2,437,854	2,486,604	993,527	1,493,077	40.0%	2,352,277	892,100	1,460,177	37.9%
Social Work Services	831,001	840,526	224,746	615,780	26.7%	812,324	231,963	580,361	28.6%
Health Services	1,144,458	1,170,983	492,613	678,370	42.1%	1,182,184	470,104	712,080	39.8%
Student Transportation	5,365,415	5,463,415	2,068,912	3,394,503	37.9%	4,923,168	1,963,092	2,960,076	39.9%
Food Service	-	-	-	-	-	-	-	-	-
Co/Extra-Curricular	2,461,922	2,467,322	987,402	1,479,920	40.0%	2,090,490	961,962	1,128,528	46.0%
General Administration	3,004,842	3,041,042	1,207,959	1,833,083	39.7%	3,685,027	1,585,818	2,099,209	43.0%
Maintenance and Operations	9,608,810	9,764,389	3,914,988	5,849,401	40.1%	9,238,298	3,568,685	5,669,613	38.6%
Security & Monitoring	1,240,536	1,248,036	569,040	678,996	45.6%	1,328,917	332,026	996,891	25.0%
Data Processing	2,060,882	2,080,132	870,487	1,209,645	41.8%	2,045,122	631,960	1,413,162	30.9%
Community Service	646,519	656,639	259,877	396,762	39.6%	670,725	254,921	415,804	38.0%
Debt Service	-	-	-	-	-	-	-	-	-
Facilities Acquisition/Construction	-	-	-	-	-	-	-	-	-
Payments to JJAEP	5,000	5,000	-	5,000	0.0%	5,000	-	15,000	-
Intergovernmental Charges	500,000	500,000	133,750	366,250	26.7%	450,000	121,559	328,441	27.0%
TOTAL EXPENDITURES	\$ 90,886,567	\$ 92,240,000	\$ 36,642,645	\$ 55,597,354	39.7%	\$ 89,655,196	\$ 34,698,475	\$ 54,966,721	38.7%
NET REVENUE OVER (UNDER) EXPENDITURES	\$ -	\$ 0	\$ (6,619,962)			\$ (5,457,754)	\$ (6,210,868)		

Manor Independent School District
Board of Trustee Meeting Agenda Item
December 16,2019

INFORMATION ITEM SHEET

RE: Overview of Parent Liaisons duties and Parental Involvement Events

Supporting Documents:

PowerPoint

District Goals*: 3 service

Goal 3: SERVICE – Serve internal and external customers in partnership to support the highest levels of student success.

Background Information:

An overview of parent liaison duties, school events and 3 year parental involvement comparison.

Fiscal Implications:

None

Administrative Recommendation:

None

Dr. Brian Yearwood, Bill & Glynda Gonzales

Contact Person

Royce Avery

Approved by Superintendent



Parent Liaisons Manor ISD 2017-2018



- ▶ 9 Parent Liaisons
 - Decker Elementary
 - Lagos Elementary
 - Manor Elementary Early Learning Center
 - Oak Meadows Elementary
 - Presidential Meadows Elementary
 - Blake Manor Elementary
 - Bluebonnet Trail Elementary
 - Pioneer Crossing Elementary
 - ShadowGlen Elementary

Job Duties

- ▶ Promote collaboration and communication among parents, school, and community resources
- ▶ Plan and implement family engagement events and activities that enhance the campus climate and community involvement
- ▶ Communicate with parents about school programs and school progress through effective school-to-home and home-to-school communication
- ▶ Assist in empowering parents to support their children's education
- ▶ Coordinate community resources for families

School Events

- ▶ Adopt A Kid
- ▶ Award Ceremonies
- ▶ Back to School BBQ
- ▶ Back to School Night
- ▶ BBVA Savings/Credit Class
- ▶ Black History Program
- ▶ Breakfast with Principal
- ▶ Christmas Adoption
- ▶ Computer Classes
- ▶ Digital Citizenship/STAAR Info
- ▶ Dining with Dad
- ▶ Dr. Seuss Reading Group
- ▶ Drug Abuse Class
- ▶ ESL Classes
- ▶ Fairytale Parade
- ▶ Fall Festival
- ▶ Family Engagement
- ▶ Finance Class
- ▶ Fine Arts Showcase



School Events

- ▶ Fashion Show
- ▶ For Love of Literacy
- ▶ Game Night
- ▶ Grandparent's Day
- ▶ Healthy Cooking
- ▶ Hispanic Heritage Fest
- ▶ Lifeworks Prevention Substance Abuse
- ▶ Literacy Day
- ▶ Meet the Teacher
- ▶ Motivational Speakers
- ▶ Movie Night
- ▶ Nutrition Class
- ▶ Open Library
- ▶ Parent Advisory
- ▶ Parent Information Night
- ▶ Parent Teacher Appreciation
- ▶ Parent Meeting
- ▶ Parent Partners – Child Obesity

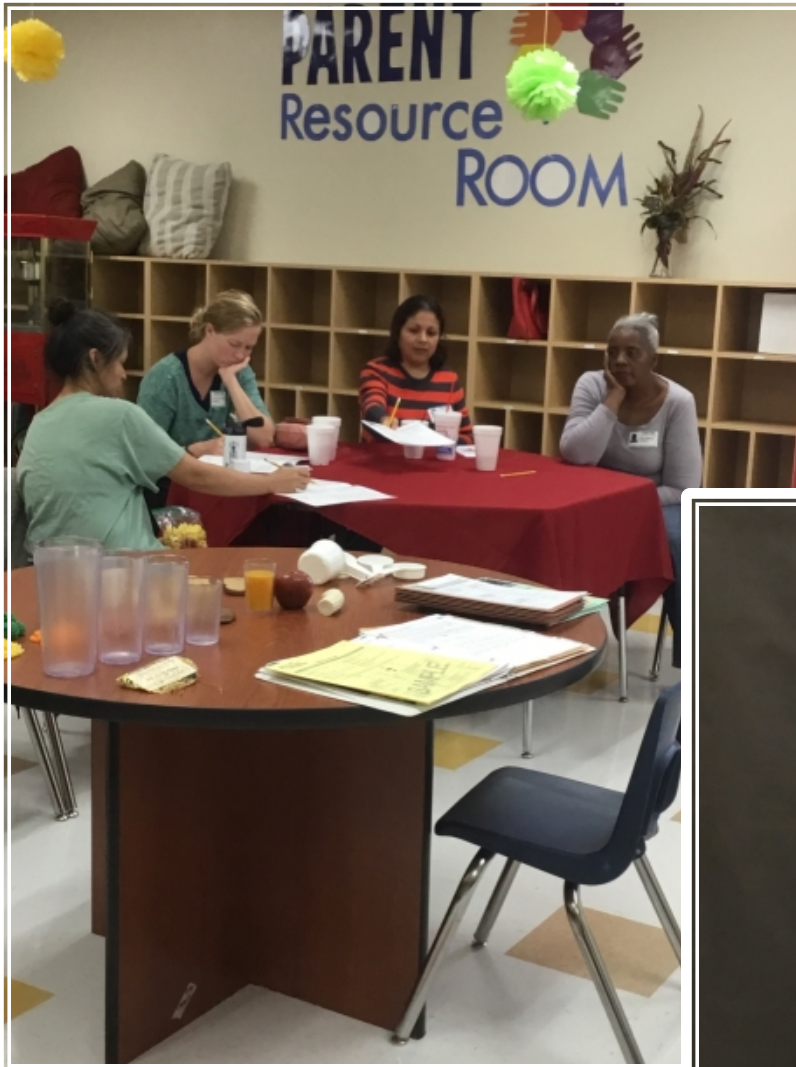
53



School Events

- ▶ Principal Coffee
- ▶ PTA Luncheon
- ▶ PTA Meeting
- ▶ Spring Fling
- ▶ Spring Showcase
- ▶ STAAR Testing Strategies
- ▶ Texas Sprouts Parent Class
- ▶ Thanksgiving Lunch
- ▶ Thanksgiving/ Christmas Assistance
- ▶ Title I Compact Meeting
- ▶ Toys for Tots
- ▶ Walking Club
- ▶ Winter Program/Performance



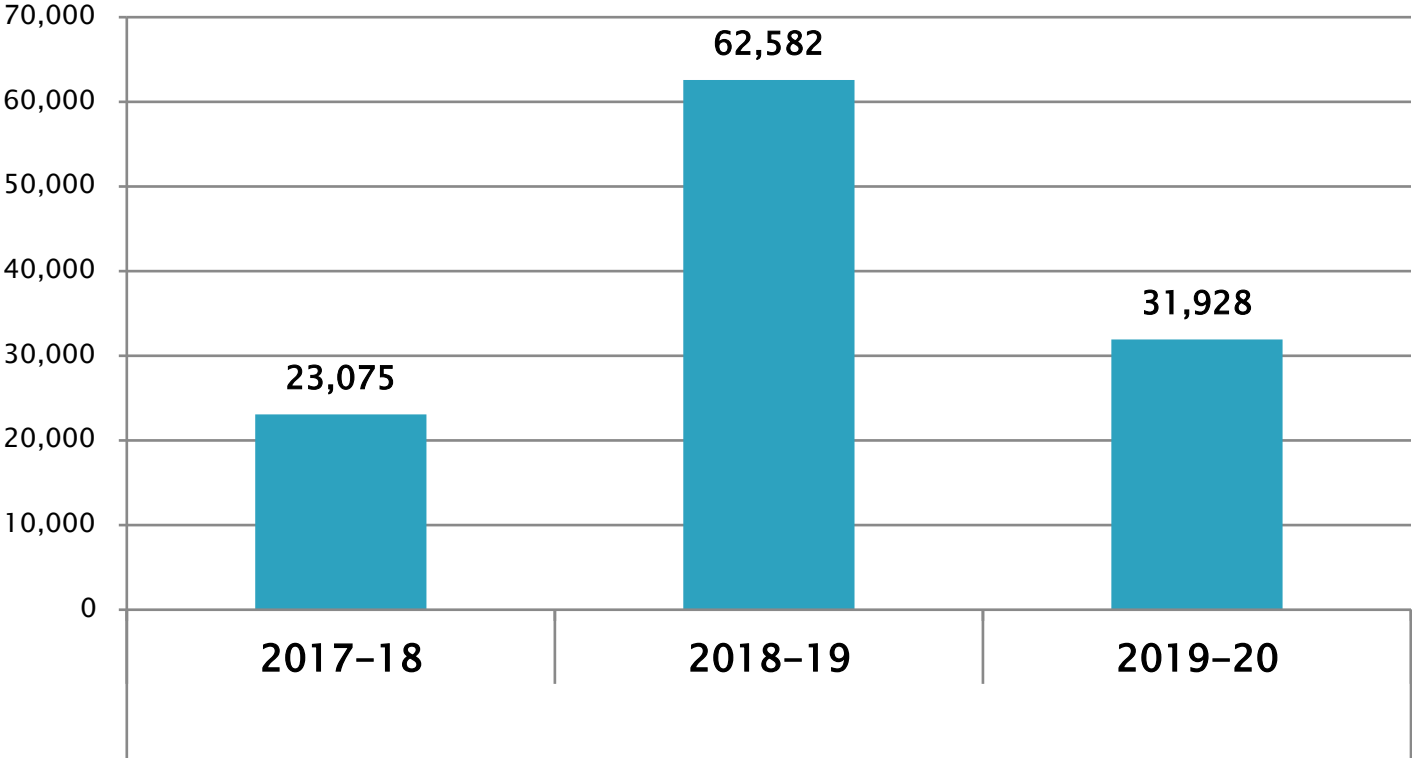






Monthly Parental Involvement

Parental Involvement 3 Year Comparison





Parental Involvement for Student Success

Manor Independent School District
Board of Trustee Meeting Agenda Item
December 16th, 2019

INFORMATION ITEM SHEET

RE: NTHS Field House update

Supporting Documents:

1. New Field House Updated PDF document

District Goals*: 3

Goal 1: STUDENT SUCCESS – Be the district of choice in this Texas Region based on student success.

Goal 2: PEOPLE – Be a “great place to work” where employees find purpose, do worthwhile work, and make a difference.

Goal 3: SERVICE – Serve internal and external customers in partnership to support the highest levels of student success.

Goal 4: INNOVATION – Engage students in a variety of individualized and flexible learning opportunities inside and outside the classroom.

Goal 5: RESOURCES – Allocate resources with a relentless focus on efficiency and effectiveness based on priorities of student success.

Background Information:

This is the monthly NTHS Field House Update given to the Board

Fiscal Implications:

N/A

Administrative Recommendation:

N/A

Jerry Blizzard

Contact Person

Royce Avery

Approved by Superintendent



Manor ISD Construction Project Manager

Jerry Blizzard

Construction P.M. Manor ISD
10335 US HWY 290 E
Manor, TX 78653

Manor ISD

10335 US HWY 290 E
Manor, TX 78653

Update

December 16th, 2019

The information is to provide documentation of changes that impact the up or down cost of the contingencies from the owner and contractor and to provide documentation if the GMP will be changed in any capacity up or down in dollars.

The attached information are the changes to the contingencies only. No changes up or down as been made to the GMP.

I have also added the General Contractors Pay application. This will be to show the amount they are requesting to be paid and the balance of the GMP. The Pay Application numbers below do not show the 5% retainage or the dollars for stored materials purchased. The balance does include all dollars.

Budget \$10,526,951.00

Change Orders - See the Log RCO attachment

Schedule:

The overall project is on schedule.

Upcoming schedule

1. Bleachers to arrive in January
2. Gym flooring to be installed in December
3. Owner Equipment and Furnishings are being ordered.

PICTURES









CHANGE ORDER LOG

See Attachment

Change Orders

1. Side walk in front of Administration - \$11,654.00

Manor Independent School District
Board of Trustee Meeting Agenda Item
December 16, 2019

INFORMATION ITEM SHEET

RE: Board Committee Updates

Supporting Documents:

1. {None}

District Goals*:

Goal 5: RESOURCES – Allocate resources with a relentless focus on efficiency and effectiveness based on priorities of student success.

Background Information:

The Board committees will use this time to share updates with the entire board, staff, and community members.

Fiscal Implications:

{None}

Administrative Recommendation:

{N/A}

Board of Trustees

Contact Person

Royce Avery

Approved by Superintendent

Manor Independent School District
Board of Trustee Meeting Agenda Item
December 16, 2019

INFORMATION ITEM SHEET

RE: Proposed policy GKD (LOCAL) Facility Rentals

Supporting Documents:

1. GKD(LOCAL) Community Relations Non-school use of School Facilities

District Goals*:

Goal 2: PEOPLE – Be a “great place to work” where employees find purpose, do worthwhile work, and make a difference.

Goal 3: SERVICE – Serve internal and external customers in partnership to support the highest levels of student success.

Goal 4: INNOVATION – Engage students in a variety of individualized and flexible learning opportunities inside and outside the classroom.

Goal 5: RESOURCES – Allocate resources with a relentless focus on efficiency and effectiveness based on priorities of student success.

Background Information:

Administration is proposing a local GKD to coincide with GKD (Legal)

Fiscal Implications:

N/A

Administrative Recommendation:

Requesting Board approval of updates

Dr. Daniel Vera

Contact Person

Royce Avery

Approved by Superintendent

COMMUNITY RELATIONS
NONSCHOOL USE OF SCHOOL FACILITIES

GKD
(LOCAL)

SCOPE OF USE The District shall permit nonschool use of designated District facilities for educational, recreational, civic, or social activities when these activities do not conflict with school use or with this policy.

Approval shall not be granted for any purpose that would damage school property or to any group that has damaged District property.

Note: See the following policies for other information regarding facilities use:

- Use by employee professional organizations: DGA
- Use of facilities for school-sponsored and school-related activities: FM
- Use by noncurriculum-related student groups: FNAB
- Use by District-affiliated school-support organizations: GE

NONPROFIT FUND-RAISING The District shall permit nonprofit organizations to conduct fundraising events on District property when these activities do not conflict with school use or with this policy.

FOR-PROFIT USE The District shall permit individuals and for-profit organizations to use its facilities for financial gain when these activities do not conflict with school use or with this policy if:

1. An educational, civic, or charitable purpose will be served;
2. Ninety percent of those involved in the organization, group, or activity are District students; or
3. A substantial segment of the community will benefit from the use.

SCHEDULING Requests for nonschool use of District facilities shall be considered on a first-come, first-served basis.

Academic and extracurricular activities sponsored by the District shall always have priority when any use is scheduled. [See FM] The facilities use coordinator shall have authority to cancel a scheduled nonschool use if an unexpected conflict arises with a District activity.

APPROVAL OF USE The facilities use coordinator is authorized to approve use of any District facility.

COMMUNITY RELATIONS
NONSCHOOL USE OF SCHOOL FACILITIES

GKD
(LOCAL)

EMERGENCY USE	In case of emergencies or disasters, the Superintendent or designee may authorize the use of school facilities by civil defense, health, or emergency service authorities.
FACILITIES NOT AVAILABLE	The Performing Arts Center shall not be available for nonschool use except for performances and forums that require an auditorium setting.
USE AGREEMENT	<p>Any organization or individual approved for a nonschool use of District facilities shall be required to complete a written agreement indicating receipt and understanding of this policy and any applicable administrative regulations, and acknowledging that the District is not liable for any personal injury or damages to personal property related to the nonschool use.</p> <p>Failure to comply with the fees and procedures outlined in this policy shall result in appropriate administrative action, including but not limited to, suspension of use of District facilities.</p>
FEEES FOR USE	<p>Nonschool users shall be charged a fee for the use of designated facilities.</p> <p>The facilities use coordinator shall establish and publish a schedule of fees based on the cost of the physical operation of the facilities, as well as any applicable personnel costs for supervision, custodial services, food services, security, and technology services.</p>
COMPLIMENTARY USE	<p>Organizations or groups shall be permitted to use school facilities on a complimentary basis if:</p> <ol style="list-style-type: none">1. Ninety percent of those involved in the organization, group, or activity are District students;2. The organization, group, or activity offers a program of interest and benefit to the general public; and3. Such use does not entail custodial/support service or other support services beyond that provided for the normal school day.
REQUIRED CONDUCT	<p>Persons or groups using school facilities shall:</p> <ol style="list-style-type: none">1. Conduct business in an orderly manner.2. Abide by all laws and policies, including but not limited to those prohibiting the use, sale, or possession of alcoholic beverages, illegal drugs, and firearms, and the use of tobacco products on school property. [See GKA]3. Make no alteration, temporary or permanent, to school property without prior written consent from the Superintendent.

COMMUNITY RELATIONS
NONSCHOOL USE OF SCHOOL FACILITIES

GKD
(LOCAL)

All groups using school facilities shall be responsible for the cost of repairing any damages incurred during use and shall be required to indemnify the District for the cost of any such repairs.

COMMUNITY RELATIONS
NONSCHOOL USE OF SCHOOL FACILITIES

GKD
(LOCAL)

SCOPE OF USE The District shall permit nonschool use of designated District facilities for educational, recreational, civic, or social activities when these activities do not conflict with school use or with this policy.

Approval shall not be granted for any purpose that would damage school property or to any group that has damaged District property.

Note: See the following policies for other information regarding facilities use:

- Use by employee professional organizations: DGA
- Use of facilities for school-sponsored and school-related activities: FM
- Use by noncurriculum-related student groups: FNAB
- Use by District-affiliated school-support organizations: GE

NONPROFIT FUND-RAISING The District shall permit nonprofit organizations to conduct fundraising events on District property when these activities do not conflict with school use or with this policy.

FOR-PROFIT USE The District shall permit individuals and for-profit organizations to use its facilities for financial gain when these activities do not conflict with school use or with this policy if:

1. An educational, civic, or charitable purpose will be served;

SCHEDULING Requests for nonschool use of District facilities shall be considered on a first-come, first-served basis.

Academic and extracurricular activities sponsored by the District shall always have priority when any use is scheduled. [See FM] The Superintendent or designee shall have authority to cancel a scheduled nonschool use if an unexpected conflict arises with a District activity.

APPROVAL OF USE The Superintendent or designee is authorized to approve use of any District facility.

EMERGENCY USE In case of emergencies or disasters, the Superintendent or designee may authorize the use of school facilities by civil defense, health, or emergency service authorities.

FACILITIES NOT AVAILABLE

COMMUNITY RELATIONS
NONSCHOOL USE OF SCHOOL FACILITIES

GKD
(LOCAL)

	<p>The Performing Arts Center shall not be available for nonschool use except for performances and forums that require an auditorium setting.</p> <p>Classrooms shall not be available for non-school use</p>
USE AGREEMENT	<p>Any organization or individual approved for a nonschool use of District facilities shall be required to complete a written agreement indicating receipt and understanding of this policy and any applicable administrative regulations, and acknowledging that the District is not liable for any personal injury or damages to personal property related to the nonschool use.</p> <p>Failure to comply with the fees and procedures outlined in this policy shall result in appropriate administrative action, including but not limited to, suspension of use of District facilities.</p>
FEES FOR USE	<p>Nonschool users shall be charged a fee for the use of designated facilities.</p> <p>The Superintendent or designee shall establish and publish a schedule of fees based on the cost of the physical operation of the facilities, as well as any applicable personnel costs for supervision, custodial services, food services, security, and technology services.</p>
EXCEPTIONS	<p>Fees shall not be charged when school buildings are used for public meetings sponsored by state or local governmental agencies.</p> <p>Fees shall not be charged for use by District employee professional organizations. [See DGA]</p>
REQUIRED CONDUCT	<p>Persons or groups using school facilities shall:</p> <ol style="list-style-type: none">1. Conduct business in an orderly manner.2. Abide by all laws and policies, including but not limited to those prohibiting the use, sale, or possession of alcoholic beverages, illegal drugs, and firearms, and the use of tobacco products on school property. [See GKA]3. Make no alteration, temporary or permanent, to school property without prior written consent from the Superintendent or designee. <p>All groups using school facilities shall be responsible for the cost of repairing any damages incurred during use and shall be required to indemnify the District for the cost of any such repairs.</p>

Manor Independent School District
Board of Trustee Meeting Agenda Item
December 16, 2019

INFORMATION ITEM SHEET

RE: Proposed policy CKE (LOCAL) SAFETY PROGRAM/RISK MANAGEMENT SECURITY PERSONNEL

Supporting Documents:

1. CKE(LOCAL) Safety Program/Risk Management Security Personnel

District Goals*:

Goal 2: PEOPLE – Be a “great place to work” where employees find purpose, do worthwhile work, and make a difference.

Goal 3: SERVICE – Serve internal and external customers in partnership to support the highest levels of student success.

Goal 4: INNOVATION – Engage students in a variety of individualized and flexible learning opportunities inside and outside the classroom.

Goal 5: RESOURCES – Allocate resources with a relentless focus on efficiency and effectiveness based on priorities of student success.

Background Information:

Administration is developing policies for the new Manor ISD Police Department as it relates to the following: contains information about the general structure, authority, jurisdiction, limitations, use of force, pursuit, video monitoring, training, racial profiling and department regulations

Fiscal Implications:

N/A

Administrative Recommendation:

Requesting Board approval of updates

Dr. Daniel Vera

Contact Person

Royce Avery

Approved by Superintendent

**District Police
Department**

To ensure sufficient security and protection of students, staff, and property, the Board authorizes the formation of a District police department and shall employ and commission police officers.

Supervisory
Authority

The chief of police shall be accountable to and shall report to the Superintendent. In accordance with law, the Superintendent shall not delegate this supervisory responsibility.

Jurisdiction

The jurisdiction of the District's police officers shall include all territory within District boundaries, as well as all real and personal property outside the boundaries of the District that is owned, leased, or rented by the District, or is otherwise under the District's control.

Police Authority and
Duties

Police officers employed by the District shall have all the powers, privileges, and immunities of police officers on or off duty within the jurisdiction of the District. The primary duties of District police officers shall be to:

1. Protect the safety and welfare of any person engaged in the educational process within the jurisdiction of the District and protect the property, real and personal, of the District. Police officers shall first attend to protecting persons and assets on District-owned property and, second, shall attend to protecting students, staff, and District assets off District property, but within the jurisdiction of the District police officers.
2. Assist in the enforcement of District policies on District property, in school zones, at bus stops, or at District functions.
3. Investigate violations of District policy, rules, and regulations as they pertain to violations of law when requested by the chief of police or Superintendent and participate in administrative hearings concerning the alleged violations.

The secondary duties of the District police officers shall be guided by relevant articles of the Texas Code of Criminal Procedure and the Texas Education Code, including:

1. Enforcing all laws, including municipal ordinances, county ordinances, and state laws, and investigating violations of law as needed. In doing so, District police officers may serve search warrants in connection with District-related investigations in compliance with the law.
2. Arresting suspects consistent with state and federal statutory and constitutional standards governing arrests, including arrests without warrant, for offenses that occur in the officer's presence or under the other rules set out in the Texas Code of Criminal Procedure.

3. Coordinating and cooperating with commissioned officers of all other law enforcement agencies in the enforcement of this policy as necessary.
4. Carrying out all other duties as directed by the chief of police or Superintendent.

Temporary Assignment

District police officers shall enforce all laws, including municipal ordinances, county ordinances, and state laws within another law enforcement agency's jurisdiction while temporarily assigned to the other agency.

Nonschool Employment

All off-duty, nonschool employment for law enforcement or security services for an outside employer shall be approved in writing by the chief of police.

Relationship with Outside Agencies

The District's police department and the law enforcement agencies with which it has overlapping jurisdiction shall enter into a memorandum of understanding that outlines reasonable communication and coordination efforts among the department and the agencies. The memorandum of understanding shall be approved by the Board.

Video and Audio Monitoring

The chief of police shall develop and implement regulations and/or departmental policies for the use of mobile and portable audio/video recording devices for District police officers while in the performance of duty.

Access to Recordings

Recordings shall be considered law enforcement records, shall remain in the custody of the chief of police, and shall be maintained as required by District policy, the department regulations manual, and law.

Training

All District officers shall receive at least the minimum amount of continuing education required by the Texas Commission on Law Enforcement (TCOLE).

Department Regulations Manual

To carry out the provisions in this policy, the police department shall compile and maintain a departmental regulations manual that describes and sets forth departmental regulations, operational procedures, and rules pertaining to the administration of police services. The chief of police shall review the manual annually and make any appropriate revisions.

Racial Profiling

The chief of police shall develop and implement regulations to ensure compliance with state law regarding racial profiling. Police officers employed by the District shall not initiate any law enforcement action based on an individual's race, ethnicity, or national origin.

<i>Use of Force</i>	The use of force, including deadly force, shall be authorized only when reasonable and necessary, as outlined in the department regulations manual.
<i>High-Speed Pursuit</i>	Officers shall not engage in high-speed chases in a motor vehicle when the immediate danger to the public or the officer created by the pursuit exceeds the immediate or potential danger presented by the offenders remaining at large. Guidelines for high-speed pursuits shall be addressed in the department regulations manual.
Complaints	<p>All complaints regarding the District police department, its operations, and its police officers and employees shall be reviewed by the appropriate supervisor(s) in the chain of command.</p> <p>Complaints that involve allegations of a non-serious nature where the complainant may simply request notification be made to the officer's supervisor regarding an incident and their dissatisfaction with the level of service provided, improper attitude, or improper behavior shall typically be handled as an informal complaint through the chain of command, beginning with the first-line supervisor. Informal complaints may be filed in person, by U.S. Mail, by e-mail, or by phone at any time.</p>
Formal Complaints	Complaints involving an allegation of misconduct that may be of a potentially serious nature that could warrant discipline and/or departmental corrective action may be investigated as a formal complaint. To proceed with a formal complaint against a District police officer, the complaint must be in writing on a form provided by the District and shall be signed by the person making the complaint and notarized. In accordance with the law, the District shall provide to the police officer a copy of the formal complaint. [See COMPLAINTS AGAINST PEACE OFFICERS at CKE(LEGAL)]
General Provisions	
<i>Filing</i>	<p>Complaint forms may be filed by hand-delivery, by electronic communication, including e-mail and fax, or U.S. Mail. Hand-delivered filings shall be considered timely filed if received by the appropriate supervisor by the close of business on the deadline. Filings submitted by electronic communication shall be timely filed if received by the appropriate supervisor on or before the close of business by the deadline, as indicated by the date/time shown on the electronic communication. Mail filings shall be timely filed if they are post-marked by U.S. Mail on or before the deadline and received by the appropriate supervisor no more than three days after the deadline.</p> <p>The District shall make reasonable attempts to schedule conferences at a mutually agreeable time. If a complainant fails to schedule or appear at the conference, the District may dismiss the complaint. If the complaint is dismissed, it may be refiled, but only if within the time period for filing a complaint.</p>

<i>Response</i>	At Levels One, Two, and Three, “response” shall mean a written communication to the complainant from the appropriate supervisor. Responses may be hand-delivered or sent by U.S. Mail to the complainant’s mailing address of record. Mailed responses shall be timely if they are postmarked by U.S. Mail on or before the deadline.
<i>Days</i>	“Days” shall mean District business days as specified on the District’s calendar. In calculating time lines under this policy, the day a document is filed is “day zero.” The following business day is “day one.”
<i>Representative</i>	“Representative” shall mean any person or organization that is designated by the complainant to represent the complainant in the complaint process. The complainant may designate a representative through written notice to the District at any level of this process. If the complainant designates a representative with fewer than three days’ notice to the District before a scheduled conference or hearing, the District may reschedule the conference or hearing to a later date, if desired, in order to include the District’s counsel. The District may be represented by counsel at any level of the process regardless of the complainant’s representation.
Consolidating Complaints	Complaints arising out of an event or a series of related events shall be addressed in one complaint. A complainant shall not bring separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous complaint.
Untimely Filings	All time limits shall be strictly followed unless modified by mutual written consent. If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the complainant, at any point during the formal complaint process. The complainant may appeal the dismissal by seeking review in writing within ten days from the date of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.
Costs Incurred	Each party shall pay its own costs incurred in the course of the complaint process.
Complaint Form	Formal complaints under this policy shall be submitted in writing on a form provided by the District and shall be signed by the person making the complaint and notarized.

Copies of any documents that support the complaint should be attached to the complaint form. If the complainant does not have copies of these documents, copies may be presented at the Level One conference. After the Level One conference, no new documents may be submitted by the complainant unless the complainant did not know the documents existed before the Level One conference.

A complaint form that is incomplete in any material aspect may be dismissed but may be refiled with all the required information if the refiling is within the designated time for filing a formal complaint.

Level One

Formal complaints shall be filed with the office of the chief of police. If the complaint is not filed with the office of the chief of police, the individual receiving the complaint form shall note the date and time the form was received, place the complaint in a sealed envelope, and immediately forward the complaint to the office of the chief of police.

The chief of police shall assign a Level One complaint to the lowest level administrator who has the authority to remedy the alleged problem.

Violation of Law

A complaint alleging a specific violation of the law shall be filed within the time frame established by the statute of limitations based on the action giving rise to the complaint.

In such cases, the supervisor shall hold a conference with the complainant within ten days after receipt of the formal complaint. The supervisor may set reasonable time limits for the conference. The supervisor shall then conduct an investigation in a timely manner, but shall not exceed 30 days from receipt of the written complaint. The supervisor shall also provide the complainant a written response within 30 days from receipt of the written complaint. The written response shall set forth the basis of the decision. In reaching a decision, the supervisor may consider information provided at the Level One conference and any relevant documents or information from the supervisor's investigation.

No Violation of Law

A complaint shall be filed within 15 days of the date the individual first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint regarding a police officer or law enforcement operation that is not a violation of the law.

In such cases, the appropriate supervisor shall hold a conference with the complainant within ten days after receipt of the formal complaint. The supervisor may set reasonable time limits for the conference. The supervisor shall investigate as necessary and provide the complainant a written response within ten days following

the conference. The written response shall set forth the basis of the decision. In reaching a decision, the supervisor may consider information provided at the Level One conference and any relevant documents or information from the supervisor's investigation.

Level Two

If the complainant did not receive the relief requested at Level One or if the time for a response to the formal complaint has expired based on the type of complaint filed (violation of law or no violation of law), the complainant may file a Level Two appeal notice with the office of the chief of police.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level One response or, if no response was received, within ten days of the Level One response deadline.

After receiving notice of the appeal, the Level One supervisor shall prepare and forward a record of the Level One complaint to the office of the chief of police. The complainant may request a copy of the Level One record.

The Level One record shall include:

1. The original complaint form and any attachments.
2. All other documents submitted by the complainant at Level One.
3. The written response issued at Level One and any attachments.
4. All other documents relied upon by the Level One supervisor in reaching the Level One decision.

The chief of police or designee shall hold a Level Two conference within ten days after the Level Two appeal notice is filed. The conference shall be limited to the issues presented by the complainant at Level One. At the Level Two conference, the complainant may provide information concerning any documents or information relied on by the administration for the Level One decision. The chief of police or designee may set reasonable time limits for the conference.

The chief of police or designee shall provide the complainant a written response within ten days following the conference. The written response shall set forth the basis of the decision regarding the complaint. In reaching a decision, the chief of police or designee may consider the Level One record, information provided at the

Level Two conference, and any other relevant documents or information the chief of police or designee believes will help resolve the complaint.

Recordings of the Level One and Level Two conferences, if any, shall be maintained with the Level One and Level Two records.

Level Three

If the complainant did not receive the relief requested at Level Two or if the time for a response has expired, the complainant may file a Level Three appeal notice with the office of the Superintendent to appeal the Level Two decision.

The appeal notice of the complaint shall be filed in writing, on a form provided by the District, within ten days of the written Level Two response or, if no response was received, within ten days of the Level Two response deadline.

The complainant may request a copy of the Level Two record.

The Level Two record shall include:

1. The Level One record.
2. The notice of appeal from Level One to Level Two.
3. The written response issued at Level Two and any attachments, including any audio recordings.
4. All other documents relied upon by the administration in reaching the Level Two decision.

The Level Three administrator shall be the Superintendent or designee. The Level Three administrator shall schedule a conference within ten days after the appeal notice is filed. The conference shall be limited to the issues and documents considered at Level One and Level Two and identified in the Level Three appeal notice. At the conference, the complainant may provide information concerning any documents or information relied upon by the administration for the Level Two decision. The Level Three administrator may set reasonable time limits for the conference.

The Level Three administrator shall provide the employee a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the Level Three administrator may consider the Level One and Level Two records, information provided at the Level Three conference, and any other relevant documents or information the Level Three administrator believes will help resolve the complaint.

Level Four

If the complainant did not receive the relief requested at Level Three or if the time for a response has expired, the complainant may appeal the decision to the Board.

The appeal notice shall be filed in writing, on a form provided by the District, within ten days of the date of the written Level Three response or, if no response was received, within ten days of the Level Three response deadline.

The Superintendent or designee shall inform the complainant of the date, time, and place of the Board meeting at which the complaint will be on the agenda for submission to the Board.

The Superintendent or designee shall provide the Board with the record of the Level Three appeal. The complainant may request a copy of the Level Three record.

The Level Three record shall include:

1. The Level One and Level Two records.
2. The notice of appeal from Level Two to Level Three.
3. The written response issued at Level Three and any attachments.
4. All other documents relied upon by the administration in reaching the Level Three decision.

The appeal shall be limited to the issues and documents considered at Level Three, except that if at the Level Four hearing the administration intends to rely on evidence not included in the Level Three record, the administration shall provide the complainant notice of the nature of the evidence at least three days before the hearing.

The presiding officer may set reasonable time limits and guidelines for the presentation, including an opportunity for the complainant and administration to each make a presentation and provide rebuttal and an opportunity for questioning by the Board. The Board shall hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels.

In addition to any other record of the Board meeting required by law, the Board shall prepare a separate record of the Level Four presentation. The Level Four presentation, including the presentation by the complainant or the complainant's representative, any presentation from the administration, and questions from the Board with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

The Board shall then consider the complaint. It may give notice of its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. If the Board does not make a decision regarding the complaint by the end of the next regularly scheduled meeting, the lack of a response by the Board upholds the administrative decision at Level Three. [See COMPLAINTS AGAINST PEACE OFFICERS at CKE(LEGAL)]

The District shall determine whether the complaint will be presented in open or closed meeting in accordance with the Texas Open Meetings Act and other applicable law. [See BE]

**School Resource
Officers**

To implement the District's comprehensive safety programs, the District has entered into an agreement with a local law enforcement agency for school resource officers. School resource officers shall provide services consistent with the terms of the agreement, the comprehensive safety programs, and Board policy.

Training

All school resource officers shall receive at least the minimum amount of education and training required by law.

Manor Independent School District
Board of Trustee Meeting Agenda Item
December 16, 2019

INFORMATION ITEM SHEET

RE: Board of Trustees Continuing Education Credit Hours

Supporting Documents:

1. Continuing Education Credit Report

District Goals*:

Goal 1: STUDENT SUCCESS – Be the district of choice in this Texas Region based on student success.

Goal 2: PEOPLE – Be a “great place to work” where employees find purpose, do worthwhile work, and make a difference.

Goal 3: SERVICE – Serve internal and external customers in partnership to support the highest levels of student success.

Goal 4: INNOVATION – Engage students in a variety of individualized and flexible learning opportunities inside and outside the classroom.

Goal 5: RESOURCES – Allocate resources with a relentless focus on efficiency and effectiveness based on priorities of student success.

Background Information:

Every year, the President of the Board of Trustees, must provide a report of the credit hours received by each board members. The reporting period presented is from November 1, 2018 through October 31, 2019.

Fiscal Implications:

N/A

Administrative Recommendation:

Elmer Fisher, Jr.

Contact Person

Royce Avery

Approved by Superintendent

**Texas Association of School Boards
Continuing Education Credit Report Service**

**Manor ISD - District # 227907
Royce Avery - ID # 076722
11/1/2018 to 10/31/2019**

<u>Tier 1 - Orientation</u>	<u>Date earned</u>	<u>Hours earned</u>
Other Training		
Non-TASB Provided Training		
Local District Orientation	12/12/2018	3.00
Total Hours for Tier 1		3.00
<hr/>		
<u>Tier 2 - Team Building</u>	<u>Date earned</u>	<u>Hours earned</u>
TASB Provided		
In-District Consulting		
Board Development	10/2/2019	3.00
Total Hours for Tier 2		3.00
<hr/>		
<u>Tier 3 - Board Development</u>	<u>Date earned</u>	<u>Hours earned</u>
TASB Provided		
Summer Leadership Institute San Antonio - 2019 San Antonio, TX		
Developing a Mental Health/Intervention Program to Prevent School Violence	6/13/2019	09:30 - 10:45 AM 1.25
Tips and Tools for the High-School-to-College Transition from Board Members in the Kn	6/14/2019	09:30 - 10:45 AM 0.62
Prepared New Board Members Make Contributing Board Members	6/14/2019	09:30 - 10:45 AM 0.62
Bigger. Better. Faster. Improving Existing School Buildings	6/14/2019	11:00 - 12:15 PM 1.25
Civilian Response to Active Shooter Events (CRASE)	6/14/2019	01:30 - 02:45 PM 1.25
Other Training		
Non-TASB Provided Training		
Accountability	2/28/2019	1.33
Total Hours for Tier 3		6.32



**Texas Association of School Boards
Continuing Education Credit Report Service**

Manor ISD - District # 227907

Royce Avery - ID # 076722

11/1/2018 to 10/31/2019

ATTN Board Members: Because your district, not TASB, is the official keeper of record for your continuing education credits, you should report any errors or missing training credits to your superintendent's secretary rather than to TASB.

ATTN District Personnel: If you have revisions or additions to the training detail contained in this report, please follow the instructions below.

1. If information already listed on the report needs to be revised, the district recordkeeper should mark the necessary change on the report itself and fax it to TASB. Please allow 30 days for TASB to post the changes.

2. If TASB training took place that is not listed on the report and it has been at least 30 days since the training, the recordkeeper should fax TASB a copy of the certificate or credit/scantron form provided at the event. If training documentation has been lost, fax TASB the name of the board member, name and date of the event, name of each session attended and the number of credit hours earned for each session. Please allow 30 days for TASB to post the changes.

3. If non-TASB training took place that is not listed on the report, the recordkeeper should submit the credit on-line.

E-Mail: cec@tasb.org

TASB Main Number: 800-580-8272 ext. 2454

Fax: 512-467-3642



**Texas Association of School Boards
Continuing Education Credit Report Service**

**Manor ISD - District # 227907
Monique Celedon - ID # 100570
11/1/2018 to 10/31/2019**

<u>Tier 1 - Orientation</u>	<u>Date earned</u>	<u>Hours earned</u>
TASB Provided		
Post Legislative Seminar - 2019	Varies	
Post Legislative Seminar San Antonio (Tier 1)	6/12/2019 05:30 - 08:50 PM	3.00
Total Hours for Tier 1		3.00

<u>Tier 2 - Team Building</u>	<u>Date earned</u>	<u>Hours earned</u>
TASB Provided		
In-District Consulting		
Board Development	10/2/2019	3.00
Total Hours for Tier 2		3.00

<u>Tier 3 - Board Development</u>	<u>Date earned</u>	<u>Hours earned</u>
TASB Provided		
Summer Leadership Institute San Antonio - 2019	San Antonio, TX	
Thursday General Session - Leon Logothetis	6/13/2019 08:00 - 09:15 AM	1.00
Developing a Mental Health/Intervention Program to Prevent School Violence	6/13/2019 09:30 - 10:45 AM	1.25
Who Will Follow Your Lead When You Step Down? Mentoring Tomorrow's LeadersMast	6/13/2019 11:00 - 12:15 PM	1.25
We're All in This Together: Focusing on the Whole Community	6/13/2019 03:15 - 04:30 PM	1.25
Friday General Session - Wes Moore	6/14/2019 08:00 - 09:15 AM	1.00
Prepared New Board Members Make Contributing Board Members	6/14/2019 09:30 - 10:45 AM	1.25
Bigger. Better. Faster. Improving Existing School Buildings	6/14/2019 11:00 - 12:15 PM	1.25
Women in Leadership: Encouragement for Today and Inspiration for Tomorrow	6/14/2019 01:30 - 04:15 PM	2.50
Saturday General Session - Natalie Stavas	6/15/2019 09:15 - 10:30 AM	1.00
TASA TASB Convention - 2019	Dallas	
Risk and Diversification	9/20/2019 07:30 - 08:30 AM	1.00
A Real and Practical Pathway to Systemic Success	9/20/2019 08:45 - 09:45 AM	1.00
A-F Accountability for Non-Educators	9/20/2019 10:15 - 11:15 AM	1.00
The Moral Imperative of a New Accountability	9/20/2019 01:00 - 02:00 PM	1.00
Equity Is Not By Luck or Chance	9/20/2019 02:15 - 03:15 PM	1.00
Friday General Session: Play@Work: Unleashing Growth Through Creativity and Innova	9/20/2019 04:00 - 05:30 PM	1.00
Recognizing and Reporting Child Abuse in Texas Schools and the Role of Children's Ad	9/21/2019 07:30 - 08:30 AM	1.00
Cyber Crimes and Current Threats	9/21/2019 08:45 - 09:45 AM	0.50
Beyond Locks: Mental Health as a School Safety Issue	9/21/2019 08:45 - 09:45 AM	0.50
Saturday General Session: The Power of One	9/21/2019 10:30 - 12:00 PM	1.00
[TSPRA] #didtheyreallypostthat: Social Media for Board Members	9/21/2019 01:00 - 02:00 PM	1.00
Transforming Public Education with House Bill 3	9/21/2019 04:15 - 05:00 PM	0.75
A Conversation With the 2019 Superintendent of the Year (SOTY)	9/22/2019 08:00 - 09:00 AM	1.00



**Texas Association of School Boards
Continuing Education Credit Report Service**

**Manor ISD - District # 227907
Monique Celedon - ID # 100570
11/1/2018 to 10/31/2019**

<u>Tier 3 - Board Development</u>	<u>Date earned</u>	<u>Hours earned</u>
Other Training		
Non-TASB Provided Training		
Accountability	2/28/2019	1.33
Total Hours for Tier 3		24.83

ATTN Board Members: Because your district, not TASB, is the official keeper of record for your continuing education credits, you should report any errors or missing training credits to your superintendent's secretary rather than to TASB.

ATTN District Personnel: If you have revisions or additions to the training detail contained in this report, please follow the instructions below.

1. If information already listed on the report needs to be revised, the district recordkeeper should mark the necessary change on the report itself and fax it to TASB. Please allow 30 days for TASB to post the changes.
2. If TASB training took place that is not listed on the report and it has been at least 30 days since the training, the recordkeeper should fax TASB a copy of the certificate or credit/scantron form provided at the event. If training documentation has been lost, fax TASB the name of the board member, name and date of the event, name of each session attended and the number of credit hours earned for each session. Please allow 30 days for TASB to post the changes.
3. If non-TASB training took place that is not listed on the report, the recordkeeper should submit the credit on-line.

E-Mail: cec@tasb.org

TASB Main Number: 800-580-8272 ext. 2454

Fax: 512-467-3642



**Texas Association of School Boards
Continuing Education Credit Report Service**

Manor ISD - District # 227907

Ana Cortez - ID # 086329

11/1/2018 to 10/31/2019

<u>Tier 2 - Team Building</u>	<u>Date earned</u>	<u>Hours earned</u>
TASB Provided		
In-District Consulting		
Board Development	10/2/2019	3.00
Total Hours for Tier 2		3.00

<u>Tier 3 - Board Development</u>	<u>Date earned</u>	<u>Hours earned</u>
TASB Provided		
Central Texas School Board Association - 2019	varies	
CTSBA: The XG Governance Process	2/13/2019	1.50
Winter Governance Seminar - 2019	Galveston, TX	
General Session - Anne Grady	2/21/2019	08:00 - 09:15 AM 1.00
School Board Governance: A Behind-the-Scenes Look	2/21/2019	09:30 - 10:45 AM 1.25
Women in Leadership: Encouragement for Today and Inspiration for Tomorrow	2/21/2019	11:00 - 12:15 PM 1.25
Democracy in Action: Balancing State and Local Governance	2/21/2019	01:30 - 02:45 PM 1.25
Going Beyond the Requirements: Increasing College and Career Readiness	2/21/2019	03:00 - 04:15 PM 1.25
General Session - Student Voices	2/22/2019	08:00 - 09:15 AM 1.00
Take Kindness to the Next Level	2/22/2019	09:30 - 10:30 AM 1.00
Awareness Awaits: Suicide Prevention in Schools	2/22/2019	11:15 - 12:15 PM 1.00
Student Voices Panel	2/22/2019	01:15 - 01:45 PM 0.50
Innovative Community-Based Instruction for Special Needs Students	2/22/2019	02:00 - 03:00 PM 1.00
Reaching Our Academic Reward (ROAR) with Hispanic First Generation College Studer	2/22/2019	03:30 - 04:30 PM 1.00
SXSW EDU Conference & Festival - 2019	Austin, Texas	
School Board Member Meet-Up - Governance and Oversight at the Local Level	3/6/2019	02:00 - 03:00 PM 1.00
Summer Leadership Institute San Antonio - 2019	San Antonio, TX	
Thursday General Session - Leon Logothetis	6/13/2019	08:00 - 09:15 AM 1.00
Creating a Collaborative Culture	6/13/2019	09:30 - 10:45 AM 1.25
Building a Stronger Governance Model Though Neighborhood Platicas	6/13/2019	11:00 - 12:15 PM 1.25
Friday General Session - Wes Moore	6/14/2019	08:00 - 09:15 AM 1.00
Tips and Tools for the High-School-to-College Transition from Board Members in the Kn	6/14/2019	09:30 - 10:45 AM 1.25
Are You Taking Advantage of ALL Your Revenue Streams?	6/14/2019	11:00 - 12:15 PM 1.25
TASA TASB Convention - 2019	Dallas	
The Superintendent Search Process	9/20/2019	10:15 - 11:15 AM 0.50
Update on Student Discipline and School Safety	9/20/2019	10:15 - 11:15 AM 0.50
Cultivating an Environment for Achievement, Culture, and Growth for All	9/20/2019	11:30 - 12:00 PM 0.50
Demystifying Cyber Risk in School Environments	9/20/2019	01:00 - 02:00 PM 1.00
Saturday General Session: The Power of One	9/21/2019	10:30 - 12:00 PM 1.00
Understanding TEA's SPED Strategic Plan and Coordinating Consistent Communicator	9/21/2019	01:00 - 02:00 PM 1.00



**Texas Association of School Boards
Continuing Education Credit Report Service**

**Manor ISD - District # 227907
Ana Cortez - ID # 086329
11/1/2018 to 10/31/2019**

Tier 3 - Board Development

Date earned

Hours earned

Other Training

Non-TASB Provided Training

Tier 3 Board Development	2/13/2019	1.50
Accountability	2/27/2019	5.25
Accountability	2/28/2019	1.33
Tier 3 Board Development	3/30/2019	9.25
Budget and Finance Training	5/8/2019	4.00
Tier 3 Board Development	5/8/2019	4.00

Total Hours for **Tier 3** **50.83**

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Fax: 512-467-3642



**Texas Association of School Boards
Continuing Education Credit Report Service**

**Manor ISD - District # 227907
Elmer Fisher - ID # 085663
11/1/2018 to 10/31/2019**

<u>Tier 2 - Team Building</u>	<u>Date earned</u>	<u>Hours earned</u>
TASB Provided		
In-District Consulting		
Board Development	10/2/2019	3.00
Total Hours for Tier 2		3.00

<u>Tier 3 - Board Development</u>	<u>Date earned</u>	<u>Hours earned</u>
TASB Provided		
Summer Leadership Institute San Antonio - 2019	San Antonio, TX	
Thursday General Session - Leon Logothetis	6/13/2019	08:00 - 09:15 AM 1.00
Developing a Mental Health/Intervention Program to Prevent School Violence	6/13/2019	09:30 - 10:45 AM 1.25
School Mental Health to Improve Academics, Attendance, and School Safety	6/13/2019	11:00 - 12:15 PM 1.25
The Kids Are Coming Aren't They?	6/13/2019	01:30 - 02:45 PM 1.25
The Financial Impact of the 86th Legislature	6/13/2019	03:15 - 04:30 PM 1.25
Friday General Session - Wes Moore	6/14/2019	08:00 - 09:15 AM 1.00
Tips and Tools for the High-School-to-College Transition from Board Members in the Know	6/14/2019	09:30 - 10:45 AM 1.25
Dual Credit and Early College High Schools: Positively Affecting Student Achievement	6/14/2019	11:00 - 12:15 PM 1.25
Civilian Response to Active Shooter Events (CRASE)	6/14/2019	01:30 - 02:45 PM 1.25
Total Hours for Tier 3		10.75

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**Texas Association of School Boards
Continuing Education Credit Report Service**

**Manor ISD - District # 227907
Matildy Samaripa - ID # 060598
11/1/2018 to 10/31/2019**

<u>Tier 1 - Orientation</u>	<u>Date earned</u>	<u>Hours earned</u>
TASB Provided		
Region 4 ESC Provided Training - 2019	Galveston, TX	
Newly Elected Board Members: Orientation to the Texas Education Code	2/20/2019 05:00 - 08:30 PM	3.00
Other Training		
Non-TASB Provided Training		
Local District Orientation	12/12/2018	3.00
Total Hours for Tier 1		6.00

<u>Tier 3 - Board Development</u>	<u>Date earned</u>	<u>Hours earned</u>
TASB Provided		
Winter Governance Seminar - 2019	Galveston, TX	
General Session - Anne Grady	2/21/2019 08:00 - 09:15 AM	1.00
School Board Governance: A Behind-the-Scenes Look	2/21/2019 09:30 - 10:45 AM	1.25
Nuts-and-Bolts Governance for Student Achievement	2/21/2019 11:00 - 12:15 PM	1.25
Ten Commandments of Closed Meetings	2/21/2019 01:30 - 02:45 PM	1.25
Legal Update	2/21/2019 03:00 - 04:15 PM	1.25
General Session - Student Voices	2/22/2019 08:00 - 09:15 AM	1.00
Character Matters in Building School Climate and Culture	2/22/2019 09:30 - 10:30 AM	1.00
Unleashing Student Voice to Ensure Safer Schools	2/22/2019 11:15 - 12:15 PM	1.00
Incorporating Student Voice in Governance Practices	2/22/2019 02:00 - 03:00 PM	1.00
Students Leading Students to More Inclusive Communities	2/22/2019 03:30 - 04:30 PM	1.00
Connecting the Dots	2/23/2019 08:00 - 09:00 AM	1.00
Post Legislative Seminar - 2019	Varies	
Post Legislative Seminar Fort Worth (Tier 3)	6/19/2019 05:30 - 08:30 PM	2.25
Summer Leadership Institute Fort Worth - 2019	Fort Worth, TX	
Thursday General Session - Leon Logothetis	6/20/2019 08:00 - 09:15 AM	1.00
Building a Stronger Governance Model Through Neighborhood Pláticas	6/20/2019 11:00 - 12:15 PM	1.25
We Deliver Excellence	6/20/2019 01:30 - 02:45 PM	1.25
We're All in This Together: Focusing on the Whole Community	6/20/2019 03:15 - 04:30 PM	1.25
Friday General Session - Wes Moore	6/21/2019 08:00 - 09:15 AM	1.00
Create a Stronger Academic Education: Add the Arts and Forms of Play to the Classroom	6/21/2019 09:30 - 10:45 AM	1.25
Dual Credit and Early College High Schools: Positively Affecting Student Achievement	6/21/2019 11:00 - 12:15 PM	1.25
What is eXceptional Governance?	6/21/2019 01:30 - 02:45 PM	1.25
Connecting the Dots	6/22/2019 08:00 - 09:00 AM	1.00
Saturday General Session - Natalie Stavas	6/22/2019 09:15 - 10:30 AM	1.00
TASA TASB Convention - 2019	Dallas	



**Texas Association of School Boards
Continuing Education Credit Report Service**

**Manor ISD - District # 227907
Matildy Samaripa - ID # 060598
11/1/2018 to 10/31/2019**

Tier 3 - Board Development

Date earned

Hours earned

Biscuits to Baklava: Teacher Recruitment Tips From Common Sense to the Exotic	9/20/2019	07:30 - 08:30 AM	1.00
Do School Facilities Impact Student Achievement?	9/20/2019	08:45 - 09:45 AM	1.00
Upgrade District Culture With Powerful Internal Communications	9/20/2019	10:15 - 11:15 AM	1.00
Walking Quorums and Daisy Chains: What Acts Under TOMA Have Criminal Implication	9/20/2019	11:30 - 12:00 PM	0.50
EC: Planning for Resilient, Safe, and Secure Schools	9/20/2019	12:00 - 12:20 PM	0.50
Grievances Abound! Handling Tough Grievances Firsthand	9/20/2019	01:00 - 02:00 PM	1.00
How to Shape a District's Culture in 30 days!	9/20/2019	02:15 - 03:15 PM	1.00
Dealing With Undocumented Students: Legal, Enrollment and Education Issues	9/21/2019	07:30 - 08:30 AM	1.00
Dual Credit and Early College High Schools: How Can Boards Affect 25?	9/21/2019	08:45 - 09:45 AM	1.00
Saturday General Session: The Power of One	9/21/2019	10:30 - 12:00 PM	1.00
[TSPRA] #didtheyreallypostthat: Social Media for Board Members	9/21/2019	01:00 - 02:00 PM	1.00
Using Data to Become College, Career, and Military Ready	9/21/2019	03:00 - 04:00 PM	1.00
Transforming Public Education with House Bill 3	9/21/2019	04:15 - 05:00 PM	0.75
A Conversation With the 2019 Superintendent of the Year (SOTY)	9/22/2019	08:00 - 09:00 AM	1.00
There's no "I" in TEAM: Learn From the 2019 Honor Board	9/22/2019	09:15 - 10:15 AM	1.00

Other Training

Non-TASB Provided Training

Open Meetings Act (Required Open Govt Training)	2/1/2019		1.00
Public Info Act (Required Open Govt Training)	2/1/2019		1.00

Total Hours for Tier 3 **41.50**

Tier 4 - SB 1566

Date earned

Completed

Non-TASB Provided Training

SB 1566 Training	2/27/2019		✓
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**Texas Association of School Boards
Continuing Education Credit Report Service**

**Manor ISD - District # 227907
Matildy Samaripa - ID # 060598
11/1/2018 to 10/31/2019**

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**Texas Association of School Boards
Continuing Education Credit Report Service**

Manor ISD - District # 227907

Janie Serna - ID # 100569

11/1/2018 to 10/31/2019

Tier 1 - Orientation

Date earned

Hours earned

TASB Provided

Post Legislative Seminar - 2019

Varies

Post Legislative Seminar San Antonio (Tier 1)

6/12/2019 05:30 - 08:50 PM 3.00

Total Hours for Tier 1 3.00

Tier 3 - Board Development

Date earned

Hours earned

TASB Provided

Winter Governance Seminar - 2019

Galveston, TX

Board Officers' Academy: The You Decide Pre-Conference

2/20/2019 05:00 - 08:30 PM 2.50

General Session - Anne Grady

2/21/2019 08:00 - 09:15 AM 1.00

How to Have a Successful Bond Election

2/21/2019 09:30 - 10:45 AM 1.25

Women in Leadership: Encouragement for Today and Inspiration for Tomorrow

2/21/2019 11:00 - 12:15 PM 1.25

Understanding Data to Impact Student Outcomes: Developing District and Board Goals

2/21/2019 01:30 - 02:45 PM 1.25

Addressing Safety and Security in Your Schools

2/21/2019 03:00 - 04:15 PM 1.25

General Session - Student Voices

2/22/2019 08:00 - 09:15 AM 1.00

RISE Mentor Program: Bringing Students and Community Members Together

2/22/2019 11:15 - 12:15 PM 1.00

Student Voices Panel

2/22/2019 01:15 - 01:45 PM 0.50

Unleashing Student Voice to Ensure Safer Schools

2/22/2019 03:30 - 04:30 PM 1.00

Connecting the Dots

2/23/2019 08:00 - 09:00 AM 1.00

Summer Leadership Institute San Antonio - 2019

San Antonio, TX

Thursday General Session - Leon Logothetis

6/13/2019 08:00 - 09:15 AM 1.00

Developing a Mental Health/Intervention Program to Prevent School Violence

6/13/2019 09:30 - 10:45 AM 1.25

Creating a Board Data Dashboard

6/13/2019 11:00 - 12:15 PM 1.25

We're All in This Together: Focusing on the Whole Community

6/13/2019 03:15 - 04:30 PM 1.25

Friday General Session - Wes Moore

6/14/2019 08:00 - 09:15 AM 1.00

Designing, Creating, Building, and Maintaining a School Safety Plan: The Big Spring ISD

6/14/2019 09:30 - 10:45 AM 0.62

Tips and Tools for the High-School-to-College Transition from Board Members in the Kn

6/14/2019 09:30 - 10:45 AM 0.62

Women in Leadership: Encouragement for Today and Inspiration for Tomorrow

6/14/2019 01:30 - 04:15 PM 2.50

Connecting the Dots

6/15/2019 08:00 - 09:00 AM 1.00

Saturday General Session - Natalie Stavas

6/15/2019 09:15 - 10:30 AM 1.00

Total Hours for Tier 3 24.49



**Texas Association of School Boards
Continuing Education Credit Report Service**

Manor ISD - District # 227907

Janie Serna - ID # 100569

11/1/2018 to 10/31/2019

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**Texas Association of School Boards
Continuing Education Credit Report Service**

**Manor ISD - District # 227907
Temeika Thomas - ID # 121555
11/1/2018 to 10/31/2019**

<u>Tier 1 - Orientation</u>	<u>Date earned</u>	<u>Hours earned</u>
TASB Provided		
Region 4 ESC Provided Training - 2019	Galveston, TX	
Newly Elected Board Members: Orientation to the Texas Education Code	2/20/2019 05:00 - 08:30 PM	3.00
Other Training		
Non-TASB Provided Training		
Local District Orientation	12/12/2018	3.00
Total Hours for Tier 1		6.00

<u>Tier 2 - Team Building</u>	<u>Date earned</u>	<u>Hours earned</u>
TASB Provided		
In-District Consulting		
Board Development	10/2/2019	3.00
Total Hours for Tier 2		3.00

<u>Tier 3 - Board Development</u>	<u>Date earned</u>	<u>Hours earned</u>
TASB Provided		
Winter Governance Seminar - 2019	Galveston, TX	
General Session - Anne Grady	2/21/2019 08:00 - 09:15 AM	1.00
Now That You're Elected	2/21/2019 09:30 - 10:45 AM	1.25
Nuts-and-Bolts Governance for Student Achievement	2/21/2019 11:00 - 12:15 PM	1.25
Ten Commandments of Closed Meetings	2/21/2019 01:30 - 02:45 PM	1.25
Addressing Safety and Security in Your Schools	2/21/2019 03:00 - 04:15 PM	1.25
Increasing Mental Wellness and Student Potential	2/22/2019 09:30 - 10:30 AM	1.00
Unleashing Student Voice to Ensure Safer Schools	2/22/2019 11:15 - 12:15 PM	1.00
Student Voices Panel	2/22/2019 01:15 - 01:45 PM	0.50
Incorporating Student Voice in Governance Practices	2/22/2019 02:00 - 03:00 PM	1.00
Reaching Our Academic Reward (ROAR) with Hispanic First Generation College Studer	2/22/2019 03:30 - 04:30 PM	1.00
Post Legislative Seminar - 2019	Varies	
Post Legislative Seminar San Antonio (Tier 3)	6/12/2019 05:30 - 08:50 PM	3.00
Summer Leadership Institute San Antonio - 2019	San Antonio, TX	
Thursday General Session - Leon Logothetis	6/13/2019 08:00 - 09:15 AM	1.00
Your Tweeting Rights: Balancing Trustees Online Free Speech Rights with the Law	6/13/2019 09:30 - 10:45 AM	1.25
Employee Compensation and Teacher Pay Raise	6/13/2019 11:00 - 12:15 PM	1.25
When Duct Tape Isn't Enough	6/13/2019 03:15 - 04:30 PM	1.25
Friday General Session - Wes Moore	6/14/2019 08:00 - 09:15 AM	1.00
Prepared New Board Members Make Contributing Board Members	6/14/2019 09:30 - 10:45 AM	1.25



**Texas Association of School Boards
Continuing Education Credit Report Service**

**Manor ISD - District # 227907
Temeika Thomas - ID # 121555
11/1/2018 to 10/31/2019**

Tier 3 - Board Development

Date earned Hours earned

The Soft Bigotry of Low Expectations	6/14/2019	11:00 - 12:15 PM	1.25
Morath/TEA Post-Legislative Report	6/14/2019	12:30 - 01:15 PM	0.50
What's happening with the Special Education Compliance Monitoring in Texas?	6/14/2019	01:30 - 02:45 PM	1.25
Sealing Up the Cracks Working with Families to Keep Kids from Falling Through	6/14/2019	03:00 - 04:15 PM	1.25

TASA | TASB Convention - 2019

Dallas

Changing the Culture of a 100-Year-Old District	9/21/2019	08:45 - 09:45 AM	1.00
EC: Planning / Design Considerations and the Four Phases of Emergency Management	9/21/2019	09:45 - 10:15 AM	0.50
Saturday General Session: The Power of One	9/21/2019	10:30 - 12:00 PM	1.00
TASB Delegate Assembly Caucuses	9/21/2019	12:30 - 01:45 PM	0.50
TASB Delegate Assembly	9/21/2019	02:00 - 04:00 PM	1.50
Transforming Public Education with House Bill 3	9/21/2019	04:15 - 05:00 PM	0.75

Other Training

Non-TASB Provided Training

Open Meetings Act (Required Open Govt Training)	2/1/2019		1.00
Public Info Act (Required Open Govt Training)	2/1/2019		1.00
Accountability	3/1/2019		5.00
Accountability	3/2/2019		1.00

Total Hours for Tier 3 38.00

Tier 4 - SB 1566

Date earned Completed

Non-TASB Provided Training

SB 1566 Training	2/27/2019		✓
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**Texas Association of School Boards
Continuing Education Credit Report Service**

**Manor ISD - District # 227907
Johnny Velasco - ID # 072682
11/1/2018 to 10/31/2019**

<u>Tier 2 - Team Building</u>	<u>Date earned</u>	<u>Hours earned</u>
TASB Provided		
In-District Consulting		
Board Development	10/2/2019	3.00
		Total Hours for Tier 2 3.00

<u>Tier 3 - Board Development</u>	<u>Date earned</u>	<u>Hours earned</u>
TASB Provided		
Summer Leadership Institute San Antonio - 2019	San Antonio, TX	
Thursday General Session - Leon Logothetis	6/13/2019	1.00
Serving and Protecting beyond the Uniform: The Edgewood ISD Approach	6/13/2019	1.25
School Mental Health to Improve Academics, Attendance, and School Safety	6/13/2019	1.25
The Kids Are Coming Aren't They?	6/13/2019	1.25
The Financial Impact of the 86th Legislature	6/13/2019	1.25
Friday General Session - Wes Moore	6/14/2019	1.00
Tips and Tools for the High-School-to-College Transition from Board Members in the Kn	6/14/2019	1.25
Dual Credit and Early College High Schools: Positively Affecting Student Achievement	6/14/2019	1.25
Civilian Response to Active Shooter Events (CRASE)	6/14/2019	1.25
		Total Hours for Tier 3 12.08

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Manor Independent School District
Board of Trustee Meeting Agenda Item
December 16, 2019

ACTION ITEM SHEET

RE: District Improvement Plan

Supporting Documents:

1. District Improvement Plan PowerPoint presentation

District Strategic Priorities*: All priorities are applicable

Priority 1: STUDENT SUCCESS – Be the district of choice in this Texas Region based on student success.

Priority 2: PEOPLE – Be a “great place to work” where employees find purpose, do worthwhile work, and make a difference.

Priority 3: SERVICE – Serve internal and external customers in partnership to support the highest levels of student success.

Priority 4: INNOVATION – Engage students in a variety of individualized and flexible learning opportunities inside and outside the classroom.

Priority 5: RESOURCES – Allocate resources with a relentless focus on efficiency and effectiveness based on priorities of student success.

Background Information:

Texas State law requires that every district maintain a continuous improvement process that results in a living document titled the District Improvement Plan. This is the guiding document by which districts plan all processes and becomes the foundation for each Campus Improvement Plan in the district. The District Improvement Plan includes a comprehensive needs assessment, an overview of the district strengths, and the strategic priorities of the district for the next one year or two year cycle. All federal and state funds are tracked and accounted for within the plan, allowing for transparency and open accountability to the public. District and campus improvement plans are required postings on websites within the district and each campus, and are frequently accessed documents. Typically, these plans are brought before the board on a one or two year cycle in September. With the passage of House Bill 3 and the Essential Schools Foundations guidance provided by TEA, extra time to revise and review the wording and placement of priorities, performance objectives and strategies was necessary. The District Improvement Plan is now updated and ready for Board review and approval. Once approved, campuses may then revise and update their Campus Improvement Plans accordingly.

Fiscal Implications:

All funds listed in the District Improvement Plan are a part of already approved budgets.

Administrative Recommendation:

After listening to our presentation and reviewing the District Improvement Plan, I recommend the Board to approve the Plan, making the way for campuses to revise their Campus Improvement Plans.

Dr. Brian Yearwood

Contact Person

Dr. Royce Avery

Approved by Superintendent



District Improvement Plan



Purpose

The District Improvement Plan is a comprehensively assess our needs and strengths to ensure that we are utilizing our resources strategically to accomplish our highest priorities. It is a living document that tracks our plans, strategies and processes so that we can continue become more effective each year. It is a required public document that ensures transparency of public funds.



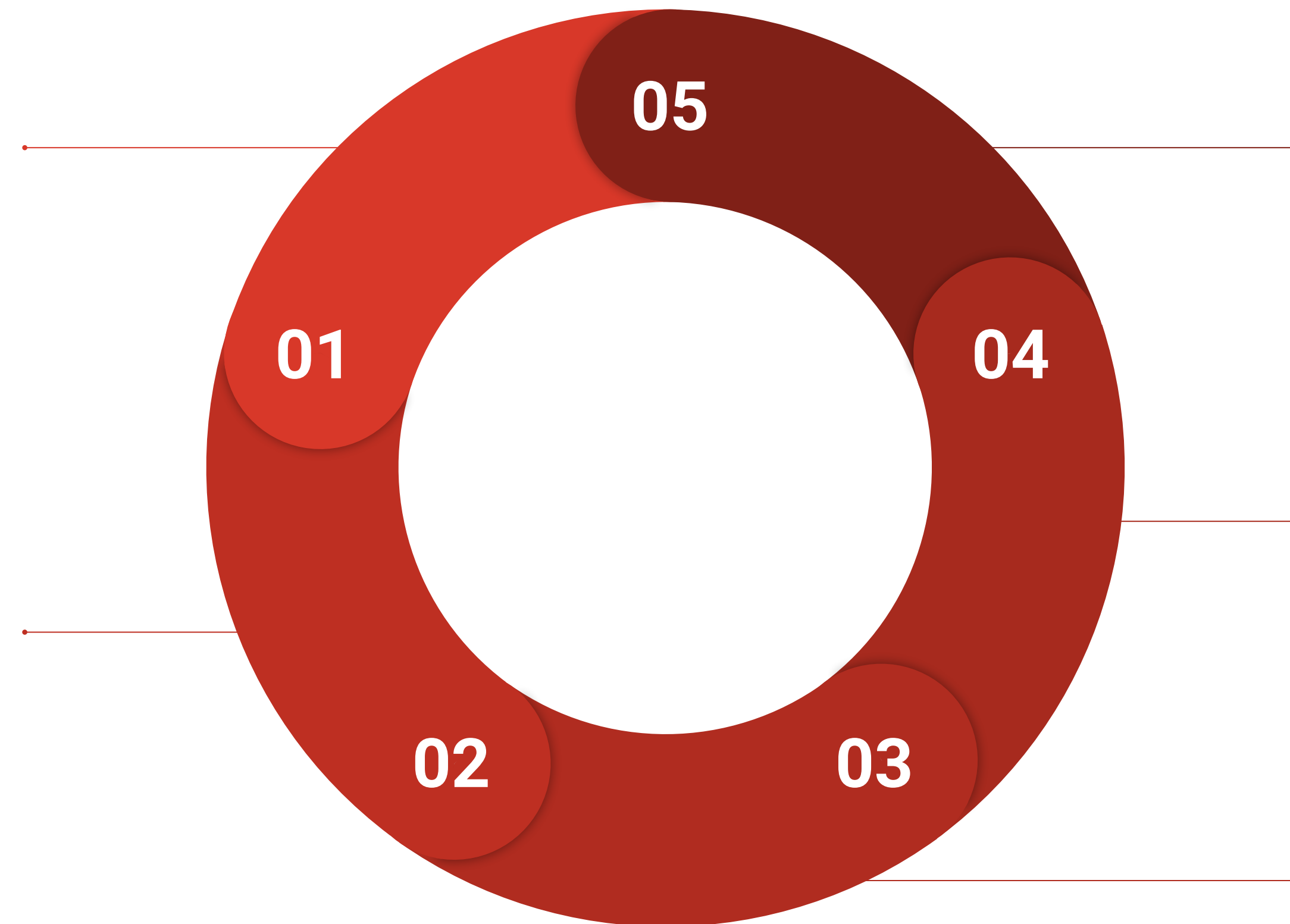
Process

Strategic Priorities

Superintendent and Board set long term strategic priorities for the district

Comprehensive Needs Assessment

Information is gathered and analyzed from four areas: Demographics, Student Academic Achievement, District Processes and Programs, and Perceptions



Objectives and Strategies

Objectives and strategies reflect new changes for the year and all federal and state expenditures

Contributing Factors

Once contributing factors are identified, it is easier to target strategies and set specific and measurable goals to achieve targets toward growth

Opportunities for Change

From the analysis, areas of growth and opportunities for change are identified and further analyzed to determine how to target needed change



Strategic Priorities

Be the district of choice in this Texas Region based on student success.

Be a “great place to work” where employees find purpose, do worthwhile work and make a difference.

Serve internal and external customers in partnership to support the highest levels of student achievement.

Engage students in a variety of individualized and flexible learning opportunities inside and outside the classroom.

Allocate resources with a relentless focus on efficiency and effectiveness based on priorities of student success.



District Performance Objectives

Priority 1:

**Be the district of choice
in this Texas Region
based on student success**

- PO 1: The percentage of 3rd grade students in the district who meet or exceed Postsecondary Readiness Standard as measured by STAAR will increase from 34% to 37% by 2020-2021.
- PO2: The percentage of students in the district who are economically disadvantaged that meet or exceed the STAAR grade level Postsecondary Readiness Standard for all grades on (A) ELA/Reading will increase from 27% to 30% and (B) Mathematics will increase from 28% to 31% by 2020-2021.



District Performance Objectives

Priority 2:

Be a “great place to work” where employees find purpose, do worthwhile work, and make a difference

- PO 1: The teacher growth score of the District will increase by at least three percentage points from 73% to 75% by the end of the 2019-2020 school year.
- PO2: The District will reduce the teacher turnover rate by three percentage points by the end of the 2021 school year.



District Performance Objectives

Priority 3:

Serve internal and external customers in partnership to support the highest levels of student achievement.

- PO 1: Increase family engagement activities and events for parents/families by 10%.
- PO 2: Manor ISD will bring the gifted and talented programming into Recommended or Exemplary status under the New Texas State Plan by the end of the 2020-2021 school year.
- PO 3: See an increase from 3.4 to 3.8 for the MISD Studer Parent Perception survey.
- PO 4: 100% of Gear Up grant goals will be met by September 2020.
- PO 5: District level Coordinators supporting federal and state programs will be hired to coordinate systems and processes required for those programs.



District Performance Objectives

Priority 4:

Engage students in a variety of individual and flexible learning opportunities inside and outside the classroom

- PO 1: The percentage of graduates displaying college readiness in the District who earn at least 9 hours of Dual Credit will increase from 12% to 24% by 2020-2021.
- PO 2: Reduce DAEP discretionary and mandatory placements 10% across MISD by May 2021.
- PO 3: All student groups will increase performance on each tested subject area by minimum of 3% as measured by the state assessment.
- PO 4: Identify, enroll and assess families at 15 campuses who meet the McKinney-Education Definition and provide required services
- PO 5: Ensure MISD Directors address 100% of the Coordinated School Health requirements
- PO 6: 90% of bilingual teachers will implement culturally responsive bilingual programming and biliteracy strategies to promote high levels of language and literacy in Spanish and English.



District Performance Objectives

Priority 5:

Allocate resources with a relentless focus on efficiency and effectiveness based on priorities of student success

- PO 1: Be a district where we provide fiscal prudence in every department
- PO 2: 25% of IDEA B-Formula funds will be used to evaluate and identify students with disabilities and provide related services
- PO 3: Staff will be hired to provide comprehensive services through the Office of the Governor Truancy Prevention Grant
- PO 4: Communities in Schools Program managers will be hired to provide comprehensive services at Decker Elementary, Oak Meadows Elementary and Blake Manor Elementary



Formative Assessments

January

March

May

Summer Revisions

Manor Independent School District
Board of Trustee Meeting Agenda Item
December 16th, 2019

ACTION ITEM SHEET

RE: Items required for operational use of the Sr. High Weight Room and the upstairs Conference Media room.

Supporting Documents:

1. Attached is the quote Ace Audio

District Goals*: 5

Goal 1: STUDENT SUCCESS – Be the district of choice in this Texas Region based on student success.

Goal 2: PEOPLE – Be a “great place to work” where employees find purpose, do worthwhile work, and make a difference.

Goal 3: SERVICE – Serve internal and external customers in partnership to support the highest levels of student success.

Goal 4: INNOVATION – Engage students in a variety of individualized and flexible learning opportunities inside and outside the classroom.

Goal 5: RESOURCES – Allocate resources with a relentless focus on efficiency and effectiveness based on priorities of student success.

Background Information:

These items are required to provide Audio and Video services to the Sr., High Field House building. This adds back in the sound system for the weight room and the A/V systems in the upstairs Conference room

Fiscal Implications:

The amount is \$66,148.00 will be used from the 2016 Bond budget.

Administrative Recommendation:

I am asking that the amount of \$66,148.00.00 be approved to purchase the items in the sound system for the weight room and the A/V systems in the upstairs Conference room at the Sr. High Field House Project.

Jerry Blizzard

Contact Person

Royce Avery

Approved by Superintendent



P.O. Box 609
Hutto, Texas 78634
512-218-4043 Office
512-535-4673 Fax
www.aceaudiocom.com

*Sound Reinforcement ~ Video ~ Intercom ~ Phone/Data ~ TV ~ Fiber Optics ~ Systems &
Cabling Design ~ Engineering ~ Sales ~ Integration ~ Service and Support*

October 30, 2019

Manor Independent School District
Jerry Blizzard
Construction Project Manager
10335 US Highway 290E
Manor, Texas 78653

Re: Manor Senior High School Field House AV Systems

Mr. Blizzard,

ACE Audio Communications, Inc. appreciates the opportunity to submit this proposal for the above referenced project.

PROJECT NARRATIVE

ACE Audio Communications, Inc. will furnish and install the equipment in this proposal to have a complete and operational audio/visual system.

If these systems are an addition or modification to existing system, then each system will work with existing system without damaging the existing system. All necessary modifications to the existing system will be with the permission of the owner. We will make sure all existing systems are operational after additions or modifications are complete.

ACE Audio Communications, Inc. personnel and/or subcontractors shall perform all work according to applicable local building codes.

***Ace Audio Communications is a Historically Underutilized Business (HUB),
Texas Certification #17429685443***

SYSTEM OVERVIEW

- Multipurpose Room – Video System
 - Expansion of existing Audio System to include video projection
 - (2) Panasonic Video Projectors
 - High Brightness Projectors to compensate for ambient light from windows
 - Includes ceiling mount hardware
 - (2) Wall Mounted 65" x 104" Projection Screens
 - (2) Blu-ray Players
 - Extron Matrix Video Switcher
 - With (2) HDMI input plates
 - Allows for multipurpose room to operate as two separate systems or be combined to show the same image on both projectors
 - (2) Shure Wireless Microphone Systems
 - Includes Handheld and Bodypack Transmitters with earset microphone
 - Includes antenna distribution system
 - Extron Control System
 - Allows control of all audio and video equipment
 - Creates a seamless easy to use user interface for all necessary user controls of the audio-visual system
 - Includes (2) 5" Wall touchpanels for system control
 - Networks switch necessary for all system controls
 - Misc. HDMI Cables for turnkey system
 - Turnkey System to add video projection, video switching, and control system to existing audio system
 - Includes all material and labor for a complete system
 - \$49,962.00



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Sound Reinforcement ~ Video ~ Intercom ~ Phone/Data ~ TV ~ Fiber Optics ~ Systems & Cabling
 Design ~ Integration ~ Sales ~ Service

Estimate Prepared for :
Manor Senior High School
Field House Changes
Multipurpose Room

Date:
October 30, 2019

Base Bid
Doug Windle

Page 1

Total Bid Amount	\$ 49,962.00
-------------------------	---------------------

The following summarizes materials and equipment included in this estimate - additional items may be listed on another page

Equipment and other materials	
Qty	Item
Multipurpose Room	
1	Lowell FW2-KITT-VB Fan Kit
2	Panasonic PT-MZ770U Video Projector
2	Chief CMA110 Ceiling Mount
2	Chief CMS445 Ceiling Plate
2	Chief Custom Downpipe
2	Chief RPMA Projector Mount
2	Da-lite Tensioned Contour Electrol 65x104 HD1.1 Contrast
2	Denon DN-500BD BlueRay Player
1	Extron DTP CrossPoint 82 4K Matrix Switcher
2	Extron DTP HDMI 4K 230 Rx Receiver
2	Extron DTP T HWP 4K 231 D Input Plate
4	Legrand CG29677 HDMI Cable 6'
1	Shure UA844+SWB Antenna Combiner
2	Shure QLXD4 Wireless Receiver
2	Shure QLXD2/SM58 Handheld Microphone
2	Shure QLXD1 Bodypack Transmitter
2	Point Source CR-8S Earset Microphone
1	Extron IPCP Pro 550 with Link License
1	Extron RSU 129 Rack Kit
2	Extron TLP PRO 525M Touchpanel
4	Legrand CG29680 HDMI Cable 15'
2	Legrand CG22602 Audio Cable 10'
1	HP 1820-24G-PoE+ Network Switch

Equipment and other materials	
Qty	Item
Wire Management materials	
Qty	Item
1/Lot	Berktek LAN350 CAT5 Network Cable
1/Lot	Extron XTP DTP 24P/1000 HDBT Cable

This estimate has been prepared for your review. In order to meet your project completion dates, your approval below is required as soon as possible. Please sign and date this estimate and fax it to us at 512-535-4673. In addition, please sign and return the attached contract (if applicable). Materials can not be ordered until these documents have been signed. If you need additional information, please contact us at 512-218-4043 or call one of our sales associates.

Customers Name _____

Customers Signature _____

Date _____

Not Included in this quote. Items are installed already

- ~~Conference Room and Coach's Office~~
 - Conference Room
 - 65" Flat Panel Display with wall mount and wall box
 - Commercial Audio Sound Bar for improved audio in conference room
 - HDMI Extender System with input plate transmitter and receiver at flat panel display
 - Extron Control panel (similar to existing classroom control panels) for simplified control of Flat Panel Display and audio volume
 - Misc. HDMI Cables for turnkey system
 - Coach's Office
 - 55" Flat Panel Display with wall mount and wall box
 - HDMI Extender System with input plate transmitter and receiver at flat panel display
 - Misc. HDMI Cables for turnkey system
 - Turnkey System to add video projection, video switching, and control system to existing audio system
 - Includes all material and labor for a complete system
 - ~~\$9,293.00~~



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Sound Reinforcement ~ Video ~ Intercom ~ Phone/Data ~ TV ~ Fiber Optics ~ Systems & Cabling
 Design ~ Integration ~ Sales ~ Service

Estimate Prepared for :
 Manor Senior High School
 Field House Changes
 Conference Room and Coach's Office

Date:
 October 30, 2019

Base Bid
 Doug Windle

Total Bid Amount \$ 9,293.00

Page 1

The following summarizes materials and equipment included in this estimate - additional items may be listed on another page

Equipment and other materials	
Qty	Item
Conference Room H106	
1	LG 65UT640S0UA 65" Flat Panel
1	Chief MTM1U Flat Panel Mount
1	Chief PAC526FCW Wall Box
1	Klipsch BAR 48 Soundbar
1	Extron DTP T HWP 4K 231 D Input Plate
1	Extron DTP HDMI 4K 230 Rx Receiver
1	Extron MLC Plus 100 Control Panel
1	Legrand CG29677 HDMI Cable 6'
1	Legrand CG29680 HDMI Cable 15'
Coach's Office	
1	LG 55UU340C 55" Flat Panel
1	Chief MTM1U Flat Panel Mount
1	Chief PAC526FCW Wall Box
1	Extron DTP T HWP 4K 231 D Input Plate
1	Extron DTP HDMI 4K 230 Rx Receiver
1	Legrand CG29677 HDMI Cable 6'
1	Legrand CG29680 HDMI Cable 15'

Equipment and other materials	
Qty	Item
Wire Management materials	
Qty	Item
1/Lot	West Penn 454 Mic/Line Cable
1/Lot	Extron XTP DTP 24P/1000 HDBT Cable

This estimate has been prepared for your review. In order to meet your project completion dates, your approval below is required as soon as possible. Please sign and date this estimate and fax it to us at 512-535-4673. In addition, please sign and return the attached contract (if applicable). Materials can not be ordered until these documents have been signed. If you need additional information, please contact us at 512-218-4043 or call one of our sales associates.

Customers Name _____

Customers Signature _____

Date _____

- Weight Room
 - Wall Mounted Equipment Rack
 - With Thermal Protection and Locking Front Door
 - Includes Rack Drawer
 - Power Sequencer and Surge Protection
 - Media Input Wall Plate
 - Media Player with Bluetooth Connectivity
 - Audio System Processor
 - Provides multiple system inputs, volume control, system tuning, and system limiting
 - Includes Wall Controller for system volume control
 - Audio Power Amplifier for speakers
 - (3) Wall Mounted Speakers
 - Networks switch necessary for all system controls
 - Turnkey System to add video projection, video switching, and control system to existing audio system
 - Includes all material and labor for a complete system
 - \$16,186.00



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Sound Reinforcement ~ Video ~ Intercom ~ Phone/Data ~ TV ~ Fiber Optics ~ Systems & Cabling
 Design ~ Integration ~ Sales ~ Service

Estimate Prepared for :
 Manor Senior High School
 Field House Changes
 Weight Room

Date:
 October 30, 2019

Base Bid
 Doug Windle

Total Bid Amount \$ 16,186.00

Page 1

The following summarizes materials and equipment included in this estimate - additional items may be listed on another page

Equipment and other materials	
Qty	Item
Weight Room	
1	Lowell LWR-1623 Equipment Rack
1	Lowell LFD-16FV Front Door
1	Lowell RRD-16 Rear Rack Rails
1	Lowell FW2-KITT-VP Fan Kit
1	Lowell UDE-414 Rack Drawer
1	Furman CN-2400S Power Sequencer
1	RDL TX-70A Transformer
1	Proco Weight Room Input Plates
1	RDL DB-CIJ3 Media Input Plate
1	Denon DN-300Z CD Player
1	Symetrix Solus NX 8x8 Digital Signal Processor
1	Symetrix ARC-3 Wall Controller
1	QSC CXD4.2 Power Amplifier
3	Fulcrum GX1565 Loudspeaker
3	Fulcrum GX15 Yoke Mount
1	HP 1820-8G Network Switch

Equipment and other materials	
Qty	Item
Wire Management materials	
Qty	Item
1/Lot	West Penn 454 Mic/Line Cable
1/Lot	West Penn 25227 12AWG Speaker Cable

This estimate has been prepared for your review. In order to meet your project completion dates, your approval below is required as soon as possible. Please sign and date this estimate and fax it to us at 512-535-4673. In addition, please sign and return the attached contract (if applicable). Materials can not be ordered until these documents have been signed. If you need additional information, please contact us at 512-218-4043 or call one of our sales associates.

Customers Name _____

Customers Signature _____

Date _____

WARRANTY

The equipment/system installed will be warranted for one (1) year from date of acceptance. The warranty includes parts and labor to repair defects in material and/or workmanship. All equipment will be warranted for the manufacturer's warranty period. Service and repair labor for equipment under manufacturer's warranty after system warranty has expired shall be billable to the owner at our prevailing labor rates. Warranty repairs are scheduled during normal working hours (8:00 A.M. to 5:00 P.M. weekdays; not including holidays) with a 24 hour guaranteed response by telephone and a site visit, if required, within three business days as the schedule permits. Service request other than normal working hours, or service required because of abuse or misuse of the equipment/system or any condition listed below shall be billable to the owner at our prevailing labor rates. Service is available 24 hours a day, seven days a week. For extended warranty, Maintenance and Service Contacts are available.

All warranties are null and void under the following conditions:

- Equipment or installation format that has been altered or tampered with in any way will void the warranty. This also includes use of equipment for purposes other than intended design and use.
- Equipment abuse, theft, or acts of God.
- Tampering or damage to installed format, which includes but is not limited to all cabling and relocation of equipment.
- Control software and equipment programming that has been altered from its original state, use, and/or design.
- Computer hardware that has been altered, tampered with, and/or upgraded in any way will void the warranty. Computer configuration and software are not covered under warranty.
- Power blackouts, brownouts, or surges that damages equipment.
- Lightning strikes that damage equipment.
- Water damage, leaks, flooding, mold, dust, and/or mildew that damage equipment.
- Damages caused by insufficient cooling and conditioning of air provided by HVAC System to all equipment and all equipment rack locations. This also includes any other environmental problems that damages equipment.
- Damages to equipment, hardware, and/or installation by other trades during construction.

INSURANCE

Prior to beginning work, ACE Audio Communications, Inc., will furnish the client, at their request, with Certificates of Insurance based upon our current policies. Any additional insurance coverage beyond our current policy will be at additional charge.

TERMS OF PAYMENT

Invoicing will be progressive monthly billing due Net 30 or single payment charged to client provided Purchase Order. Retainage of 10% will be deducted by ACE Audio Communications, Inc. from all progressive payment invoices. Payment of retainage invoice due upon acceptance of the system(s). Interest of one and a half percent (1.5%, 18% APR) will be charged to past due balances. All returned equipment will be subject to a fifteen percent (15%) to twenty-five percent (25%) restock fee.

NOTES AND CLARIFICATIONS

1. Price does not include any applicable taxes, permits, or bonds unless stated in this proposal.
2. Price does not include any waivers of subrogation or additional job specific certificate of insurance charges.
3. Pricing is valid for thirty (30) days.
4. Normal delivery schedule is 14 to 30 days, after receipt of order.
5. Expedited shipping costs (all shipping other than normal ground) will be in addition to the normal ground shipping included in this proposal.
6. Owner furnished equipment or equipment by others that is integrated into the systems is assumed to be current industry acceptable equipment in good working order. If it is determined that this equipment is faulty upon integration or system evaluation or adversely affects the system, additional charges may be incurred.
7. Any additional trips, labor, or material due to failure of others to have the rough-in work for the system(s) in this proposal completed as anticipated and previously confirmed, will be added to the project billing as required.

Please call if you have any questions or desire additional information.

Sincerely,

Doug Windle
Director of Audio Visual Operations

This Agreement entered into by -

CONTRACTOR

OWNER

SIGNATURE Kory Smith

Date

SIGNATURE

Date

Manor Independent School District
Board of Trustee Meeting Agenda Item
December 16, 2019

ACTION ITEM SHEET

RE: Extended CDC Year and Summer Camp

Supporting Documents:

1. Presentation

District Goals*:

Goal 1: STUDENT SUCCESS – Be the district of choice in this Texas Region based on student success.

Goal 2: PEOPLE – Be a “great place to work” where employees find purpose, do worthwhile work, and make a difference.

Goal 3: SERVICE – Serve internal and external customers in partnership to support the highest levels of student success.

Goal 4: INNOVATION – Engage students in a variety of individualized and flexible learning opportunities inside and outside the classroom.

Goal 5: RESOURCES – Allocate resources with a relentless focus on efficiency and effectiveness based on priorities of student success.

Background Information:

Manor ISD Child Development Center is requesting to extend the CDC calendar year from 192 days to 226 days beginning this school year and moving forward. We would also begin offering summer care for students ages five to nine.

Fiscal Implications:

If the Manor ISD CDC offers summer camps, the tuition received will offset any additional costs to extend the school year.

Administrative Recommendation:

Approve the extension of the Manor CDC staff and student calendar and the opening of CDC summer camps.

Nichole Aguirre/Stacy Signaigo

Contact Person

Dr. Royce Avery

Approved by Superintendent



Manor Independent School District



Manor ISD

Child Development Center Request for Extended Year/Summer Care

Stacy Jo Signaigo, *Child Development Coordinator*

Nichole Aguirre, *Director of Early Childhood*

MISD Child Development Center's History



- The Manor ISD CDC opened in 2004.
- It was originally opened only for teen parents and later opened for district teachers.
- Currently, the CDC employs 18 teachers and about 65 children and serves all positions in the district as well as community families.
- The CDC is a provider of the Workforce Child Care program and a Texas Rising 4-Star Provider ([highest star rating](#)).
- The CDC is ***Nationally Accredited*** with NAEYC, the only center in Manor that holds this accreditation.



Survey Results

78.1 %

of CDC Parents Requested
Extended Summer Care



Two Proposal Requests

Proposal #1

- Extend this school year to include June (4 extra weeks until June 26,2020)



Proposal #2

- Move CDC Staff to a 226 calendar so that families will have more options in the summer months and more full year district employees can utilize the CDC



Proposal #1:

Extend Current School Year by Four Weeks

Financial Impact

The financial impact would be less than \$100. Payroll would run \$36,640 and the tuition income would be \$36,558.



Proposal #2

Move CDC Calendar from 192 to 226 Days

Financial Impact:

Current: The current payroll is \$439,688 minus the current income \$365,580 is - **\$74, 107.**

Extended: CDC payroll increase to \$509,978 and tuition income increases to \$420,387 which is -**\$89,591.**

*A difference of -**\$15, 484.***



Our Plan

We will add school-aged summer campers which will allow the CDC to collect an additional revenue of \$ 30,000, which would help defray the loss of extending the school year.

This would be an additional benefit to students, district staff, and community members who work year-round.



Questions



Manor Independent School District
Board of Trustee Meeting Agenda Item
November 18, 2019

ACTION ITEM SHEET

RE: Tutoring Services from TutorEd

Supporting Documents:

1. Manor Middle School Math Intervention Scope of Work
2. Manor Middle School Reading Intervention Scope of Work
3. Manor Middle School Math After School Tutoring

District Goals*:

Goal 1: STUDENT SUCCESS – Be the district of choice in this Texas Region based on student success.

Background Information:

TutorEd will provide intensive intervention and acceleration for students identified by school leadership during school and after school in math and reading for middle school students. TutorEd’s skilled educators will foster learning goals with direct instruction in a customized program.

All TutorEd programs are complete with design, planning, placement, training, management, and student reporting. They will work collaboratively with teachers and school staff to develop strong partnerships designed to promote effective communication and shared goals. Approximately 200 students will be targeted for intervention services.

Fiscal Implications:

Total cost of services is \$40,240.

Administrative Recommendation:

Please approve the contract with TutorEd for \$40,240.

Michael Perkins

Contact Person

Royce Avery

Approved by Superintendent

University Instructors, Inc.

A subsidiary of Public Consulting Group, Inc.



For Additional Information or Remittance, contact:

University Instructors, Inc.
 P. O. Box 3074
 Staunton, VA 24402-3074
 Tel. 888-826-1250, Fax. 800-276-0305
<http://ui.pcgus.com>
uipcginfo@pcgus.com

Scope of Work

Date	Quote Number
12/06/2019	#PeLee-1632

Quoted to Client:

Mr. Michael Perkins
 Executive Director of Curriculum & Instruction
michael.perkins@manorisd.net
 Manor Independent School District
 10335 US Hwy 290E
 Manor, Texas 78653

Submitted By:

Pearl Lee
pelee@pcgus.com
 (510) 676-3076

Description	Amount
<p>TutorEd Intervention Services TutorEd Afterschool Interventions STAAR Test Prep for 6th & 7th Grade Math</p> <p>Description: Program Overview and Academic Focus: Public Consulting Group (PCG), University Instructors, Inc. ("UI") will provide intensive intervention and acceleration for students identified by school leadership during the after school time frame in math for middle school students focusing on critical school populations. UI will provide the curriculum, lesson planning and assessments for the tutoring sessions through our web-based program. This program will be available to the campus for an entire year. Creating a dynamic environment positively changes the desired outcomes for struggling learners. Our skilled educators foster learning goals with direct instruction in a customized program.</p> <p>All TutorEd™ programs are complete with design, planning, placement, training, management, and student reporting. We work collaboratively with teachers and school staff to develop strong partnerships designed to promote effective communication and shared goals.</p> <p>Program Location: Manor Middle School # of Instructors: 2 # of Students: Approximately 30 students Schedule: Monday-Friday, 1 hour/day after school Subjects: 6th & 7th Grade Math Total Hours: 88 hours (Total= 2 tutors x 44 1-hour sessions) Start Date: 01/21/2020 End Date: 03/13/2020 Days that will NOT be serviced include: 1/20 and 2/18 Training will take place week of January 13th. Schedule is flexible to accommodate school's scheduling needs.</p> <p>A Program Coordinator will be designated to your school to implement, supervise, and work with school leadership.</p> <hr/> <p>Goals: Intensive STAAR Test Prep in Math for 6th & 7th graders.</p> <p>Objectives include: -Improving academic skills of all participating students. - Providing individualized and focused learning opportunities for selected students -Provide additional student support with lesson plan design based on student ongoing data, grade, and achievement reviews -Ability to utilize tutor group instruction strategies which include: o Individualized learning o Building confidence o Opportunity for immediate feedback o Collaboration among peers and 21st Century learning skills o Strengthen student's test-taking abilities and skills</p>	<p>6,023.00</p>
Total:	\$6,023.00

TutorEd Terms and Conditions:

All services provided by UI are subject to UI's Standard Terms and Conditions, a copy of which is located at: <http://ui.pcgus.com/termsconditions>. The start date for services will be based on date of execution of this Scope of Work ("SOW").

Unless otherwise indicated in this SOW: (1) UI will invoice CLIENT for the Design, Coordination and Management Fee ("DCM Fee") upon receipt of signed agreement or purchase order; and (2) UI will invoice CLIENT for the remaining balance in equal monthly installments (or other designated installments to be agreed upon by the parties) during the service period.

Design, Coordination, and Management ("DCM") Services

Upon CLIENT's written request for one or more of the following DCM services, UI will provide such requested DCM service(s) pursuant to this SOW:

- | | |
|--|---|
| i. Confirm program details with school and/or district administration. | viii. Update school administration concerning program progress and emerging issues. |
| ii. Review program delivery timeframe, schedules, and leadership expectations. | ix. Adjust program delivery timeframes and/or hour usage as necessary. |
| iii. Coordinate pre-launch activities with school and/or district. | x. Communicate to all parties regarding changes to programs that affect the schedule. |
| iv. Recruit, screen, and place appropriate instructors for program(s) in compliance with agreement terms. | xi. Coach and/or re-direct program personnel as necessary and provide UI training. |
| v. Manage and facilitate all personnel and payroll functions throughout program. | xii. Initiate removal and replacement of Instructors and personnel as necessary. |
| vi. Monitor all elements of school program implementation including, but not limited to personnel, performance, instructional materials distribution, student attendance, and student achievement. | xiii. Assign substitutes as needed based on program requirements. |
| vii. Discuss and determine program measurement tools and insure completion of pre/post testing if applicable, as well as establish and maintain necessary program reporting tool and distribution of same. | xiv. Provide program personnel with direction, support, and encouragement. |
| | xv. Review and approve instructor daily session summaries. |
| | xvi. Conduct program wrap-up and any final program review meeting |

Screening

UI will ensure that all placed UI instructors/staff have passed: (1) a comprehensive criminal background check including the National Sex Offender Registry Database; (2) a check of the Multi-State Instant Criminal Database; and (3) a thorough search of the most recent jurisdiction on record when hired. Each school year, UI will complete an updated criminal background check for all existing UI instructors/staff. UI verifies the educational backgrounds of its instructors/staff by reviewing their transcripts as a part of the hiring process. Further, UI participates in the E-Verify program which verifies employment authorization and is operated by the U.S. Department of Homeland Security in partnership with the Social Security Administration.

Instructor Qualifications

UI instructors will: (1) possess a bachelor's degree from an accredited university; (2) have teaching or tutoring experience; and (3) be proficient in the subject matter in which they are tutoring.

Collaboration

UI instructors and program coordinators will coordinate instructional activities with classroom teachers to ensure that all instruction is standards-based and aligned across core academic areas. Upon CLIENT's written request, instructors will assist with CLIENT's instructional planning.

Instructional Model

Upon CLIENT's written request, UI will adopt a customized "push-in", "pull-out", or co-teaching model, which may vary from day to day based on CLIENT and student needs.

Materials and Supplies

UI instructors will utilize materials, supplies, and benchmark assessments provided by the classroom teachers to ensure continuity and alignment with district pacing. Computer assisted instruction, if required, will be conducted using school-supplied computer equipment.

Meetings and Reporting

Upon CLIENT's written request and where appropriate, instructors will attend planning meetings, classroom assessment, and data meetings.

Training

UI will provide instructors training on policies, procedures, and expectations, as well as best practices for small group instruction. UI welcomes and encourages CLIENT to include instructors, as appropriate, in specific trainings.

Staffing Fee

During the term of this agreement and for a period of four (4) months thereafter, CLIENT shall not, directly or indirectly, solicit or hire any UI employee/candidate (each, a "UI Instructor") to provide services that are the same as or similar to those provided by the UI instructor without the express written consent of UI and payment of a one-time staffing fee equal to the first-year salary (or equivalent) for such hired UI Instructor.

Upon CLIENT's payment of this staffing fee to UI, UI will release the UI Instructor from non-compete and other restrictions relevant to such instructor's service with UI in order to allow CLIENT to hire the UI Instructor. These provisions shall survive the termination of this agreement and will remain in full force and effect throughout the applicable period in question.

Cooperative Purchasing Agreement

The terms and conditions of this SOW may be extended to any other school district or other entity to permit those other entities to contract with UI for the goods or services set forth in this SOW, subject to the mutual agreement of UI and the other entity, which may include different payment terms. CLIENT assumes no authority, liability, or obligation to UI or to any other entity with respect to any such resulting contract.

Additional Services

By mutual agreement through written amendments to this SOW signed by each party, the parties may expand the scope of this SOW to include other products or services offered by UI, and to specify rates of payment for such products or services.

Submitted By:
Pearl Lee
pelee@pcgus.com
(510) 676-3076
#PeLee-1632

Signatures for tutorEd Daytime Intervention Services SOW

University Instructors, Inc.

Manor Independent School District

By: James Popp

By: _____

Title: President

Title: _____

Date: 12/06/2019

Date: _____

Signature: _____

Signature: _____



A handwritten signature in black ink that reads "James R. Popp". The signature is written in a cursive style and is positioned above a horizontal line.

Please scan/email signed Scope of Work to pelee@pcgus.com or fax to 800-276-0305. Thank you!

TutorEd Terms and Conditions:

All services provided by UI are subject to UI's Standard Terms and Conditions, a copy of which is located at: <http://ui.pcgus.com/termsconditions>. The start date for services will be based on date of execution of this Scope of Work ("SOW").

Unless otherwise indicated in this SOW: (1) UI will invoice CLIENT for the Design, Coordination and Management Fee ("DCM Fee") upon receipt of signed agreement or purchase order; and (2) UI will invoice CLIENT for the remaining balance in equal monthly installments (or other designated installments to be agreed upon by the parties) during the service period.

Design, Coordination, and Management ("DCM") Services

Upon CLIENT's written request for one or more of the following DCM services, UI will provide such requested DCM service(s) pursuant to this SOW:

- | | |
|--|---|
| i. Confirm program details with school and/or district administration. | viii. Update school administration concerning program progress and emerging issues. |
| ii. Review program delivery timeframe, schedules, and leadership expectations. | ix. Adjust program delivery timeframes and/or hour usage as necessary. |
| iii. Coordinate pre-launch activities with school and/or district. | x. Communicate to all parties regarding changes to programs that affect the schedule. |
| iv. Recruit, screen, and place appropriate instructors for program(s) in compliance with agreement terms. | xi. Coach and/or re-direct program personnel as necessary and provide UI training. |
| v. Manage and facilitate all personnel and payroll functions throughout program. | xii. Initiate removal and replacement of Instructors and personnel as necessary. |
| vi. Monitor all elements of school program implementation including, but not limited to personnel, performance, instructional materials distribution, student attendance, and student achievement. | xiii. Assign substitutes as needed based on program requirements. |
| vii. Discuss and determine program measurement tools and insure completion of pre/post testing if applicable, as well as establish and maintain necessary program reporting tool and distribution of same. | xiv. Provide program personnel with direction, support, and encouragement. |
| | xv. Review and approve instructor daily session summaries. |
| | xvi. Conduct program wrap-up and any final program review meeting |

Screening

UI will ensure that all placed UI instructors/staff have passed: (1) a comprehensive criminal background check including the National Sex Offender Registry Database; (2) a check of the Multi-State Instant Criminal Database; and (3) a thorough search of the most recent jurisdiction on record when hired. Each school year, UI will complete an updated criminal background check for all existing UI instructors/staff. UI verifies the educational backgrounds of its instructors/staff by reviewing their transcripts as a part of the hiring process. Further, UI participates in the E-Verify program which verifies employment authorization and is operated by the U.S. Department of Homeland Security in partnership with the Social Security Administration.

Instructor Qualifications

UI instructors will: (1) possess a bachelor's degree from an accredited university; (2) have teaching or tutoring experience; and (3) be proficient in the subject matter in which they are tutoring.

Collaboration

UI instructors and program coordinators will coordinate instructional activities with classroom teachers to ensure that all instruction is standards-based and aligned across core academic areas. Upon CLIENT's written request, instructors will assist with CLIENT's instructional planning.

Instructional Model

Upon CLIENT's written request, UI will adopt a customized "push-in", "pull-out", or co-teaching model, which may vary from day to day based on CLIENT and student needs.

Materials and Supplies

UI instructors will utilize materials, supplies, and benchmark assessments provided by the classroom teachers to ensure continuity and alignment with district pacing. Computer assisted instruction, if required, will be conducted using school-supplied computer equipment.

Meetings and Reporting

Upon CLIENT's written request and where appropriate, instructors will attend planning meetings, classroom assessment, and data meetings.

Training

UI will provide instructors training on policies, procedures, and expectations, as well as best practices for small group instruction. UI welcomes and encourages CLIENT to include instructors, as appropriate, in specific trainings.

Staffing Fee

During the term of this agreement and for a period of four (4) months thereafter, CLIENT shall not, directly or indirectly, solicit or hire any UI employee/candidate (each, a "UI Instructor") to provide services that are the same as or similar to those provided by the UI instructor without the express written consent of UI and payment of a one-time staffing fee equal to the first-year salary (or equivalent) for such hired UI Instructor.

Upon CLIENT's payment of this staffing fee to UI, UI will release the UI Instructor from non-compete and other restrictions relevant to such instructor's service with UI in order to allow CLIENT to hire the UI Instructor. These provisions shall survive the termination of this agreement and will remain in full force and effect throughout the applicable period in question.

Cooperative Purchasing Agreement

The terms and conditions of this SOW may be extended to any other school district or other entity to permit those other entities to contract with UI for the goods or services set forth in this SOW, subject to the mutual agreement of UI and the other entity, which may include different payment terms. CLIENT assumes no authority, liability, or obligation to UI or to any other entity with respect to any such resulting contract.

Additional Services

By mutual agreement through written amendments to this SOW signed by each party, the parties may expand the scope of this SOW to include other products or services offered by UI, and to specify rates of payment for such products or services.

Submitted By:
Pearl Lee
pelee@pcgus.com
(510) 676-3076
#PeLee-1630

Signatures for tutorEd Daytime Intervention Services SOW

University Instructors, Inc.

Manor Independent School District

By: James Popp

By: _____

Title: President

Title: _____

Date: 12/06/2019

Date: _____

Signature: _____

Signature: _____



A handwritten signature in black ink that reads "James R. Popp". The signature is written in a cursive style and is positioned above a horizontal line.

Please scan/email signed Scope of Work to pelee@pcgus.com or fax to 800-276-0305. Thank you!

University Instructors, Inc.

A subsidiary of Public Consulting Group, Inc.



For Additional Information or Remittance, contact:

University Instructors, Inc.
 P. O. Box 3074
 Staunton, VA 24402-3074
 Tel. 888-826-1250, Fax. 800-276-0305
<http://ui.pcgus.com>
uipcginfo@pcgus.com

Scope of Work

Date	Quote Number
12/06/2019	#PeLee-1631

Quoted to Client:

Mr. Michael Perkins
 Executive Director of Curriculum & Instruction
michael.perkins@manorisd.net
 Manor Independent School District
 10335 US Hwy 290E
 Manor, Texas 78653

Submitted By:

Pearl Lee
pelee@pcgus.com
 (510) 676-3076

Description	Amount
<p>TutorEd Intervention Services TutorEd Afterschool Interventions STAAR Test Prep for 6th & 7th Grade Reading/ELA</p> <p>Description: Program Overview and Academic Focus: Public Consulting Group (PCG), University Instructors, Inc. ("UI") will provide intensive intervention and acceleration for students identified by school leadership during the after school time frame in Reading/ELA for middle school students focusing on critical school populations. UI will provide the curriculum, lesson planning and assessments for the tutoring sessions through our web-based program. This program will be available to the campus for an entire year. Creating a dynamic environment positively changes the desired outcomes for struggling learners. Our skilled educators foster learning goals with direct instruction in a customized program.</p> <p>All TutorEd™ programs are complete with design, planning, placement, training, management, and student reporting. We work collaboratively with teachers and school staff to develop strong partnerships designed to promote effective communication and shared goals.</p> <p>Program Location: Manor Middle School # of Instructors: 2 # of Students: Approximately 30 students Schedule: Monday-Friday, 1 hour/day after school Subjects: 6th & 7th Grade Reading/ELA Total Hours: 88 hours (Total= 2 tutors x 44 1-hour sessions) Start Date: 01/21/2020 End Date: 03/13/2020 Days that will NOT be serviced include: 1/20 and 2/18 Training will take place week of January 13th. Schedule is flexible to accommodate school's scheduling needs.</p> <p>A Program Coordinator will be designated to your school to implement, supervise, and work with school leadership.</p> <hr/> <p>Goals: Intensive STAAR Test Prep in Reading/ELA for 6th & 7th graders.</p> <p>Objectives include: -Improving academic skills of all participating students. - Providing individualized and focused learning opportunities for selected students -Provide additional student support with lesson plan design based on student ongoing data, grade, and achievement reviews -Ability to utilize tutor group instruction strategies which include: o Individualized learning o Building confidence o Opportunity for immediate feedback o Collaboration among peers and 21st Century learning skills o Strengthen student's test-taking abilities and skills</p>	<p>6,023.00</p>
Total:	\$6,023.00

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Submitted By:
Pearl Lee
pelee@pcgus.com
(510) 676-3076
#PeLee-1631

Signatures for tutorEd Daytime Intervention Services SOW

University Instructors, Inc.

Manor Independent School District

By: James Popp

By: _____

Title: President

Title: _____

Date: 12/06/2019

Date: _____

Signature: _____

Signature: _____



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Please scan/email signed Scope of Work to pelee@pcgus.com or fax to 800-276-0305. Thank you!

Manor Independent School District
Board of Trustee Meeting Agenda Item
December 16, 2019

ACTION ITEM SHEET

RE: CONSIDERATION AND APPROVAL OF AN ORDER AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF MANOR INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX SCHOOL BUILDING BONDS IN ONE OR MORE SERIES, LEVYING A CONTINUING DIRECT ANNUAL AD VALOREM TAX FOR THE PAYMENT OF THE BONDS; AUTHORIZING AN AUTHORIZED REPRESENTATIVE TO APPROVE THE AMOUNTS, INTEREST RATES, PRICES AND TERMS THEREOF AND CERTAIN OTHER AGREEMENTS, PROCEDURES AND PROVISIONS RELATED THERETO; AND APPROVING OTHER MATTERS INCIDENT AND RELATED THERETO

Supporting Documents:

1. Parameters Order authorizing the sale of bonds.

District Goals:

Goal 5: RESOURCES – Allocate resources with a relentless focus on efficiency and effectiveness based on priorities of student success.

Background Information:

As a result of the District’s successful bond election, a Parameter Order authorizing the issuance, sale and delivery of the bonds requires board approval.

Fiscal Implications:

\$200,000,000 in construction proceeds.

Administrative Recommendation:

Accept the Parameter Orders as presented.

Arthur Martin

Contact Person

Royce Avery

Approved by Superintendent

ORDER AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF MANOR INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX SCHOOL BUILDING BONDS IN ONE OR MORE SERIES, LEVYING A CONTINUING DIRECT ANNUAL AD VALOREM TAX FOR THE PAYMENT OF THE BONDS; AUTHORIZING AN AUTHORIZED REPRESENTATIVE TO APPROVE THE AMOUNTS, INTEREST RATES, PRICES AND TERMS THEREOF AND CERTAIN OTHER AGREEMENTS, PROCEDURES AND PROVISIONS RELATED THERETO; AND APPROVING OTHER MATTERS INCIDENT AND RELATED THERETO

WHEREAS, the Manor Independent School District (the "District") has been organized, created, and established pursuant to the laws of the State of Texas as an independent school district and political subdivision of the State of Texas, and operates pursuant to the Texas Education Code, as amended;

WHEREAS, the District desires to issue unlimited tax bonds approved and authorized to be issued, being an installment or series of school building bonds, at an election held on November 5, 2019 (the "Election") pursuant to Chapter 45, Texas Education Code, for the purposes of constructing, renovating, acquiring and equipping school buildings in the District, the purchase of the necessary sites for school buildings and the purchase of new school buses and other new vehicles to be used for student transportation;

WHEREAS, the District has at least \$100,000,000 in outstanding long term debt with some of its long-term indebtedness rated in one of the four highest rating categories for long-term debt instruments by a nationally recognized rating agency for municipal securities without regard to the effect of any form of credit enhancement entered into in connection with the obligation and is an "issuer" under Chapter 1371, Texas Government Code ("Chapter 1371");

WHEREAS, Chapter 1371 further authorizes the District to authorize the Authorized Representative (defined herein) to sell and deliver obligations from time to time and it is the intent of the District to permit the Authorized Representative to sell and deliver the Bonds in one or more series at one or more times; and

WHEREAS, in satisfaction of Section 1201.022(a)(3), Texas Government Code, the District hereby determines that the delegation of authority to the Authorized Representative to approve the final terms and conditions of each series of the Bonds as set forth in this Order is, and the decisions made by the Authorized Representative pursuant to such delegated authority and incorporated in the Approval Certificate will be, in the best interests and shall have the same force and effect as if such determination were made by the District and the Authorized Representative is hereby authorized to make and include in an Approval Certificate an appropriate finding to that effect;

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

Section 1. Authorization of Each Series of the Bonds; Delegation of Authority. There is hereby ordered to be issued, under and by virtue of the laws of the State of Texas, including particularly Chapter 45, Texas Education Code and the Act, one or more series of bonds of the District (the "Bonds"), issued from time to time, payable from *ad valorem* taxes as provided in this Order, for the purposes described in the "Form of the Bonds" contained in Section 4 hereof.

As authorized by the Chapter 1371, the President of the Board, the District Superintendent of Schools and the District Chief Financial Officer or any successor to any of the aforementioned persons serving in the indicated capacity (each an "Authorized Representative") are hereby authorized, appointed, and designated as the officer of the District authorized to individually act on behalf of the District in selling and delivering the Bonds authorized herein and carrying out the procedures specified in this Order, including, but not limited to: determining if the Bonds are to be issued in one or more series or subseries at one or more times, determining if a series of Bonds is a Taxable Series or Tax-Exempt Series, determining the date of each series of the Bonds, determining any additional or different designation or title by which the Bonds shall be known, approval of the aggregate principal amount of each maturity of the Bonds, determining the years in which the Bonds will mature and the final maturity for the Bonds, determining the redemption provisions therefor (including terms and provisions for optional redemption and mandatory sinking fund redemption), determining the rate of interest to be borne on the principal amount of each such maturity, determining the method and manner of sale, selecting the underwriting syndicate, the duties of each member thereof, and the related allocation of liabilities by percentage or otherwise of such members, selecting the rating agency or agencies to afford a rating on the Bonds, and selecting the Paying Agent/Registrar for each series of bonds. The Authorized Representative, acting for and on behalf of the District, is authorized to execute the Approval Certificate in substantially the form attached hereto as Schedule "I" for each series of Bonds.

The Bonds shall be issued in the combined principal amount of all series of Bonds authorized to be issued pursuant to this Order, from time to time, not to exceed \$280,000,000.00 for the purposes of constructing, renovating, acquiring and equipping school buildings in the District, the purchase of the necessary sites therefore, and the purchase of new school buses and other new vehicles to be used for student transportation; the net effective per annum interest rate shall not exceed 5.000% per annum calculated in a manner consistent with the provisions of Chapter 1204, as amended, Texas Government Code; and the maximum maturity of any series of Bonds issued hereunder shall not exceed 40 years from their date consistent with the provisions of Chapter 45, as amended, Texas Education Code.

The execution of the Approval Certificate shall evidence the sale date of a series of Bonds by the District to the Underwriter(s) in accordance with the provisions of Chapter 1371. It is further provided, however, that notwithstanding the foregoing provisions, the Bonds shall not be delivered unless prior to delivery, the Bonds have been rated by a nationally recognized rating agency for municipal securities in one of the four highest rating categories for long term obligations, as required by Chapter 1371. Upon execution of the Approval Certificate for each series of Bonds, Bond Counsel is authorized to complete this Order to reflect such final terms applicable to such series of Bonds. The Approval Certificate upon execution by an Authorized Representative is hereby incorporated in and made a part of this Order.

The final series of Bonds issued hereunder must be sold not later than December 16, 2020 (though the closing of a particular series of Bonds sold in accordance with this provision may occur after December 16, 2020, so long as such closing period is determined by an Authorized Representative to be of reasonable duration).

Section 2. Date, Denominations, Numbers, and Maturities of and Interest on the Bonds. Each series of the Bonds shall be dated the date designated by the Authorized Representative in the Approval Certificate (the "Dated Date"). Interest shall commence to accrue on the Bonds from the date provided in the Approval Certificate and pursuant to the Bond Purchase Agreement with respect to such series of Bonds authorized and shall be payable on the dates specified in the Form of Bonds. The Bonds shall be in the denominations and principal amounts as provided in the Approval Certificate, shall be numbered as provided in the Approval Certificate, and payable to the Underwriters (hereinafter defined), or to the registered assignee or assignees of the Bonds or any portion or portions thereof (in each case, the "Registered Owner").

The Bonds shall mature on the date and in each of the years and in the amounts and bear interest as set forth in the Approval Certificate.

Section 3. Redemption of the Bonds. The District reserves the right, at its option, to redeem prior to maturity, the Bonds at the times, prices and manner as provided for in the Approval Certificate. Notice of such redemption prior to maturity shall be sent in the time and manner as provided for in the Approval Certificate. The Bonds may be subject to mandatory sinking fund redemption in the event the Underwriters elect to aggregate two or more maturities of the Bonds as a term bond at the times, prices and manner as provided for in the Approval Certificate. Notice of such redemption shall be sent in the time and manner as provided for in the Approval Certificate.

Section 4. General Characteristics and Form of the Bonds. The Bonds shall be issued, shall be payable, may be redeemable prior to their scheduled maturities, shall have the characteristics, and shall be signed and executed (and the Bonds shall be sealed) all as provided, and in the manner indicated in the form set forth below (with such changes as are acceptable to the Authorized Representative and provided in the Approval Certificate). The Form of the Bonds, the Form of the Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be printed and manually endorsed on each of the Initial Bond, the Form of the Authentication Certificate, the Form of Permanent School Fund Guarantee, and the Form of Assignment, which shall be, respectively, substantially as follows, with necessary and appropriate variations, omissions, and insertions as permitted or required by this Order and the Approval Certificate, and the definitions contained with each such form shall apply solely to such form. The Approval Certificate shall set forth the final form of the Bonds.

[FORM OF DEFINITIVE BONDS]

United States of America
State of Texas
County of Travis
MANOR INDEPENDENT SCHOOL DISTRICT
UNLIMITED TAX SCHOOL BUILDING BOND, [TAXABLE] SERIES ____¹

NUMBER DENOMINATION
R-_____ \$ _____
REGISTERED REGISTERED

INTEREST DATED DATE¹ DELIVERY DATE MATURITY DATE CUSIP NO.
RATE
_____ %

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: (\$ _____)

MANOR INDEPENDENT SCHOOL DISTRICT (the "District"), a political subdivision of the State of Texas, promises to pay to the Registered Owner, specified above, or registered assignees (the "Registered Owner") on the Maturity Date, specified above, upon presentation and surrender of this Bond at the designated payment office of _____¹, or its successor (the "Paying Agent/Registrar"), the Principal Amount, specified above, in lawful money of the United States of America, and to pay interest thereon at the Interest Rate, specified above, calculated on the basis of a 360-day year of twelve 30-day months, from the later of the [Dated/Delivery] Date, specified above, or the most recent interest payment date to which interest has been paid or duly provided for. Interest on this Bond is payable by check on _____¹, and each _____¹ and _____¹ thereafter, mailed to the Registered Owner of record as shown on the books of registration kept by the Paying Agent/Registrar (the "Register"), as of the date which is the close of business on the [last business/fifteenth] day of the month preceding the interest payment date (the "Record Date") or in such other manner as may be acceptable to the Registered Owner and the Paying Agent/Registrar. CUSIP number identification with appropriate dollar amount of payment pertaining to each CUSIP number (if more than one CUSIP number) must accompany all payments of interest and principal, whether by check or wire transfer. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment thereof have been received from the District. Notice of the Special Record Date and of the scheduled payment date of the past due payment (the "Special Payment Date," which shall be 15 calendar days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of the Registered Owner appearing on the books of the Paying

¹ As provided in the Approval Certificate. To the extent that the Approval Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete the missing information in this Form of Bond, the language in the Approval Certificate shall be used in the executed Bonds.

Agent/Registrar at the close of business on the last day next preceding the date of mailing of such notice. The District covenants with the Registered Owner that no later than each principal installment payment date and interest payment date for this Bond it will make available to the Paying Agent/Registrar the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bond, when due, in the manner set forth in the Order defined below.

THIS BOND is one of a series of Bonds, dated as of _____² (the "Bonds"), of like designation and tenor, except as to number, interest rate, denomination, and maturity issued pursuant to the Order adopted by the Board of Trustees of the District on December 16, 2019, (the "Order"), in the original aggregate principal amount of \$_____² for the purpose of providing money for constructing, renovating, acquiring and equipping school buildings, the purchase of the necessary sites for school buildings and the purchase of new school buses and other new vehicles to be used for student transportation and to pay costs of issuance of the Bonds by virtue of the laws of the State of Texas, including particularly Sections 45.001 and 45.003(b)(1), Texas Education Code, as amended and Chapter 1371, Texas Government Code, as amended.

[INSERT REDEMPTION PROVISIONS AS PROVIDED IN THE APPROVAL CERTIFICATE]

THE BONDS are issued pursuant to the Order whereunder the District covenants to levy a continuing, direct, annual *ad valorem* tax on taxable property within the District, without legal limitation as to rate or amount, for each year while any part of the Bonds are considered outstanding under the provisions of the Order, in a sufficient amount to pay interest on each Bond as it becomes due, to provide for the payment of the principal or maturing amounts, as appropriate, of the Bonds when due, and to pay the expenses of assessing and collecting such tax. Reference is hereby made to the Order for provisions with respect to the custody and application of the District's funds, remedies in the event of a default hereunder or thereunder, and the other rights of the Registered Owner.

THIS BOND IS TRANSFERABLE OR EXCHANGEABLE only upon presentation and surrender at the designated payment office of the Paying Agent/Registrar. If a Bond is being transferred, it shall be duly endorsed for transfer or accompanied by an assignment duly executed by the Registered Owner, or his authorized representative, subject to the terms and conditions of the Order. If a Bond is being exchanged, it shall be in the principal amount of \$5,000 or any integral multiple thereof, subject to the terms and conditions of the Order. The Registered Owner of this Bond shall be deemed and treated by the District and the Paying Agent/Registrar as the absolute owner hereof for all purposes, including payment and discharge of liability upon this Bond to the extent of such payment, and the District and the Paying Agent/Registrar shall not be affected by any notice to the contrary.

IN THE EVENT any Paying Agent/Registrar for the Bonds is changed by the District, resigns, or otherwise ceases to act as such, the District has covenanted in the Order that it promptly

² As provided in the Approval Certificate. To the extent that the Approval Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete the missing information in this Form of Bond, the language in the Approval Certificate shall be used in the executed Bonds.

will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owner.

IT IS HEREBY CERTIFIED, COVENANTED, AND REPRESENTED that all acts, conditions, and things necessary to be done precedent to the issuance of the Bonds in order to render the same legal, valid, and binding obligations of the District have happened and have been accomplished and performed in regular and due time, form, and manner, as required by law; that provision has been made for the payment of the principal of and interest on, or maturing amounts of (as appropriate) the Bonds by the levy of a continuing, direct, annual *ad valorem* tax upon taxable property within the District; and that issuance of the Bonds does not exceed any constitutional or statutory limitation.

BY BECOMING the Registered Owner of this Bond, the Registered Owner thereby acknowledges all of the terms and provisions of the Order, agrees to be bound by such terms and provisions, and agrees that the terms and provisions of this Bond and the Order constitute a contract between each Registered Owner and the District.

IN WITNESS WHEREOF this Bond has been signed with the manual or facsimile signature of the President of the Board of Trustees of the District and countersigned with the manual or facsimile signature of the Secretary of the Board of Trustees (or their respective designees), and the official seal of the District has been duly impressed, or placed in facsimile, on this Bond.

MANOR INDEPENDENT SCHOOL DISTRICT

Secretary, Board of Trustees

President, Board of Trustees

(DISTRICT SEAL)



[FORM OF INITIAL BOND]

(The Initial Bond shall be in the form set forth above for the Definitive Bond, except the following shall replace the heading and the first paragraph:)

NO. T-1

\$ _____

United States of America
State of Texas
County of Travis

MANOR INDEPENDENT SCHOOL DISTRICT
UNLIMITED TAX SCHOOL BUILDING BOND, [TAXABLE] SERIES ____³

DATED DATE³:

DELIVERY DATE:

REGISTERED OWNER:

PRINCIPAL AMOUNT: _____ AND NO/100 DOLLARS
(\$ _____)

MANOR INDEPENDENT SCHOOL DISTRICT (the "District"), for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner, specified above, or the registered assigns thereof (the "Registered Owner"), the Principal Amount, specified above, with principal installments payable on the date and in each of the years, and bearing interest at per annum rates in accordance with the following schedule:

Date of Stated Maturity (_____) ³	<u>Principal Amount (\$)</u>	<u>Interest Rate</u> (%)
--	----------------------------------	-----------------------------

[Terms to be inserted from the schedule in the Approval Certificate]

INTEREST on the unpaid Principal Amount hereof from the [Dated/Delivery] Date, specified above, or from the most recent interest payment date to which interest has been paid or duly provided for until the Principal Amount has become due and payment thereof has been made or duly provided for shall be paid computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on _____³ and _____³ of each year, commencing _____³.

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The final payment of principal of this Bond shall be paid to the Registered Owner hereof upon presentation and surrender of this Bond at final maturity, at the designated payment trust office of _____, which is the "Paying Agent/Registrar" for this Bond. The payment of principal installments and interest on this Bond shall be made by the Paying Agent/Registrar to the Registered Owner hereof as shown by the Registration Books kept by the Paying Agent/Registrar at the close of business on the Record Date by check drawn by the Paying Agent/Registrar on, and payable solely from, funds of the District required to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check shall be sent by the Paying Agent/Registrar by United States mail, postage prepaid, on each such payment date, to the Registered Owner hereof at its address as it appears on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. The record date ("Record Date") for payments hereon means the close of business on the [last business/fifteenth] day of the month preceding a

³ As provided in the Approval Certificate. To the extent that the Approval Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete the missing information in this Form of Bond, the language in the Approval Certificate shall be used in the executed Bonds.

scheduled payment. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment thereof have been received from the District. Notice of the Special Record Date and of the scheduled payment date of the past due payment (the "Special Payment Date," which shall be 15 calendar days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of the Registered Owner appearing on the books of the Paying Agent/Registrar at the close of business on the last day next preceding the date of mailing of such notice. The District covenants with the Registered Owner that no later than each principal installment payment date and interest payment date for this Bond it will make available to the Paying Agent/Registrar the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on this Bond, when due, in the manner set forth in the Order defined below.

*[FORM OF STATEMENT PUBLIC SCHOOL FUND GUARANTEE]
(To be printed on or attached to the Initial Bond only)*

PSF CERTIFICATE

Under the authority granted by Article 7, Section 5 of the Texas Constitution and Subchapter C of Chapter 45 of the Texas Education Code, the payment, when due, of the principal of and interest on the issuance by the Manor Independent School District of its Unlimited Tax School Building Bonds, [Taxable] Series ____⁴, dated _____⁴, in the principal amount of \$_____⁴ is guaranteed by the corpus of the Permanent School Fund of the State pursuant to the bond guarantee program administered by the Texas Education Agency. This guarantee shall be removed in its entirety upon defeasance of such bonds.

Reference is hereby made to the continuing disclosure agreement of the Texas Education Agency, set forth in Section I of the Agency's Investment Procedure Manual and the Agency's commitment letter for the guarantee. Such disclosure agreement has been made with respect to the bond guarantee program, in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission, for the benefit of the holders and beneficial owners of the bonds.

In witness thereof I have caused my signature to be placed in facsimile on this bond.

⁴ As provided in the Approval Certificate. To the extent that the Approval Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete the missing information in this Form of Bond, the language in the Approval Certificate shall be used in the executed Bonds.

/s/ Mike Morath

MIKE MORATH
Commissioner of Education

*[FORM OF REGISTRATION CERTIFICATE OF THE COMPTROLLER OF
PUBLIC ACCOUNTS]*
(To be printed on or attached to the Initial Bond only)

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

I hereby certify that this Bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this _____.

(COMPTROLLER'S SEAL)

Comptroller of Public Accounts, State of
Texas

[FORM OF AUTHENTICATION CERTIFICATE]
(To be printed or attached to definitive bonds only)

AUTHENTICATION CERTIFICATE

It is hereby certified that this Bond has been issued under the provisions of the Order described on the face of this Bond; and that this Bond has been issued in conversion of and exchange for or replacement of a bond, bonds, or a portion of a bond or bonds of an issue which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

As Paying Agent/Registrar

Date of Authentication: _____

By: _____
Authorized Signature

[FORM OF ASSIGNMENT]
(To be printed or attached to definitive bonds only)

For value received, the undersigned hereby sells, assigns and transfers unto (Please print or type name, address, and zip code of Transferee) _____

(Please insert Social Security Number or Taxpayer Identification Number of Transferee): _____ the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer such bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Bond in every particular, without alteration or enlargement or any change whatsoever.

[END OF FORM]

* * * *

In case any officer of the District whose manual or facsimile signature shall appear on any Bond shall cease to be such officer before the delivery of any such Bonds, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in office until such delivery. Any Bond which bears the facsimile signature of such person who at the actual time of the delivery of such Bond shall be an officer authorized to sign such Bond, but who at the date of such Bonds was not such an officer, shall be validly and sufficiently signed for such purpose as if such person had been such officer as the date of such Bond. The District authorizes the printing of a true and correct copy of an opinion of Escamilla & Poneck, LLP, Bond Counsel, relating to the validity and enforceability of the Bonds under Texas law and the status of interest on the Bonds under federal income tax laws on the reverse side of each of the Bonds over a certificate of identification executed by the facsimile signature of the Secretary, Board of Trustees (or his/her designee), and also authorizes the imprinting of CUSIP (*i.e.*, the American Bankers Association's Committee on Uniform Securities Identification Procedures) numbers on the Bonds; provided, however, that the failure of such opinion, certificate, or CUSIP numbers to appear on any Bond, or any errors therein or in any part of the Bond the form of which is not included in this Order, shall in no way effect the validity or enforceability of the Bonds or relieve the Underwriters of their obligation to accept delivery of and pay for the Bonds.

Section 5. Definitions. In addition to other words and terms defined in this Order, and unless a different meaning or intent clearly appears in the context, the following words and terms shall have the following meanings, respectively:

"Approval Certificate" – Each Approval Certificate of a District’s Authorized Representative to be executed and delivered pursuant to Section 1 hereof in connection with the issuance of one or more series of Bonds.

"Board" - The duly constituted Board of Trustees of the Manor Independent School District, or any successor thereto.

"Bond Purchase Agreement" - The Bond Purchase Agreement with respect to each series of Bonds.

"Bonds" – One or more series of Bonds initially issued and delivered pursuant to this Bond Order and an Approval Certificate and all substitute Bonds exchanged therefor, as well as all other substitute bonds and replacement bonds issued pursuant hereto, and the term “Bond” shall mean any of the Bonds.

"Code" - The Internal Revenue Code of 1986, as amended.

"District" - Manor Independent School District, or any successor thereto.

"Governmental Obligations" – One or more of the following securities as selected by the Authorized Representative in the Approval Certificate: (a) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America, (b) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the District authorizes the defeasance, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent, (c) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that on the date the governing body of the District adopts or approves the proceedings authorizing the financial arrangements, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent, or (d) any additional securities and obligations hereafter authorized by State law as eligible for use to accomplish the discharge of obligations such as the Bonds.

"Initial Bond" - The Bonds registered by the Comptroller of Public Accounts of the State of Texas as described in Sections 4 and 11 hereof.

"Order" - This order authorizing the Bonds adopted by the Board on December 16, 2020.

"Owners" - Any person who shall be the registered owner of any outstanding Bonds.

"Paying Agent/Registrar" – The paying agent/registrar selected by the Authorized Representative in an Approval Certificate with respect to a particular series of Bonds, and such other bank or trust company as may hereafter be appointed in substitution therefor or in addition thereto to perform the duties of the Paying Agent/Registrar in accordance with this Order.

"Paying Agent/Registrar Agreement" - The agreement between the District and the Paying Agent/Registrar for each series of Bonds in the form attached hereto as Exhibit "A" (with such changes as are acceptable to the Authorized Representative) relating to the registration, authentication, and transfer of the Bonds.

"Record Date" - The close of business on the last business day of the month preceding the applicable interest payment date.

"Register" - The books of registration kept by the Paying Agent/Registrar in which are maintained the names and addresses of and the principal amounts registered to each Owner.

"Tax-Exempt Bonds" – Each series of Bonds bearing interest which is excludable from gross income for federal taxation purposes pursuant to section 103 of the Code.

"Taxable Series" – Each series of Bonds bearing interest at a taxable rate.

"Tax-Exempt Series" – Each series of Tax-Exempt Bonds.

"Underwriters" – Those underwriters, identified in the Bond Purchase Agreement with respect to each series of Bonds.

Section 6. District Funds. A special "Interest and Sinking Fund" is hereby confirmed and shall be maintained by the District at an official depository bank of the District. The Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the District and shall be used only for paying the interest on and principal of the Bonds. The net proceeds of all *ad valorem* taxes levied and collected for and on account of the Bonds shall be deposited, as collected, to the credit of the Interest and Sinking Fund. During each year while any of the principal of or interest on or maturing amounts of (as appropriate) the Bonds are outstanding and unpaid, the Board shall compute and ascertain a rate and amount of *ad valorem* tax which will be sufficient to raise and produce the money required to pay the interest on the Bonds and the principal on the Bonds as or before such principal matures; the tax shall be based on the latest approved tax rolls of the District, with full allowances being made for tax delinquencies and the cost of tax collection. The rate and amount of *ad valorem* tax is hereby levied, and is hereby ordered to be levied, against all taxable property in the District, for each year while any of the Bonds are outstanding and unpaid, and the tax shall be assessed and collected each year and deposited to the credit of the Interest and Sinking Fund. The *ad valorem* taxes sufficient to provide for the payment of the interest on and principal of the Bonds, as or before such interest and principal becomes due, without legal limit as to rate or amount, are hereby pledged irrevocably for such payment.

The "Construction Fund" is the fund held by the District into which proceeds of the Bonds shall be deposited for the purposes of constructing, renovating, acquiring and equipping school buildings in the District, the purchase of the necessary sites for school buildings and the purchase of new school buses and other new vehicles to be used for student transportation. Amounts to pay costs of issuance of the Bonds, will be deposited into the District's depository bank or paid at closing by the Paying Agent/Registrar.

Unless the Approval Certificate provides otherwise, the District hereby appropriates, from current funds on hand and legally available therefor, funds sufficient, when added to the accrued

interest received from the sale of the Bonds, if any, to pay the debt service coming due on the Bonds prior to receipt of taxes levied therefor.

Section 7. Investments and Security.

(a) Investment of Funds. The Board may place money in the Interest and Sinking Fund in time or demand deposits or invest such money as authorized by law at the time of such deposit. Obligations purchased as an investment of money in a fund shall be deemed to be part of such fund.

(b) Amounts Received from Investments. Except as otherwise provided by law, amounts received from the investment of any money in the Interest and Sinking Fund or Construction Fund shall be retained in such respective fund. It is provided, however, that any interest earnings on proceeds of the Bonds which are required to be rebated to the United States of America in order to prevent the Bonds from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

(c) Security for Funds. All funds created by this Order shall be secured in the manner and to the fullest extent required by law for the security of funds of the District.

Section 8. Covenants of the District.

(a) General Covenants. The District covenants and represents that:

(i) The District is a duly created and existing independent school district and political subdivision of the State of Texas, and is duly authorized under the laws of the State of Texas to create and issue the Bonds; all action on its part for the creation and issuance of the Bonds has been duly and effectively taken; and the Bonds in the hands of the Owners thereof are and will be valid and enforceable obligations of the District in accordance with their terms; and

(ii) The Bonds shall be ratably secured in such manner that no one Bond shall have preference over other Bonds.

(b) Specific Covenants. The District covenants and represents that, while the Bonds are outstanding and unpaid, it will:

(i) Levy an *ad valorem* tax that will be sufficient to provide funds to pay the current interest on the Bonds and to provide the necessary sinking fund, all as described in this Order; and

(ii) Keep proper books of record and accounts in which full, true, and correct entries will be made of all dealings, activities, and transactions relating to the funds created pursuant to this Order, and all books, documents, and vouchers relating thereto shall at all reasonable times be made available for inspection upon request from any Owner.

Section 9. Covenants To Maintain Tax Exempt Status of Tax-Exempt Bonds.

(a) Definitions. When used in this Section, the following terms have the following meanings:

"Code" means the Internal Revenue Code of 1986, as amended, by all legislation, if any, effective on or before the delivery of the Bonds.

"Computation Date" has the meaning set forth in Section 1.148-l(b) of the Regulations.

"Gross Proceeds" means any proceeds as defined in Section 1.148-l(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-l(c) of the Regulations, of the Bonds.

"Investment" has the meaning set forth in Section 1.148-l(b) of the Regulations.

"Nonpurpose Investment" means any investment property, as defined in section 148(b) of the Code, in which Cross Proceeds of the Bonds are invested and which is not acquired to carry out the governmental purposes of the Bonds.

"Rebate Amount" has the meaning set forth in Section 1.148-l(b) of the Regulations.

"Regulations" means the Income Tax Regulations issued pursuant to sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1986, which are applicable to the Bonds (and any rulings thereunder). Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

"Yield" of

(i) any Investment has the meaning set forth in Section 1.148-5 of the Regulations; and

(ii) the Bonds has the meaning set forth in Section 1.148-4 of the Regulations.

(b) General Tax Covenant. The District intends that the interest on the Tax-Exempt Bonds shall be excludable from gross income for purposes of federal income taxation pursuant to sections 103 and 141 through 150 of the Code and applicable Regulations. The District covenants and agrees not to take any action, or omit to take any action within its control, that if taken or omitted, respectively, would cause the interest on the Tax-Exempt Bonds to be includable in gross income, as defined in section 61 of the Code, of the holders thereof for purposes of federal income taxation. In particular, the District covenants and agrees to comply with each requirement of this Section; provided, however, that the District shall not be required to comply with any particular requirement of this Section if the District has received an opinion of nationally recognized bond counsel ("Counsel's Opinion") that such noncompliance will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Tax-Exempt Bonds or if the District has received a Counsel's Opinion to the effect that compliance with some other requirement specified in such Counsel's Opinion shall constitute compliance with the corresponding requirement specified in this Section. In the event the provisions of the Code are amended, or new regulations or rulings are promulgated or issued thereunder, such that

requirements in addition to those stated herein become applicable to the Tax-Exempt Bonds, the District covenants to comply with such additional requirements to the extent necessary to prevent any adverse effect on the exclusion of interest on the Tax-Exempt Bonds from gross income for federal income tax purposes.

(c) Use of Proceeds. The District covenants and agrees that its use of the Gross Proceeds of the Tax-Exempt Bonds will at all times satisfy the following requirements:

(1) Gross Proceeds from the sale of the Tax-Exempt Bonds shall, promptly upon receipt by the District, be applied as follows:

- (a) Accrued Interest. An amount equal to accrued interest on the Tax-Exempt Bonds, if any, shall be deposited to the Interest and Sinking Fund;
- (b) Costs of Issuance. An amount equal to the costs of issuance of the Tax-Exempt Bonds shall be applied to pay such costs as the District may arrange; and
- (c) Construction Fund. The remaining proceeds from the sale of the Tax-Exempt Bonds together with any investment earnings on such proceeds, to the extent required, shall be deposited to the Construction Fund, which is hereby authorized to be created, to be used for the purpose of construction, renovation, and equipment of school buildings in the District, and the purchase of the necessary sites therefor. Any surplus bond proceeds, including investment earnings thereon, not used to pay construction costs shall be deposited into the Interest and Sinking Fund.

(2) Investments. The District covenants to invest Sales Proceeds not immediately required for the District's construction program provided that any such investments shall be made in such manner that the money will be available at the proper time as needed and shall otherwise conform to the District's investment policy adopted in conformity with the Texas Public Funds Investment Act and consistent with the covenants made in this section intended to maintain the tax exempt status of the Tax-Exempt Bonds and assure that the Tax-Exempt Bonds will not be arbitrage bonds. The District will engage or consult with investment professionals to assure that its investments are undertaken to comply with the requirements of the Code and Regulations thereunder.

(3) Private Business Use. Except as permitted by section 141 of the Code and the Regulations, the District shall at all times prior to the last stated maturity of the Tax-Exempt Bonds:

- (a) not use or permit the use of Gross Proceeds of the Tax-Exempt Bonds or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and

instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

- (b) not directly or indirectly impose or accept any charge or other payment by any person who is treated as using Gross Proceeds of the Tax-Exempt Bonds or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds other than ad valorem taxes or interest earned on Investments acquired with such Gross Proceeds pending application for their intended purposes.

(4) Private Loan Use. Except to the extent permitted by section 141 of the Code and the Regulations and rulings thereunder, the District shall not use Gross Proceeds of the Tax-Exempt Bonds to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(5) Not to Invest at Higher Yield. Except to the extent permitted by section 148 of the Code, and the Regulations, the District shall not directly or indirectly invest Gross Proceeds in any Investment, if as a result of such investment the Yield of any Investment acquired with Gross Proceeds, whether then held or previously disposed of, materially exceeds the Yield of the Tax-Exempt Bonds.

(6) Not Federally Guaranteed. Except to the extent permitted by section 149(b) of the Code and the Regulations and rulings thereunder, the District shall not take or omit to take any action which would cause the Tax-Exempt Bonds to be federally guaranteed within the meaning of section 149(b) of the Code.

(7) Information Report. The District shall timely file the information required by section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(8) No-Arbitrage Covenant. The District shall certify, through an authorized officer, employee or agent, that based upon all facts and estimates known or reasonably expected to be in existence on the date the Tax-Exempt Bonds are delivered, the District will reasonably expect that the proceeds of the Tax-Exempt Bonds will not be used in a manner that would cause the Tax-Exempt Bonds to be "arbitrage bonds" within the meaning of section 148(a) of the Code and applicable regulations thereunder. Moreover, the District covenants and agrees that it will make such use of the proceeds of the Tax-Exempt Bonds (including interest or other investment income derived from Bond proceeds), regulate investments of proceeds of the Tax-Exempt Bonds and take such other and further action as may be required so that the Tax-Exempt Bonds will not

be "arbitrage bonds" within the meaning of section 148(a) of the Code and applicable regulations thereunder.

(9) Arbitrage Rebate. The District will take all necessary steps to comply with the requirement that certain amounts earned by the District on the investment of the "gross proceeds" of the Tax-Exempt Bonds (within the meaning of section 148(f)(6)(B) of the Code), be rebated to the federal government. Specifically, the District will (i) obtain information and maintain records regarding the receipt, investment and expenditure of the gross proceeds of the Tax-Exempt Bonds as may be required to calculate the amount earned on the investment of the gross proceeds of the Tax-Exempt Bonds and to identify the gross proceeds of the Tax-Exempt Bonds separately from records of amounts on deposit in the funds and accounts of the District allocable to other bond issues of the District or moneys which do not represent gross proceeds of any bonds of the District, (ii) calculate, at such times as are required by applicable regulations, the amount earned from the investment of the gross proceeds of the Tax-Exempt Bonds which is required to be rebated to the federal government, and (iii) pay, at such times and in such manner as required by applicable regulations, all amounts required to be rebated to the federal government. Further, the District will not indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Tax-Exempt Bonds that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or larger loss than would have resulted if the arrangement had been at arm's length and had the yield on the issue not been relevant to either party.

(10) Elections. The District hereby directs and authorizes the Authorized Representatives, either or any combination of them, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Tax-Exempt Bonds, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document.

(11) Rebate of Arbitrage Profits. Except to the extent otherwise provided in section 148(f) of the Code and the Regulations and rulings thereunder:

- (a) The District shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last Outstanding Bond is discharged. However, to the extent permitted by law, the District may commingle Gross Proceeds of the Tax-Exempt Bonds with other money of the District, provided that the District separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.
- (b) Not less frequently than each Computation Date, the District shall calculate the Rebate Amount in accordance with rules set forth in section 148(f) of the Code and the Regulations and rulings

thereunder. The District shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Tax-Exempt Bonds until six years after the final Computation Date.

- (c) As additional consideration for the purchase of the Tax-Exempt Bonds by the Underwriters and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the District shall pay to the United States out of the Interest and Sinking Fund or its general fund, as permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the amount that when added to the future value of previous rebate payments made for the Tax-Exempt Bonds equals in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by section 148(f) of the Code and the Regulations and rulings thereunder.
- (d) The District shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(12) Not to Divert Arbitrage Profits. Except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, the District shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Tax-Exempt Bonds, enter into any transaction that reduces the amount required to be paid to the United States pursuant to subsection (xi) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Tax-Exempt Bonds not been relevant to either party.

(13) Tax-Exempt Bonds Not Hedge Bonds. The District believes the Tax-Exempt Bonds are not "hedge bonds," pursuant to the definition of hedge bond provided in Section 149(g)(3) of the Code. Specifically:

- (a) The District reasonably expects to spend at least 85% of the spendable proceeds of the Tax-Exempt Bonds within three years after such Tax-Exempt Bonds are issued.
- (b) Not more than 50% of the proceeds of the Tax-Exempt Bonds will be invested in Nonpurpose Investments having a substantially guaranteed Yield for a period of 4 years or more.

Section 10. Paying Agent/Registrar. The Paying Agent/Registrar selected by the Authorized Representative in the Approval Certificate is hereby appointed as paying agent for such series of Bonds. The principal of the Bonds and the accrued interest on the Bonds shall be payable, without exchange or collection charges, in any coin or currency of the United States of America, which, on the date of payment, is legal tender for the payment of debts due the United States of America, as described in the Form of Bonds in Section 4 hereof.

The District, the Paying Agent/Registrar, and any other person may treat the Owner as the absolute owner of such Bonds for the purpose of making and receiving payment of the principal thereof and for the further purpose of receiving payment of the interest thereon and for all other purposes, whether or not such Bond is overdue, and neither the District nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary. All payments made to the person deemed to be the Owner of any Bond in accordance with this Order shall be valid and effectual and shall discharge the liability of the District and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

So long as any Bonds remain outstanding, the Paying Agent/Registrar shall keep the Register at one of its corporate trust offices in Texas in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with the terms of this Order.

The District may at any time and from time to time appoint another Paying Agent/Registrar in substitution for the previous Paying Agent/Registrar provided that any such Paying Agent/Registrar shall be a national or state banking institution, shall be an association or a corporation organized and doing business under the laws of the United States of America or any state, authorized under such laws to exercise trust powers, shall be subject to supervision or examination by federal or state authority, and shall be authorized by law to serve as a paying agent/registrar. In such event, the District shall give notice by United States mail, first-class, postage prepaid to each Owner. Any bank or trust company with or into which any Paying Agent/Registrar may be merged or to which the assets and business of Paying Agent/Registrar may be sold or otherwise transferred, shall be deemed the successor of such Paying Agent/Registrar for the purposes of this Order.

The President, Vice President and Secretary of the Board (or their respective designees) are hereby authorized to enter into, execute, and deliver one or more Paying Agent/Registrar Agreements with the Paying Agent/Registrar in connection with each series of Bonds in substantially the form presented to the Board on this date. Notwithstanding the foregoing, the Authorized Representative is hereby authorized and directed to complete, amend, modify and execute each Paying Agent Agreement, as necessary.

Section 11. Initial Bond; Exchange or Transfer of Bonds. Initially, a Bond for each series of Bonds (the "Initial Bond") numbered T-1 and being in the principal amount as shown in the Approval Certificate for each year of maturity, and representing the entire principal amount of Bond shall be registered in the name of the Underwriters or the designee thereof and shall be executed and submitted to the Attorney General of Texas for approval, and thereupon certified and registered by the Comptroller of Public Accounts of the State of Texas or his duly authorized agent, by manual signature. At any time thereafter, the Owner may deliver the Initial Bond to the Paying Agent/Registrar for exchange, accompanied by instructions from the Owner or such designee designating the person, maturities, and principal amounts to and in which the Initial Bond is to be transferred and the addresses of such persons, and the Paying Agent/Registrar shall thereupon, within not more than 72 hours, register and deliver such Bond upon authorization of the District as provided in such instructions.

The Bond shall be transferable within 72 hours after request, but only upon the presentation and surrender thereof at the designated payment office of the Paying Agent/Registrar, duly endorsed for transfer, or accompanied by an assignment duly executed by the Owner or his authorized representative in the form satisfactory to the Paying Agent/Registrar. Upon due presentation of any Bond for transfer, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor, to the extent possible and under reasonable circumstances within three business day after such presentation, a new Bond or Bonds, registered in the name of the transferee or transferees, in authorized denominations, of the same maturity, in the appropriate principal amount, and bearing interest at the same rate as the Bond or Bonds so presented.

All Bonds shall be exchangeable upon presentation and surrender thereof at the appropriate corporate trust office of the Paying Agent/Registrar for a Bond or Bonds of the same maturity and interest rate and in any authorized denomination, in an aggregate principal amount or maturing amounts, as appropriate, equal to the unpaid principal amount or maturing amount of the Bond or Bonds presented for exchange. The Paying Agent/Registrar shall be and is hereby authorized to authenticate and deliver exchange Bonds in accordance with this Order and each Bond so delivered shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such Bond is delivered.

The District or the Paying Agent/Registrar may require the Owner of any Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of such Bond. Any fee or charge of the Paying Agent/Registrar for such transfer or exchange shall be paid by the District.

Section 12. District Officer's Duties.

(a) Issuance of Bonds. The President, Vice President or Secretary of the Board (or their respective designees) shall submit the Initial Bond for each series of Bonds, the record of the proceedings authorizing the issuance of each series of Bonds, and any and all necessary orders, certificates, and records to the Attorney General of the State of Texas (the "Attorney General") for his investigation. After obtaining the approval of the Attorney General, the President, Vice President or Secretary of the Board (or their respective designees) shall cause the Initial Bond to be registered by the Comptroller of Public Accounts of the State of Texas. The officers or acting officers of the Board are authorized to execute and deliver on behalf of the Board such certificates

and instruments as may be necessary or appropriate prior to the delivery of and payment for the Bonds to and by the Underwriter.

(b) Execution of Order. The President, Vice President and Secretary of the Board and other officers of the District are authorized to execute the certificate to which this Order is attached on behalf of the Board and to do any and all things proper and necessary to carry out the intent hereof.

Section 13. Remedies of Owners. In addition to all rights and remedies of any Owner of the Bonds provided by the laws of the State of Texas, the District and the Board covenant and agree that in the event the District defaults in the payment of the principal of or interest on any of the Bonds when due, fails to make the payments required by this Order to be made into the Interest and Sinking Fund, or defaults in the observance or performance of any of the covenants, conditions, or obligations set forth in this Order, the Owner of any of the Bonds shall be entitled to a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the Board and other officers of the District to observe and perform any covenant, obligation, or condition prescribed in this Order. No delay or omission by any Owner to exercise any right or power accruing to such Owner upon default shall impair any such right or power, or shall be construed to be a waiver of any such default or acquiescence therein, and every such right or power may be exercised from time to time and as often as may be deemed expedient. The specific remedies mentioned in this Order shall be available to any Owner of any of the Bonds and shall be cumulative of all other existing remedies.

Section 14. Lost, Stolen, Destroyed, Damaged, or Mutilated Bonds; Destruction of Paid Bonds.

(a) Replacement Bonds. In the event any outstanding Bond shall become lost, stolen, destroyed, damaged, or mutilated, at the request of the Owner thereof, the District shall cause to be executed, registered by the Paying Agent/Registrar, and delivered a substitute Bond of like date and tenor, in exchange and substitution for and upon cancellation of such mutilated or damaged Bond, or in lieu of and substitution for such Bond, lost, stolen, or destroyed, subject to the provisions of subsections (b), (c), (d), and (e) of this Section.

(b) Application and Indemnity. Application for exchange and substitution of lost, stolen, destroyed, damaged, or mutilated Bonds shall be made to the District. In every case the applicant for a substitute Bond shall furnish to the District such deposit for fees and costs as may be required by the District to save it and the Paying Agent/Registrar harmless from liability. In every case of loss, theft, or destruction of a Bond, the applicant shall also furnish to the District indemnity to the District's satisfaction and shall file with the District evidence to the District's satisfaction of the loss, theft, or destruction and of the ownership of such Bond. In every case of damage or mutilation of a Bond, the applicant shall surrender the Bond so damaged or mutilated to the Paying Agent/Registrar.

(c) Matured Bonds. Notwithstanding the foregoing provisions of this Section, in the event any such Bond shall have matured, and no default has occurred which is then continuing in the payment of the principal of or interest on the Bonds, the District may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of

issuing a substitute Bond, if any, provided security or indemnity is furnished as above provided in this Section.

(d) Expense of Issuance. Upon the issuance of any substitute Bonds, the District may charge the owner of such Bond with all fees and costs incurred in connection therewith. Every substitute Bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen, destroyed, damaged, or mutilated shall constitute a contractual obligation of the District, whether or not the lost, stolen, destroyed, damaged, or mutilated Bonds shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Order equally and proportionately with any and all other Bonds duly issued under this Order.

(e) Authority to Issue Substitute Bonds. This Order shall constitute sufficient authority for the issuance of any such substitute Bonds without necessity of further action by the Board or any other body or person, and the issuance of such substitute Bonds is hereby authorized, notwithstanding any other provisions of this Order.

(f) Destruction of Paid Bonds. At any time subsequent to six months after the payment thereof, the Paying Agent/Registrar is authorized to cancel and destroy any Bonds duly paid and shall furnish to the District a certificate evidencing such destruction.

Section 15. Defeasance.

(a) Except to the extent provided in subsection (c) of this Section, any Bond, and the interest thereon, shall be deemed to be paid, retired, and no longer outstanding within the meaning of this Order (a "Defeased Bond") when payment of the principal of such Bond, plus interest thereon to the due date (whether such due date be by reason of maturity, redemption, or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption) or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to a person described by Section 1207.061(a), Texas Government Code, as amended (a "Depositary"), with respect to the safekeeping, investment, administration, and disposition of a deposit made under Section 1207.061, Texas Government Code, as amended, for such payment (the "Deposit") (A) lawful money of the United States of America sufficient to make such payment; (B) Governmental Obligations, which may be in book-entry form, that mature and bear interest payable at times and in amounts sufficient to provide for the scheduled payment or redemption of any Defeased Bond; or (C) a combination of lawful money of the United States of America and Governmental Obligations together sufficient to make such payment. To cause any Bond scheduled to be paid or redeemed on a date later than the next scheduled interest payment date on such Bond to become a Defeased Bond, the District must, with respect to the Deposit, enter into an escrow or similar agreement with a Depositary.

In connection with any defeasance of the Bonds, the District shall cause to be delivered a certification of an independent firm of nationally recognized certified public accountants, the District's Financial Advisor, or another qualified third party verifying the sufficiency of the escrow established to pay the Defeased Bonds in full on the maturity or redemption date thereof ("Verification"). In addition to the required Verification, the District shall also cause to be delivered an opinion of nationally recognized bond counsel to the effect that the Defeased Bonds

are no longer outstanding pursuant to the terms hereof and a certificate of discharge of the Paying Agent/Registrar with respect to the Defeased Bonds. The Verification and opinion required hereunder shall be acceptable in form and substance, and addressed, if applicable, to the Paying Agent/Registrar and the District. The Bonds shall remain outstanding hereunder unless and until they are in fact paid and retired or the above criteria are met.

At such time as any Bond shall be deemed to be a Defeased Bond hereunder, and all herein required criteria have been met, such Bond and the interest thereon shall no longer be outstanding or unpaid and shall no longer be entitled to the benefits of the pledge of the security interest granted under this Order, and such principal and interest shall be payable solely from the Deposit of money or Governmental Obligations. Provided, however, the District has reserved the option, to be exercised at the time of the defeasance of the Bonds, to call for redemption, at an earlier date, those Bonds which have been defeased to their maturity date, if the District: (i) in the proceedings providing for the firm banking and financial arrangements, expressly reserves the right to call the Bonds for redemption; (ii) gives notice of the reservation of that right to the owners of the Bonds immediately following the making of the firm banking and financial arrangements; and (iii) directs that notice of reservation be included in any redemption notices that it authorizes.

(b) Any money so deposited with a Depository may at the written direct of the District also be invested in Governmental Obligations, maturing in the amounts and times as hereinbefore set forth, and all income from such Governmental Obligations received by a Depository which is not required for the payment of the Defeased Bonds and interest thereon, with respect to which such money has been so deposited, shall be used as directed by the District.

(c) Until all Defeased Bonds shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bonds the same as if they had not been defeased, and the District shall make proper arrangements to provide and pay for such services as required by this Order.

Section 16. Permanent School Fund Guarantee. The District covenants to comply timely with all applicable requirements and procedures under Article VII, Section 5 of the Texas Constitution, Subchapter C of Chapter 45, Texas Education Code and the Rules of the State Board of Trustees relating to the guarantee of the principal of and interest on the Bonds by the Permanent School Fund of the State of Texas. Upon defeasance of the Bonds, either at or prior to maturity in accordance with applicable law, the guarantee of the principal of and interest on the Bonds by the Permanent School Fund of the State of Texas shall be removed in its entirety. If the District is unable to pay the principal of or interest on a guaranteed Bond, the amount necessary to pay the principal or interest will be transferred to the Registrar for the Bonds from the Permanent School Fund of the State of Texas, and the amounts so transferred, plus interest, will be withheld by the Comptroller from the first State money payable to the District, first from the Foundation School Fund and, if necessary, from the Available School Fund.

Section 17. State Assistance. The District represents it currently receives state assistance, and to the extent the District's ability to comply with Section 45.0031 of the Texas Education Code, as amended, with respect to the issuance of the Bonds is contingent on such state assistance, the District covenants and agrees a tax rate will not be adopted for a year to pay debt service on the Bonds unless the District has deposited to the credit of the Interest and Sinking Fund

the amount of such state assistance received or to be received in that year and used in the demonstration to the Attorney General to comply with Section 45.0031.

Section 18. Order a Contract; Amendments. This Order shall constitute a contract with the Owners, from time to time, of the Bonds, binding on the District and its successors and assigns, and shall not be amended or repealed by the District as long as any Bond remains outstanding except as permitted in this Section. The District may, without the consent of or notice to any Owners, amend, change, or modify this Order as may be required (a) by the provisions hereof; (b) for the purpose of curing any ambiguity, inconsistency, or formal defect or omission herein; or (c) in connection with any other change which is not to the prejudice of the Owners. The District may, with the written consent of the Owners of the majority in aggregate principal amount of Bonds then outstanding affected thereby, amend, change, modify, or rescind any provisions of this Order; provided that without the consent of all of the Owners affected, no such amendment, change, modification, or rescission shall (i) extend the time or times of payment of the principal of and interest on the Bonds or reduce the principal amount thereof or the rate of interest thereon; (ii) give any preference to any Bond over any other Bond; (iii) extend any waiver of default to subsequent defaults; or (iv) reduce the aggregate principal amount of Bonds required for consent to any such amendment, change, modification, or rescission. When the District desires to make any amendment or addition to or rescission of this Order requiring consent of the Owners, the District shall cause notice of the amendment, addition, or rescission described in such notice and shall specifically consent to and approve the adoption thereof in substantially the form of the copy thereof referred to in such notice, thereupon, but not otherwise, the District may adopt such amendment, addition, or rescission in substantially such form, except as herein provided. No Owner may thereafter object to the adoption of such amendment, addition, or rescission, or to any of the provisions thereof, and such amendment, addition, or rescission shall be fully effective for all purposes.

Section 19. Sale and Delivery of Bonds.

(a) Sale. The sale of one or more series of the Bonds to the Underwriters pursuant to a Bond Purchase Agreement is hereby confirmed and delivery of the Bonds to the Underwriters shall be made as soon as practicable, upon payment therefor, in accordance with the Bond Purchase Agreement. The Authorized Representative is hereby authorized to sign and deliver the Bond Purchase Agreement.

(b) Approval of Official Statement. The Authorized Representative is hereby authorized to approve the Preliminary Official Statement in connection with each series of Bonds, the Official Statement relating to each series of the Bonds and any addenda, supplement, or amendment thereto, and to deem such documents final in accordance with 17 C.F.R. Section 240.15c2-12. The District further approves the distribution of such Official Statement in the reoffering of the Bonds by the Underwriters in final form, with such changes therein or additions thereto as the Authorized Representative executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof.

(c) Legal Opinion. The Underwriters' obligation to accept delivery of the Bonds is subject to their being furnished an opinion of Escamilla & Poneck, LLP, as Bond Counsel, such opinion to be dated and delivered as of the date of delivery and payment for the Bonds.

(d) Registration and Delivery. Upon the registration of the Initial Bond, the Comptroller of Public Accounts of the State of Texas is authorized and instructed to deliver the Initial Bond pursuant to the instruction of the President, Vice President or Secretary of the Board (or their respective designees) for delivery to the Underwriters.

Section 20. Use of Proceeds. The proceeds from the sale of a series of the Bonds (after payment of costs of issuance and an Underwriters' discount) shall be as provided by the Authorized Representative in the Approval Certificate. The Authorized Representative is further authorized to establish one or more special construction accounts created for projects to be constructed with Bond Proceeds.

Section 21. Continuing Disclosure Undertaking.

(a) Definitions.

As used in this Section, the following terms have the meanings ascribed to such terms below:

"*EMMA*" means the MSRB's Electronic Municipal Market Access system, accessible by the general public, without charge, on the internet through the uniform resource locator (URL) <http://www.emma.msrb.org>.

"*Financial Obligation*" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"*MSRB*" means the Municipal Securities Rulemaking Board.

"*Rule*" means SEC Rule 15c2-12, as amended from time to time.

"*SEC*" means the United States Securities and Exchange Commission.

(b) Annual Reports.

The District shall file annually with the MSRB (1) within six months after the end of each fiscal year ending in or after 2019, financial information and operating data with respect to the District of the general type included in the final Official Statement authorized by Section 19 of this Order, being the information described in Exhibit "B" hereto, and (2) if not provided as part of such financial information and operating data, audited financial statements of the District, when and if available. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit "B" hereto, or such other accounting principles as the District may be required to employ from time to time pursuant to state law or regulation, and (ii) audited, if the District commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the District shall provide unaudited financial statements

within such period and audited for the applicable fiscal year to the MSRB, when and if the audit report on such statements becomes available. Under current Texas law, including, but not limited to, Chapter 44, as amended, Texas Education Code, the District must keep its fiscal records in accordance with generally accepted accounting principles, must have its financial accounts and records audited by a certified or permitted public accountant and must file each audit report with the Texas Education Agency within 150 days after the close of the District's fiscal year. Copies of each audit report must also be filed in the office of the District and with the Secretary, Board of Trustees. The District's fiscal records and audit reports are available for public inspection during the regular business hours of the Superintendent of Schools. Additionally, upon the filing of these financial statements and the annual audit, these documents are subject to the Texas Public Information Act, as amended, Texas Government Code, Chapter 552. Thereafter, any person may obtain copies of these documents upon submission of a written request to the Superintendent of Schools at Manor Independent School District, 10335 US Hwy 290 East, Manor, Texas 78653, and upon paying the reasonable copying, handling, and delivery charges for providing this information.

If the District changes its fiscal year, it will file notice of such change (and of the date of the new fiscal year end) with the MSRB prior to the next date by which the District otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) Material Event Notices.

The District shall provide notice of any of the following events with respect to the Bonds to the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

- (i) Principal and interest payment delinquencies;
- (ii) Non payment related defaults, if material;
- (iii) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) Substitution of credit or liquidity providers, or their failure to perform;
- (vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax-exempt status of the Bonds, or other material events affecting the tax status of the Bonds;
- (vii) Modifications to rights of holders of the Bonds, if material;
- (viii) Bond calls, if material, and tender offers;
- (ix) Defeasances;

(x) Release, substitution, or sale of property securing repayment of the Bonds, if material;

(xi) Rating changes;

(xii) Bankruptcy, insolvency, receivership, or similar event of the District, which shall occur as described below;

(xiii) The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(xiv) Appointment of a successor or additional trustee or the change of name of a trustee, if material;

(xv) Incurrence of a financial obligation of the District, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the District, any of which affect security holders, if material; and

(xvi) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the District, any of which reflect financial difficulties.

For these purposes, (A) any event described in the immediately preceding paragraph (xii) is considered to occur when any of the following occur; the appointment of a receiver, fiscal agent, or similar officer for the District in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District; and (B) the words used in the immediately preceding paragraphs (xv) and (xvi) above and in the definition of "financial obligation" are to have the meanings ascribed to them in SEC Release No. 34-83885, dated August 20, 2018.

The District shall file with the MSRB, in a timely manner, notice of any failure by the District to provide financial information or operating data in accordance with this Section by the time required by this Section.

(d) Limitations, Disclaimers, and Amendments.

The District shall be obligated to observe and perform the covenants specified in this Section with respect to the District and the Bonds while, but only while, the District remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the

District in any event will provide the notice required by subsection (c) hereof of any Bond calls and defeasance that cause the District to be no longer such an "obligated person."

The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The District undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the financial results, condition, or prospects of the District or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The District does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE DISTRICT BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE DISTRICT, WHETHER NEGLIGENT OR WITH OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the District in observing or performing its obligations under this Section shall constitute a breach of or default under this Order for purposes of any other provision of this Order.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the District under federal and state securities laws.

The provisions of this Section may be amended by the District from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the District, but only if (1) the provisions of this Section, as so amended, would have permitted Underwriters to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Order that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the District (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Bonds. The District may also repeal or amend the provisions of this Section if the SEC amends or repeals the applicable provisions of the Rule or any court of final jurisdiction enters judgment that such provisions of the Rule are invalid, and the District also may amend the provisions of this Section in its discretion in any other manner or circumstance, but in either case only if and to the extent that the provisions of this sentence would not have prevented Underwriters from lawfully purchasing or selling Bonds in the primary offering of the Bonds, giving effect to (a) such provisions as so amended and (b) any

amendments or interpretations of the Rule. If the District so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection B of this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

(e) Information Format; Incorporation by Reference.

The District information required under this Section shall be filed with the MSRB through EMMA in such format and accompanied by such identifying information as may be specified from time to time thereby. Under the current rules of the MSRB, continuing disclosure documents submitted to EMMA must be in word-searchable portable document format (PDF) files that permit the document to be saved, viewed, printed, and retransmitted by electronic means and the series of bonds to which such continuing disclosure documents relate must be identified by CUSIP number or numbers.

Financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document) available to the public through EMMA or filed with the United States Securities and Exchange Commission.

Section 22. Perfection of Security. Chapter 1208, Texas Government Code, applies to the issuance of the Bonds and the pledge of the proceeds of *ad valorem* taxes thereto, and such pledge is, therefore, valid, effective, and perfected. Should Texas law be amended at any time while the Bonds are outstanding and unpaid, the result of such amendment being that the pledge of the *ad valorem* tax proceeds is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, in order to preserve to the registered owners of the Bonds a security interest in such pledge, the District agrees to take such measures as it determines are reasonable and necessary to enable a filing of a security interest in said pledge to occur.

Section 23. Further Procedures. The President and the Secretary of the Board or their respective designees, and the Superintendent of Schools, and all other officers, employees, attorneys, and agents of the District, and each of them, shall be and they are hereby expressly authorized, empowered, and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge, and deliver in the name and under the seal and on behalf of the District, all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Order, the Bonds, the Paying Agent/Registrar Agreement, and the Bond Purchase Agreement. In case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery. Prior to the initial delivery of the Bonds, the President and the Secretary of the Board (or their respective designees) and Bond Counsel to the District are hereby authorized and directed to approve any technical changes or corrections to this Order or to any of the instruments authorized by this Order necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Order, (ii) obtain a rating from any of the national bond rating agencies, or (iii) obtain the approval of the Bonds by the Texas Attorney General's office.

Notwithstanding any other provision of this Order, the Authorized Representative is hereby authorized to make or approve such revisions, additions, deletions, and variations to this Order and in the form of the documents attached hereto as exhibits as, in the judgment of the Authorized Representative, and in the opinion of Bond Counsel to the District, may be necessary or convenient to carry out or assist in carrying out the purposes of this Order, the Preliminary Official Statement, the final Official Statement, or as may be required for approval of the Bonds by the Attorney General of Texas.

Section 24. Miscellaneous Provisions.

(a) Titles Not Restrictive. The titles assigned to the various sections of this Order are for convenience only and shall not be considered restrictive of the subject matter of any section or of any part of this Order.

(b) Inconsistent Provisions. All orders and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Order are hereby repealed and declared to be inapplicable, and the provisions of this Order shall be and remain controlling as to the matters prescribed herein.

(c) Severability. If any word, phrase, clause, paragraph, sentence, part, portion, or provision of this Order or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Order shall nevertheless be valid and the Board hereby declares that this Order would have been enacted without such invalid word, phrase, clause, paragraph, sentence, part, portion, or provisions.

(d) Governing Law. This Order shall be construed and enforced in accordance with the laws of the State of Texas.

(e) Open Meeting. The Board officially finds and determines that the meeting at which this Order is adopted was open to the public; and that public notice of the time, place, and purpose of such meeting was given, all as required by Chapter 551, Texas Government Code.

Section 25. Book-Entry-Only System.

(a) Unless provided otherwise in the Approval Certificate by an Authorized Representative, the Definitive Bonds shall be initially issued in the name of Cede & Co., as nominee of DTC, as Registered Owner of the Bonds, and held in custody of DTC. A single certificate will be issued and delivered to DTC for each maturity of the Bonds. Beneficial owners of Definitive Bonds will not receive physical delivery of Bond certificates except as provided hereinafter. For so long as DTC shall continue to serve as securities depository for the Bonds as provided herein, all transfers of beneficial ownership interest will be made by book-entry-only, and no investor or other person purchasing, selling, or otherwise transferring beneficial ownership of Bonds is to receive, hold, or deliver any Bond certificate. No person shall acquire or hold any beneficial interest in any Bond representing a portion of the principal amount of such Bond which is other than \$5,000 or an integral multiple thereof.

(b) Replacement Definitive Bonds may be issued directly to beneficial owners of Bonds other than DTC, or its nominee, but only in the event that (i) DTC determines not to

continue to act as securities depository for the Bonds (which determination shall become effective no less than 90 days after written notice to such effect to the District and the Paying Agent/Registrar); or (ii) the District has advised DTC of its determination (which determination is conclusive as to DTC and beneficial owners of the Bonds) that DTC is incapable of discharging its duties as securities depository for the Bonds; or (iii) the District has determined (which determination is conclusive as to DTC and the beneficial owners of the Bonds) that the interests of the beneficial owners of the Bonds might be adversely affected if such book-entry only system of transfer is continued. Upon occurrence of any event described in (i) or (ii) above, the District shall use its best efforts to attempt to locate another qualified securities depository. If the District fails to locate another qualified securities depository to replace DTC, the District shall cause to be executed, authenticated, and delivered replacement Bonds, in certificate form, to the DTC participants having an interest in the Bonds as shown on the records of DTC provided by DTC to the District. In the event that the District makes the determination described in (iii) above and has made provisions to notify the beneficial owners of Bonds of such determination by mailing an appropriate notice to DTC, it shall cause to be issued replacement Bonds in certificate form to the DTC participants having an interest in the Bonds as shown on the records of DTC provided by DTC to the District. The District undertakes no obligation to make any investigation to determine the occurrence of any events that would permit the District to make any determination described in (ii) or (iii) above.

(c) Whenever, during the term of the Bonds, the beneficial ownership thereof is determined by a book entry at DTC, the requirements in this Order of holding, delivering, or transferring Bonds shall be deemed modified to require the appropriate person or entity to meet the requirement of DTC as to registering or transferring the book entry to produce the same effect.

(d) If at any time, DTC ceases to hold the Bonds, all references herein to DTC shall be of no further force or effect.

(e) Notwithstanding any other provision of this Order to the contrary, as long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on the Bonds, and all notices with respect to such Bonds shall be made and given, respectively, in the manner provided in the representation letter of the District to DTC.

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PASSED AND APPROVED this the 16th day of December, 2019.

**MANOR INDEPENDENT SCHOOL
DISTRICT**

By: _____
President, Board of Trustees

ATTEST:

Secretary, Board of Trustees

(DISTRICT SEAL)

SCHEDULE "I"
FORM OF APPROVAL CERTIFICATE

APPROVAL CERTIFICATE

As an Authorized Representative of the Manor Independent School District (the "District"), pursuant to Section 1 of the order adopted on October 21, 2019 (the "Order") authorizing the issuance of the Manor Independent School District Unlimited Tax School Building Bonds, [Taxable] Series 20__ (the "Bonds"), I do hereby approve the following terms of the Bonds:

1. The Bonds shall be issued as serial [and term] bonds in one [Tax-Exempt or Taxable] Series designated the "Manor Independent School District Unlimited Tax School Building Bonds, [Taxable] Series 20__", shall be dated _____, 20__ (the "Dated Date"), shall be numbered from R-1 upwards (except that the Initial Bond shall be numbered T-1) and shall mature and bear interest from the [Dated Date/Delivery Date] as follows:

Date of Stated Maturity (_____)	Principal Amount (\$)	Interest Rate (%)
--	----------------------------------	------------------------------

*
*

*Term Bonds

2. The total principal amount of the Bonds is \$_____ and such amount does not cause the aggregate maximum principal amount provided in Section 1 of the Order to be exceeded.

3. Interest on the Bonds shall be payable on _____, 20__ and each _____ and _____ thereafter until maturity or prior redemption and will be calculated on the basis of a 360-day year consisting of twelve 30-day months.

4. The Bonds are hereby sold and shall be delivered to _____ (collectively, the "Underwriters") pursuant to the terms of the Purchase Contract, dated the date hereof, between the District and the Underwriters for cash at a purchase price of \$_____ (representing the principal amount of the Bonds, plus an original issue reoffering premium on the Bonds of \$_____, less an Underwriters' discount of \$_____) and [no accrued interest or accrued interest in the amount of \$_____].

5. The proceeds of the Bonds shall be applied as set forth in Schedule I hereto. The Construction Fund, which is hereby authorized to be created, is to be used for the purposes as provided in the Order.

6. [The Bonds maturing on _____ in each of the years 20__ and 20__ (the "Term Bonds") are subject to mandatory sinking fund redemption annually, on _____ of the years and in the principal amounts set forth below, plus accrued interest from the most recent interest payment date on which interest has been paid or fully provided for, to the redemption date:

\$ _____ Term Bond due _____, 20__

Mandatory Redemption Dates (_____)	Principal Amount (\$)
---------------------------------------	--------------------------

* Stated Maturity

\$ _____ Term Bond due _____, 20__

Mandatory Redemption Dates (_____)	Principal Amount (\$)
---------------------------------------	--------------------------

* Stated Maturity

The principal amount of a Term Bond required to be redeemed pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the District, by the principal amount of any Term Bond of such stated maturity which, at least 50 days prior to the mandatory sinking fund redemption date, (1) shall have been defeased or acquired by the District and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased

and canceled by the Paying Agent/Registrar at the request of the District with money in the Interest and Sinking Fund, or (3) shall have been redeemed pursuant to the optional redemption provisions, if any, set forth below and not theretofore credited against a mandatory sinking fund redemption requirement.]

The District reserves the right, at its option, to redeem prior to stated maturity, the Bonds maturing on or after _____, 20__, in whole or in part, on _____, 20__, and on any date thereafter, at a price of par plus accrued interest on the principal amounts called for redemption to the date fixed for redemption. If less than all of the Bonds are redeemed, the particular Bonds or portions thereof to be redeemed shall be selected at random and by lot by the Paying Agent/Registrar on behalf of the District.

The Bonds may be redeemed only in integral multiples of \$5,000 of principal amount. If a Bond subject to redemption is in a denomination larger than \$5,000, a portion of such Bond may be redeemed, but only in integral multiples of \$5,000. In selecting portions of Bonds for redemption, the Registrar shall treat each Bond as representing that number of Bonds of \$5,000 denomination which is obtained by dividing the principal amount of such Bond by \$5,000. Upon surrender of any Bond for redemption in part, the Registrar, in accordance with the provisions of the Order, shall authenticate and deliver in exchange therefore a Bond or Bonds of like maturity and interest rate in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered.

If less than all of the Bonds of any maturity are to be redeemed, the District shall determine the amounts of each maturity or maturities to be redeemed and shall direct the Paying Agent/Registrar to select by lot the Bonds, or portions thereof, within such maturity or maturities to be redeemed. If a Bond (or any portion of the principal sum thereof) shall have been called for redemption and notice of such redemption shall have been given, such Bond (or the principal amount thereof to be redeemed) shall become due and payable on such redemption date and interest thereon shall cease to accrue from and after the redemption date, provided funds for the payment of the redemption price and accrued interest thereon are held by the Paying Agent/Registrar on the redemption date.

Not less than thirty (30) days prior to redemption date for the Bonds, notice of such redemption shall be sent by U.S. mail, first class postage prepaid, in the name of the District to each registered Owner of a Bond to be redeemed in whole or in part at the address of such Owner appearing on the Register at the close of business on the Business Day next preceding the date of mailing. Such notices shall state the redemption date, the redemption price, the place at which bonds are to be surrendered for payment and, if less than all Bonds outstanding are to be redeemed, the numbers of Bonds or portions thereof to be redeemed. Any notice of redemption so mailed as provided in this Section will be conclusively presumed to have been duly given, whether or not the registered Owner receives such notice. By the date fixed for redemption, due provision shall be made with the Registrar for payment of the redemption price of the Bonds or portions thereof to be redeemed. When Bonds have been called for redemption in whole or in part, notice of redemption has been given as herein provided and due provision has been made to redeem the same, the Bonds or portions thereof so redeemed shall no longer be regarded to be outstanding, except for the purpose of receiving payment solely from the funds so provided for redemption, and

interest which would otherwise accrue after the redemption date on any Bond or portion thereof called redemption shall terminate on the date fixed for redemption.

With respect to any optional redemption of the Bonds, unless the Paying Agent/Registrar has received funds sufficient to pay the principal and premium, if any, and interest on the Bonds to be redeemed before giving of a notice of redemption, the notice of redemption may state the District may condition redemption on the receipt by the Paying Agent/Registrar of such funds on or before the date fixed for the redemption, or on the satisfaction of any other prerequisites set forth in the notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient funds are not received, the notice shall be of no force and effect, the District shall not redeem the Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, that the Bonds have not been redeemed.

7. The price to be paid for the Bonds is _____% and the net effective per annum interest rate of the Bonds is _____% which is less than 5.000% as provided in Section 1 of the Order.

8. The Bonds shall be in the form as set forth in Exhibit "A" attached to this Certificate.

9. The Delivery Date for the Bonds is scheduled for _____, 20__.

10. The Preliminary Official Statement dated _____, 20__ has been received by the undersigned and is hereby approved and deemed final as of its date (subject to the permissible omissions described in Rule 15c2-12) within the meaning of the provisions of 17 C.F.R § 250.15c2-12(b)(1). Based upon this review, the Underwriters are authorized to distribute the Preliminary Official Statement in its offering and sale of the Bonds.

11. The sale terms of the Bonds were the most reasonably advantageous, available or in the best interest of the District.

12. The following securities are hereby selected as the Governmental Obligations for purposes of the Order: [(a) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America, (b) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the District authorizes the defeasance, are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent, (c) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that on the date the governing body of the District adopts or approves the proceedings authorizing the financial arrangements, are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent, and (d) any additional securities and obligations hereafter authorized by State law as eligible for use to accomplish the discharge of obligations such as the Bonds.]

13. _____ is hereby selected as the Paying Agent/Registrar.
14. _____ are hereby selected as the rating agencies.
15. Capitalized terms not otherwise defined herein have the meaning assigned in the Order.

[The remainder of this page intentionally left blank]

EXECUTED AND DELIVERED this _____, 2019.

**MANOR INDEPENDENT SCHOOL
DISTRICT**

By: _____
Name: _____
Title: _____

SCHEDULE I

SOURCES AND APPLICATION OF FUNDS

The proceeds of the Bonds shall be applied as set forth below:

Sources:

Principal of the Bonds	\$
Original Issue Reoffering	
Premium/Discount	
[Accrued Interest]	_____
Total	\$ _____

Application of Funds:

Underwriters' Discount	\$
Costs of Issuance	
Deposit to Construction Fund	
[Deposit to Interest and Sinking	
Fund]	
Rounding Amount	_____
Total	\$ _____

EXHIBIT "A"

[FORM OF DEFINITIVE BONDS]

United States of America
State of Texas
County of Travis

**MANOR INDEPENDENT SCHOOL DISTRICT
UNLIMITED TAX SCHOOL BUILDING BOND, [TAXABLE] SERIES 20__**

NUMBER DENOMINATION
R-_____ \$ _____
REGISTERED REGISTERED

INTEREST DATED DATE DELIVERY DATE MATURITY DATE CUSIP NO.
RATE
_____% _____, 20__ _____, 20__ _____, 20__ 798781____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: (\$ _____)

MANOR INDEPENDENT SCHOOL DISTRICT (the "District"), a political subdivision of the State of Texas, promises to pay to the Registered Owner, specified above, or registered assignees (the "Registered Owner") on the Maturity Date, specified above, upon presentation and surrender of this Bond at the designated payment office of _____, or its successor (the "Paying Agent/Registrar"), the Principal Amount, specified above, in lawful money of the United States of America, and to pay interest thereon at the Interest Rate, specified above, calculated on the basis of a 360-day year of twelve 30-day months, from the later of the [Dated/Delivery] Date, specified above, or the most recent interest payment date to which interest has been paid or duly provided for. Interest on this Bond is payable by check on _____, 20__, and each _____ and _____ thereafter, mailed to the Registered Owner of record as shown on the books of registration kept by the Paying Agent/Registrar (the "Register"), as of the date which is the close of business on the [last business/fifteenth] day of the month preceding the interest payment date (the "Record Date") or in such other manner as may be acceptable to the Registered Owner and the Paying Agent/Registrar. CUSIP number identification with appropriate dollar amount of payment pertaining to each CUSIP number (if more than one CUSIP number) must accompany all payments of interest and principal, whether by check or wire transfer. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment thereof have been received from the District. Notice of the Special Record Date and of the scheduled payment date of the past due payment (the "Special Payment Date," which shall be 15 calendar days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of the Registered Owner appearing on the books of the Paying Agent/Registrar at the close of business on the last day next preceding the date of mailing of such notice. The District covenants with the Registered Owner that no later than each principal installment payment date

and interest payment date for this Bond it will make available to the Paying Agent/Registrar the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bond, when due, in the manner set forth in the Order defined below.

THIS BOND is one of a series of Bonds, dated as of _____, 20__ (the "Bonds"), of like designation and tenor, except as to number, interest rate, denomination, and maturity issued pursuant to the Order adopted by the Board of Trustees of the District on October 21, 2019, (the "Order"), in the original aggregate principal amount of \$_____ for the purpose of providing money for constructing, renovating, acquiring and equipping school buildings, the purchase of the necessary sites for school buildings and the purchase of new school buses and other new vehicles to be used for student transportation and to pay costs of issuance of the Bonds by virtue of the laws of the State of Texas, including particularly Sections 45.001 and 45.003(b)(1), Texas Education Code, as amended and Chapter 1371, Texas Government Code, as amended.

[THE BONDS MATURING ON _____ in each of the years 20__ and 20__ are subject to mandatory sinking fund redemption annually, on _____ of the years and in the principal amounts set forth below, plus accrued interest from the most recent interest payment date on which interest has been paid or fully provided for, to the redemption date:

\$ _____ Term Bond due _____, 20__

Mandatory Redemption Dates (_____)	Principal Amount (\$)
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*

* Stated Maturity

\$ _____ Term Bond due _____, 20__

Mandatory Redemption Dates (_____)	Principal Amount (\$)
---------------------------------------	--------------------------

*

* Stated Maturity

The principal amount of a Term Bond required to be redeemed pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the District, by the principal amount of any Term Bond of such stated maturity which, at least 50 days prior to the mandatory sinking fund redemption date, (1) shall have been defeased or acquired by the District and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the District with money in the Interest and Sinking Fund, or (3) shall have been redeemed pursuant to the optional redemption provisions, if any, set forth below and not theretofore credited against a mandatory sinking fund redemption requirement.]

THE DISTRICT RESERVES THE RIGHT, at its option, to redeem prior to maturity, the Bonds maturing on or after _____, 20__, in whole or in part, on _____, 20__, and on any date thereafter, at a price of par plus accrued interest on the principal amounts called for redemption to the date fixed for redemption. If less than all of the Bonds are redeemed, the particular Bonds or portions thereof to be redeemed shall be selected at random and by lot by the Paying Agent/Registrar on behalf of the District.

The Bonds may be redeemed only in integral multiples of \$5,000 of principal amount. If a Bond subject to redemption is in a denomination larger than \$5,000, a portion of such Bond may be redeemed, but only in integral multiples of \$5,000. In selecting portions of Bonds for redemption, the Registrar shall treat each Bond as representing that number of Bonds of \$5,000 denomination which is obtained by dividing the principal amount of such Bond by \$5,000. Upon surrender of any Bond for redemption in part, the Registrar, in accordance with the provisions of this Order, shall authenticate and deliver in exchange therefore a Bond or Bonds of like maturity and interest rate in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered.

If less than all of the Bonds of any maturity are to be redeemed, the District shall determine the amounts of each maturity or maturities to be redeemed and shall direct the Paying Agent/Registrar to select by lot the Bonds, or portions thereof, within such maturity or maturities to be redeemed. If a Bond (or any portion of the principal sum thereof) shall have been called for redemption and notice of such redemption shall have been given, such Bond (or the principal amount thereof to be redeemed) shall become due and payable on such redemption date and interest thereon shall cease to accrue from and after the redemption date, provided funds for the payment of the redemption price and accrued interest thereon are held by the Paying Agent/Registrar on the redemption date.

Not less than thirty (30) days prior to redemption date for the Bonds, notice of such redemption shall be sent by U.S. mail, first class postage prepaid, in the name of the District to each registered Owner of a Bond to be redeemed in whole or in part at the address of such Owner appearing on the Register at the close of business on the Business Day next preceding the date of mailing. Such notices shall state the redemption date, the redemption price, the place at which bonds are to be surrendered for payment and, if less than all Bonds outstanding are to be redeemed, the numbers of Bonds or portions thereof to be redeemed. Any notice of redemption so mailed as provided in this Section will be conclusively presumed to have been duly given, whether or not the Registered Owner receives such notice. By the date fixed for redemption, due provision shall be made with the Registrar for payment of the redemption price of the Bonds or portions thereof

to be redeemed. When Bonds have been called for redemption in whole or in part, notice of redemption has been given as herein provided and due provision has been made to redeem the same, the Bonds or portions thereof so redeemed shall no longer be regarded to be outstanding, except for the purpose of receiving payment solely from the funds so provided for redemption, and interest which would otherwise accrue after the redemption date on any Bond or portion thereof called redemption shall terminate on the date fixed for redemption.

With respect to any optional redemption of the Bonds, unless the Paying Agent/Registrar has received funds sufficient to pay the principal and premium, if any, and interest on the Bonds to be redeemed before giving of a notice of redemption, the notice of redemption may state the District may condition redemption on the receipt by the Paying Agent/Registrar of such funds on or before the date fixed for the redemption, or on the satisfaction of any other prerequisites set forth in the notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient funds are not received, the notice shall be of no force and effect, the District shall not redeem the Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, that the Bonds have not been redeemed.

THE BONDS are issued pursuant to the Order whereunder the District covenants to levy a continuing, direct, annual *ad valorem* tax on taxable property within the District, without legal limitation as to rate or amount, for each year while any part of the Bonds are considered outstanding under the provisions of the Order, in a sufficient amount to pay interest on each Bond as it becomes due, to provide for the payment of the principal or maturing amounts, as appropriate, of the Bonds when due, and to pay the expenses of assessing and collecting such tax. Reference is hereby made to the Order for provisions with respect to the custody and application of the District's funds, remedies in the event of a default hereunder or thereunder, and the other rights of the Registered Owner.

THIS BOND IS TRANSFERABLE OR EXCHANGEABLE only upon presentation and surrender at the designated payment office of the Paying Agent/Registrar. If a Bond is being transferred, it shall be duly endorsed for transfer or accompanied by an assignment duly executed by the Registered Owner, or his authorized representative, subject to the terms and conditions of the Order. If a Bond is being exchanged, it shall be in the principal amount of \$5,000 or any integral multiple thereof, subject to the terms and conditions of the Order. The Registered Owner of this Bond shall be deemed and treated by the District and the Paying Agent/Registrar as the absolute owner hereof for all purposes, including payment and discharge of liability upon this Bond to the extent of such payment, and the District and the Paying Agent/Registrar shall not be affected by any notice to the contrary.

IN THE EVENT any Paying Agent/Registrar for the Bonds is changed by the District, resigns, or otherwise ceases to act as such, the District has covenanted in the Order that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owner.

IT IS HEREBY CERTIFIED, COVENANTED, AND REPRESENTED that all acts, conditions, and things necessary to be done precedent to the issuance of the Bonds in order to render the same legal, valid, and binding obligations of the District have happened and have been

accomplished and performed in regular and due time, form, and manner, as required by law; that provision has been made for the payment of the principal of and interest on, or maturing amounts of (as appropriate) the Bonds by the levy of a continuing, direct, annual *ad valorem* tax upon taxable property within the District; and that issuance of the Bonds does not exceed any constitutional or statutory limitation.

BY BECOMING the Registered Owner of this Bond, the Registered Owner thereby acknowledges all of the terms and provisions of the Order, agrees to be bound by such terms and provisions, and agrees that the terms and provisions of this Bond and the Order constitute a contract between each Registered Owner and the District.

IN WITNESS WHEREOF this Bond has been signed with the manual or facsimile signature of the President of the Board of Trustees of the District and countersigned with the manual or facsimile signature of the Secretary of the Board of Trustees (or their respective designees), and the official seal of the District has been duly impressed, or placed in facsimile, on this Bond.

MANOR INDEPENDENT SCHOOL DISTRICT

Secretary, Board of Trustees

President, Board of Trustees

(DISTRICT SEAL)



[FORM OF INITIAL BOND]

(The Initial Bond shall be in the form set forth above for the Definitive Bond, except the following shall replace the heading and the first paragraph:)

NO. T-1 \$ _____

United States of America
State of Texas
County of Travis

MANOR INDEPENDENT SCHOOL DISTRICT
UNLIMITED TAX SCHOOL BUILDING BOND, [TAXABLE] SERIES 20__

DATED DATE: _____, 20__

DELIVERY DATE: _____, 20__

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____ AND NO/100
DOLLARS (\$ _____)

MANOR INDEPENDENT SCHOOL DISTRICT (the "District"), for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner, specified above, or the registered assigns thereof (the "Registered Owner"), the Principal Amount, specified above, with principal installments payable on the date and in each of the years, and bearing interest at per annum rates in accordance with the following schedule:

Date of Stated Maturity (_____)	<u>Principal Amount (\$)</u>	<u>Interest Rate (%)</u>
---------------------------------------	----------------------------------	------------------------------

[Terms to be inserted from the schedule in Item 1 of the Approval Certificate]

INTEREST on the unpaid Principal Amount hereof from the [Dated/Delivery] Date, specified above, or from the most recent interest payment date to which interest has been paid or duly provided for until the Principal Amount has become due and payment thereof has been made or duly provided for shall be paid computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February __ and August __ of each year, commencing _____, 20__.

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The final payment of principal of this Bond shall be paid to the Registered Owner hereof upon presentation and surrender of this Bond at final maturity, at the designated payment trust office of _____, which is the "Paying Agent/Registrar" for this Bond. The payment of principal installments and interest on this Bond shall be made by the Paying Agent/Registrar to the Registered Owner hereof as shown by the Registration Books kept by the Paying Agent/Registrar at the close of business on the Record Date by check drawn by the Paying Agent/Registrar on, and payable solely from, funds of the District required to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check shall be sent by the Paying Agent/Registrar by United States mail, postage prepaid, on each such payment date, to the Registered Owner hereof at its address as it appears on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. The record date ("Record Date") for payments hereon means the close of business on the [last business/fifteenth] day of the month preceding a scheduled payment. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment thereof have been received from the District. Notice of the Special Record Date and of the scheduled payment date of the past due payment (the "Special Payment Date," which shall be 15 calendar days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of the Registered Owner appearing on the books of the Paying Agent/Registrar at the close of business on the last day next preceding the date of mailing of such notice. The District covenants with the Registered Owner that no later than each principal installment payment date and interest payment date for this Bond it will make available to the Paying Agent/Registrar the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on this Bond, when due, in the manner set forth in the Order defined below.

[FORM OF STATEMENT PUBLIC SCHOOL FUND GUARANTEE]
(To be printed on or attached to the Initial Bond only)

PSF CERTIFICATE

Under the authority granted by Article 7, Section 5 of the Texas Constitution and Subchapter C of Chapter 45 of the Texas Education Code, the payment, when due, of the principal of and interest on the issuance by the Manor Independent School District of its Unlimited Tax School Building Bonds, [Taxable] Series 20__, dated _____, 20__, in the principal amount of \$_____ is guaranteed by the corpus of the Permanent School Fund of the State pursuant to the bond guarantee program administered by the Texas Education Agency. This guarantee shall be removed in its entirety upon defeasance of such bonds.

Reference is hereby made to the continuing disclosure agreement of the Texas Education Agency, set forth in Section I of the Agency's Investment Procedure Manual and the Agency's commitment letter for the guarantee. Such disclosure agreement has been made with respect to the bond guarantee program, in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission, for the benefit of the holders and beneficial owners of the bonds.

In witness thereof I have caused my signature to be placed in facsimile on this bond.

/s/ Mike Morath
MIKE MORATH
Commissioner of Education

[FORM OF REGISTRATION CERTIFICATE OF THE COMPTROLLER OF
PUBLIC ACCOUNTS]

(To be printed on or attached to the Initial Bond only)

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

I hereby certify that this Bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this _____.

(COMPTROLLER'S SEAL)

Comptroller of Public Accounts, State of
Texas

[FORM OF AUTHENTICATION CERTIFICATE]
(To be printed or attached to definitive bonds only)

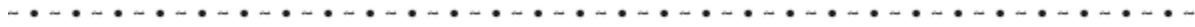
AUTHENTICATION CERTIFICATE

It is hereby certified that this Bond has been issued under the provisions of the Order described on the face of this Bond; and that this Bond has been issued in conversion of and exchange for or replacement of a bond, bonds, or a portion of a bond or bonds of an issue which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

As Paying Agent/Registrar

Date of Authentication: _____

By: _____
Authorized Signature



[FORM OF ASSIGNMENT]
(To be printed or attached to definitive bonds only)

For value received, the undersigned hereby sells, assigns and transfers unto (Please print or type name, address, and zip code of Transferee) _____

(Please insert Social Security Number or Taxpayer Identification Number of Transferee): _____ the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer such bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Bond in every particular, without alteration or enlargement or any change whatsoever.

[END OF FORM]

EXHIBIT "A"

FORM OF PAYING AGENT/REGISTRAR AGREEMENT

PAYING AGENT/REGISTRAR AGREEMENT

THIS AGREEMENT (the "Agreement"), is entered into as of _____, 2020, by and between Manor Independent School District, and _____, a national banking association duly organized and existing under the laws of the United States of America and authorized to do business in the State of Texas (the "Bank").

RECITALS

The District has duly authorized and provided for the issuance of its bonds, entitled "Manor Independent School District Unlimited Tax School Building Bonds, [Taxable] Series 2020" (the "Bonds"), to be issued as fully registered bonds;

All things necessary to make the Bonds the valid obligations of the District, in accordance with their terms, will be done upon the issuance and delivery thereof;

The District and the Bank wish to provide the terms under which the Bank will act as Paying Agent/Registrar to pay the principal of and interest on the Bonds, in accordance with the terms thereof, and under which the Bank will act as Paying Agent/Registrar for the Bonds;

The District and the Bank have duly authorized the execution and delivery of this Agreement; and all things necessary to make this Agreement the valid agreement of the parties, in accordance with its terms, have been done.

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE 1 APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

Section 1.1. Appointment.

The District hereby appoints the Bank to act as Paying Agent with respect to the Bonds, to pay to the Registered Owners of the Bonds, in accordance with the terms and provisions of this Agreement and the Bond Order, the principal of and interest on all or any of the Bonds.

The District hereby appoints the Bank as Registrar with respect to the Bonds.

The Bank hereby accepts its appointment, and agrees to act as Paying Agent and Registrar.

Section 1.2. Compensation.

As compensation for the Bank's Services as Paying Agent and Registrar, the District hereby agrees to pay the Bank the fees set forth in the Bank's fee schedule, then in effect for services as Paying Agent/Registrar for municipalities, attached as Exhibit "A" hereto. The Bank reserves the right to amend the fee schedule at any time provided the Bank shall have furnished the District with a written copy of such amended fee schedule at least 75 days prior to the date that the new fees are to become effective.

The District agrees to pay the Bank for any and all extraordinary/additional fees incurred in executing and following prudent and required procedures regarding a full or partial refunding of the Issues.

In addition, the District agrees to reimburse Bank upon its request for all reasonable expenses, disbursements and advancements (including the reasonable compensation and expenses) made by Bank pursuant to, or as a result of, any of the provisions thereof.

ARTICLE 2 DEFINITIONS

Section 2.1. Definitions.

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

"Bank" means _____, a national banking corporation duly organized and existing under the laws of the United States of America, and any successors thereto pursuant to Section 4.7 hereof.

"Bond or Bonds" means any one or all of the MANOR INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX SCHOOL BUILDING BONDS, [TAXABLE] SERIES 2020, dated _____, 2020, in the amount of \$_____.

"District" means Manor Independent School District.

"Financial Advisor" means Specialized Public Finance Inc. or any successors thereto.

"Bond Order" shall collectively mean the Order of the District, approved December 16, 2020, and the Approval Certificate, executed by an Authorized Representative on _____, 2020, pursuant to which the Bonds are issued.

"Paying Agent" means the Bank when it is performing the function of paying agent.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government of any entity whatsoever.

"Registrar" means the Bank when it is performing the function of registrar.

"Registered Owner or Owners" shall mean the person or entity in whose name any Bond is registered in the Registrar.

All other capitalized terms shall have the meanings assigned in the Bond Order.

**ARTICLE 3
DUTIES OF THE BANK**

Section 3.1. Initial Delivery of Bonds.

The Bonds will be initially registered and delivered to the purchaser designated by the District as set forth in the Bond Order. If such purchaser delivers a written request to the Bank not later than two business days prior to the date of initial delivery, the Bank will, on the date of initial delivery, exchange the Bonds initially delivered for Bonds of authorized denominations, registered in accordance with the instructions in such request and the Bond Order.

Section 3.2. Duties of Paying Agent.

As Paying Agent, the Bank shall, provided adequate funds have been provided to it for such purpose by or on behalf of the District, pay on behalf of the District the principal of and interest of each Bond in accordance with the provisions of the Bond Order.

No provisions of this Agreement shall require the Paying Agent to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it. The Paying Agent may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon. The Paying Agent may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys of the Paying Agent.

Section 3.3. Duties of Registrar.

The Bank shall provide for the proper registration of the Bonds and the exchange, replacement and registration of transfer of the Bonds, in accordance with the provisions of the Bond Order. The Bank will maintain the books of registration in accordance with the Bank's general practices and procedures in effect from time to time.

Section 3.4. Unauthenticated Bonds.

The District shall provide an adequate inventory of unauthenticated Bonds to facilitate transfers. The Bank covenants that it will maintain such unauthenticated Bonds in safekeeping and will use reasonable care in maintaining such Bonds in safekeeping, which shall be not less than the care it maintains for debt securities of other government entities or corporations for which it serves as registrar, or which it maintains for its own debt securities.

Section 3.5. Reports.

The Bank will provide the District, upon payment of any required fee, reports not less often than once each three months, which reports will describe in reasonable detail all transactions pertaining to the Bonds and the books of registration. The District may also inspect and make copies

of the information in the books of registration at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

The Bank will not release or disclose the content of the books of registration to any person other than to, or at the written request of, an authorized officer or employee of the District, except upon receipt of a subpoena, court order or as otherwise required by law. Upon receipt of a subpoena, court order or other lawful request, the Bank will notify the District immediately so that the District may contest the subpoena, court order or other request, provided Bank is not prohibited from providing such notice.

Section 3.6. Canceled Bonds.

All Bonds surrendered for payment, transfer, exchange or replacement, if surrendered to the Bank, shall be promptly canceled by it and, if surrendered to the District, shall be delivered to the Bank and, if not already canceled, shall be delivered to the Bank for cancellation. Any Bonds previously authenticated and delivered which the District may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly canceled by the Bank. All canceled Bonds held by the Bank shall be treated in accordance with the Bank's document retention policy.

Section 3.7. Reliance on Documents, Etc.

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certifications or opinions furnished to the Bank by the District.

(b) The Bank shall not be liable to the District for actions taken under this Agreement as long as it acts in good faith and exercises due diligence, reasonableness and care, as prescribed by law, with regard to its duties hereunder. The Bank shall have only the duties expressly set forth herein and in the Bond Order, and there shall be no implied obligation or duties of the Bank.

(c) This Agreement is not intended to require the Bank to expend its own funds for performance of any of its duties hereunder.

(d) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys.

(e) The Bank may rely and shall be protected by the District against any claim by the District or any Person in acting or refraining from acting upon any order, certificate, statement, instrument, opinion, report, notice, request, direction, consent, ordinance, bond, vote, security or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality of the foregoing statement, the Bank need not examine the ownership of a Bond, but is protected in acting upon the receipt of a Bond containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Holder or an agent of the Holder. Bank shall not be bound to make any investigation into the facts or matters stated in an order, certificate statement, instrument, opinion, report, notice, request, direction, consent, ordinance, bond, note, security or other paper or document supplied by District.

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

(g) The Bank is authorized to receive the purchase price of and, if applicable, accrued interest on the Bonds from the underwriter of the Bonds and to transfer said funds relating to the closing and initial delivery of the Bonds in the manner disclosed in the closing memorandum as prepared by the District's Financial Advisor or other agent. The Bank may act on a facsimile or electronic mail transmission of the closing memorandum acknowledged by the District or the District's Financial Advisor as the final closing memorandum. The Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions.

Section 3.8. Money Held by Bank.

Money held by the Bank hereunder shall be held in trust for the benefit of the Registered Owners of the Bonds.

The Bank shall be under no obligation to pay interest on any money received by it hereunder.

All money deposited with the Bank hereunder shall be secured in the manner and to the fullest extent required by law for the security of funds of the District and shall be continuously collateralized by securities or obligations which qualify and are eligible under the laws of the State of Texas to secure and be pledged as collateral for deposits of public funds by an instrumentality and political subdivision of the State of Texas to the extent that such money is not insured by the Federal Deposit Insurance Corporation.

Any money deposited with the Bank for the payment of the principal, redemption premium, if any, or interest on any Bond and remaining unclaimed by the Registered Owner after the expiration of three years from the date such funds have become due and payable shall be reported and disposed of by the Bank in accordance with the provisions of Texas law including, to the extent applicable, Title 6 of the Texas Property Code, as amended. To the extent such provisions of the Property Code do not apply to the funds; such funds shall be paid by the Bank to the District upon receipt of a

written request therefor from the District. The Bank shall have no liability to the Registered Owners of the Bonds by virtue of actions taken in compliance with the foregoing provision. To the extent authorized by law, the District will indemnify and hold the Bank harmless from any liability for actions taken in compliance herewith, and the Bank shall not be answerable except for its own neglect or default, nor for any loss unless the same shall have been through its negligence or want of good faith.

Section 3.9. Maintaining Books.

The Bank shall either maintain the books of registration or provide electronic access to the books of registration at a place within the state as required by Section 1203.023, Texas Government Code.

Section 3.10. May Own Bonds.

The Bank, in its individual or any other capacity, may become the owner or pledgee of Bonds and may otherwise deal with the District with the same rights it would have if it were not the Paying Agent and Registrar for the Bonds.

Section 3.11. Depository Trust Company.

It is hereby represented and warranted that, in the event the Bonds are otherwise qualified and accepted for "Depository Trust Company" services or equivalent depository trust services by other organizations, the Bank has the capability and, to the extent within its control, will comply with the "Operational Arrangements", promulgated from time to time by The Depository Trust Company, which establishes requirements for securities to be eligible for the timeliness of payments and funds availability, transfer turnaround time, and notification of redemptions and calls.

**ARTICLE 4
MISCELLANEOUS PROVISIONS**

Section 4.1. Amendment.

This Agreement may be amended only by an agreement in writing signed by both of the parties hereof.

Section 4.2. Assignment.

This Agreement may not be assigned by either party without the prior written consent of the other.

Section 4.3. Notices.

Any request, demand, authorization, direction, notice, consent, waiver or other document provided or permitted hereby to be given or furnished to the District or the Bank shall be mailed or delivered to the District or the Bank, respectively, at the addresses shown herein, or such other address as may have been given by one party to the other by 15 days written notice.

Section 4.4. Effect of Headings.

The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 4.5. Successors and Assigns.

All covenants and agreements herein by the District and the Bank shall bind their successors and assigns, whether so expressed or not.

Section 4.6. Severability.

If any provision of this Agreement shall be invalid or unenforceable, the validity and enforceability of the remaining provisions hereof shall not in any way be affected or impaired.

Section 4.7. Benefits of Agreement.

Nothing herein, expressed or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy or claim hereunder.

Section 4.8. Bond Order Governs Conflict.

This Agreement and the Bond Order constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent and Registrar and if any conflict exists between this Agreement and the Bond Order, the Bond Order shall govern.

Section 4.9. Term and Termination.

This Agreement shall be effective from and after its date and may be terminated for any reason by the District or the Bank at any time upon 60 days written notice; provided, however, that no such termination shall be effective until a successor has been appointed and has accepted the duties of the Bank hereunder. In the event of early termination regardless of circumstances, the Bank shall deliver to the District or its designee all funds, Bonds and all books and records pertaining to the Bank's role as Paying Agent and Registrar with respect to the Bonds, including, but not limited to, the books of registration. If no successor has been appointed within sixty (60) days following any notice of termination, the Bank shall have the right to petition a court of competent jurisdiction for appointment of a successor.

Section 4.10. Governing Law.

This Agreement shall be construed in accordance with and shall be governed by the laws of the State of Texas.

Section 4.11. No Boycott of Israel.

The Bank hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a

contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, ‘boycott Israel’ means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Bank understands ‘affiliate’ to mean an entity that controls, is controlled by, or is under common control with the Bank and exists to make a profit.

Section 4.12. Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organizations Prohibited.

The Bank represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer’s internet website:

<https://comptroller.texas.gov/purchasing/docs/sudanlist.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/ftolist.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Bank and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Bank understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with the Bank and exists to make a profit.

Section 4.13. Exemption from Disclosure Form.

The Bank represents and warrants that it is exempt from the requirements of Section 2252.908 of the Texas Government Code, as amended, pursuant to subsection (c)(4) thereof, and, accordingly, the Bank is not required to file a Certificate of Interested Parties Form 1295 otherwise prescribed thereunder.

Section 4.14. Counterparts.

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

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**MANOR INDEPENDENT SCHOOL
DISTRICT**

By: _____
Name: _____
Title: _____

Address: 10335 U.S. Highway 290E
Manor, Texas 78653

ATTEST:

Secretary, Board of Trustees

(DISTRICT SEAL)

[PAYING AGENT/REGISTRAR]

By: _____

Name: _____

Title: _____

Address:

Attn: _____

EXHIBIT A

PAYING AGENT/REGISTRAR FEES

EXHIBIT "B"

DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

(The following information is referred to in Section 21 of this Order and is to be completed upon the sale of a series of Bonds)

Annual Financial Statements and Operating Data.

The financial information and operating data with respect to the District to be provided annually in accordance with such Section are as specified (and included in the Appendices or under the headings of the Official Statement referred to) below:

All quantitative financial information and operating data with respect to the District of the general type included in the Official Statement in Appendix _ (Tables _ - __) exclusive of the table "Estimated Overlapping Debt" and in Appendix __. Additionally, tables which provide neither quantitative financial information nor operating data for the District, including, but not limited to "Authorized but Unissued Bonds" will not be included in the District's annual filings.

Accounting Principles.

The accounting principles, with respect to the District, referred to in such Section are the accounting principles described in the notes to the financial statements referred to in paragraph 1 above, as such principles may be changed from time to time to comply with state law or regulation.

Manor Independent School District
Board of Trustee Meeting Agenda Item
December 16, 2019

ACTION ITEM SHEET

RE: CONSIDERATION AND APPROVAL OF A RESOLUTION AUTHORIZING THE DEFEASANCE OF CERTAIN PORTIONS OF THE DISTRICT'S CURRENTLY OUTSTANDING OBLIGATIONS, AND OTHER MATTERS RELATED THERETO

Supporting Documents:

1. Resolution authorizing the defeasance of a portion of the District's current outstanding debt.

District Goals:

Goal 5: RESOURCES – Allocate resources with a relentless focus on efficiency and effectiveness based on priorities of student success.

Background Information:

In combination with the Parameter Order to sell new bonds that will be used in construction projects, the District wishes to defease (pay off) a portion of its existing debt with funds available from the Debt Service Fund.

Fiscal Implications:

Approximately \$16,600,000.

Administrative Recommendation:

Accept the Resolution as presented.

Arthur Martin

Contact Person

Royce Avery

Approved by Superintendent

RESOLUTION AUTHORIZING THE DEFEASANCE OF CERTAIN PORTIONS OF THE DISTRICT'S CURRENTLY OUTSTANDING OBLIGATIONS, AND OTHER MATTERS RELATED THERETO

WHEREAS, the Manor Independent School District (the "District") has heretofore authorized the issuance of the District's Unlimited Tax School Building Bonds, Series 2011, Unlimited Tax Refunding Bonds, Series 2013 and Unlimited Tax School Building Bonds, Series 2014 (collectively, the "Bonds");

WHEREAS, the Bonds are outstanding;

WHEREAS, the District wishes to defease a portion of the Bonds and realize interest payment savings.

WHEREAS, upon the defeasance of such portion of the Bonds, such Bonds shall no longer be regarded as outstanding or unpaid;

WHEREAS, the Board of Trustees of the District hereby finds and declares a public purpose and deems it advisable to defease such portions of the Bonds as selected by a District Representative (defined herein) in order to realize interest payment savings;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF MANOR INDEPENDENT SCHOOL DISTRICT THAT:

Section 1. The Board of Trustees hereby authorizes and directs the defeasance of the Bonds in such amounts as determined by the District Superintendent of Schools or Chief Financial Officer (each a "District Representative") and further directs the District Representatives to take any and all necessary action needed for the defeasance of the Bonds, including selecting those certain maturities of the Bonds to be defeased, the publication of the Notices of Redemption and Defeasance, and the establishment of an escrow (including selecting certain governmental securities, if any, to be held in escrow) for payment of the Bonds. The Board of Trustees further directs the District Representative, upon the selection of Bonds to be defeased, to complete Schedule I attached hereto which upon completion is deemed incorporated hereto for all purposes.

Section 2. Further Procedures. The officers and employees of the District are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the District all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Resolution. In addition, the President and Secretary of the Board, the Superintendent of Schools, and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Resolution or to any of the instruments authorized by this Resolution necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Resolution, or (ii) obtain the defeasance opinion of Bond Counsel. In case any officer of the District whose signature shall appear on any certificate shall cease to be such officer before the delivery of such certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 3. Open Meeting. It is hereby officially found and determined that the meeting at which this Resolution was adopted was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by the Open Meetings Law, Chapter 551, Texas Government Code, as amended.

Section 4. Effective Date. This Resolution shall be in full force and effect from and upon its adoption.

Section 5. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 6. Repealer. All orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

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PASSED AND APPROVED, this the 16th day of December, 2019.

**MANOR
INDEPENDENT SCHOOL DISTRICT**

By: _____
President, Board of Trustees

ATTEST:

Secretary, Board of Trustees

(DISTRICT SEAL)

SCHEDULE I
DEFEASED BONDS

November 2019 Board Meeting

Change of Assignment

Personnel Action Type	Name	Last name	First name	Position Title	Campus/Dept.	Reason/Justification	Date	Funding Source	Previous Annual Salary	New Annual Salary	Allowances/Stipends

New Hires

Personnel Action Type	Name	Last name	First name	Position Title	Campus/Dept.	Replacing	Date	Funding Source	Previous Annual Salary	New Annual Salary	Allowances/Stipends
New Hires	Chalambaga, Heather	Chalambaga	Heather	5th Grade Teacher	Pioneer Crossing Elementary	Nicole Davis	11/20/19	Local Budget	\$50,880	No Change.	
New Hires	Dickson, Dominique	Dickson	Dominique	Communications Life Skills Educational Associate	Presidential Meadows Elementary	Maria Garcia	11/19/19	Local Budget	\$19,477.92	No Change.	
New Hires	Williams, Cashele	Williams	Cashele	Functional Academics Educational Associate	Presidential Meadows Elementary	Alexander Ybarra	12/2/19	Local Budget	\$19,477.92	No Change.	
New Hires	Aguilar, Maria	Aguilar	Maria	Food Service Assistant	Senior High School	Tolentina Ruiz	11/20/19	Local Budget	\$13,168.75	No Change.	Uniform Allowance
New Hires	Porter-Altema, Ronda	Porter-Altema	Ronda	5th Grade ESL Teacher	ShadowGlen Elementary	Michelle Kelley	10/1/19	Local Budget	\$49,780.00	No Change.	
New Hires	Garza, Daniel	Garza	Daniel	Special Education (Hospital Setting) Teacher	Special Education	Sontosha Orbin	12/2/19	Local Budget	\$49,680	No Change.	
New Hires	Jackson, Harvey	Jackson	Harvey	Bus Driver	Transportation	Rachel Brown	11/20/19	Local Budget	\$21,000	No Change.	
New Hires	Marcano, Hector	Marcano	Hector	Bus Driver	Transportation	William Garcia	11/15/19	Local Budget	\$21,000	No Change.	

Separations

Personnel Action Type	Name	Last name	First name	Position Title	Campus/Dept.	Reason	Justification	Date	Funding Source	Previous Annual Salary	New Annual Salary	Human Resources Comments:
Separations	Joyce, Danthia	Joyce	Danthia	Sr. Administrative Associate	Bluebonnet Trail Elem	Resignation (Timely)	Better Opportunity	12/13/2019	Local Funded	\$36,847.04		
Separations	Thompson, Leslie	Thompson	Leslie	LVN	Bluebonnet Trail Elem	Resignation (Timely)	Work Conditions	12/11/2019	Local Funded	\$30,888.96		
Separations	Hassanali, Zoheb	Hassanali	Zoheb	Communications Specialist	Communications	Resignation (Timely)	Better Opportunity	12/20/2019	Local Funded	\$57,695.54		
Separations	Joseph, Tamonica	Joseph	Tamonica	Family Resource Specialist	Counseling & Guidance	Resignation (Timely)	Relocation	12/20/2019	Local Funded	\$44,571.25		
Separations	Wilson, Nakeenya	Wilson	Nakeenya	AVID Teacher	Decker Middle School	Resignation (Timely)	Personal Reasons	1/6/2019	Local Funded	\$50,980.00		
Separations	Vasquez, Jessica	Vasquez	Jessica	Attendance Associate	New Tech Middle School	Resignation (Timely)	Personal Reasons	11/22/2019	Local Funded	\$24,396.00		
Separations	Pena, Mario	Pena	Mario	Help Desk Technician	Technology Services	Resignation (Timely)	Personal Reasons	12/6/2019	Local Funded	\$45,850.88		

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Personnel Actions						
Personnel Action Type	Name	Campus/Dept.	Recommendation Date	Funding Source	Annual Salary	Position Title
Replacement	Ramirez, Francisco	NTMS		Local		Principal

Justification
Replacing Christopher Smith

APPRAISAL REPORT

OF

**0.377 ACRE OR 16,402 SQ. FT. OF LAND SLATED TO BE A WASTEWATER
EASEMENT EXTENDING SOUTHWEST FROM DAFFAN LANE,
ROUGHLY 978' NORTHWEST OF DECKER LANE**

AUSTIN, TRAVIS COUNTY, TEXAS 78724 *

CENSUS TRACT 484530022023032

* **The property is located within an unincorporated part of Travis County but has an Austin mailing address**

DATE OF APPRAISAL / INSPECTION: NOVEMBER 7, 2019

DATE OF REPORT: NOVEMBER 11, 2019

PREPARED FOR & AUTHORIZED BY

**MS. ANA PADILLA
DEVELOPMENT PROJECT MANAGER
THE NRP GROUP
1228 EUCLID AVENUE, 4TH FLOOR
CLEVELAND, OH 44115**

PREPARED BY

**DAVID L. PALLANTE AND ASSOCIATES, L.L.C.
7062-B LAKEVIEW HAVEN, SUITE 116
HOUSTON, TEXAS 77095**

David L. Pallante and Associates, L.L.C.

Real Estate Appraisers • Consultants

7062-B LAKEVIEW HAVEN DRIVE • SUITE 116 • HOUSTON, TX 77095

PHONE (281) 855-9410 • FAX (832) 476-2133

E-MAIL: dpallante@sbcglobal.net

November 11, 2019

Ms. Ana Padilla
Development Project Manager
The NRP Group
1228 Euclid Avenue, 4th Floor
Cleveland, OH 44115

DLP Job No. 081-19

RE: Appraisal Report as to the estimated Market Value of a 0.377 acre or 16,402 sq. ft. tract of vacant land slated to be a wastewater easement extending southwest from Daffan Lane, roughly 978' northwest of Decker Lane, Travis County, Texas.

Dear Ms. Padilla:

We are pleased to submit this appraisal report covering the above-described property which is part of the following tax identification number:

Travis CAD #: 442038 (15.911 Acres)

The intended use of this appraisal is to develop an estimate of market value of the proposed wastewater easement out of a 15.911 acre site (the subject's whole property) as of November 6, 2019. The **intended user** is the NRP Group and the TDHCA. The **purpose of the appraisal** will be to provide an estimate of Market Value to aid the client in determining an appropriate purchase price for the proposed wastewater easement.

The investigation has been conducted in accordance with accepted appraisal procedures and conforms with the code of professional ethics and standards of professional conduct of the Appraisal Institute and the Uniform Standards of Professional Appraisal Practice (USPAP). In addition, this appraisal conforms to the Texas Department of Housing and Community Affairs (TDHCA) 2018 Real Estate Analysis Rules and Guidelines. **We have read and understand the requirements of Section §10.304 of the Appraisal Rules and Guidelines.**

HOUSTON
(281) 855-9410

• **DENVER**
(303) 674-8514

• **DETROIT**
(586) 677-7494

• **AUSTIN**
(713) 269-9699

Ms. Ana Padilla
Development Project Manager
The NRP Group
November 11, 2019
Page Two

Background

The subject property is a narrow strip of land measuring 23' x 713.11' and totaling 0.377 acre or 16,402 sq. ft. This strip of land is part of a 15.911 acre parcel located at the west corner of Decker and Daffan Lane and currently improved with the Decker Elementary School. The subject property is located along the far western edge of the overall site and incorporates an existing telephone easement and cyclone fence. It is our understanding the site will be acquired in an effort to provide wastewater service to a proposed 262 unit affordable housing community known as the Decker Lofts which are located approximately 1,300' to the north.

Appraisal Methodology

An “easement” is basically a right to use the property of another for a specific purpose. Most common are drive/access easements and **utility easements**. Some easements are personal in nature and only apply while the burdened landowner owns the property, and others are “perpetual” and burden the land forever. Given the proposed use (wastewater easement) and easement agreement (in Addenda) we have assumed a “perpetual” easement will be established.

As outlined, the subject property is a narrow and elongated parcel of land with limited road frontage. As such, it cannot be independently developed and is not considered a viable “economic unit”. However, it does have value as part of the “whole tract” and will be used as a wastewater easement which will provide service to a proposed multifamily community, as outlined above. The proposed easement is located along the far western edge of a 15.911 acre site (whole tract) which is currently improved with an elementary school. As the proposed subject easement does not impact the improvements, our analysis of the whole property is relative to the underlying land value only. Thus, we have valued the 15.911 acre site assumed vacant, and applied a prorated value to the land area encompassed by the proposed easement.

Concluded Market Value


Based upon the data and conclusions set forth in the accompanying detailed report, our opinion of the requested value as of **November 6, 2019**, is as follows:

Valuation Premise	Interest Appraised	Date of Value	Indicated Value
Market Value - 0.377 Acre	Easement Appurtenant	November 6, 2019	\$47,465

Ms. Ana Padilla
Development Project Manager
The NRP Group
November 11, 2019
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On the following pages you will find information pertinent to the subject property and its valuation. Your attention is also directed to the *Assumptions and Limiting Conditions* which are an integral part of the appraisal report. Please read them to fully understand the basis of the subject's valuation estimate. The opinions of value expressed herein are contingent upon the conditions set forth in the attached report. Field data from which this report was prepared is retained in our files. If there are any questions regarding the valuation herein, please contact the undersigned for further discussion or clarification.

Respectfully submitted,



David L. Pallante, MAI
Inspecting Appraiser
State Certified General Appraiser
TX-1320347-G
Expires 03/31/2021
Appraisal Institute #8964

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SUMMARY OF IMPORTANT FACTS AND CONCLUSIONS

Property Appraised / Location:	0.377 acre or 16,402 sq. ft. tract of vacant land slated to be a wastewater easement extending southwest from Daffan Lane, roughly 978' northwest of Decker Lane, Travis County, Texas.
Date of the Appraisal:	November 6, 2019
Date of Inspection:	November 6, 2019
Date of the Report:	November 11, 2019
Purpose of the Appraisal:	To aid the client in determining an appropriate purchase price for the easement.
Highest & Best Use (of the 15.911 acre whole site):	<u>As Vacant</u> - Keep vacant pending improvement in the submarket. However, a HTC community would be viable with tax credits. <u>As Improved</u> - Elementary School (the current use)
Site Area:	0.3765 acres (or) 16,402 sq. ft.
Site Shape:	Narrow and elongated
Utilities:	All public utilities are available and connected to the site. Electric service is provided by Austin Energy; natural gas is provided by Atmos Energy; water and sewer by the city of Austin; and telephone service is provided by AT&T and other providers.
Adverse Easements:	None noted
Flood Hazard:	Zone X
Zoning:	None. The site is within an unincorporated part of Travis County and within the Austin ETJ.
Legal Description:	As per a metes and bounds legal description (presented in the Addenda), the subject site is legally described as being a 0.377 acre or 16,402 sq. ft. tract of land being out of a called 15.911 acre tract of land in the James Burleson Survey, Block 9, Abstract 4, Travis County, Texas.

Summary of Important Facts and Conclusions / Continued

TAX AND ASSESSMENT DATA

2019 Assessed Value

TCAD Account
Number (15.911 acre whole site): 442038 \$7,710,513

2019 Tax Rate
(per \$100 of Assessed value) \$2.149766

2019 Tax Liability: \$0 (The subject's whole tract is Tax Exempt)

FINAL CONCLUDED VALUE

Valuation Premise	Interest Appraised	Date of Value	Indicated Value
Market Value - 0.377 Acre	Easement Appurtenant	November 6, 2019	\$47,465

PART I INTRODUCTION

IDENTIFICATION OF THE APPRAISAL PROBLEM

- ▶ The purpose of this appraisal will be to provide an estimate of Market Value of a proposed wastewater easement out of a 15.911 acre site (the subject's whole property) as of the effective date of our inspection (November 6, 2019.) The estimated Market Value will be used to aid the intended users in determining an appropriate purchase price for the easement.
- ▶ The property being appraised (easement) is comprised of a 0.377 acre or 16,402 sq. ft. tract of vacant land slated to be a wastewater easement extending southwest from Daffan Lane, roughly 978' northwest of Decker Lane, Travis County, Texas.
- ▶ As per a metes and bounds legal description (presented in the Addenda), the subject site is legally described as being a 0.377 acre or 16,402 sq. ft. tract of land being out of a called 15.911 acre tract of land in the James Burluson Survey, Block 9, Abstract 4, Travis County, Texas.

PROPERTY RIGHTS APPRAISED

- ▶ With regards to the whole site (15.911 acres), the property rights appraised were the *Fee Simple Estate* which is defined as: Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.¹
- ▶ With regards to the proposed easement (0.377 acres), we have valued the *Easement Appurtenant* which is defined as: An easement having both dominant and servient estates. The easement interest passes with title to the dominant estate and continues to burden the servient estate. An easement appurtenant contrasts with an easement in gross, which has a servient estate but no dominant estate.²

SCOPE OF WORK

In consultation with Mr. Charles Lloyd of the NRP Group (client and intended user), we provided a market value estimate of the subject's proposed wastewater easement as of November 6, 2019. As part of this appraisal, the appraisers have made several independent investigations, conducted interviews, and performed different analyses. Most of the data relied on to reach our value conclusion is included within this report. The appraisal process is a systematic procedure employed to provide the answer to a specific question about real property values. Following is how we approached this appraisal problem:

¹ *Dictionary of Real Estate Appraisal - Fifth Edition*, Appraisal Institute, Chicago, IL, Page 78.

² *Dictionary of Real Estate Appraisal - Fifth Edition*, Appraisal Institute, Chicago, IL, Page 63.

Part I - Introduction / Continued

1. Area and Neighborhood Analysis

We have gathered information about Austin, Travis County, and the Austin - Round Rock CBSA based on information available from various sources. Our neighborhood analysis was also based on available published information. In addition, we drove within and around the defined neighborhood and much of the information contained in this section was based on actual observation.

2. Site Description and Analysis

An inspection of the subject property was performed on November 6, 2019. Photographs were taken from several different points showing typical scenes around the subject property. In evaluating the subject site we utilized F.E.M.A. flood maps, zoning maps, Google-provided aerial maps, borrower-provided survey and Travis CAD plat maps.

3. Improvement Description and Analysis

The subject property is currently vacant land slated to be used as a wastewater easement. This easement is located along the far western edge of a 15.911 acre site (whole tract) which is currently improved with an elementary school. As the proposed subject easement does not impact the improvements, our analysis of the whole property is relative to the underlying land value only.

4. Market Data Program

Appraising vacant land requires the appraisers to gather information on similar tracts of land with a similar highest and best use and location. In arriving at a value for the easement, it was necessary to value the whole tract (15.911 acres). As such and due to the location and site characteristics of the whole tract, we sought land sales in the general or similar areas that were purchased for restricted multifamily development, a highest and best use of the 15.911 acre site assumed vacant.

5. Approaches to Market Value

Income Approach - Not utilized since the subject property is vacant land.

Sales Comparison Approach - As outlined, the subject property is a narrow and elongated parcel of land with limited road frontage. As such, it cannot be independently developed and is not considered a viable "economic unit". However, it does have value as part of the "whole tract" and will be used as a wastewater easement which will provide service to a proposed multifamily community, as outlined earlier. The proposed easement is located along the far western edge of a 15.911 acre site (whole tract) which is currently improved with an elementary school. For purposes of our analysis, we have valued the 15.911 acre site assumed vacant, and applied a prorated value to the land area encompassed by the proposed easement.

Cost Approach - Not utilized since the subject property is vacant land

Part I - Introduction / Continued

Research and Analysis - The appraisal involved using the following data sources:

- ▶ Information obtained from the Travis Central Appraisal District (TCAD)
- ▶ Flood maps from FEMA and Aerial Maps from Google
- ▶ Plat Map from the TCAD
- ▶ Proprietary database of vacant land sales
- ▶ Discussions with market participants and real estate professionals

Significant Issues - None

EXPOSURE TIME

As per the *Dictionary of Real Estate Appraisal, Fifth Edition*, page 73), Exposure Time is defined as:

1. The time a property remains on the market.
2. The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based on an analysis of past events assuming a competitive and open market.

With regards to the whole site (15.911 acres) and considering the investment activity for similar type properties in the subject area, and taking the subject's location into consideration and the herein value conclusion, a typical exposure period of 12 months is considered appropriate. This time frame is also based on discussions with knowledgeable individuals in the marketplace including real estate appraisers, brokers, and investors. With regards to the easement valuation, exposure time is not a relevant consideration.

COMPETENCY

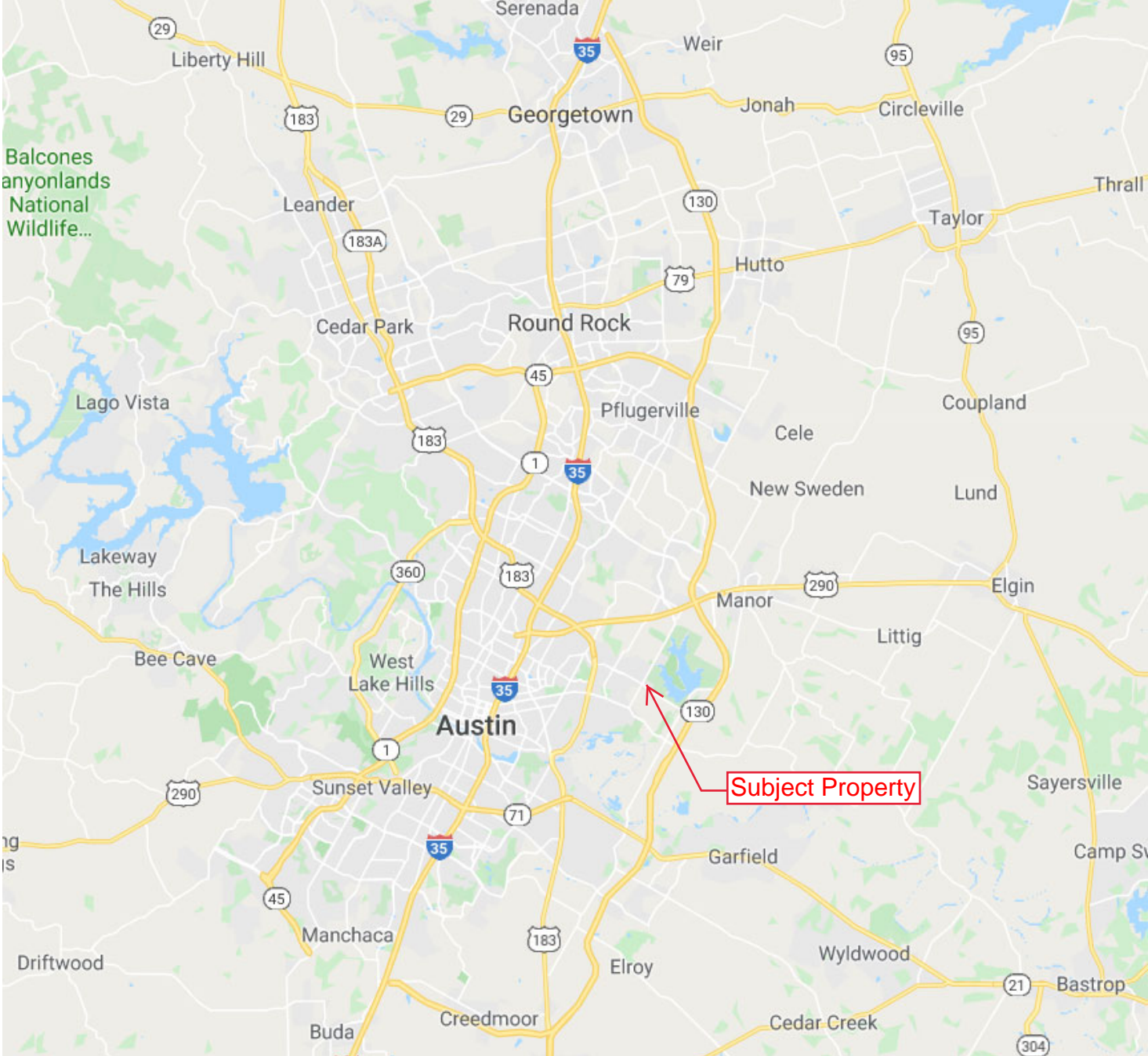
The appraisers have valued numerous tracts of vacant land and easements within the past 34 years. We are of the opinion that our past experience as well as our research and investigations into the market, as explained in the "Scope of Assignment", has made us competent to appraise the subject property.

OWNERSHIP AND SALES HISTORY

As per information provided by Travis County Appraisal District records, the subject property is part of a 15.911 acre tract currently owned by the Manor ISD. This school district acquired the site on June 12, 1998 for an unknown amount. After acquiring the site, an elementary school was constructed.

DEFINITIONS

Please refer to the Glossary of Terms in the Addenda.



REGIONAL MAP

PART II REGIONAL ANALYSIS

Real estate values reflect the influence of four primary forces that motivate human activity; environmental factors, governmental policies, social trends, and economic conditions. The purpose of the Regional Analysis is to describe and analyze the area within which the interactions of the four major forces influence property uses and values. This section will further analyze past trends for insight into possible future trends, specifically with respect to their influence on the subject property.

Environmental Factors

Location: In 1999-2000, the Office of Management and Budget (OMB) reviewed and revised the Metropolitan Area standards. The new standards replaced the Metropolitan Area classification with a Core-Based Statistical Area (CBSA) classification. The new Core-Based Statistical Area (CBSA) consists of a county containing an Incorporated Place or Census Designated Place with a population of at least 10,000, along with any adjacent counties that have at least 25% of employed residents of the county who work in the CBSA's core or central county. CBSAs are categorized as being either **Metropolitan** (core population of at least 50,000) or **Micropolitan** (core population between 10,000 and 50,000). This allows common statistics to be collected for less urban areas of the nation. These two county-based CBSA definitions will cover approximately 90% of the U.S. population.

The subject property is located in the Austin-Round Rock Metro CBSA, which is comprised of five counties: Bastrop, Caldwell, Hays, Travis, and Williamson. Austin, the state capital of Texas and the seat of Travis County, is located in the east-central part of Texas. Austin is approximately 160 miles west of Houston, 190 miles south of Dallas/Fort Worth, and 75 miles north of San Antonio. To the west of the Austin area is the rocky and lush Texas Hill Country. The eastern portion of the region, and for many miles further east, lies within the Edwards Plateau (blackland), and this area is devoted primarily to agriculture. I-35 runs in a north/south direction, bisecting the Austin region. Historically, I-35 has served as the line of demarcation between Austin's rich and poor. Most honest observers would still consider West Austin more desirable than East Austin. However, the east side of town has experienced considerable gentrification in the past 20 years, and the psychological barrier represented by I-35 is fading.

Topography: The city is divided in a north/south direction by the Balcones Fault Line, separating the Texas Hill Country to the west from the blackland rolling plains to the east. Elevations range from 428 feet above sea level in the southeastern section of the city to 900 feet in the northwestern section. Another significant physical feature is the Colorado River, flowing from the northwest Hill Country, forming a portion of the western city limits, then separating the city between the Central Business District and South Austin.

Climate: Austin's climate is characterized by hot muggy summers and mild winters. Average daily high temperatures range from 60° in January to 96° in August. The average annual rainfall is 32.5 inches and humidity ranges from approximately 50 to 70 percent throughout the year. Snow rarely falls in Austin and typically less than 25 days a year have below freezing temperatures. In summary, Austin's climate permits recreation and construction year round.

Part II - Regional Analysis/Continued

Natural Barriers: The Colorado River traverses the area in a northwest to southeast direction. A series of dams constructed along the river by the Lower Colorado River Authority (LCRA) has created the Highland Lakes, which are used for hydroelectric power generation, water reservoirs, and recreational venues. Starting in downtown Austin and going upstream, the lakes include Lady Bird Lake (fka Town Lake), Lake Austin, Lake Travis, Lake Marble Falls, Lake LBJ, Inks Lake, and Lake Buchanan. Lady Bird Lake passes through the middle of Austin, along the south end of the CBD, and it has always been the natural boundary between north and south Austin. Lady Bird Lake and Lake Austin are both “constant level” lakes, permitting development right up to the shoreline. The other lakes are true reservoirs, and the water level fluctuates according to rainfall levels.

Highways: Austin is situated at the junction of Interstate 35 (I-35), US Highway 183, US Highway 290 and Texas Highway 71. Interstate 35, dubbed the NAFTA Highway, extends from the Mexican border at Laredo to Minneapolis, Minnesota. As it passes through Austin, I-35 is very congested, but it is not practical to widen the road. To help with traffic congestion, State Highway 130, a project of the Texas Department of Transportation, is the state's first highway to be developed under a Comprehensive Development Agreement, allowing the work of property acquisition, design, and construction to be undertaken simultaneously.

The new SH-130 is a 49-mile tollway extending from Interstate 35 north of Georgetown southward to U.S. 183 southeast of Austin, passing through Williamson and Travis Counties. SH-130 was completed in April 2008 and the roadway was connected to I-35 in the southern suburb of Buda via SH-45 South Tollway in May 2009.

Several additional long term roadway projects having significant impact on the area's roadway infrastructure include a controversial proposed 84-mile outer loop, the proposed Katy Expressway, and the cross-town freeway. A portion of the outer loop in southwest Austin has been constructed in the large, master planned community of Circle C. In North Austin, an east-west connection from FM 1325 to FM 620 is also included in plans for an outer loop.

A common criticism of Austin's roadway infrastructure is the lack of an east/west cross-town freeway. Improvements to U.S. Highway 183 and State Highway 71 will enhance the flow of cross-town traffic in the far north and south sections of town. However, there exists a continuing controversy over the construction of a centrally located freeway between I-35 and MoPac. A new plan would allow commuters in south Austin to drive between I-35 and U.S. 290 West by constructing a two-lane road connecting I-35 to the MoPac south extension and another between U.S. 290 West and FM-1826.

Part II - Regional Analysis/Continued

Commuter Rail: A potential long term boost to the local area is the new commuter rail system. Owned by the Capital Metropolitan Transit Authority, MetroRail is a system that serves the Greater Austin area. The Red Line, Capital Metro's first and only rail service, operates on 32 miles of existing freight tracks and has nine stations. The northern terminus is the Leander Station and Park & Ride and the southern terminus is at the Convention Center in downtown Austin. After years of delays, MetroRail was inaugurated in March 2010. Daily ridership during the first nine months was approximately 800 riders per weekday, less than half of original expectations. The Red Line average daily ridership in January 2018 was 2,552; although, daily ridership increased 5.8% to 2,700 passengers as of October 2018. Austin's MetroRail ranks 22nd out of 30 commuter rail systems nationwide.

Even with increases in ridership, MetroRail is far from operating at break-even levels. The primary reason for pursuing MetroRail was to relieve congestion on Austin's road system. Several shortcomings in the MetroRail system suggest that is unlikely to achieve sufficient ridership to have a measurable impact on traffic:

- 1) Austin is spread out over a very large area. The train may be convenient if you happen to live near a station and work near a station, but relatively few Austinites fit this description. The train is not very convenient if you must walk a mile or more from home or work to reach the station, particularly during the hot, humid summer months. There are bus stops located near each train station, and riders may transfer to a bus free of charge, but each transfer increases the total travel time.
- 2) There is no parking provided near most of the train stations. Thus, a rider cannot drive to the nearest train station and take the train downtown. Instead, he must drive to a Park & Ride bus location and take a bus to the nearest train station.
- 3) MetroRail only operates on weekdays from 5:50 AM to 7:30 PM. The last train departs from downtown at 6:30 PM. Thus, it does not serve those who might work a little late some nights, or who might want to enjoy dinner at a downtown restaurant after work.
- 4) With just a couple exceptions, the MetroRail system does not directly serve most of Austin's major employers. Since MetroRail was superimposed upon an existing freight rail system, Capital Metro was basically forced to work with the existing rail lines, which are not near most of the major employment centers.

The City of Austin is encouraging transit oriented developments (TOD) around each train station, with the hopes of creating more demand for the train service. However, these have not yet spurred significant ridership. As with similar attempts at rail service in other cities, it is unlikely that MetroRail will ever be self sustaining, and it could potentially be a drain on local tax coffers in perpetuity. For the past couple of years, Capitol Metro has been diverting a disproportionate amount of its revenues to MetroRail. Consequently, funds are short, and Capital Metro is planning to reduce the number of union bus drivers and subcontract some bus operations to third party providers.

Part II - Regional Analysis/Continued

Airport: Austin-Bergstrom International Airport opened in 1999, replacing the Robert Mueller Municipal Airport. There are six major airlines serving Austin, including Southwest, American, US Airways, United, Delta, and Frontier.

Recreation and Cultural: There are numerous recreational and cultural opportunities in the Austin area. The Highland Lakes (7 man-made lakes on the Colorado River) and the adjoining parks are used for fishing, water skiing, sailing, jet skiing, and camping. Austin has 150 parks and playgrounds, 21 public swimming pools and 10 large municipal pools, including Barton Springs Natural Pool, 10 public and 14 private golf courses, 156 tennis courts, and 12 recreational centers. Zilker Park is located just west of downtown Austin and it has a natural spring swimming pool, outdoor theater, and hike and bike trails. The Texas Hill Country and Highland Lakes system not only enhance the aesthetics of the area but the recreational value as well.

The University of Texas provides a wide range of recreational and cultural amenities. The university's nationally ranked sports programs provide events such as football, basketball, volleyball, baseball and swim meets. The Bass Concert Hall and the Performing Arts Center, located on the UT campus, host local and touring entertainers while the Frank Erwin Center hosts musical and sporting events.

Other cultural features in the area include the LBJ Library and Museum, The Paramount Theatre (constructed in 1891), as well as numerous art galleries and museums which are primarily located at the University of Texas. The dominant music scene is in the 6th Street Entertainment District that is visited by rock, jazz, and blues bands.

Governmental Policies

Government: Austin is the Capital of Texas, housing the executive, legislative and judicial branches of government. These three branches of government are concentrated around the Capitol building, just north of the CBD, though various state offices are scattered throughout the metropolitan area. Austin is also the seat of Travis County, so various county departments are located in Austin and surrounding areas. Austin's municipal government is a council-manager form of government, with a mayor and six council members who are elected at large and serve a two-year term, wherein half of the council members are elected annually. Travis, Williamson and Hays Counties are served by a county judge and commissioners' court.

Zoning: Zoning and development guidelines are more complex than most metropolitan areas. The City of Austin has imposed stringent restrictions on the spread of development into pristine areas on the periphery of the region. At the same time, the city is actively encouraging high density redevelopment in central Austin, particularly the CBD and the surrounding urban core.

Real Estate Taxes: Ad valorem taxes are assessed by the cities, school districts, counties, road and municipal utility districts. While tax rates vary by jurisdiction, total real estate taxes in the Austin area are generally \$2.20 to \$2.80 per \$100 of assessed value. The State of Texas also imposes a gross receipts tax, which is roughly 0.331% of gross revenues for most businesses.

Part II - Regional Analysis/Continued

Gross Receipts Tax: Beginning January 1, 2008, Texas instituted a Franchise Tax that applies to most businesses and ownership entities. It is also referred to as a Margin Tax or a Gross Receipts Tax. The appraisers prefer the term Gross Receipts Tax, because several states have a GRT, so the term is widely understood. Also, with respect to real estate investments, Gross Receipts Tax more accurately describes the method of calculating the tax. The GRT is calculated by multiplying a taxable entity's taxable margin by the tax rate of 1%, or 0.5% for retailers and wholesalers. No tax is owed if the tax due is less than \$1,000 or if the taxable entity's total revenue from its entire business does not exceed \$1 million, subject to adjustment based on changes in the consumer price index. For businesses with less than \$10 million of total revenue, a simplified computational formula call the E-Z computation can be used, whereby the tax is imposed at a rate of 0.331% of total revenue. This is the method typically adopted by owners of commercial real estate.

The GRT applies to most ownership entities, including partnerships, corporations, limited liability companies, banking corporations, savings and loan associations, professional associations, business associations, business trusts, joint ventures, joint stock companies, holding companies and most other legal entities. Entities exempted from the tax include sole proprietorships, general partnerships (if all ownership interests are directly held by natural persons), passive entities, tax-exempt entities, an estate of a natural person, real estate investment trusts (with some exceptions), real estate mortgage investment conduits, certain family limited partnerships that are passive entities, certain grantor trusts, certain kinds of trusts and passive investment partnerships, and non-corporate entities that would qualify because of their activities as a tax-exempt entity if they were a corporation. As a practical matter, virtually all types of commercial real estate are subject to the GRT. Even if a particular owner is exempted, the GRT should still be treated as an operating expense, since the next owner would likely be subject to the tax.

Public Utilities: Austin owns and operates electrical, water, and waste water systems. Natural gas is supplied by Texas Gas Service. Austin has three major water treatment facilities: the Green, Davis, and Ullrich plants. The city also has three waste water treatment plants: the South Austin, Govalle, and Walnut Creek facilities.

Part II - Regional Analysis/Continued

Economic Conditions

Unemployment: The following chart summarizes recent unemployment trends for the CBSA, the state, and the nation.

Unemployment Trends - Austin-Round Rock CBSA

Year Ending	07/19	07/18	07/17	07/16	07/15	07/14	07/13
Civilian Labor Force	1,217,068	1,204,323	1,164,809	1,125,368	1,074,747	1,052,711	1,023,606
Total Employment	1,182,105	1,166,669	1,126,060	1,084,913	1,035,519	1,003,776	966,871
Job Growth	15,436	40,609	41,147	49,394	31,743	36,905	---
Unemployment	34,963	37,654	38,749	40,455	39,228	48,935	56,735
CBSA Rate	2.9%	3.1%	3.3%	3.6%	3.7%	4.6%	5.5%
Texas	3.7%	4.1%	4.5%	5.1%	4.8%	5.6%	6.7%
National Rate	4.0%	4.1%	4.6%	5.1%	5.6%	6.5%	7.7%

Employment by Industry: Austin has a diverse economic basis, including large components in government, education, tourism, and high-tech manufacturing. The three largest employment sectors in the MSA are Professional / Business Services, Trade, and Government. Austin is a primary player in high-tech research and development. Although the semiconductor industry directly impacts the area’s economy, the core of the high tech community is more software and multimedia products than the production of semiconductors.

In addition to numerous high-tech employers, various government entities provide a very stable base for the local economy. As the capital of Texas and seat of Travis County, Austin has a disproportionate share of government jobs. The typical civil service jobs are augmented by the University of Texas, one of the largest universities in the country, Texas State University in San Marcos, and the IRS regional service center in Southeast Austin. In all, the government sector accounts for 175,700 jobs, or 16.1% of the non-farm MSA total.

Major Employers: On the following page is listing of major employers in the region:

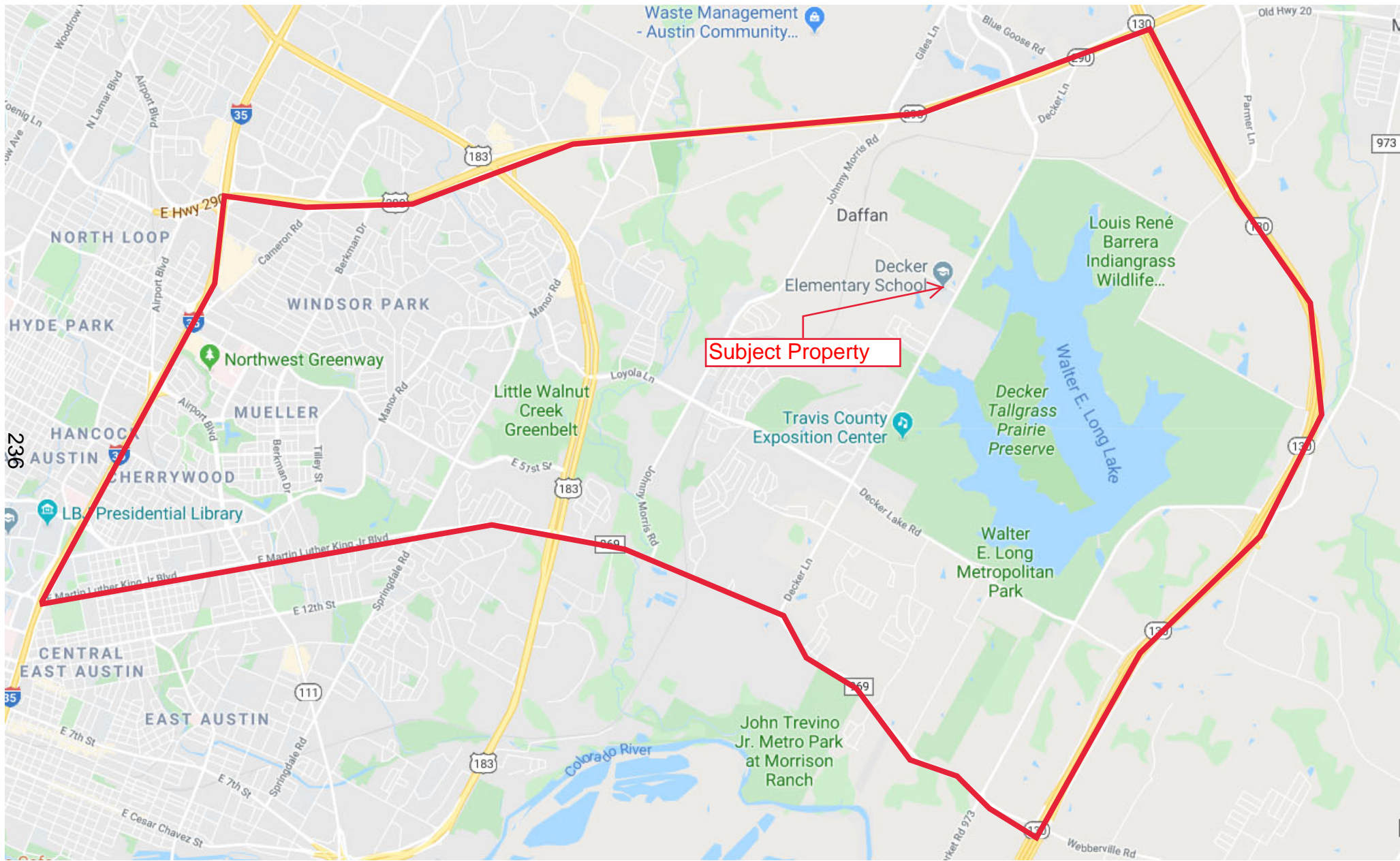
Company	Employees	Company	Employees
3M	600	Intel Corp.	1,700
ABC Home & Commercial Services	600	JB Goodwin Realtors	531
ABM Industries	900	JPMorgan Chase & Co.	713
Accenture	3,200	Keller Williams Realty	2,564
Advanced Micro Devices	1,900	Khoros	431
AECOM	722	LegalZoom	507
AirBorn*	500	Lower Colorado River Authority	1,810
Airco Mechanical	435	Luminex Corp.	474
All Web Leads	603	Main Street Hub	600
Alorica	500	Marriott Customer Engagement Center	464
Amazon	1,800	Maximus	550
Amazon Fulfillment Center*	2,000	McCoy's Building Supply*	493
American Cancer Society Cancer Information Center	530	National Instruments	2,200
Apple	6,200	National Oilwell Varco	429
Applied Materials	3,200	Netspend	625
ARM	686	NXP Semiconductors	4,000
Ascension Seton	9,947	Oracle Corp.	2,500
AT&T	2,800	Pathway Vet Alliance	439
Austin Regional Clinic	1,781	Pearson Assessments	600
BAE Systems	650	Pharmaceutical Product Development	1,200
Balfour Beatty Construction	437	Progressive Insurance Co.	1,837
Bank of America	600	Q2	800
Baylor Scott & White Healthcare	2,400	Realty Austin	485
Bazaarvoice	559	Rosendin Electric	450
Blizzard Entertainment	700	Sailpoint Technologies	523
Capitol Wright Distributing Company	700	Samsung Austin Semiconductor	8,935
CFAN*	700	Sears Customer Care	600
Charles Schwab	2,400	Shop LC	600
Cirrus Logic	824	Silicon Laboratories	700
Cisco Systems	614	Software House International	1,050
Clinical Pathology Laboratories	1,003	SolarWinds	578
Coldwell Banker	500	Southwestern University*	513
Conduent	778	Spectrum	1,765
Cypress Semiconductor	860	St. David's HealthCare Partnership	10,309
Dell Technologies	13,000	St. Edward's University	995
Deloitte	691	State Farm Insurance Co.	900
Dimensional Fund Advisors	1,131	State of Texas	62,853
Dover Fueling Solutions	550	Superior HealthPlan	735
DPR Construction	599	teleNetwork*	450
Durcon*	435	Texas Disposal Systems	750
eBay	647	Texas Mutual Insurance Co.	671
Electric Reliability Council of Texas*	710	Texas State University*	4,873
Electronic Arts	655	Thermon Manufacturing*	450
Emerson Automation Solutions	875	Trellis Co.	485
Everi, Games Division	429	TruSourceLabs	460
Facebook	2,000	U.S. Army Futures Command	500
Farmers Insurance Group	850	U.S. Dept. of Veterans Affairs	1,621
Flex	1,600	U.S. Internal Revenue Service	5,730
Forcepoint	500	U.S. Postal Service	2,931
General Motors	2,300	United Parcel Service	1,100
Gerson Lehrman Group	628	University Federal Credit Union	640
Goodwill Industries of Central Texas	1,568	University of Texas at Austin	23,925
Google	800	Visa	1,736
Grande Communications*	600	VMware	837
Harte-Hanks	800	Vrbo (HomeAway)	1,900
HEB Distribution Center*	680	Wells Fargo Bank Texas	1,003
Hewlett-Packard Enterprise	1,100	Whole Foods Market	2,687
Home Depot Technology Center	600	WP Engine	435
IBM Corp.	6,000	Xome Field Services	440
ICU Medical	1,500	Yeti Coolers	550
Indeed	2,000		

*These employers are in metro area communities beyond the map extent. Southwestern and Airborn are located in Georgetown, and Durcon and the Electric Reliability Council are in Taylor, each of these cities are in Williamson County. Amazon fulfillment center, CFAN, Grande Communications, HEB Distribution Center, McCoy's Building Supply, teleNetwork, Texas State University, and Thermon Manufacturing are in San Marcos which is in Hays County. List excludes individual hospitals and other care providers, school districts, and other local government agencies.

Part II - Regional Analysis/Continued

Conclusions

The Austin-San Marcos region is an area whose residents are relatively young and very well educated. The foundations of the economy are the University of Texas, Texas State University and the State government. The various high-tech research facilities and employers such as 3M, Advanced Micro Devices, Apple Computers, IBM, Dell, MCC, Motorola, Sematech, Hewlett-Packard, Intel, NXP Semiconductors, Oracle, and Samsung are anticipated to continue to provide a strong technology base. In addition, the healthcare sector is a major component of the economy which will continue to grow as the population increases. In addition, the region's demographics, location within the state, climate, schools, and recreational amenities are all favorable factors. Positively affecting Austin's economic development throughout the 2000s are the high quality of life, a favorable business climate, the presence of the University of Texas (as a world-class research and development institution) and its recognition as a center of high-tech manufacturing and R&D. The near future should see continued economic strength for the Austin area with a continuation of steady and moderate growth.



NEIGHBORHOOD MAP

PART III NEIGHBORHOOD ANALYSIS

NEIGHBORHOOD DESCRIPTION

The neighborhood may be best defined as all the land within the following boundaries:

North: US-290;
South: E. Martin Luther King, Jr. Boulevard;
East: TX-130 (Tollroad);
West: I-35.

The subject property is located in the north / central part of the neighborhood, ± 1.75 miles south of US-290 and ± 2.5 miles west of TX-130.

General Data

The subject property is within just outside the city limits of Austin, approximately 8 miles northeast of the Austin CBD. The subject site is situated in East Austin, near the Bluebonnet Hill Golf Course and the Walter E. Long Municipal Park. Relative to other areas of Austin, real estate values are affordable by comparison. This is an established area with no large acreage tracts of any consequence noted.

Neighborhood life Cycle

The complementary land uses that comprise neighborhoods typically evolve through four stages. These four stages comprise the life cycle of a neighborhood and are described as follows:

- 1) Growth: a period in which the neighborhood gains public favor and acceptance.
- 2) Stability: a period of equilibrium without marked gains or losses.
- 3) Decline: a period of diminishing demand.
- 4) Revitalization: a period of renewal, modernization and increasing demand.

Overall, the subject neighborhood is currently being revitalized. Older homes are being replaced by new townhomes generally valued in the \$400 to \$500,000 range with several units at over \$800,000. As the older homes are gradually replaced with higher and better uses, the character of the area is expected to change accordingly and property values will increase.

Part III - Neighborhood Analysis / Continued

Accessibility

The Austin CBD is directly accessible via I-35 which borders the defined neighborhood. In addition, the subject neighborhood is bordered by US-290 and TX-130 and bisected by US-183, all major arterials. These arterials interconnect with other arterials; thus, providing access to much of the Austin - Round Rock MSA. There is an established network of thoroughfares and secondary streets which enhances the overall accessibility (refer to map). Public transportation is provided by the Capital Metro bus system. Overall, the existing network of roads is considered acceptable and conducive to continued growth.

Public Utilities / Infrastructure

All of the public utilities are available. Electricity is supplied by Austin Energy; natural gas is provided by Atmos Energy; water and sewer by the city of Austin; and telephone service is provided by AT&T and other providers. Cable television is available to the neighborhood. The main and secondary streets are generally concrete paved with curbs and underground storm sewer drainage. However, there are some roads within the area with open ditch drainage and asphalt paving. Street maintenance is provided by the city of Austin and the State of Texas (I-35, US-290, and US-183). Police and fire protection is provided by the city of Austin.

Topography / Flood

The subject area has a generally rolling topography. From the writer's knowledge, a majority of the defined neighborhood is not flood prone. However, there are a few areas adjacent to several creeks which are prone to flooding. However, these areas are known and development is restricted accordingly.

Zoning

The city of Austin subscribes to zoning. Thus, much of the area has a fairly orderly and planned appearance. However, some of the older land uses vary from the new development and thus portions of the area have a transitional appearance. In proximity to the subject, the land uses are fairly homogenous.

Hazards and Nuisances

The neighborhood is generally free from any hazardous and nuisances which would adversely affect the areas desirability. The appraisers are unaware of any detrimental or abnormal hazards or nuisances which would adversely affect the subject neighborhood.

Quality and Convenience of Stores

The quality and convenience of stores which serve the subject's neighborhood is considered to be good with various grocery-anchored shopping centers located nearby. The major retail development in the neighborhood is within the 711 acre **Mueller** mixed use development along I-35 and 51st Street, roughly 5 miles west of the subject site. This development was the former site of Austin's Mueller Airport. Currently, there are approximately 400,000 square feet of retail shops with over 25 businesses. Major tenants include Marshall's, Bed Bath & Beyond, Old Navy, Staples, Best Buy, PetsMart, and other national and regional retailers. The development is also anchored by an 83,000 sq. ft. HEB grocery store.

In addition, 42 acres in the heart of Mueller is being improved with the **Mueller Town Center District**, a planned 1.2 million square foot mixed-use lifestyle district that will feature a mix of retail, dining, cultural and entertainment options as well as workplaces, apartments and condominiums. Designed for strolling and spending quality time, the District will comfortably accommodate pedestrians, vehicles and transit. Urban scale, exciting shops and stores, and high quality design (buildings as well as streetscape) will create a sense of place in the Town Center District, making it a unique Austin destination. The District is envisioned to be a 24-hour, 365-day life force that features a fully integrated mix of commercial, civic, recreational and cultural offerings – providing a soulful and diverse experience for its visitors. As the pulse of the overall Mueller community, the District will be an inclusive place that appeals to the surrounding neighborhoods as well as a destination that attracts the greater Austin community. The goal for the District is to provide experiences that are “loved” by Austinites, notably, great shopping, live music, fine food, recreation and entertainment.

Overall, it is our opinion that the quality and convenience of neighborhood shopping is considered good, convenient, and desirable.

Recreational and Cultural Opportunities

Recreational amenities and cultural opportunities are conveniently located in proximity to the subject's neighborhood. Given the proximity to the *Austin CBD* and *University of Texas*, many recreational and cultural opportunities are available. In addition, water-based activities are available along the Colorado (*Town Lake*). The *Morris Williams Golf Course* is located in the south / central part of the neighborhood and various parks are scattered throughout the neighborhood. In fact, *Little Walnut Creek District Park* is a 207 acre undeveloped greenspace near US-183.

Major parks in the city and within an approximate 15 minute commute include: *Zilker Park* (which has natural spring water from Barton Springs), *McKinney Falls State Park* (640 acres) and the *Walter E. Long Municipal Park* (which wraps around the 1,269 acre *Walter E. Long Lake*). Overall, residents and workers in Austin enjoy 14,273 acres of public green space within the city and an additional 7,566 acres in the nearby hills to the west.

Part III - Neighborhood Analysis / Continued

In addition, the city of Austin offers many activities promoting the strong music, film, and theater culture that is vibrant throughout the city. *Music festivals* include Austin City Limits, Urban Music Festival, Fun Fun Fun Fest, Chaos in Tejas and Old Settler’s Music Festival. The Austin Lyric Opera and Austin Symphony Orchestra have multiple performances as well. *Film festivals* include SXSW Film and the Austin Film Festival and there are roughly a dozen live performance venues. Austin is also part of the twenty-five county region of Central and South Texas known as the *Texas Hill Country*. This area is known for tourism due to the scenery, the hill country, and wineries. Overall, the recreational/cultural opportunities for residents at the subject property are considered to be very good.

Medical Facilities

The subject neighborhood is served by multiple hospitals: Dell Children’s Medical Center, St. David’s Medical Center, University Medical Center - Brackenridge, the Heart Hospital of Austin, and Seton Medical Center. All of the aforementioned hospitals are located within 6 - 7 miles of the subject property.

Schools and Religious Facilities

The Texas Education Agency (TEA) has three domains for measuring the academic performance of districts and campuses: Student Achievement; School Progress; and Closing the Gaps. School districts receive a rating of A, B, C, D, or F for overall performance or, as well as for performance in each domain. Individual campuses receive a rating of Met Standard or Improvement Required. The subject neighborhood is situated within the Austin and Manor Independent School Districts. Students living at the subject property are zoned to the following schools:

Manor ISD (Subject’s ISD)	D
Decker Elementary	Met Standard
Decker Middle School	Met Standard
Manor High School	Met Standard

As shown, the subject’s school district is faring poorly, while the elementary, middle and high schools have met standard. However, these ratings are often meaningless and misleading. For example, only 5.5% of the students at Manor High School taking the SAT / ACT test scored at or above criterion (1110 SAT and 24 ACT). These scores are well above the statewide rate of 22.3% and clearly show the high school is poorly regarded, despite having “met standard”.

Higher education within an approximate 10-minute to 1-hour commute is provided by the University of Texas at Austin, St. Edward’s University, Austin Community College, Concordia University, Huston-Tillotson University, the Seminary of the Southwest, the Acton School of Business, Texas Health and Science University, Austin Graduate School of Theology, Austin Presbyterian Theological Seminary, Virginia College’s Austin Campus, The Art Institute of Austin, Southern Careers Institute of Austin, Austin Conservatory, Park University, and Texas State University in San Marcos.

There are numerous palaces of worship conveniently located to area residents.

Part III - Neighborhood Analysis / Continued

Prestige and Homogeneity of Surrounding Area

The general prestige and social standpoint of the neighborhood varies from average to excellent but is mostly considered good. It is considered that the general character of this neighborhood is mostly desirable with certain areas being better than others and varying by a significant degree. Within the immediate subject neighborhood a search at www.realtor.com revealed the following:

Zip Code	# of Homes	Low	High	Median
78722	15	\$380,000 (2br/1ba)	\$772,000 (3br/2.5ba)	\$514,000
78723	74	\$275,000 (3br/3ba)	\$849,000 (4br/3ba)	\$443,900
78724 Subject's	83	\$164,900 (4br/2.5ba)	\$790,000 *	\$304,990

* The 2nd and 3rd highest priced homes are listed at \$619,900 and \$609,900, respectively.

Zip code 78724 encompasses approximately 60% of the defined neighborhood and is east of US-183.

General Economic Considerations

Employment / Labor Force - Information pertaining to the Austin - Round Rock MSA's employment levels and other pertinent data is as follows:

Actual Unemployment Information ('000's)

	Austin - Round Rock MSA		Texas		United States	
	<u>Employed</u>	<u>% Rate</u>	<u>Employed</u>	<u>% Rate</u>	<u>Employed</u>	<u>% Rate</u>
Sep - 19	1,185.8	2.6%	13,641.1	3.3%	158,478	3.3%
Sep - 18	1,165.5	2.9%	13,337.0	3.7%	156,191	3.6%

Source: Texas Labor Market Information, Texas Workforce Commission (<http://www.texaslmi.com>)

As outlined, the total number of employed individuals in the Austin - Round Rock MSA has increased by 20,333 over the past 12 months. Relative to the state, the Austin - Round Rock MSA is faring better with an unemployment rate of 2.6% vs 3.3%. Relative to the country, the Austin - Round Rock MSA is fairing much better and considered to be very healthy.

Part III - Neighborhood Analysis / Continued

Major Employers - Employment within Austin (and in close proximity to the subject neighborhood) is mostly concentrated around the government, education and healthcare industry, as outlined:

Largest Employers in Austin		
<i>Employer</i>	<i>Industry / Product</i>	<i># of Employees</i>
1. State of Texas	Government	62,853
2. University of Texas at Austin	Education	23,925
3. Federal Government	Government	14,700
4. City of Austin	Government	13,500
5. Dell	Computer Technology	13,000
6. St. David's Healthcare Partnership	Healthcare	10,309
7. Austin School Independent District	Education	10,544
8. Seton Healthcare Family	Healthcare	9,947
9. Samsung Semiconductor	Computer Technology	8,935
10. Apple	Computer Technology	6,200
Total		173,913

Source: Austin Chamber, Greater Austin Region Major Employers - Spring 2019 (www.austinchamber.com)

As outlined, the major economic influences in Austin include government, education, high tech, and healthcare. However, compared to the total non-farm employment for the Austin - Round Rock MSA, the major economic influences are professional and business services; trade, transportation, and utilities; government; leisure and hospitality; and education and health services. Overall, the local economy is growing / stable and diversified.

Conclusions

The subject neighborhood is well located relative to major transportation arterials, the Austin CBD, and other major employment centers. The area is not adversely impacted by negative governmental or environmental forces. Social factors affecting residential values are generally considered average but improving. Economic factors affecting value are considered to be closely related to the regional economy. Overall, the subject neighborhood is an established area which is well located to much of what Austin has to offer. The area is being revitalized with a fairly significant amount of replacement development, primarily west of US-183. In addition, the Mueller mixed-use development is a major economic influence which promotes stability and encourages growth. Overall, the long term potential is considered very good and the defined neighborhood is expected to continue improving.

PART IV MULTIFAMILY ANALYSIS

MULTIFAMILY MARKET ANALYSIS

The subject's submarket is best reflected by the boundaries of the defined neighborhood (Zip codes 78722, 78723 and 78724). According to November 2019 ALN data, there are 7,885 multifamily units located within the defined neighborhood. A percentage breakdown of the total units by year completed is as follows:

Percentage Unit Breakdown By Year

Submarket	Year Completed - Units*						
	2010 - 2019	2000 - 2009	1990 - 1999	1980 - 1989	1970 - 1979	Pre- 1970	Total **
ALN - Defined Neighborhood	2,841	1,359	304	1,284	1,135	962	7,885
Units Built Per Year	284	136	30	128	114	---	138
Annual Change in Construction	148	106	(98)	15	114	---	---
% Change in Construction	109%	347%	-76%	13%	---	---	---
Percent of Total	36.0%	17.2%	3.9%	16.3%	14.4%	12.2%	
Austin - Round Rock *	46,806	43,812	19,627	36,570	12,742	4,635	164,192
Units Built Per Year	4,681	4,381	1,963	3,657	1,274	---	3,191
Annual Change in Construction	299	2,419	(1,694)	2,383	1,274	---	---
% Change in Construction	7%	123%	-46%	187%	---	---	---
Percent of Total	28.5%	26.7%	12.0%	22.3%	7.8%	2.8%	

* The Austin - Round Rock units were based on a sampling of 67.0% of the 244,939 existing units within the MSA.

** The total units built per year does not consider pre-1970s era construction

As depicted in the above table, the subject's submarket is fairly small and represents about 4.8% of the total supply within the MSA. The neighborhood multifamily housing stock is slightly dated, with 42.9% of all development built prior to 1990. Development in the 1990s was limited to 2 communities but then picked up in the 2000s. Between 2010 - present a total of 2,841 units representing 36% of the housing supply was added.

Under Construction / Lease-up / Proposed - There is currently 1 market rate community totaling 201 units in lease-up. Four (4) communities are proposed: 262 unit HTC community (Decker Lofts); 204 unit HTC community (Bridge at Loyola Lofts); 97 unit HTC community (Govalle Terrace); and 56 unit HTC community (Abali).

Please refer to the following pages for detailed information on the submarket.

ALN MARKET DATA (MARKET RATE COMMUNITIES)
SUBMARKET: ZIP CODES 78722, 78723 AND 78724

<u>Property Name</u>	<u>Address</u>	<u># of Units</u>	<u>Year Built</u>	<u>Occupancy</u>	<u>Average Sqft</u>	<u>Effective Monthly Rate</u>	<u>Effective Rent/Sqft</u>
Kensington	3300 Manor Rd	148	1960	91.0%	300	\$760.00	\$2.53
Josephine	4411 Airport Blvd	89	1963	93.3%	814	\$1,222.89	\$1.50
Volume 5	2500 East 22nd Street	27	1963	94.2%	581	\$1,119.37	\$1.93
Menlo at Mueller	6855 E Highway 290	249	1967	91.0%	838	\$1,116.22	\$1.33
Mueller Square	5005 Manor Rd	58	1969	98.2%	861	\$1,287.93	\$1.50
Capitol Steps	5211 Cameron Rd	50	1969	100.0%	550	\$937.50	\$1.70
Delwood Station	1230 E 38th 1/2 St	74	1969	92.0%	675	\$1,260.15	\$1.87
Mueller Place	5800 Wellington Drive	86	1969	94.0%	829	\$1,108.72	\$1.34
MARQ at Mueller	5700 Cameron Rd	181	1969	97.0%	717	\$1,083.12	\$1.51
Subtotal - 1960s era properties		962	1966	94.5%	685	\$1,099.55	\$1.69
Mueller City View	1106 Reinli St	137	1970	91.3%	776	\$1,183.94	\$1.52
Volume 2	2604 Manor Rd	60	1970	94.2%	705	\$1,213.20	\$1.72
Volume 6	2704 French Pl	21	1971	94.2%	667	\$1,296.33	\$1.94
Heritage at Hillcrest	1200 Broadmoor Dr	286	1971	96.7%	789	\$1,197.91	\$1.52
Rustic Creek	7211 Northeast Dr	54	1972	90.7%	754	\$786.85	\$1.04
Trails at Vintage Creek	7224 Northeast Dr	200	1972	98.0%	966	\$961.30	\$1.00
Velo Flats	2606 Wheless Ln	70	1972	84.0%	811	\$1,045.71	\$1.29
Volume 4	2703 Manor Road	36	1973	94.2%	419	\$1,011.78	\$2.42
Villas at Muller	6103 Manor Rd	126	1973	92.0%	862	\$1,127.37	\$1.31
Volume 3	2700 Manor Road	43	1975	94.2%	394	\$939.00	\$2.38
Volume 1	2506 Manor Road	102	1978	94.2%	378	\$874.00	\$2.31
Subtotal - 1970s era properties		1,135	1972	93.1%	684	\$1,057.95	\$1.68
Mueller Flats	1071 Clayton Ln	396	1984	94.4%	697	\$1,116.09	\$1.60
51st Street Flats	1202 East 51st Street	27	1985	100.0%	550	\$650.00	\$1.18
Rare	6407 Springdale Rd	204	1985	93.0%	899	\$1,114.61	\$1.24
Sixty 600	6600 Ed Bluestein Blvd	304	1985	93.4%	805	\$933.00	\$1.16
Volume 7	2408 Manor Rd	90	1986	94.2%	635	\$1,043.13	\$1.64
SeventyTwo27	7227 E Highway 290	164	1986	75.0%	700	\$1,079.70	\$1.54
Subtotal - 1980s era properties		1,185	1985	91.7%	714	\$989.42	\$1.39
Mosaic at Mueller	4600 Mueller Blvd	441	2009	96.7%	980	\$1,802.75	\$1.84
Subtotal - 2000s era properties		441	2009	96.7%	980	\$1,802.75	\$1.84
Sync at Mueller	4646 Mueller Blvd	301	2013	96.3%	915	\$1,891.26	\$2.07
Elan East	2900 Manor Rd	251	2014	93.6%	742	\$1,756.42	\$2.37
AML I at Mueller	1900 Simond Ave	279	2015	92.4%	822	\$1,813.66	\$2.21
AML I on Aldrich	2401 Aldrich St	318	2017	92.7%	935	\$1,917.63	\$2.05
Subtotal - 2010s era properties		1,149	2015	93.8%	853	\$1,844.74	\$2.17
Totals - All Properties (Wtd. Averages)		4,872	1988	93.5%	788	\$1,317.51	\$1.70
Overture Mueller - Senior (55+)	4818 Berkman Dr	201	2017	60.0%	987	\$2,682.29	\$2.72
Subtotal - 2010s era properties (In Lease-up)		201	2017	60.0%	987	\$2,682.29	\$2.72
Grand Totals (Stabilized + Lease-up)		5,073	1989	92.2%	796	\$1,371.59	\$1.74

ALN MARKET DATA (HTC COMMUNITIES)
SUBMARKET: ZIP CODES 78722, 78723 AND 78724

<u>Property Name</u>	<u>Address</u>	<u># of Units</u>	<u>Year Built</u>	<u>Occupancy</u>	<u>Average Sqft</u>	<u>Monthly Rate</u>	<u>Rent/Sqft</u>
Spring Hollow	4803 Loyola Ln	99	1983	100.0%	403	\$675.00	\$1.67
Huntington Meadows	7000 Decker Ln	200	1998	100.0%	1,055	\$1,254.00	\$1.19
Timbers	1034 Clayton Ln	104	1998	100.0%	1,148	\$1,255.20	\$1.09
Primrose of Shadow Creek	1026 Clayton Ln	176	2002	84.0%	822	\$986.70	\$1.20
Eagles Landing	8000 Decker Lane	240	2004	90.0%	1,074	\$1,005.60	\$0.94
Rosemont at Hidden Creek	9345 State Highway 290 E	250	2007	91.0%	960	\$1,284.60	\$1.34
Park Place at Loyola	6200 Loyola Ln	252	2007	92.0%	992	\$1,069.46	\$1.08
Wildflower Terrace	3801 Berkman Drive	201	2012	100.0%	817	\$1,038.17	\$1.27
Reserve at Springdale	5605 Springdale Road	292	2016	87.0%	879	\$1,034.57	\$1.18
Terrace at Walnut Creek	8712 Old Manor Rd	324	2017	85.0%	984	\$1,202.77	\$1.22
Aldrich 51	2604 Aldrich Street	240	2017	92.0%	780	\$971.73	\$1.25
Subtotal - HTC Properties (Wtd. Averages)		2,378	2008	91.6%	921	\$1,088.10	\$1.20

HTC Properties in Lease-Up							
Jordan at Mueller	2724 Philomena St	132	2019	1.0%	924	\$784.58	\$0.85

HTC Properties Under Construction			
Creekview Apartmets	5100 Crainway	264	2019

HTC Properties Proposed		
Abali	I-35 at Bentwood	56
Decker Lofts	Decker Lane	262
Bridge at Loyola Lofts		204
Govalle Terrace		97
Totals		619

Part IV - Multifamily Analysis / Continued

As outlined and including properties in lease-up, under construction, and proposed, the submarket is comprised of 8,466 units, of which 3,393 or 40% are rent restricted HTC communities. It should be noted that several multifamily communities were not surveyed by ALN. Thus, the number and percentage of rent restricted, subsidized housing is higher than what has been presented. Considering the demographics of the neighborhood, this is not considered unusual. Of particular importance is that of the four (4) multifamily communities currently under construction and / or planned, all are HTC communities.

Occupancy

As outlined on the previous multifamily summary, the weighted average submarket occupancy is 93.5% for market rate properties not in lease-up. If the 1 property in lease-up is excluded, the occupancy drops to 92.2%. The eleven (11) HTC communities have an overall weighted average occupancy of 91.6%. Generally speaking, an occupancy rate of 95% or higher suggests a stabilized submarket.

Rents

As outlined on the previous multifamily summary, the rent levels are fairly high with an overall effective weighted average rent of \$1,372 per month or \$1.74 psf for market rate communities and \$1,088 per month or \$1.20 psf for HTC communities.

PART V DEMOGRAPHIC ANALYSIS

AREA DEMOGRAPHICS

Demographic information from within the defined neighborhood (zip codes 78722, 78723 and 78724) was based on the 2000 and 2010 U.S. Census. Estimates and projections for 2019 and 2024 were provided by Site to Do Business (STDB). Primary demographic information is presented as follows:

	Defined Neighborhood	Change 3-Miles (2019 - 2024)
Population		7,668
- 2000	51,231	10.9%
- 2010	56,034	
- 2019	70,591	
- 2024	78,259	
Households		2,637
- 2000	17,110	10.9%
- 2010	19,108	
- 2019	24,211	
- 2024	26,848	
2019 Estimates		
Average HH Size	2.92	
Renter Occupied Units	43.2%	
Median HH Income	\$55,856	
Per Capita Income	\$26,139	
Average HH Income	\$75,998	
HH Income < \$25,000	19.7%	
HH Income > \$74,999	37.1%	
Less Than High School	20.3%	
College Degree (Associate +)	40.1%	
Population (18 and younger)	26.6%	
Population (55 and older)	17.6%	
Median Age (Years)	31.8	

The subject's demographic statistics are compared to the Austin - Round Rock CBSA, as per the following page:

Part V - Demographic Data /Continued

	Defined Neighborhood	Austin - Round Rock CBSA	Variance
Population change (2019-2024)	10.9%	14.0%	-3.1%
Household change (2019-2024)	10.9%	13.8%	-3.0%
Average HH Size	2.92	2.60	0.32
Renter Occupied Units	43.2%	40.4%	2.8%
Median HH Income	\$55,856	\$75,946	-26.5%
Per Capita Income	\$26,139	\$38,963	-32.9%
Average HH Income	\$75,998	\$103,045	-26.2%
HH Income < \$25,000	19.7%	13.1%	6.6%
HH Income > \$74,999	37.1%	50.7%	-13.6%
Less Than High School	20.30%	9.80%	10.50%
College Degree (Associate +)	40.10%	51.00%	-10.90%
Population < 20 Years	26.6%	27.2%	-0.6%
Population > 54 Years	17.6%	21.9%	-4.3%
Median Age (Years)	31.8	34.3	-2.5

As outlined, the subject area is expected to realize strong but slightly lower growth in population, as compared to the CBSA. As an established area with limited land for expansion, this is not considered unusual. The subject area has lower median, per capita, and average household incomes. In addition, the households earning more than \$74,999 per year and less than \$25,000 are inferior as well. Given the area's location near the University of Texas, there are many 1 and 2 person households and marginally employed college students which helps explain the lower incomes. The education levels are slightly inferior with a smaller percentage of high school and college graduates. There is a similar concentration of children and lower elderly component; however, the median age is lower than the CBSA.

In addition, there is a high percentage of households renting and thus the area is transient. Overall, the demographics are indicative of an established, low to moderate income area. However, as the area continues to regentrify and new development is built, the demographics are expected to improve.

PART VI
SITE & ASSESSMENT DATA &
HIGHEST AND BEST USE

SITE DESCRIPTION

Location - The subject property is comprised of a 0.377 acre or 16,402 sq. ft. tract of vacant land slated to be a wastewater easement extending southwest from Daffan Lane, roughly 978' northwest of Decker Lane, Travis County, Texas. The whole tract totals 15.911 acres and exposure and visibility is good given the Decker and Daffan Lane frontage.

Legal Description - As per a metes and bounds legal description (presented in the Addenda), the subject site is legally described as being a 0.377 acre or 16,402 sq. ft. tract of land being out of a called 15.911 acre tract of land in the James Burleson Survey, Block 9, Abstract 4, Travis County, Texas.

Site Area: 0.3765 acres (or) 16,402 sq. ft. (Easement)

Site Shape: The subject site is rectangular shaped and functional (refer to the), measuring 350' x 114'.

Surrounding Land Uses: The subject site is adjacent to an elementary school to the east and a trailer home park to the west. A warehouse building and vacant land is located to the immediate north while vacant land, the Decker Middle School, and a United Methodist church is located to the south.

Site Improvements - As previously outlined, the proposed easement is located along the far western edge of a 15.911 acre site (whole tract) which is currently improved with an elementary school. However and for purposes of our analysis, we have valued the 15.911 acre site assumed vacant, and applied a prorated value to the land area encompassed by the proposed easement.

Utilities - All public utilities are available to the subject site. Electricity is supplied by Austin Energy; natural gas is provided by Atmos Energy; water & sewer service is provided by Austin Water Utility; and telephone service is provided by AT&T and other providers. Cable TV is available from Comcast and other providers.

Flood Zoning - As per FEMA Community Panel Nos. 48453C0480J and 48453C0490J, effective August 18, 2014, the subject site appears to be in Flood Zone X, the most desirable flood zone.

Zoning - None. The site is within an unincorporated part of Travis County and within the Austin ETJ.

Topography - The topography is generally level and at street grade.

Easements - A detailed survey of the whole site was not available. However, based on a physical inspection there do not appear to be any adverse easements.

Part VI - Site & Assessment Data and H&BU / Continued

School District, Fire and Police Protection - The subject site is situated within the Manor Independent School District. Police and fire protection is provided by the Travis County Sheriff's department and a volunteer fire department.

Environmental Issues - A Phase I Environmental Site Assessment (ESA) was not provided. Based on a physical inspection, the whole and subject site does not appear to have any environmental issues.

SUBJECT'S EASEMENT

As outlined, the subject property is a narrow strip of land measuring 23' x 713.11' and totaling 0.377 acre or 16,402 sq. ft. This strip of land is part of a 15.911 acre "whole parcel". The easement incorporates an existing telephone / electrical easement and is bisected by an existing cyclone fence. This will be a perpetual easement and is being acquired for use in providing wastewater service. It is our understanding the easement will be owned by the City of Austin. Although a survey of the whole property was not provided, the easement is on the far western edge of the site and is likely within a building setback. All factors considered, the easement does not impact the improvements and our analysis of the whole property is relative to the underlying land value only.

REAL ESTATE TAX & ASSESSMENT ANALYSIS

Following is the assessed value and associated tax liability for the subject's whole tract (TCAD #442038):

Taxing Jurisdiction	2019 Tax Rate	January 2019 Assessed Values	Taxes Due *
Manor ISD	\$1.470000	\$7,017,430 (Elementary School)	
Travis County ESD #12	\$0.100000	\$693,083 (5.911 acres or \$1.00 psf)	
Travis County	\$0.369293		
Travis County Healthcare District	\$0.105573		
Austin Community College District	\$0.104900		
Totals	\$2.149766	\$7,710,513	\$0

* The site is improved with an elementary school and thus tax exempt

As outlined, the subject's current assessed land value is only \$1.00 psf which is well below the estimated market value, as outlined later. However, given the tax exempt status, the relative land (or improvement) values are of no concern.

HIGHEST AND BEST USE

The use of a property to meet its Highest and Best Use must meet four criteria as a vacant site or as an improved site. The criteria are that the Highest and Best Use must be (1) physically possible, (2) legally permissible, (3) financially feasible, and (4) maximally productive. These uses all follow in sequence. The Highest and Best Use could not be met even if it is physically possible to construct a larger improvement if this is not financially feasible or if zoning would not permit this expansion. There are two distinct types of Highest and Best Use. The first type is the Highest and Best Use of the land as if vacant. The second type is the Highest and Best Use of a parcel as improved. This pertains to the use that should be made of the property as it exists. The following is our analysis of the Highest and Best Use as it pertains to the subject property and according to the four essential tests.

Subject Property, as if Vacant (Whole Tract)

Physical Possibility - As outlined earlier, the subject's **whole tract** is comprised of a tract of land totaling 15.911 acres. The site has adequate frontage, exposure, visibility, and traffic flow given the location along Decker and Daffan Lane. The site is rectangular shaped and well suited to medium scale development. In addition, the site is well served with utilities, located in Flood Zone X, has a buildable topography, and is not burdened by environmental issues. All factors considered, many developments are considered physically possible. Given the surrounding land uses, road frontage, and proximity to employers and transportation arterials, a multifamily use is considered most likely or probable.

Legally Permissible - The site is not zoned. Thus, any use that is physically possible and in conformance with county construction codes is legally permissible.

Financially Feasible - In order for any proposed use to meet the definition of Highest and Best Use, it must make financial sense. In other words, a proposed use must produce an income, or return, equal to or greater than the amount needed to satisfy operating expenses, financial obligations, and capital amortization. All uses that produce a positive return are financially feasible.

It is important to realize that, for an owner-user, the normal rules of financial feasibility do not apply. The specialized requirements of any specific business could predicate the construction and full utilization of a facility that would be unlikely (or even impossible) to rent in the open market at a rate that would support development. In such a case, a property could be constructed for its value in use to a specific owner. Naturally, the feasibility of the project would be inextricably tied to the fortunes of the occupying business. **The financial feasibility of the subject site will focus only on speculative and non-subsidized uses which are physically and legally possible.**

In view of the present market conditions, financial feasibility is directly proportional to the amount of net income that could be derived from the subject. The subject site is physically well suited as a multifamily land use, as evidenced by the site characteristics and surrounding development.

Part VI - Site & Assessment Data and H&BU / Continued

Multifamily Development - As outlined earlier, market rate units within the overall submarket are 93.5% occupied at effective average rents of \$1,372 or \$1.74 psf. In addition, the 4 market rate properties totaling 1,149 units were built between 2013 - 2017 and are 93.8% occupied with average rents of \$2.17 psf and thus at cost-justified levels.

Based on current construction costs and neighborhood land values, cost justified rents within the immediate subject neighborhood would need to be in the \$1.75 - \$2.00 psf range with occupancies of 90% to 95%, depending on the overall quality being proposed. Rents and occupancies of this magnitude are not currently being attained in **close proximity** to the subject, suggesting feasibility of a market rate community is not possible at the subject's whole site.

Maximum Productivity - After considering the current economic climate and subject's location and size, we are of the opinion that the development which is physically possible and legally permissible would also be its ultimate use. In the subject's case, a conventional multifamily development is not considered possible given market demand and locational factors. As such, the maximally productive (**non-subsidized**) use is to keep the site vacant pending improvements in the submarket.

However, a HTC community is viable given the potential tax credits. As such, we will seek out land sales that were purchased for development of restricted rent communities subsidized with grants and/or tax credits.

Subject Property, as if Vacant (Whole Tract)

The subject property is improved with an Elementary School. As these improvements are not affected by the proposed easement, and we are appraising the site as vacant land, a highest and best use analysis as improved is not applicable.

PART VII - SALES COMPARISON APPROACH

The Sales Comparison Approach draws heavily upon the principle of substitution. In essence, this principle states that a prudent purchaser will pay no more for a particular property than it would cost him to acquire an equally desirable alternate property. This approach involves comparison of the subject property with other properties which have either recently sold and/or properties currently being offered for sale. This comparison process involves making adjustments between the subject property and the comparable properties on an item-by-item basis. The factors considered in the comparison include financial terms, conditions of sale, date of sale, physical characteristics, size and location. The subject property is the standard, and the adjustments are made to the sales price of the comparable property in order to arrive at an indication of value for the subject.

The weaknesses of this approach include the fact that there may be insufficient data in the marketplace to justify its use; that it is based upon historical data rather than future expectations; and that the conditions of comparability may not closely conform to the subject property. Its strength lies in the fact that it reflects actual market behavior of typical purchasers under current market conditions. In short, the reliability of this approach depends upon the similarity of the comparable properties.

To arrive at an indicated value of the subject via the Sales Comparison Approach, the Deed Records of **Travis County** was researched for sales of land in the immediate area of the subject. In addition, active real estate agents and appraisers in the area were contacted for information they might have that would aid in the investigation. All of the data gathered was checked for accuracy, analyzed, and then compared and adjusted to the subject. Adjustments have been made for the characteristics of the sales that were dissimilar to the subject, and upon applying the various adjustments, an indication of value was developed.

Ideally, sales which are recent, in close proximity to the subject, similar in their highest and best use, and have comparable physical characteristics are sought as a basis for comparison. In the absence of comparable market data it is often necessary to expand the scope of the sales search to include properties which vary from the aforementioned characteristics. Given the relative amount of sales activity, it was necessary to utilize sales which varied slightly from the subject in terms of time, location, and physical characteristics. Adjustments were made for dissimilar characteristics evident in the sales in comparison to the subject, and upon applying the various adjustments, an indication of the land value was developed. In all instances, the experience of the appraiser, coupled with his objective judgment, plays a major role in arriving at a final value.

A list of the sales which were considered comparable to the subject property can be found on the following pages, along with the Land Sales Location Map and the Land Sales Analysis and Conclusion.

VACANT LAND COMPARABLE # 1			Contract
KEY MAP:	N/A	TAX ID#:	823873 and 823874
STATE:	Texas	COUNTY:	Travis
		CITY:	Austin

SELLER: Ali Danish
PURCHASER: NRP Group, LLC
DATE OF CONTRACT: November 6, 2019

LOCATION: Northwest line of Decker Lane (105 ff), approximately 1,350' northeast of Daffan Lane

LEGAL: 11.613 acres in the James Burleson Survey, Block 9, Abstract 4

PRICE: \$3,100,000 or \$6.13 Per Sq. Foot

TERMS: Cash to Seller

CASH EQUIVALENT PRICE: \$3,110,000 or \$6.15 Per Sq. Foot
\$11,870 Per Unit

DOCUMENTATION: N/A

PHYSICAL INFORMATION

LAND SIZE: 11.6130 Acres or 505,862 SF

UTILITIES: All Available

FLOOD CONTROL: Zone X

PROPOSED USE: Decker Lofts (262 unit HTC community)

CONST. SINCE PURCHASE: No

ZONING/DEED REST: No Zoning (Austin ETJ)

EASEMENTS: Typical utility easements

EXISTING ROW: Paved

SITE DESCRIPTION: Irregular but functional

SALES HISTORY: Grantor acquired the site in April 2014 for an unknown sum.

VERIFIED WITH: Reliable 3rd Party (TDHCA)

COMMENTS: Placed under contract in February 2018 and should close in mid November. This site is located roughly 1,300' north of the subject site and was purchased for construction of a 262 unit HTC community known as Decker Lofts. This site borders a golf course to the north (Bluebonnet Hill) and is across Decker Lane from the Walter E. Long Municipal Park and Lake. The site is improved with a 5,486 sf home built in 1983 and considered to have no contributory value. As such, we have added a \$10,000 demolition cost to the base sales price.



LAND SALE #1

VACANT LAND COMPARABLE # 2			Contract
KEY MAP:	N/A	TAX ID#:	923997, 923998 and 923999
STATE:	Texas	COUNTY:	Travis
		CITY:	Austin

SELLER: Quiktrip Corporation
PURCHASER: Embrey Partners
DATE OF CONTRACT: November 6, 2019

LOCATION: SE/C of IH-35 and Tech Ridge Boulevard with additional frontage along Yager Lane East

LEGAL: 21.715 acres, John M. Swisher Survey, Abstract No. 2405, Travis County, Texas

PRICE: \$7,500,000 or \$7.93 Per Sq. Foot

TERMS: Cash to Seller

CASH EQUIVALENT PRICE: \$7,500,000 or \$7.93 Per Sq. Foot
\$24,351 Per Unit

DOCUMENTATION: N/A

PHYSICAL INFORMATION

LAND SIZE: 21.7150 Acres or 945,905 SF

UTILITIES: All Available

FLOOD CONTROL: Zone X

PROPOSED USE: 308-unit HTC community

CONST. SINCE PURCHASE: No

ZONING/DEED REST: GR

EASEMENTS: Typical utility easements

EXISTING ROW: Paved

SITE DESCRIPTION: Irregular but functional

SALES HISTORY: No previous sales in the past 3 years

VERIFIED WITH: Reliable 3rd Party (TDHCA)

COMMENTS: This is a current contract. This site is slated to be improved with a 308-unit multifamily community.

VACANT LAND COMPARABLE # 3			Contract
KEY MAP:	N/A	TAX ID#:	545924
STATE:	Texas	COUNTY:	Travis
		CITY:	Austin

SELLER: Horizon Worship Center, Inc.
PURCHASER: NRP Properties, LLC
DATE OF SALE: November 6, 2019

LOCATION: Northwest corner of Loyola Lane and Johnny Morris Road
LEGAL: Abstract 22, Survey 29, Tannehill J.C.
PRICE: \$2,650,000 or \$4.80 Per Sq. Foot
TERMS: Cash to Seller
CASH EQUIVALENT PRICE: \$2,650,000 or \$4.80 Per Sq. Foot
\$12,990 Per Unit

DOCUMENTATION: N/A

PHYSICAL INFORMATION

LAND SIZE: 12.6800 Acres or 552,341 SF
UTILITIES: All Available
FLOOD CONTROL: Zone X
PROPOSED USE: 204-unit multifamily community (Bridge at Loyola Lofts)
CONST. SINCE PURCHASE: No
ZONING/DEED REST: LR/SF-3
EASEMENTS: Typical utility easements
EXISTING ROW: Paved
SITE DESCRIPTION: Rectangular and functional
SALES HISTORY: No previous sales in the past 3 years
VERIFIED WITH: Reliable 3rd Party (TDHCA)
COMMENTS: Located 3,650' east of US-183 and 2.5 miles from US-290, this site is slated to be improved with a 204-unit, HTC multifamily community known as the Bridge at Loyola Lofts.



LAND SALE #3

VACANT LAND COMPARABLE # 4			Contract
KEY MAP:	N/A	TAX ID#:	902103
STATE:	Texas	COUNTY:	Travis
		CITY:	Austin

SELLER: thinkEast Austin, LP
PURCHASER: Govalle Terrace Partners, LP
DATE OF SALE: November 6, 2019

LOCATION: South side of Jain Lane (725 ff), 1,650' east of Airport Blvd. and 4,600' from US-183

LEGAL: Abstract 22, Survey 29, Tannehill J C

PRICE: \$1,700,000 or \$9.91 Per Sq. Foot

TERMS: Cash to Seller

CASH EQUIVALENT PRICE: \$1,700,000 or \$9.91 Per Sq. Foot
\$17,526 Per Unit

DOCUMENTATION: N/A

PHYSICAL INFORMATION

LAND SIZE (see Comments): 3.9380 Acres or 171,539 SF

UTILITIES: All Available

FLOOD CONTROL: Zone X (75%) and AE (25%)

PROPOSED USE: 97-unit multifamily community (Govalle Terrace)

CONST. SINCE PURCHASE: No

ZONING/DEED REST: LO/MU

EASEMENTS: Typical utility easements

EXISTING ROW: Paved

SITE DESCRIPTION: Irregular

SALES HISTORY: No previous sales in the past 3 years

VERIFIED WITH: Reliable 3rd Party (TDHCA)

COMMENTS: Located 1,650' east of Airport Blvd. and 4,600' from US-183, this site is slated to be improved with a 97-unit, HTC multifamily community known as the Govalle Terrace. The gross acreage is 5.238 acres and 1.38 acres is flood prone and will be dedicated as parkland. As such, the net usable area is 3.938 acres.

VACANT LAND COMPARABLE # 5			Contract
KEY MAP:	N/A	TAX ID#:	772114 and 772115
STATE:	Texas	COUNTY:	Travis
		CITY:	Austin

SELLER: vXchange Facilities, LLC
PURCHASER: TX Quad, LLC
DATE OF SALE: November 6, 2019

LOCATION: SW/C of Rutherford Road and Brettonwoods Lane with frontage along Norwood Park Blvd.

LEGAL: Lots 1 and 2, Norwood Park RSB Lots 6 & 7, Replat of Lots 2-4

PRICE: \$4,500,000 or \$9.15 Per Sq. Foot

TERMS: Cash to Seller

CASH EQUIVALENT PRICE: \$4,500,000 or \$9.15 Per Sq. Foot
\$19,737 Per Unit

DOCUMENTATION: N/A

PHYSICAL INFORMATION

LAND SIZE: 11.2900 Acres or 491,792 SF

UTILITIES: All Available

FLOOD CONTROL: Zone X

PROPOSED USE: 228-unit multifamily community (Norwood Estates)

CONST. SINCE PURCHASE: No

ZONING/DEED REST: GR-MU-CO-NP

EASEMENTS: Typical utility easements

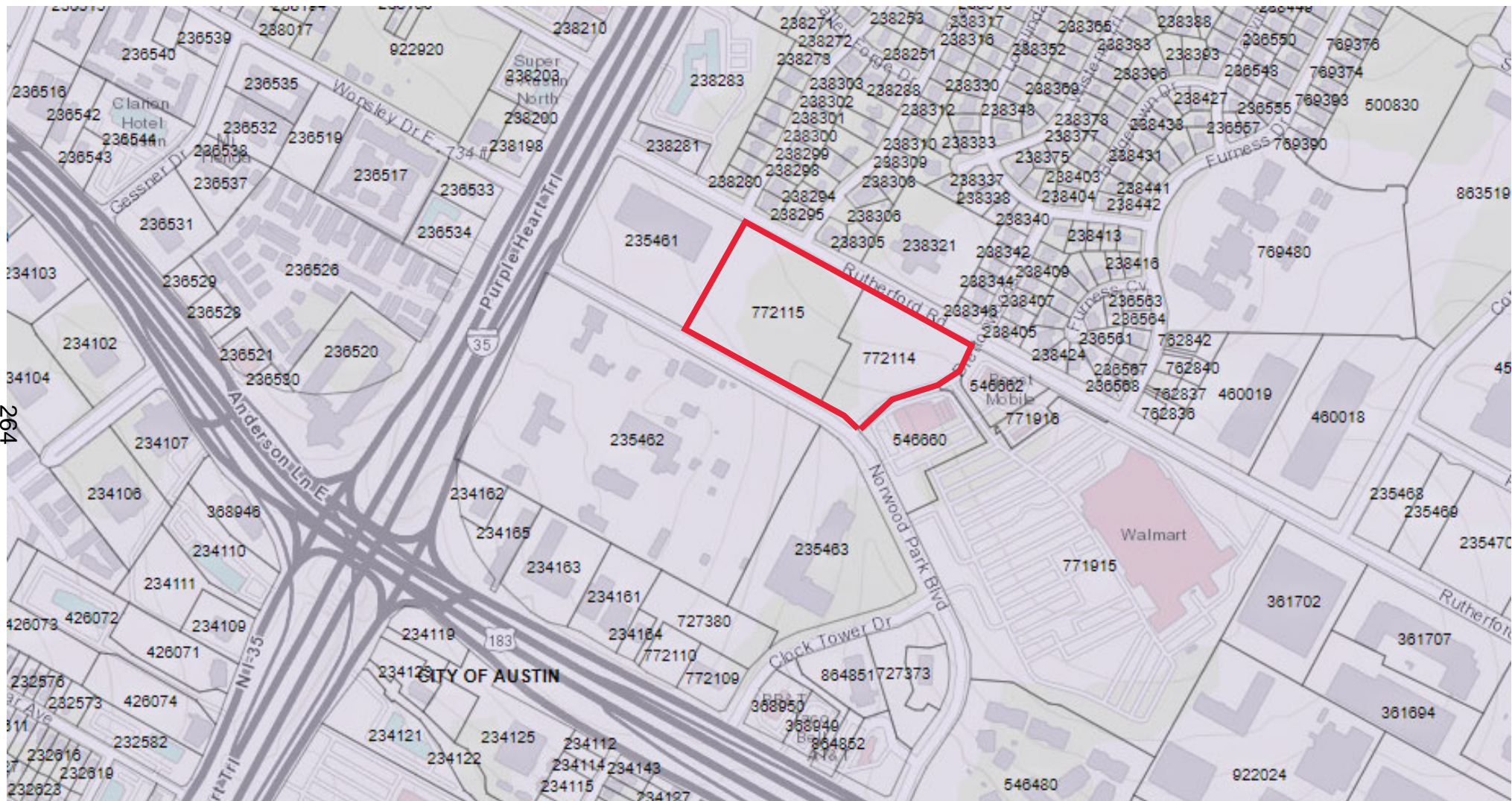
EXISTING ROW: Paved

SITE DESCRIPTION: Rectangular but functional

SALES HISTORY: No previous sales in the past 3 years

VERIFIED WITH: Reliable 3rd Party (TDHCA)

COMMENTS: Located 600' east of I-35 and 1,350' north of US-183, this site is slated to be improved with a 228-unit, HTC multifamily community known as Norwood Estates.



LAND SALE #5

VACANT LAND COMPARABLE # 6			
KEY MAP:	N/A	TAX ID#:	914284
STATE:	Texas	COUNTY:	Travis
		CITY:	Austin

SELLER: Crestmont Office Center, Ltd.
PURCHASER: Walnut Park Phase II, Ltd.
DATE OF SALE: May 2, 2018

LOCATION: SE/Q of West Yager Lane and North Lamar Boulevard, ±1,100' west of IH-35

LEGAL: John M. Swisher Survey, Abstract No. 2405, Travis County, Texas

PRICE: \$6,000,000 or \$7.79 Per Sq. Foot

TERMS: Cash to Seller

CASH EQUIVALENT PRICE: \$6,000,000 or \$7.79 Per Sq. Foot
\$20,134 Per Unit

DOCUMENTATION: 2018-067-313

PHYSICAL INFORMATION

LAND SIZE: 17.6790 Acres or 770,097 SF

UTILITIES: All Available

FLOOD CONTROL: Zone X

PROPOSED USE: 298-unit multifamily community (Walnut Park Phase II)

CONST. SINCE PURCHASE: Yes

ZONING/DEED REST: MF-2

EASEMENTS: Typical utility easements

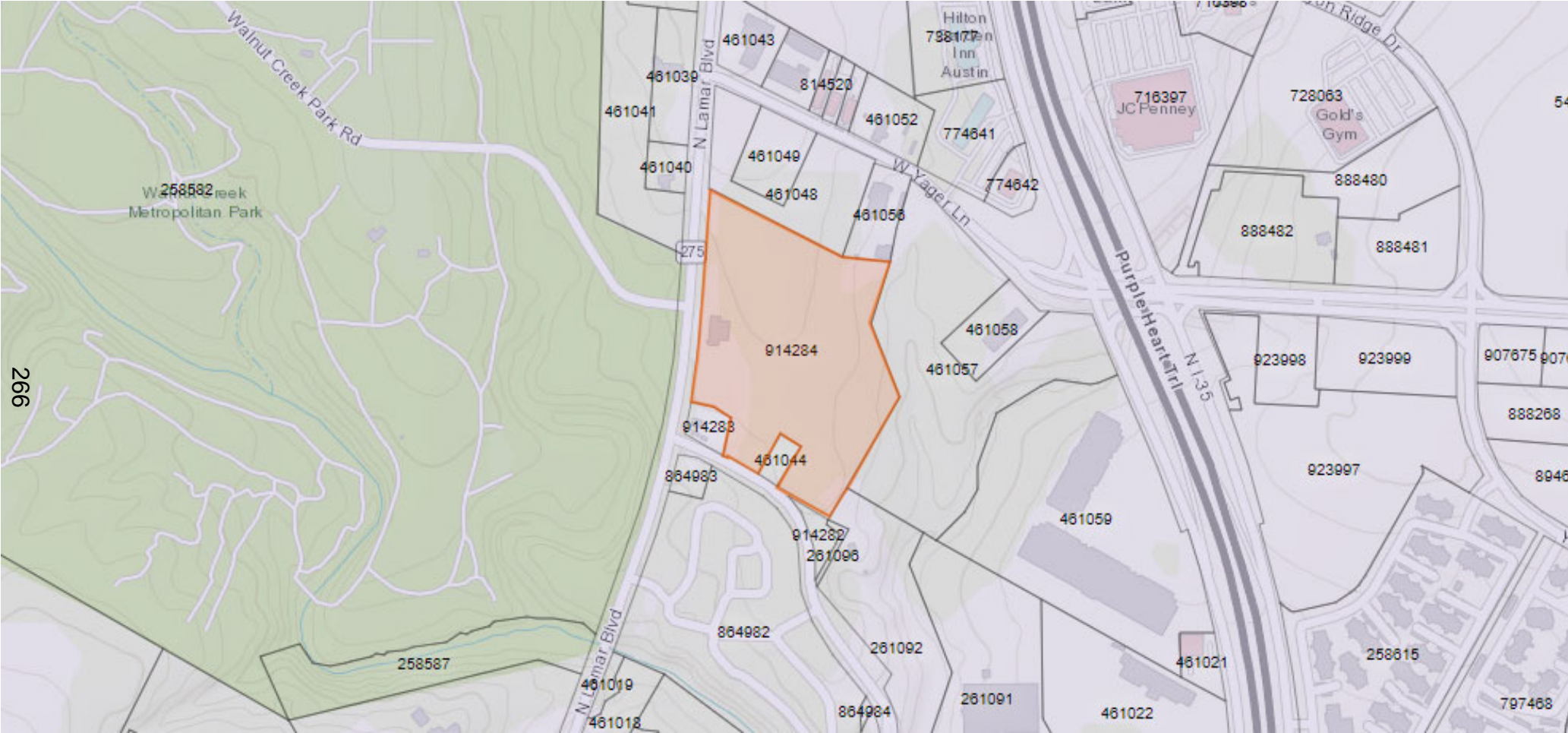
EXISTING ROW: Paved

SITE DESCRIPTION: Irregular but functional

SALES HISTORY: No previous sales in the past 3 years

VERIFIED WITH: Reliable 3rd Party (TDHCA)

COMMENTS: This site is slated to be improved with a 298-unit multifamily community known as Walnut Park Phase II.



LAND SALE #6

VACANT LAND COMPARABLE # 7

MAP: N/A	TAX ID#: 865126
STATE: Texas	COUNTY: Travis CITY: Austin

SELLER: Austin Goodnight Ranch, L.P.
PURCHASER: Austin Housing Finance Corp.
DATE OF SALE: March 15, 2018

LOCATION: North side of Charles Merle Drive, approximately ±100' west of Veritex Blvd., and ±100' south of Nuckols Crossing Road

LEGAL: Proposed Lot 3, Block A, Goodnight Ranch Phase One, Section Four, Austin, Travis County, Texas.

PRICE: \$1,935,000 or \$6.03 Per Sq. Foot

TERMS: Cash to seller

CASH EQUIVALENT PRICE: \$1,935,000 or \$6.03 Per Sq. Foot

DOCUMENTATION: 2018-039-510 \$11,121 Per Unit

PHYSICAL INFORMATION

LAND SIZE (See Comments): 7.362 Acres

UTILITIES: All Available

FLOOD CONTROL: Zone X

PROPOSED USE: 174 Unit Senior LIHTC community (Nightingale at Goodnight Ranch)

CONST. SINCE PURCHASE: Yes

ZONING/DEED RESTRICTIONS: PUD

EASEMENTS: Typical utility easements

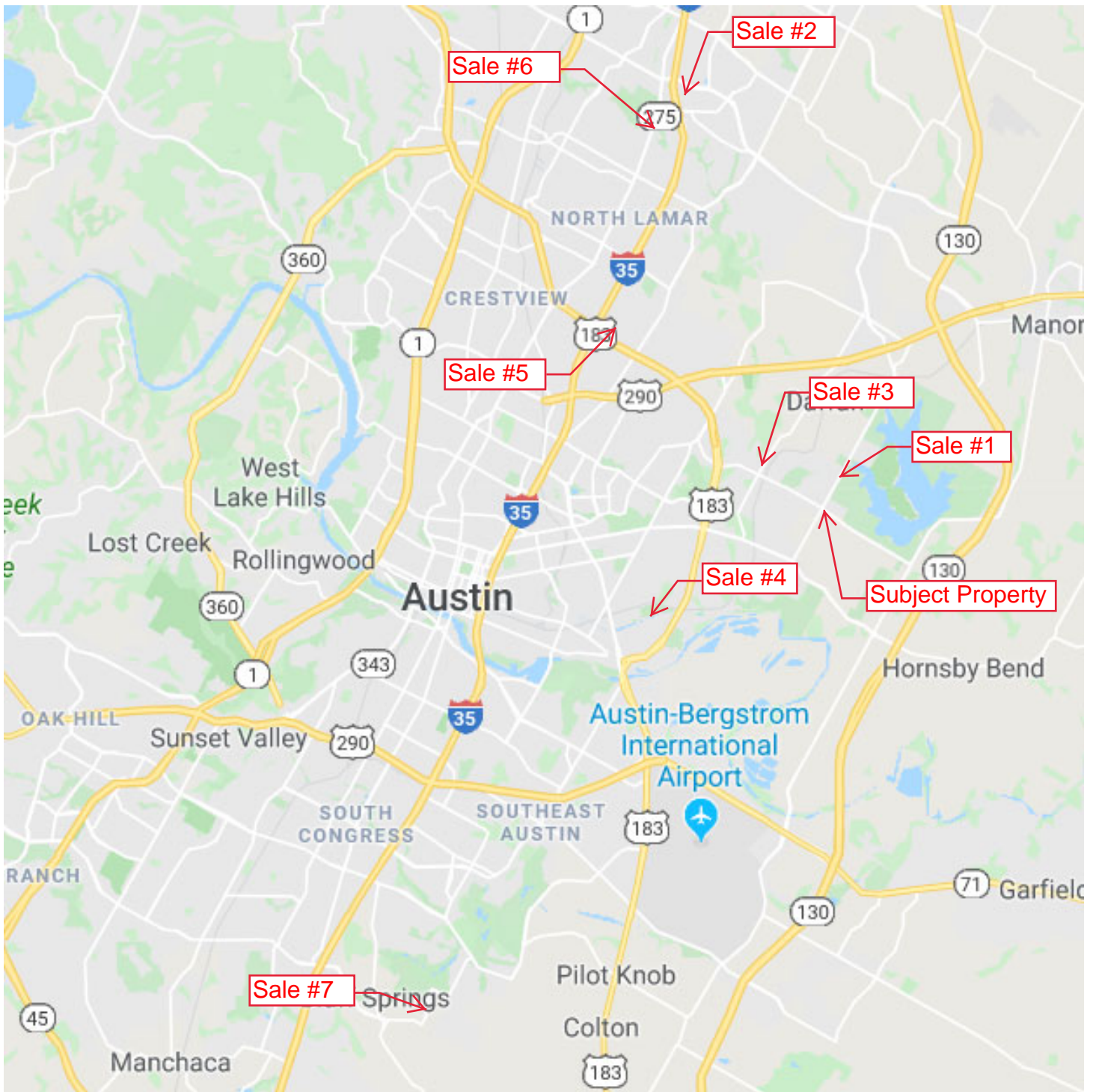
EXISTING ROW: Yes

SITE DESCRIPTION: Rectangular and functional

THREE-YEAR SALES HISTORY: No previous sales in the past 3 years

VERIFIED WITH: Contract

COMMENTS: Located 2.25 miles east of I-35, the site is slated to be improved with a 174-unit senior (55+) LIHTC community known as Nightingale at Goodnight Ranch. The property is to be restricted to the elderly (55+) and 33 units are to be at market.



LAND SALES MAP

Part VII - Sales Comparison Approach/Continued

To arrive at an estimate of land value, the preceding land sales have been compared to the subject tract in terms of date of sale, location, physical characteristics, etc. All adjustments have been made to the respective per unit sales price of the comparable properties. The following chart summarizes the sales which were seen to be applicable to our land value estimate.

Sale	Date of Sale	Size (Acre)	Effective PPSF	Comments
1 Contract	November 6, 2019	11.61	\$6.15	Placed under contract in February 2018 and should close in mid November. This site is located roughly 1,300' north of the subject site and was purchased for construction of a 262 unit HTC community known as Decker Lofts. This site borders a golf course to the north (Bluebonnet Hill) and is across Decker Lane from the Walter E. Long Municipal Park and Lake. The site is improved with a 5,486 sf home built in 1983 and considered to have no contributory value. As such, we have added a \$10,000 demolition cost to the base sales price.
2 Contract	November 6, 2019	21.72	\$7.93	This is a current contract. This site is slated to be improved with a 308-unit multifamily community.
3 Contract	November 6, 2019	12.68	\$4.80	Located 3,650' east of US-183 and 2.5 miles from US-290, this site is slated to be improved with a 204-unit, HTC multifamily community known as the Bridge at Loyola Lofts.
4 Contract	November 6, 2019	3.94	\$9.91	Located 1,650' east of Airport Blvd. and 4,600' from US-183, this site is slated to be improved with a 97-unit, HTC multifamily community known as the Govalle Terrace. The gross acreage is 5.238 acres and 1.38 acres is flood prone and will be dedicated as parkland. As such, the net usable area is 3.938 acres.
5 Contract	November 6, 2019	11.29	\$9.15	Located 600' east of I-35 and 1,350' north of US-183, this site is slated to be improved with a 228-unit, HTC multifamily community known as Norwood Estates.
6	May 2, 2018	17.68	\$7.79	This site is slated to be improved with a 298-unit multifamily community known as Walnut Park Phase II.
7	March 15, 2018	7.36	\$6.03	Located 2.25 miles east of I-35, the site is slated to be improved with a 174-unit senior (55+) LIHTC community known as Nightingale at Goodnight Ranch. The property is to be restricted to the elderly (55+) and 33 units are to be at market.

The previously listed data sample was utilized to derive a land value estimate for the subject tract as vacant. These sales were of land located within the Austin MSA. Primary emphasis was placed on land purchased for, or suitable to, HTC multifamily housing. The time period searched was from January 2018 to the present. Refer to the grid chart following this analysis for a summation of all adjustments which were applied.

Part VII - Sales Comparison Approach/Continued

PROPERTY RIGHTS

All of the sales represented Fee Simple transactions. As such, no adjustments for property rights were needed.

MARKET CONDITIONS (DATE OF SALE)

This is an important consideration since property values tend to fluctuate over time. This fluctuation is dictated by market activity. In times of economic expansion property values will show an increase in value over time, whereas, in times of economic contraction, property values will stabilize or decline. If an extended period of economic contraction exists, the marketplace will exert a downward pressure on once stable property values. This downward pressure will exist until there is a general increase in optimism about the future among buyers. Ideally, an adjustment for time is extracted by comparison of the sale and subsequent resale of the same tract of land, with the only difference being the time frame involved. The sales utilized in this analysis represent 5 current contracts and 2 sales. The 2 sales were adjusted 3% per year which is consistent with historic rental rate increases.

FINANCING

This adjustment seeks to ascertain the cash equivalent sale price relative to the definition of market value as set forth previously. Favorable financing is an important consideration because it recognizes the impact, if any, on unit price paid. All sales were cash to seller or equivalent; thus, no adjustments were deemed necessary for financing.

CONDITIONS OF SALE

All of the sales appeared to have been arms length transactions involving end-users. Thus, no adjustments were deemed necessary.

SIZE

Typically, property values and property size vary inversely. Thus, larger tracts tend to sell for lower per unit values than do smaller tracts. This is mainly due to the fact that smaller parcels usually have more potential buyers who bid up the price. Size, in this instance, is not absolute and there generally exists a range within which tracts are comparable. In addition, a tract which is too small for feasible development may suffer a loss in value. Size adjustments were applied at 10% for every doubling in size. Thus, a 5 acre tract would be adjusted 10%, relative to a 10 acre parcel.

PHYSICAL CHARACTERISTICS

These attributes include site configuration, topography, easements, ingress/egress, utilities, and flood plain criteria. Several of the comparables had flooding, easement, ingress/egress and/or site shape issues. Adjustments were applied as follows:

Part VII - Sales Comparison Approach/Continued

Utilities - The subject property has access to municipal water and is thus similar to **Sales 1 thru 7**. Thus, no adjustments for utilities were applied.

Flood / Drainage - The subject property is located in Flood Zone X and is thus similar to **Sales 1, 2, 3, 5, 6 and 7**. Conversely, **Sale 4** was 25% within Zone AE and 75% in Zone X. However, we have subtracted the impacted area from the gross acreage and thus have only considered the usable land area. Thus, no adjustment for flood zoning was needed.

Easements - The subject property has typical utility easements and none are considered adverse. Likewise, **Sales 1 thru 7** had no adverse easements, or were only nominally impacted. As such, no adjustments were applied.

Site Configuration / Development Density - The subject property is rectangular shaped and thus functional. **Sales 1 thru 7** varied in terms of site shape but were generally well suited to multifamily residential development. However, **Sales 2, 3 and 6** had developmental densities ranging from 14.2 to 16.9 units per acre. Overall inferior, upward 10% adjustments were applied to these 3 sales.

LOCATION

An adjustment for location may be required if the characteristics of a comparable property are significantly different from the subject. Locational adjustments are analyzed in terms of relative time distance relationships between all likely destinations and origins. This adjustment is the most subjective of all adjustment categories as linkages between the property and important places outside the property must be assessed. To adjust for differences in location, each comparable was analyzed and adjusted in comparison with the subject property being appraised. In addition, the sites were analyzed in the chart below to help with location comparison.

The walk / transit / bike score of the subject and comparables was as follows:

Property	Walk Score	Transit Score	Bike Score	Average
Sale 1	11	0	45	18.7
Sale 2	19	30	50	33.0
Sale 3	26	36	36	32.7
Sale 4	31	45	63	46.3
Sale 5	54	43	66	54.3
Sale 6	27	30	45	34.0
Sale 7	6	0	30	12.0
Subject	11	0	45	18.7

Part VII - Sales Comparison Approach/Continued

Adjustments are primarily subjective and are outlined as follows:

Sale 1 - This parcel is just north of the subject whole property along Decker Lane. In fact, the proposed wastewater easement is intended to provide service to this site. All factors considered, no adjustment was applied.

Sales 2 and 6 - These 2 parcels are located near the I-35 and Tech Ridge / W. Yager Lane intersection. The walk / transit / bike scores are better than the subject's and proximity to I-35 is very convenient. The surrounding land uses and proximity to employers and arterials is superior. All factors considered, these sites were superior and adjusted -25%.

Sale 3 - This parcel is located at the northwest corner of Loyola Lane and Johnny Morris Road, 3,650' east of US-183 and 2.5 miles from US-290. The walk / transit / bike scores are better than the subject's and proximity to US-183 is more convenient. The surrounding land uses are similar and proximity to employers and arterials is essentially similar. All factors considered, no adjustment was applied.

Sale 4 - This parcel is located along the south side of Jain Lane, 1,650' east of Airport Blvd. and 4,600' from US-183. The walk / transit / bike scores are much better than the subject's and proximity to US-183, the CBD, Austin-Bergstrom International Airport, and other major employers is superior. The surrounding land uses are superior with new residential development to the west. All factors considered, this site was superior and adjusted -20%.

Sale 5 - This parcel is located at the southwest corner of Rutherford Road and Brettonwoods Lane with frontage along Norwood Park Blvd., roughly 600' east of I-35 and 1,350' north of US-183. The walk / transit / bike scores are much better than the subject's and proximity to I-35, US-183, and major employment centers is superior. In addition, the surrounding land uses are superior. All factors considered, this site was superior and adjusted -30%.

Sale 7 - This parcel is located along the north side of Charles Merle Drive, approximately $\pm 100'$ west of Veritex Blvd., and $\pm 100'$ south of Nuckols Crossing Road, roughly 2.25 miles east of I-35. The walk / transit / bike scores are inferior to the subject's and proximity to I-35 and major employment centers is similar. All factors considered, no adjustment was applied.

Please refer to the grid charts on the following pages for a summation of all adjustments applied.

LAND SALES ADJUSTMENT CHART (15.911 ACRE WHOLE PROPERTY)

SALE NO.	DATE	SIZE (AC/SF)	CASH EQUIV. PRICE PER SF	COND. OF SALE	TIME	ADJ. PRICE PER SF	SIZE	LOC.	FLOOD EASEMENT SITE SHAPE			TOTAL	INDICATED VALUE/PSF
1 Contract	11/19	11.61	\$6.15	0%	0.00%	\$6.15	-3.70%	0%	0%	0%	-3.70%	\$5.92	
		505,862											
2 Contract	11/19	21.72	\$7.93	0%	0.00%	\$7.93	3.65%	-25%	0%	0%	10%	-11.35%	\$7.03
		945,905											
3 Contract	11/19	12.68	\$4.80	0%	0.00%	\$4.80	-2.50%	0%	0%	0%	10%	7.50%	\$5.16
		552,341											
4 Contract	11/19	3.94	\$9.91	0%	0.00%	\$9.91	-20.00%	-20%	0%	0%	0%	-40.00%	\$5.95
		171,539											
5 Contract	11/19	11.29	\$9.15	0%	0.00%	\$9.15	-4.10%	-30%	0%	0%	0%	-34.10%	\$6.03
		491,792											
6 Sale	05/18	17.68	\$7.79	0%	4.40%	\$8.13	1.10%	-25%	0%	0%	10%	-13.90%	\$7.00
		770,097											
7 Sale	03/18	7.36	\$6.03	0%	4.90%	\$6.33	-10.80%	0%	0%	0%	-10.80%	\$5.65	
		320,689											
									MEAN				\$6.10
									MEDIAN				\$5.95

274

Part VII - Sales Comparison Approach/Continued

RECONCILIATION (WHOLE PROPERTY)

In conclusion, the factors which seem to exert the greatest influence regarding land value was location. The sales required varying amounts of adjustments; thus, the reliability ranged from average to good. With primary emphasis placed near the mean and median and **Sale 1** (located 1,300' to the north of the subject), it is our opinion that the final estimated market value, unaffected by environmental issues, as of **November 6, 2019**, was concluded to be as shown below:

MARKET VALUE OF THE WHOLE PROPERTY	
15.911 Acres or 693,083 Sq. Ft. x \$6.00 PSF =	\$4,158,499
INDICATED VALUE	\$4,158,000

EASEMENT VALUATION

The proposed subject easement is not an independent economic unit. Given the nature of the proposed wastewater easement, the ownership rights of the whole property will be slightly encumbered. The highest and best use of the whole property is moderate density residential development, with HTC development considered most likely. No building structures can be built over the easement. In addition, the proposed easement is not considered to impact the whole property beyond the rights being acquired.

The following chart (Right of Way Magazine, “The Valuation of easements”, Sherwood, November / December 2014) outlines a very basic analysis of typical easement encumbrances. It can be used as a **generic guide** to analyze the extent of ownership the fee owner loses as a result of the encumbrance brought about by the easement:

Part VII - Sales Comparison Approach/Continued

Easement Valuation Matrix

Percentage of Fee	Comments	Potential Type of Easements
90% - 100%	Severe impact on surface use. Conveyance of future uses.	Overhead electric, flowage easements, railroad right of way, irrigation canals, exclusive access easements.
75% - 89%	Major impact on surface use. Conveyance of future uses.	Overhead electric, pipelines, drainage easements, railroad right of way, flowage easements
51% - 74%	Some impact on surface use. Conveyance of ingress/egress rights.	Pipeline, scenic easements
50%	Balanced use by both owner and easement holder.	Water or sewer lines , cable lines, telecommunications
26% - 49%	Location along a property line. Location across non-usable land area.	Water or sewer lines, cable lines
11% - 25%	Subsurface or air rights with minimal effect on use and utility. Location within a setback.	Air rights, water or sewer line
0% - 10%	Nominal effect on use and utility.	Small subsurface easement

The proposed wastewater easement is located within a property line setback and encompasses an existing electric / telephone easement. The easement will not have any meaningful impact on the whole property and can easily be incorporated into an overall development plan. Based on these considerations, it has been estimated that the encumbrance on the bundle of rights represents an approximate 40% discount of the fee simple interest. Thus, the appraiser estimates the landowner will retain 60% of the property rights within the easement.

Concluded Easement Valuation

As outlined, the market value of the whole property (land only) was previously derived and amounted to \$6.00 psf. The proposed easement is not an independent economic unit; therefore, the value of the land within the easement has been developed in the following manner:

Part VII - Sales Comparison Approach/Continued

MARKET VALUE OF THE EASEMENT								
Size of Easement			Value (\$/SF)		Interest Acquired			
16,402	Sq. Ft.	x	\$6.00	x	40%	=	\$39,365	
Plus: Damages / Cost to Cure (Cyclone Fencing - 600 LF x \$13.50 plf) *								<u>\$8,100</u>
INDICATED VALUE								\$47,465

* MVS Cost Guide, Section 66; Page 4. The chainlink fencing bisects the proposed easement and will need to be removed (and then replaced) as part of the wastewater installation process. As such, the cost associated with this will be borne by the easement buyer (city of Austin) and has been included above.

PART VIII RECONCILIATION

Based on the previous analysis, the estimated Market Value of the subject's proposed easement, in accordance with accepted appraisal procedures that conform to the code of professional ethics and standards of professional conduct of the Appraisal Institute and the Uniform Standards of Professional Appraisal Practice (USPAP), and subject to the *Assumptions and Limiting Conditions* contained herein, was:

	Market Value as of <u>November 6, 2019</u>
Cost Approach	Not Applicable
Sales Comparison Approach - 0.377 Acres	\$47,465
Income Approach	Not Applicable

The previously outlined value conclusions are subject to the following *Assumptions and Limiting Conditions*.

PART IX

ASSUMPTIONS & LIMITING CONDITIONS

1. This is an Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice (USPAP). The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.
2. No responsibility is assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report.
3. The property is appraised free and clear of any or all liens and encumbrances unless otherwise stated in this report.
4. Responsible ownership and competent property management are assumed unless otherwise stated in this report.
5. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
6. All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
7. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
8. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in this report.
9. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in this appraisal report.
10. It is assumed that all required licenses, certificates of occupancy, or other legislative or administrative authority from any local, state, or national governmental, or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.

Part IX - Assumptions & Limiting Conditions/Continued

11. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report. No survey has been made for the purpose of this report.
12. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.
13. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.
14. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.
15. Any proposed improvements are assumed to be completed in good workmanlike manner in accordance with the submitted plans and specifications.
16. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
17. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.
18. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and approval of the appraiser.

Part IX - Assumptions & Limiting Conditions/Continued

HYPOTHETICAL CONDITIONS

A hypothetical condition is defined as “a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.”³

▶ None

EXTRAORDINARY ASSUMPTIONS

An extraordinary assumption is defined as “an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser’s opinions or conclusions.”⁴

▶ None

³ *Ibid*, Page 4.

⁴ *The Appraisal Foundation, USPAP, 2018-2019 ed.*, page 4.

PART X CERTIFICATION

The undersigned does hereby certify that, except as otherwise noted in this appraisal report:

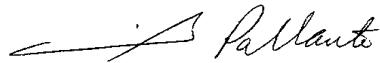
- To the best of my knowledge and belief, the statements of fact contained in this appraisal report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- The analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.
- David L. Pallante, MAI personally inspected the subject property. All pertinent data is contained in the report. In addition, N/A provided significant assistance in collecting and verifying data.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute; the Uniform Standards of Professional Appraisal Practice (USPAP); and the appraisal guidelines established by the Texas Department of Housing and Community Affairs (TDHCA) 2019 Real Estate Analysis Rules and Guidelines. **We have read and understand the requirements of Section §10.304 of the Appraisal Rules and Guidelines.**

Part X - Certification/Continued

- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, David L. Pallante has completed the requirements of the continuing education program of the Appraisal Institute.
- The value expressed in this report is not based in whole or part upon race, color, or national origin of the current/prospective owners or occupants.
- The Appraisal Assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan. **We are a disinterested party and will not materially benefit from the Development in any other way than receiving a fee for performing the appraisal and that the fee is in no way contingent upon the outcome of the appraisal.**
- David L. Pallante & Associates, L.L.C. is a corporation duly organized and validly existing under the laws of the state of Texas.

Based upon the information contained in this report and upon our judgement, knowledge, and experience as real estate appraisers, it is our opinion that the Market Value of the proposed wastewater easement is as follows:

Valuation Premise	Interest Appraised	Date of Value	Indicated Value
Market Value - 0.337 Acre	Easement Appurtenant	November 6, 2019	\$47,465



David L. Pallante, MAI
Inspecting Appraiser
State Certified General Appraiser
TX-1320347-G
Expires 03/31/2021
Appraisal Institute #8964

PART XI - ADDENDA

QUALIFICATIONS OF DAVID L. PALLANTE, MAI

Professional Memberships

Texas State Certified General Real Estate Appraiser (TX-1320347-G)

Designated Member, Appraisal Institute, (MAI #8964); Currently certified under the AI Continuing Education Program

Education

B.B.A. with concentration in Finance and Real Estate

Western Michigan University, Kalamazoo, Michigan

Business curriculum which included Real Estate Principles, Real Estate Finance, Real Estate Appraisal, Investments, and Feasibility Analysis, with various related finance courses.

Appraisal Institute Course Work:

Course 1A-1, Real Estate Valuation Principles

Course 1A-2, Real Estate Valuation Procedures

Course 1B-A, Capitalization Theory & Techniques, Part A

Course 1B-B, Capitalization Theory & Techniques, Part B

Course 2-1, Case Studies in Real Estate Valuation

Course 2-2, Valuation Analysis and Report Writing

Seminars / Continuing Education:

Real Estate and the Americans with Disabilities Act - March 1994

Real Estate Environmental Screening - March 1994

Appraisal Practices For Litigation - May 1995

Understanding Limited Appraisals - February 1996

11th and 15th Annual Legal Seminar on Ad Valorem Taxation - August 1997 and August 2001

Appraising and the Internet - December 1997

Keeping Current with Texas Real Estate (MCE) - June 1999

Uniform Standards of Professional Appraisal Practice (USPAP) - 2000/03/05/06/08/10/12/14/16/18

Appraisal Review: Commercial - February 2001

On-line Search Strategies for Real Estate Appraisers - March 2001

On-line Appraising from Blueprints and Specifications - August 2001

On-line Analyzing Operating Expenses - January 2002

On-line Feasibility, Market Value, Investment Timing: Option Value - January 2002

Appraisal of Nursing Facilities - February 2002

Appraisal Review: General - March 2003 & January 2005

Appraisal Consulting - March 2003

Land Valuation Adjustment Procedures - Module I and II - March 2003

The Houston Housing Story - Mike Inselmann (American Metro) - April 21, 2004

The Quiet Revolution in Housing & How it Affects the Appraisal Process - August 25, 2004

Houston Apartment Market Update - Mr. Cliff McDaniel, ARA Southwest - August 25, 2004

MCE Ethics and MCE Legal - January 2005

Qualifications of David L. Pallante, MAI / Continued

Seminars / Continuing Education (Continued):

The Road Less Traveled: Special Purpose Properties - January 2005
Houston Market Trends - Mr. Clark Davis, the Gerald Hines Company - March 2005
The Current State of the Houston Market - Mr. Jim McAlister, the McAlister Company, - May 2005
Local Economic Overview - Mr. Dan Seal, Greater Houston Partnership - August 2005
Impact of Hurricane Katrina on Houston - Mr. Fred Baca, Colliers - November 2005
CCIM 2006 Annual Commercial Real Estate Forecast Competition - February 2006
Property Taxes and Texas State Spending - Mr. Dan Patrick - February 2006
Market Analysis and the Site to do Business - March 2006
Mid-Year 2006 Office and Industrial Update: Good as it Gets - August 2006
Retail Markets in the Houston Area - February 2007
U.S. Army Corps of Engineers R.E. Division - October 2006
On-line Analyzing Distressed Real Estate - December 2006
On-line Valuation of Detrimental Conditions in Real Estate - March 2007
Real Estate Development Conference - Denver, CO. - May 2007
Update on The Uptown District - May 2007
Current Outlook on Houston Area Homebuilding - October 2007
Real Estate & the Economic Outlook from 2008-2009 - September 2008
Attacking & Defending an Appraisal Litigation - October 2008
Analyzing Operating Expenses - October 2008
LIHTC Basics - Novogradac - May 2009
Common Errors and Issues; Staying out of trouble in your Appraisal Practice; Spotlight on Challenges; and A Lenders Perspective - November 2010
Business Practices and Ethics - March 2006, December 2011, September 2016
On-line Appraisal Curriculum Overview - Residential and General - December 2011
Internet Search Strategies - March 2013
Current Issues Regarding Appraisals of Senior Housing and Long-Term Care Properties - March 2014
Houston's New Formula for Economic Growth - May 2014
2014 Real Estate Trends in Commercial Properties - August 2014
State of the Economy and the Houston Real Estate Market - November 2014
Houston's Economy Past and Future - February 2015
Valuing Net Zero Energy Buildings - February 2015
Appraising FHA Today - March 2015
The Nuts and Bolts of Green Building for Appraisers - March 2015
Appraisal of Land Subject to Ground Leases - March 2015
Supervisor - Trainee Course for Texas - March 2015
2015 Real Estate Trends in Commercial and Residential Properties - September 2015
Houston Real Estate Market (Dr. James Gaines) - November 2015
Downtown Houston (Bob Eury of Central Houston) - October 2016
Appraisal Institute - 2017 and Beyond - December 2016
Houston Multifamily - Have We Seen the Bottom - February 2017
A Review of Disciplinary Cases - February 2017
Advanced Hotel Appraising - Full Service Hotels - February 2017
Real Estate and the Houston Grocery War - April 2017
2017 - 2018 State of the Economy - March 2018
The Bayou Greenway Project - May 2018
2018 Real Estate Symposium - September 2018

Qualifications of David L. Pallante, MAI / Continued

Professional Experience

Appraisal experience includes both the appraisal and review of commercial properties, industrial, special purpose, vacant land and subdivisions (both commercial and residential). This work is performed for various types of clients which include lending institutions, governmental agencies, and various corporations, attorneys and individuals. Some of the more prominent / interesting appraisal assignments include the following:

Land

- ▶ 10,000 acres of timberland in East Texas
- ▶ The 400 acre Via Ranch - Katy, TX
- ▶ Norwood Park Mixed-use subdivision - Austin, TX
- ▶ Point Northwest Mixed-use subdivision - Houston, TX

Miscellaneous

- ▶ 2,000,000 gallons of wastewater capacity - Houston, TX
- ▶ Lakeside (West Houston) Airport
- ▶ The historic Balinese Ballroom - Galveston, TX
- ▶ Proposed Ritz Carlton - New Orleans, LA
- ▶ The Hardin House Dormitory - Austin, TX

Office

- ▶ Energy Tower I, II and III Office Buildings (over 1 million sf) - Houston, TX
- ▶ Energy Center III, IV and V Office Buildings (over 1.6 million sf) - Houston, TX
- ▶ Three Eldridge Office Building - Houston, TX
- ▶ 1,248,000 sq. ft. Exxon Mobil office building - Houston, TX
- ▶ 1,098,399 sq. ft. 1600 Smith Office Tower - Houston, TX
- ▶ 1,003,980 sq. ft. One Allen Center office building - Houston, TX
- ▶ 1725 and 1735 Hughes Landing Office Buildings (651,847 sf) - The Woodlands, TX
- ▶ The historic Davis Buildings - Austin, TX

Retail

- ▶ Pavilion on Post Oak Shopping Center - Houston, TX
- ▶ Whole Foods (Hughes Landing) - The Woodlands, TX

Multifamily

- ▶ Mosaic Lofts - Houston, TX
- ▶ St. Germain Lofts - Houston, TX
- ▶ Over 250 LIHTC apartment appraisals throughout Texas and Louisiana
- ▶ Over 2,500 conventional apartment appraisals throughout Texas and Louisiana

Portfolios

- ▶ 15 property conventional apartment portfolio with properties in Houston and Austin, TX
- ▶ 12 property Section 8 apartment portfolio with properties in Texas, Mississippi, Kentucky, North and South Carolina, and Georgia
- ▶ 15 property office portfolio - Austin, TX
- ▶ 10 property LIHTC portfolio with properties in Texas and Louisiana

Mr. Pallante has testified in Federal Bankruptcy, District and Commissioners Court as an expert witness in the valuation of real estate. Mr. Pallante has also testified before the Bond Review Board in Austin, Texas with regards to a proposed bond-financed, LIHTC community. In addition, Mr. Pallante has served as a special commissioner with regards to several condemnation proceedings.

You may wish to laminate the pocket identification card to preserve it.

DAVID LAWRENCE PALLANTE
7062-B LAKEVIEW HAVEN #116
HOUSTON, TX 77095

The person named on the reverse is licensed by the Texas Appraiser Licensing and Certification Board.

Inquiry as to the status of this license may be made to:

Texas Appraiser Licensing and Certification Board
P.O. Box 12188
Austin, Tx 78711-2188
www.talcb.texas.gov
(512) 936-3001
Fax:(512) 936-3899

Texas Appraiser Licensing and Certification Board
P.O. Box 12188 Austin, Texas 78711-2188

Certified General Real Estate Appraiser

Number#: **TX 1320347 G**

Issued: **03/07/2019**

Expires: **03/31/2021**

Appraiser: **DAVID LAWRENCE PALLANTE**

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Texas Occupations Code, Chapter 1103, is authorized to use this title, Certified General Real Estate Appraiser.


Douglas E. Oldmixon
Commissioner

Texas Appraiser Licensing and Certification Board

P.O. Box 12188 Austin, Texas 78711-2188

Certified General Real Estate Appraiser

Number: **TX 1320347 G**

Issued: **03/07/2019**

Expires: **03/31/2021**

Appraiser: **DAVID LAWRENCE PALLANTE**

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Texas Occupations Code, Chapter 1103, is authorized to use this title, Certified General Real Estate Appraiser.


Douglas E. Oldmixon
Commissioner

MAPS

S62°15'36"E
23.00'

DAFFAN LANE
(VARIABLE WIDTH ROW)

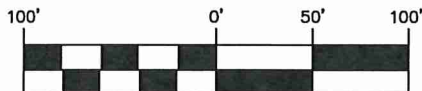
S62°15'36"E 978.54'

FD. 5/8" I.R.

P.O.B.
TXDOT (TYPE III)

DECKER LANE
(VARIABLE WIDTH ROW)


1 inch = 100'



0.377 ACRE
(16,402 SQUARE FEET)

OWNER: MANOR INDEPENDENT SCHOOL
DISTRICT
A CALLED 15.911 ACRE TRACT
VOL. 13204, PG. 2143 (R.P.R.)

LEGEND:

- D.R. DEED RECORDS OF TRAVIS COUNTY, TEXAS
- R.P.R. REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS
- O.P.R. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- TXDOT TEXAS DEPARTMENT OF TRANSPORTATION
- FD. FOUND
- I.R. IRON ROD
-  FOUND MONUMENT (AS NOTED)

OWNER: TRIDENT-OAKCREST L.L.C.
A CALLED 117.719 ACRE TRACT
DOC. NO. 1999106751 (O.P.R.)

N27°44'07"E 713.11'

S27°44'07"W 713.11'

JAMES BURLESON SURVEY
BLOCK 19
ABSTRACT NO. 4

NOTES:

1. THE PROFESSIONAL SERVICES PROVIDED HERewith INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00.
3. ADJOINERS SHOWN FOR INFORMATIONAL PURPOSES ONLY.

EXHIBIT OF

A 0.377 ACRE OR 16,402 SQUARE FOOT TRACT OF LAND BEING OUT OF A CALLED 15.911 ACRE TRACT OF LAND CONVEYED TO MANOR INDEPENDENT SCHOOL DISTRICT, RECORDED IN VOLUME 13204, PAGE 2143 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, SITUATED IN THE JAMES BURLESON SURVEY, BLOCK 19, ABSTRACT NO. 4, IN TRAVIS COUNTY TEXAS.



FD. 1/2" I.R.

S62°14'57"E 364.39'

FD. 60D NAIL

N62°14'57"W
23.00'

OWNER: MANOR INDEPENDENT SCHOOL DISTRICT
A CALLED 68.74 ACRE TRACT
DOC. NO. 2007011427 (O.P.R.)

OWNER: DECKER LANE
METHODIST CHURCH
A CALLED 10 ACRE TRACT
VOL. 63, PG. 365 (D.R.)

**PAPE-DAWSON
ENGINEERS**

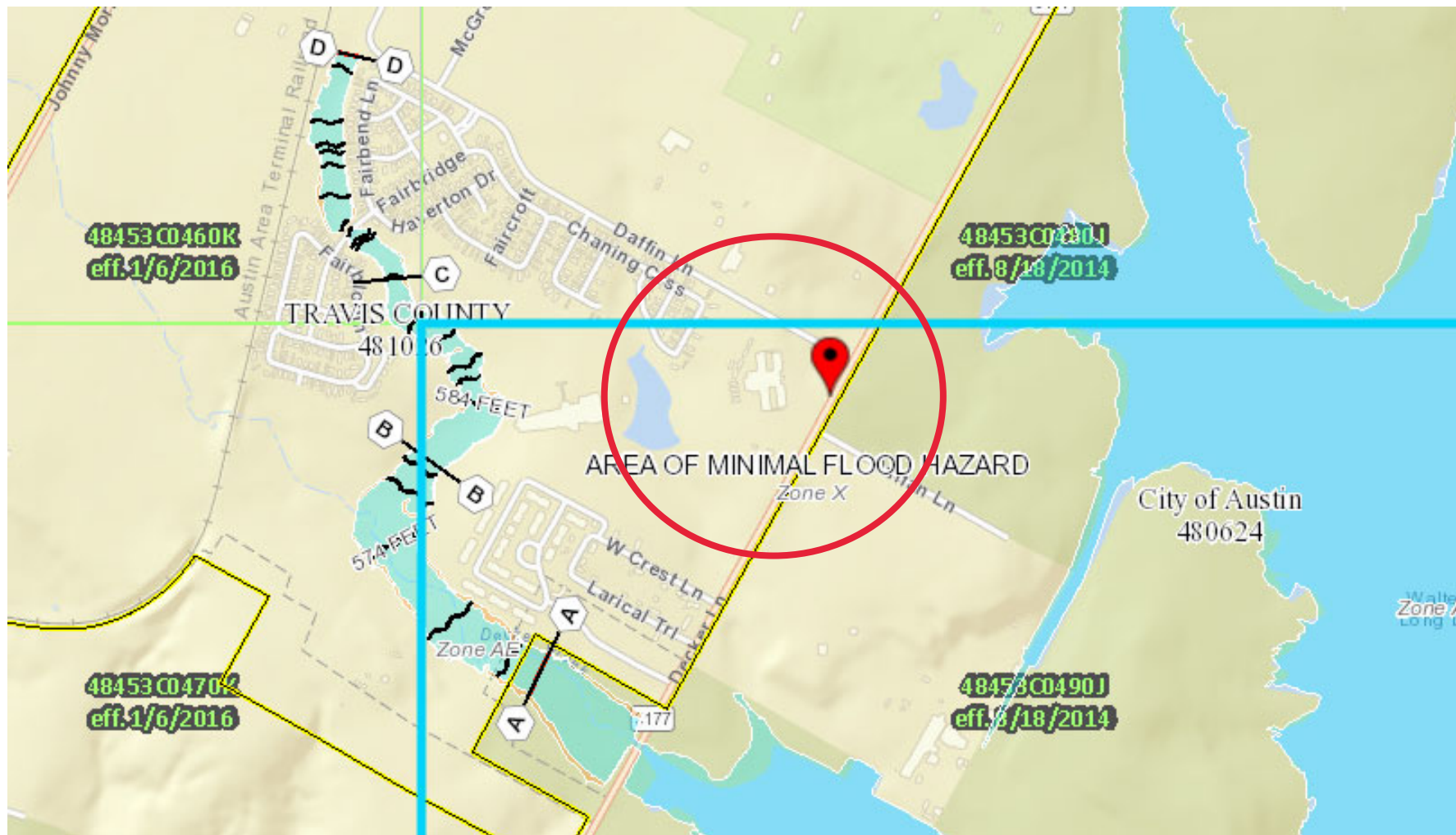
AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
10801 N MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78759 | 512.454.8711
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028801

SEPTEMBER 23, 2019

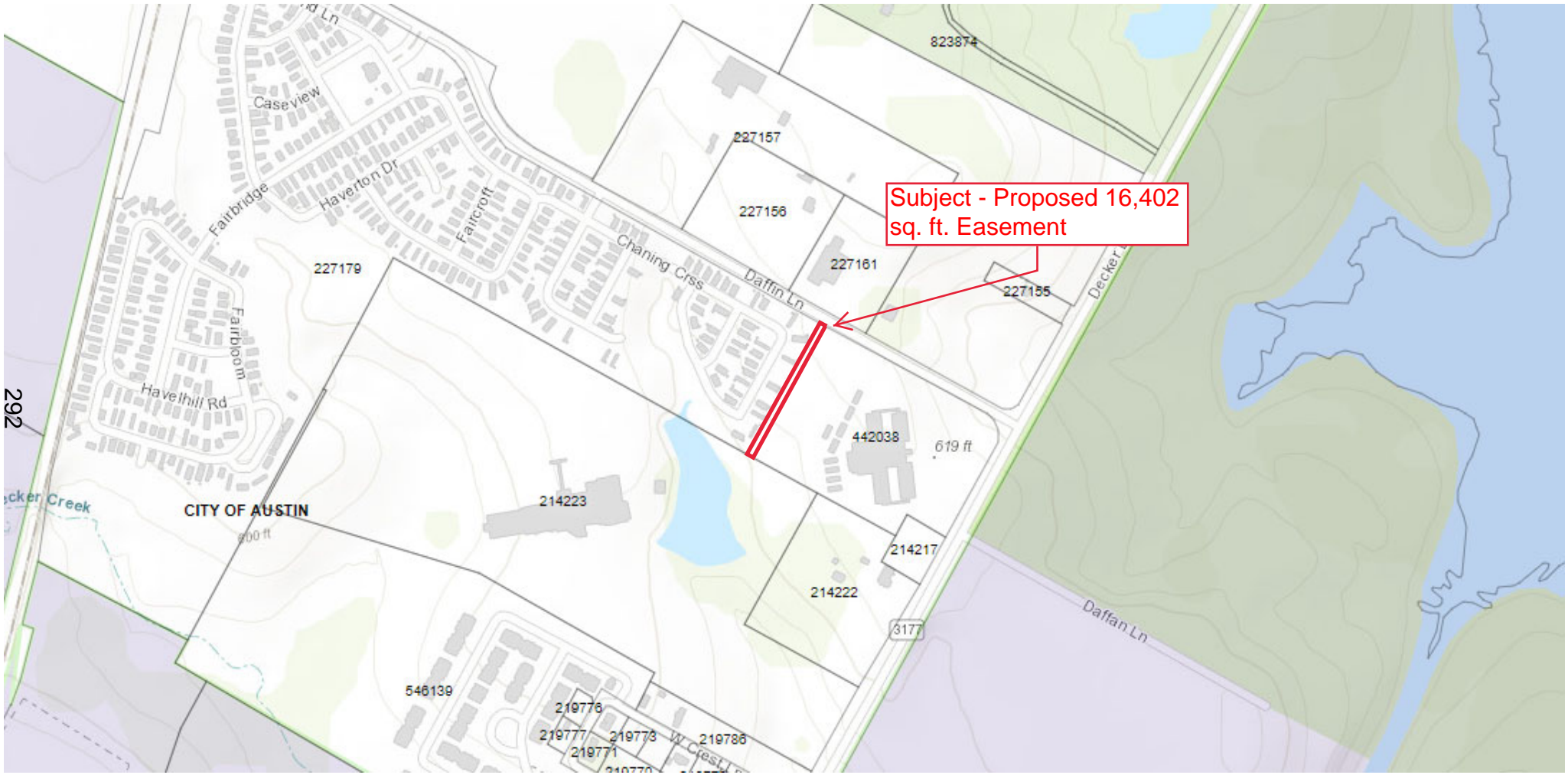
JOB No.:

SHEET 1 OF 1

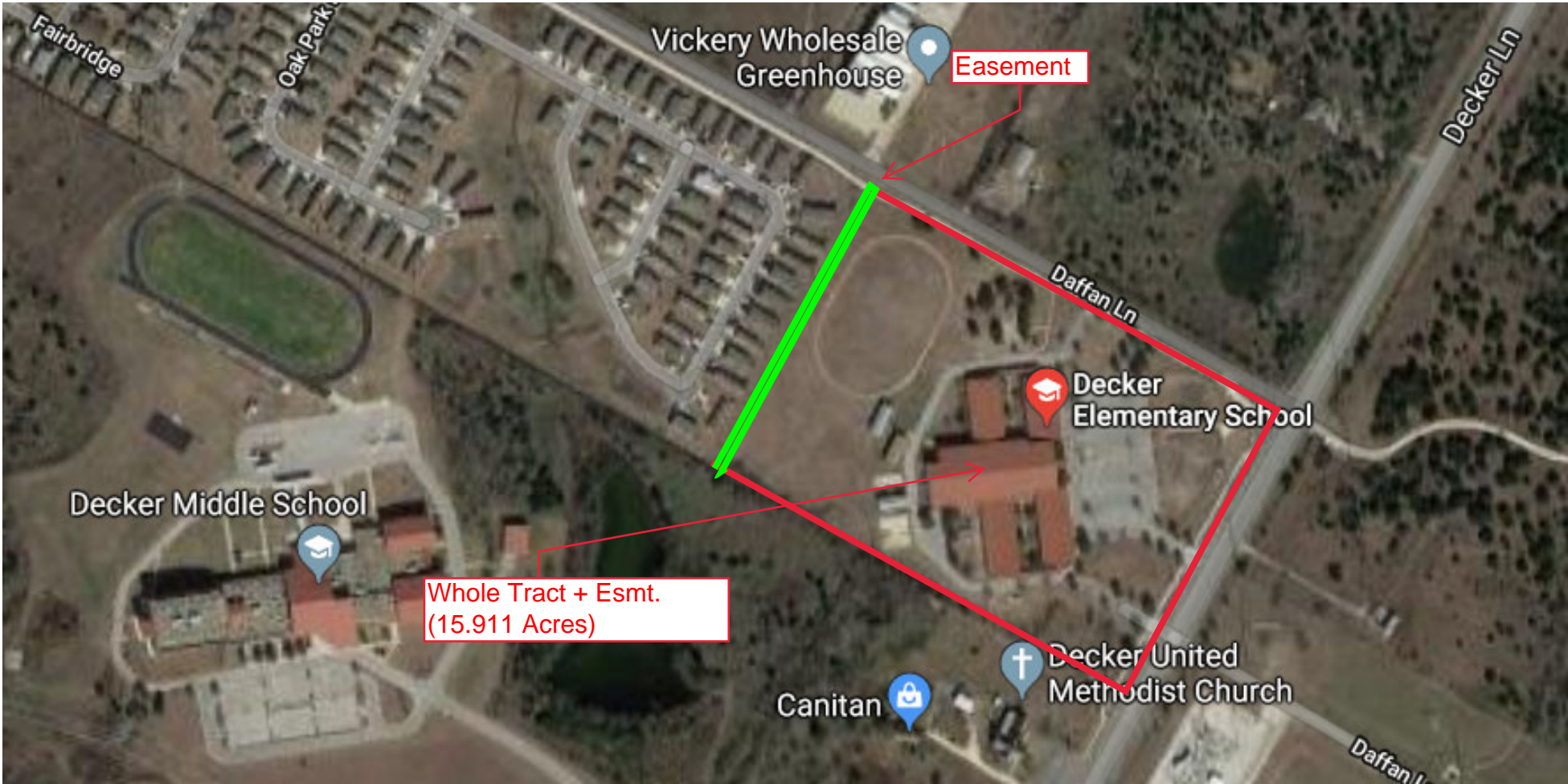
51038-00



FLOOD MAP



PLAT MAP - EASEMENT



AERIAL MAP

**METES & BOUNDS
LEGAL DESCRIPTION**



FIELD NOTES

FOR

A 0.377 ACRE OR 16,402 SQUARE FOOT TRACT OF LAND BEING OUT OF A CALLED 15.911 ACRE TRACT OF LAND CONVEYED TO MANOR INDEPENDENT SCHOOL DISTRICT, RECORDED IN VOLUME 13204, PAGE 2143 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, SITUATED IN THE JAMES BURLESON SURVEY, BLOCK 19, ABSTRACT NO. 4, IN TRAVIS COUNTY TEXAS. SAID 0.377 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE;

BEGINNING at a TXDOT Type III monument found in the south right-of-way line of Daffan Lane, a variable width right-of-way, said point being the northwest corner of said 15.911-acre tract, same being the northeast corner of a called 117.719-acre tract conveyed to Trident-Oakcrest L.L.C. recorded in Document No. 1999106751 of the Official Public Records of Travis County, Texas for the northwest corner and **POINT OF BEGINNING** hereof;

THENCE S 62°15'36" E, with the south right-of-way line of said Daffan Lane, same being the north boundary line of said 15.911-acre tract, a distance of **23.00 feet** to a calculated point for the northeast corner hereof, from which a $\frac{5}{8}$ " iron rod found at the southwest intersection of said Daffan Lane and Decker Lane, a variable width right-of-way, said point being the northeast corner of said 15.911-acre tract bears S 62°15'36" E, 978.54 feet;

THENCE S 27°44'07" W, departing the south right-of-way line of said Daffan Lane, through the interior of said 15.911-acre tract, a distance of **713.11 feet** to a calculated point in the north boundary line of a called 68.74-acre tract conveyed to Manor Independent School District recorded in Document No. 2007011427 of the Official Public Records of Travis County, Texas for the southeast corner hereof, from which a 60D nail found in the south boundary line of said 15.911-acre tract, same being the northeast corner of said 68.74-acre tract, also being the northwest corner of a called 10-acre tract conveyed to Decker Lane Methodist Church, recorded in Volume 63, Page 365 of the Deed Records of Travis County, Texas bears S 62°14'57" E, 364.39 feet;

THENCE N 62°14'57" W, with the south boundary line of said 15.911-acre tract, same being the north boundary line of said 68.74-acre tract, a distance of **23.00 feet** to a $\frac{1}{2}$ " iron rod found at the southwest corner of said 15.911-acre tract, same being a point in the north boundary line of said 68.74-acre tract, also being the southeast corner of said 117.719-acre tract for the southwest corner hereof;

TBPE Firm Registration #470 | TBPLS Firm Registration #10028801

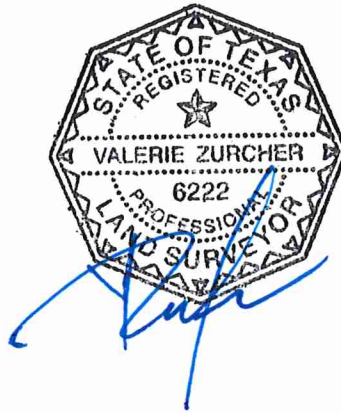
Austin | San Antonio | Houston | Fort Worth | Dallas

Transportation | Water Resources | Land Development | Surveying | Environmental

10801 N MoPac Expy., Bldg. 3, Suite 200, Austin, TX 78759 512.454.8711 www.Pape-Dawson.com

THENCE N 27°44'07" E, departing the north boundary line of said 68.74-acre tract, with the west boundary line of said 15.911-acre tract, also being the east boundary line of said 117.719-acre tract, a distance of **713.11 feet** to the **POINT OF BEGINNING** and containing 0.377 acres in Travis County, Texas. Said tract being described in accordance with a description and exhibit prepared by Pape-Dawson Inc. under job number 51038-00.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: September 23, 2019
JOB No.: 51038-00
DOC.ID.: H:\Survey\CIVIL\51038-00\Easements\Word\FN51038-00_0.377Ac_WWE.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-01



**SAMPLE EASEMENT
AGREEMENT**

NOTICE OF CONFIDENTIALITY RIGHTS: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

WASTEWATER LINES EASEMENT

Date:

Grantor: MANOR INDEPENDENT SCHOOL DISTRICT,

Grantor's Address: 10335 US Hwy 290E, City Of Manor, Travis County, Texas 78653

City: City of Austin, Texas, a Texas home-rule municipal corporation situated in the counties of Hays, Travis, and Williamson

City's Address: P.O. Box 1088
Austin, Travis County, Texas 78767-1088

Easement Tract: All that parcel of land situated in _____ County, Texas, described in the attached **Exhibit A**

Easement Duration: Perpetual

Easement Purpose: To install, construct, operate, use, maintain, repair, modify, upgrade, monitor, inspect, replace, make connections with, remove, and decommission the Facilities

Facilities: Wastewater lines with all associated appurtenances

Permitted Encumbrances: Any easements, liens, encumbrances, and other matters not subordinated to the Easement Tract and of record in the Real Property Records of the Texas county in which the Easement Tract is located that are valid, existing, and affect the Easement Tract as of the Date

Non-Permitted Activity: Installation, construction, operation, use, maintenance, repair, modification, upgrade, and replacement of any structure, building, retaining wall, detention or water quality control, rainwater harvesting system, tree, or other similar improvement either above or below the surface of the Easement Tract.

Repairable Improvements: Irrigation systems which are installed perpendicular to the Facilities, asphalt or concrete walkways, driveways, parking areas, and access roads at grade level, and barbed-wire, chain-link, or wooden fences which are installed parallel to the Facilities that do not interfere in any material way or are not inconsistent with the rights granted the City under this Easement for the Easement Purpose as determined by the City in its reasonable discretion

Grantor, for **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable consideration paid to Grantor, the receipt and sufficiency of which is acknowledged by Grantor, **GRANTS, SELLS, AND CONVEYS** to the City a non-exclusive easement in, over, under, on, and across the Easement Tract for the Easement Purpose as may be necessary or desirable subject to the Permitted Encumbrances, together with (i) the right of ingress and egress at all times over, on, and across the Easement Tract for use of the Easement Tract for the Easement Purpose, (ii) the right to eliminate any encroachments in the Easement Tract that interfere in any material way or are inconsistent with the rights granted the City under this instrument for the Easement Purpose as determined by the City in its reasonable discretion, and (iii) any and all rights and appurtenances pertaining to use of the Easement Tract (collectively, the "**Easement**").

TO HAVE AND TO HOLD the Easement to the City and City's successors and assigns for the Easement Duration and Easement Purpose; provided, however, Grantor reserves the right to enter upon and use any portion of the Easement Tract, but in no event shall Grantor enter upon or use any portion of the Easement Tract for any Non-Permitted Activity or in any other manner that interferes in any material way or is inconsistent with the rights granted the City under this Easement for the Easement Purpose as determined by City in its reasonable discretion. City shall be obligated to restore or replace to a good and functioning condition as determined by the City in its reasonable discretion only the Repairable Improvements which have been removed, relocated, altered, damaged, or destroyed as a result of City's use of the Easement Tract.

Grantor binds Grantor and Grantor's heirs, successors, and assigns to **WARRANT AND FOREVER DEFEND** the title to the Easement, subject to the Permitted Encumbrances, to the City against every person whomsoever lawfully claiming or to claim the Easement Tract or any part of the Easement Tract when the claim is by, through, or under Grantor, but not otherwise.

Except where the context otherwise requires, *Grantor* includes *Grantor's heirs, successors, and assigns* and *City* includes *City's employees, agents, consultants, contractors, successors, and assigns*; and where the context requires, singular nouns and pronouns include the plural.

--- The remainder of this page is intentionally blank ---

Executed effective the Date first above stated.

By: _____
Name: Royce Avery, Ed.D.
Title: Superintendent

STATE OF §
COUNTY OF §

Before me, the undersigned notary, on this day personally appeared _____, of _____, a _____, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on ____ .

[Seal]

Notary Public, State of Texas

APPROVED AS TO FORM:
CITY OF AUSTIN, TEXAS
LAW DEPARTMENT

REVIEWED:
CITY OF AUSTIN, TEXAS
AUSTIN WATER UTILITY

By: _____
Name: _____
Title: Assistant City Attorney

By: _____
Name: _____
Title: _____

**AFTER ATTACHING THE REQUIRED EXHIBITS TO THIS INSTRUMENT,
THE FOLLOWING APPROPRIATE DOCUMENTS (USE AFFIDAVITS FORM A-01.0) ALSO NEED TO BE
ATTACHED:**

A. Determine whether the instrument is executed by an individual or a legal entity

IF AN INDIVIDUAL, ATTACH:

**COA Form A-01.1 - Affidavit as to Debts, Liens, and Occupancies [Ownership Type –
Individuals]**

IF A LEGAL ENTITY, ATTACH:

COA Form A-01.2 - Affidavit as to Debts, Liens, and Occupancies [Ownership Type – Entity]

**B. Determine whether there is a lien holder by providing to the City an ownership and lien
search certificate from a Title Company that shows:**

1. All owners of record
2. All lienholders of record, which hold current liens
3. A property legal description

IF LIEN HOLDER, ATTACH FOR EACH LIEN HOLDER:

COA Form A-02.1 – Consent and Subordination by Lien Holder

C. Determine whether there is a tenant on the property:

IF TENANT, ATTACH FOR EACH TENANT:

COA Form A-03.1 – Consent and Subordination by Tenant

D. Provide the following recording page:

COA Form A-04.1 – Recording Page

GLOSSARY OF TERMS

INTRODUCTION

This section provides definitions for real estate terms that are used throughout this appraisal. Unless otherwise stated, the source for all definitions is *The Dictionary of Real Estate Appraisal, 6th ed. (Chicago: Appraisal Institute, 2015)*.

Actual Age - The number of years that have elapsed since construction of an improvement was completed; also called *historical* or *chronological age*.

Appraisal - (Noun) the act or process of developing an opinion of value; an opinion of value. (Adjective) of or pertaining to appraising and related functions such as appraisal practice or appraisal services. *Comment:* An appraisal must be numerically expressed as a specific amount, as a range of numbers, or as a relationship (e.g., not more than, not less than) to a previous value opinion or numerical benchmark (e.g., assessed value, collateral value). *Source: USPAP, 2018-2019*

As Is Market Value - The estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal date.

Assignment Conditions - Assumptions, extraordinary assumptions, hypothetical conditions, laws and regulations, jurisdictional exceptions, and other conditions that affect the scope of work. *Comment:* Laws include constitutions, legislative and court-made law, administrative rules, and ordinances. Regulations include rules or orders, having legal force, issued by an administrative agency. *Source: USPAP, 2018-2019*

Client - The party or parties who engage an appraiser (by employment or contract) in a specific assignment. *Comment:* The client may be an individual, group, or entity, and may engage and communicate with the appraiser directly or through an agent. *Source: USPAP, 2018-2019*

Confidential Information - Information that is either a) Identified by the client as confidential when providing it to an appraiser and that is not available from any other source; or b) Classified as confidential or private by applicable law or regulation. *Source: USPAP 2018-2019*

Cost Approach - A set of procedures through which a value indication is derived for the fee simple estate by estimating the current cost to construct a reproduction of (or replacement for) the existing structure, including an entrepreneurial incentive or profit; deducting depreciation from the total cost; and adding the estimated land value. Adjustments may then be made to the indicated value of the fee simple estate in the subject property to reflect the value of the property interest being appraised.

Depreciation - In appraising, a loss in property value from any cause; the difference between the cost of an improvement on the effective date of the appraisal and the market value of the improvement on the same date.

Depreciated Cost - Cost less depreciation as of the date of the appraisal.

Direct Capitalization - A method used to convert an estimate of a single year's income expectancy into an indication of value in one direct step, either by dividing the net income estimate by an appropriate capitalization rate or by multiplying the income estimate by an appropriate factor. Direct capitalization employs capitalization rates and multipliers extracted or developed from market data. Only a single year's income is used. Yield and value changes are implied but not identified.

Appraiser clarification: For Direct Capitalization to be appropriate and reliable, 1) the property must be put to its highest and best use, 2) only stabilized income should be capitalized, 3) the estimated NOI should be forward looking (proforma), and 4) cap rates should be extracted from the sale comparables in the same manner they are applied to the subject property.

Easement Appurtenant - An easement having both dominant and servient estates. The easement interest passes with title to the dominant estate and continues to burden the servient estate. An easement appurtenant contrasts with an easement in gross, which has a servient estate but no dominant estate.

Economic Life - The period over which improvements to real property contribute to property value.

Effective Age - The age of property that is based on the amount of observed deterioration and obsolescence it has sustained, which may be different from its chronological age.

Effective Date - The date on which the analyses, opinions, and advice in an appraisal, review, or consulting service apply.

Exposure Time - The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based on an analysis of past events assuming a competitive and open market.

Extraordinary Assumption - An assumption, directly related to a specific assignment, which, if found to be false, could alter the appraiser's opinions or conclusions. *Comment:* Uncertain information might include physical, legal, or economic characteristics of the subject property; or conditions external to the property, such as market conditions or trends; or the integrity of data used in an analysis. *Source:* USPAP 2018-2019

Fee Simple - Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

Highest and Best Use - The reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.

Hypothetical Condition - A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis. *Comment:* Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis. *Source: USPAP 2018-2019*

Income Approach - A set of procedures through which an appraiser derives a value indication for an income-producing property by converting its anticipated benefits (cash flows and reversion) into property value. This conversion can be accomplished in two ways. One year's income expectancy can be capitalized at a market-derived capitalization rate or at a capitalization rate that reflects a specified income pattern, return on investment, and change in the value of the investment. Alternatively, the annual cash flows for the holding period and the reversion can be discounted at a specified yield rate.

Intended Use - The use(s) of an appraiser's reported appraisal or appraisal review assignment results, as identified by the appraiser based on communication with the client at the time of the assignment. *Source: USPAP 2018-2019*

Intended User - The client and any other party as identified, by name or type, as users of the appraisal or appraisal review report by the appraiser, based on communication with the client at the time of the assignment. *Source: USPAP 2018-2019*

Leased Fee - An ownership interest held by a landlord with the rights of use and occupancy conveyed by lease to others. The rights of the lessor (the leased fee owner) and the leased fee are specified by contract terms contained within the lease.

Market Rent - The most probable rent that a property should bring in a competitive and open market reflecting all conditions and restrictions of the lease agreement, including permitted uses, use restrictions, expense obligations, term, concessions, renewal and purchase options, and tenant improvements (TI's).

Market Value - As quoted in the Federal Register, Volume 55, 12 C.F.R. Part 34.42(g), Page 34696, August 24, 1990, as amended at Federal Register, Volume 57, Page 12202, April 9, 2002; Federal Register, Volume 59, Page 29499, June 7, 1994, Market Value is defined as follows:

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale of a specified date and passing of title from seller to buyer under conditions whereby:

- (1) Buyer and seller are typically motivated;
- (2) Both parties are well informed or well advised, and each acting in what they consider their own best interest;
- (3) A reasonable time is allowed for exposure in the open market;

Glossary of Terms / Continued

- (4) Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- (5) The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Marketing Time - An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal.

Potential Gross Income - The total income attributable to real property at full occupancy before vacancy and operating expenses are deducted.

Prospective Opinion of Value - A value opinion effective as of a specified future date. The term does not define a type of value. Instead, it identifies a value opinion as being effective at some specific future date. An opinion of value as of a prospective date is frequently sought in connection with projects that are proposed, under construction, or under conversion to a new use, or those that have not yet achieved sellout or a stabilized level of long-term occupancy.

Prospective Opinion of Value - A value opinion effective as of a specified future date. The term does not define a type of value. Instead, it identifies a value opinion as being effective at some specific future date. An opinion of value as of a prospective date is frequently sought in connections with projects that are proposed, under construction, under conversion to a new use, or those that have not yet achieved sellout or a stabilized level of long-term occupancy.

Remaining Economic Life - The estimated period during which improvements will continue to represent the highest and best use of the property; an estimate of the number of years remaining in the economic life of the structure or structural components as of the date of the appraisal; used in the economic age-life method of estimating depreciation.

Replacement Cost - The estimated cost to construct, at current prices as of the effective appraisal date, a substitute for the building being appraised, using modern materials and current standards, design, and layout.

Reproduction Cost - The estimated cost to construct, at current prices as of the effective date of the appraisal, an exact duplicate or replica of the building being appraised, using the same materials, construction standards, design, layout, and quality of workmanship and embodying all the deficiencies, superadequacies, and obsolescence of the subject building.

Glossary of Terms / Continued

Sales Comparison Approach - The process of deriving a value indication for the subject property by comparing market information for similar properties with the property being appraised, identifying appropriate units of comparison, and making qualitative comparisons with or quantitative adjustments to the sale prices (or unit prices, as appropriate) of the comparable properties based on relevant, market-derived elements of comparison.

Scope of Work - The type and extent of research and analyses in an appraisal or appraisal review assignment. *Source USPAP 2018-2019*

SUBJECT PHOTOGRAPHS



South along the proposed easement from Daffan Lane



SE along Daffan Lane from Easement



NW along Daffan Lane from Easement



NE along Decker Lane from Daffan Lane



SW along Decker Lane from Daffan Lane



North along the proposed esmt. from South property line

SUBJECT PHOTOGRAPHS



View of adjacent trailer home
(Borders the easement to the west)



View of nearby church along Decker Lane
(South of the whole property)



View of elementary school (Part of the Whole Tract)



Vickery Wholesale Greenhouse along Daffan Lane
(Across from the easement)

112 E. PECAN STREET
SUITE 1360
SAN ANTONIO, TEXAS 78205
TELEPHONE: 210.299.3704
FAX: 210.299.4731

PAUL M. JUAREZ
OF COUNSEL

October 25, 2019

Dr. Royce Avery
Superintendent
Manor ISD
10335 US Highway 290 East
Manor, Texas 78653

RE: Amended Request for Manor ISD Board Approval of the Acquisition of an Approximately 0.377- Acre Utility Wastewater Easement for the Benefit of Property Generally Located at 9000 Decker Lane, in the City of Austin, Travis County, Texas (the “Subject Property;”); *Our File No. 9596.031.*

Dear Dr. Avery:

On behalf of the purchaser of the Subject Property, The NRP Group (“Purchaser”), please accept this letter as an amended formal request for consideration and approval by the Manor ISD School Board (“Board”) of the acquisition of an approximately 0.377-acre utility wastewater easement along the northwesterly lot line of Manor Elementary School (*see*, “**Exhibit 1**”). This request is made pursuant to Section 272.001(a) of the Texas Local Government Code (“State Code”) which is applicable to the Purchaser. Section 272.001(a) specifically applies as the Purchaser is a private entity which is in the process of developing an affordable housing project on property adjacent to the ISD property, and the requested easement will be for the benefit of the City of Austin¹. This amended request is made to secure placement on the November 18, 2019 Board Meeting agenda.

The Subject Property is an approximately 11.613-acre tract located along Decker Lane and is currently owned by Danish Ali (“Owner”). The Purchaser and Owner have entered into a purchase agreement which grants the Purchaser the authority to make this request on the Owner’s behalf. The Purchaser intends to co-develop a multifamily project upon the Subject Property and has been in negotiations with the City of Austin (“City”) regarding the project. As a requirement of permitting the proposed project, the City has required the Purchaser secure the dedication of the requested easement (*see*, “**Exhibit 2**”). The City has required the easement to ease wastewater flow on the Subject Property. Although the easement is sought by the Purchaser, the easement will be executed by Manor ISD for the benefit of the City (*see* “Wastewater Lines Easement;” “**Exhibit 3**”). Please note, the attached Wastewater Lines Easement was provided by the City and acknowledges that the City will take ownership, however the document was provided in a format which is electronically locked from editing.

¹ Of note, Sections 272.001(b)(5) and 272.001(g) of the State Code could also be used as a basis for the Purchaser’s request, the determination of which subsection applies– State Code Section 272.001(a), 272.001(b)(5), or 272.001(g)–is for the reasonable judgment of Manor ISD.

On July 15, 2019, the Purchaser submitted a formal request to the Board for consideration and approval of the easement acquisition (*see*, “**Exhibit 4**”). This request detailed that the Purchaser’s offer to acquire the easement from Manor ISD was based on a fair market value of \$5.50 per square foot. The fair market value was determined based on the proration of the purchase agreement executed by and between the Purchaser and Owner and amounted to the Purchaser’s total initial offer of \$78,441 for the easement. Since the July 15 request, the City, citing safety concerns stemming from the proposed wastewater line’s proximity to overhead electric poles, has required that the easement’s width be increased from twenty feet (20’) to twenty-three feet (23’). To reflect the increased easement width, the Purchaser amends their purchase offer for the requested easement from \$78,441 to \$90,211. This amended purchase offer is made consistent with the initial fair market determination expressed above (*see*, “**Exhibit 5**”).

With that understanding, we are respectfully requesting placement on the November 18, 2019 Board Meeting agenda for consideration and approval of the acquisition of the approximately 0.377-acre utility wastewater easement running across Manor ISD’s Manor Elementary School.

Please do not hesitate to contact our office should you have any questions regarding this request. Thank you for your time and consideration.

Sincerely,

BROWN & ORTIZ, P.C.

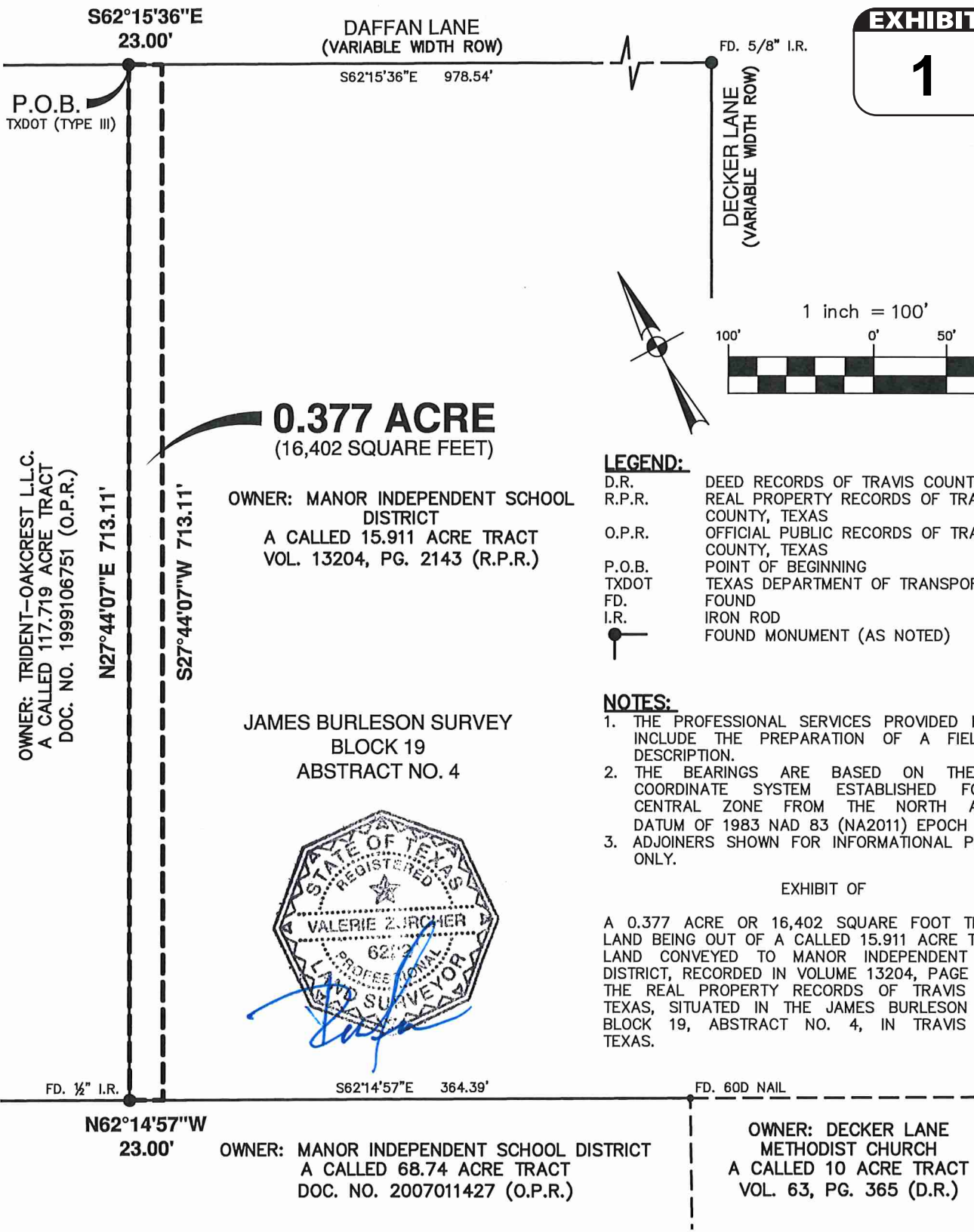
BY: _____


Daniel Ortiz

CC: Ann Greenberg – Walsh Gallegos Trevino Russo & Kyle P.C.

Enclosures: As stated

EXHIBIT
1

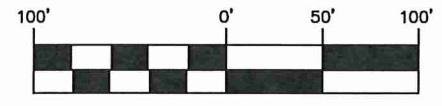


P.O.B.
TXDOT (TYPE III)

FD. 5/8" I.R.

DECKER LANE
(VARIABLE WIDTH ROW)

1 inch = 100'



0.377 ACRE
(16,402 SQUARE FEET)

OWNER: TRIDENT-OAKCREST L.L.C.
A CALLED 117.719 ACRE TRACT
DOC. NO. 1999106751 (O.P.R.)

N27°44'07"E 713.11'

S27°44'07"W 713.11'

OWNER: MANOR INDEPENDENT SCHOOL DISTRICT
A CALLED 15.911 ACRE TRACT
VOL. 13204, PG. 2143 (R.P.R.)

JAMES BURLESON SURVEY
BLOCK 19
ABSTRACT NO. 4



LEGEND:

- D.R. DEED RECORDS OF TRAVIS COUNTY, TEXAS
- R.P.R. REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS
- O.P.R. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- TXDOT TEXAS DEPARTMENT OF TRANSPORTATION
- FD. FOUND
- I.R. IRON ROD
- FOUND MONUMENT (AS NOTED)

NOTES:

1. THE PROFESSIONAL SERVICES PROVIDED HERewith INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00.
3. ADJOINERS SHOWN FOR INFORMATIONAL PURPOSES ONLY.

EXHIBIT OF

A 0.377 ACRE OR 16,402 SQUARE FOOT TRACT OF LAND BEING OUT OF A CALLED 15.911 ACRE TRACT OF LAND CONVEYED TO MANOR INDEPENDENT SCHOOL DISTRICT, RECORDED IN VOLUME 13204, PAGE 2143 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, SITUATED IN THE JAMES BURLESON SURVEY, BLOCK 19, ABSTRACT NO. 4, IN TRAVIS COUNTY TEXAS.

FD. 1/2" I.R.

S62°14'57"E 364.39'

FD. 60D NAIL

N62°14'57"W
23.00'

OWNER: MANOR INDEPENDENT SCHOOL DISTRICT
A CALLED 68.74 ACRE TRACT
DOC. NO. 2007011427 (O.P.R.)

OWNER: DECKER LANE
METHODIST CHURCH
A CALLED 10 ACRE TRACT
VOL. 63, PG. 365 (D.R.)



AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
10801 N MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78759 | 512.454.8711
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028801

SEPTEMBER 23, 2019

JOB No.: 51038-00

SHEET 1 OF 1

Date: Sep 23, 2019, 3:00pm User ID: VZurcher File: H:\Survey\CIVIL\51038-00\51038-00_0.377Ac_WME.dwg



FIELD NOTES

FOR

A 0.377 ACRE OR 16,402 SQUARE FOOT TRACT OF LAND BEING OUT OF A CALLED 15.911 ACRE TRACT OF LAND CONVEYED TO MANOR INDEPENDENT SCHOOL DISTRICT, RECORDED IN VOLUME 13204, PAGE 2143 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, SITUATED IN THE JAMES BURLESON SURVEY, BLOCK 19, ABSTRACT NO. 4, IN TRAVIS COUNTY TEXAS. SAID 0.377 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE;

BEGINNING at a TXDOT Type III monument found in the south right-of-way line of Daffan Lane, a variable width right-of-way, said point being the northwest corner of said 15.911-acre tract, same being the northeast corner of a called 117.719-acre tract conveyed to Trident-Oakcrest L.L.C. recorded in Document No. 1999106751 of the Official Public Records of Travis County, Texas for the northwest corner and **POINT OF BEGINNING** hereof;

THENCE S 62°15'36" E, with the south right-of-way line of said Daffan Lane, same being the north boundary line of said 15.911-acre tract, a distance of **23.00 feet** to a calculated point for the northeast corner hereof, from which a $\frac{5}{8}$ " iron rod found at the southwest intersection of said Daffan Lane and Decker Lane, a variable width right-of-way, said point being the northeast corner of said 15.911-acre tract bears S 62°15'36" E, 978.54 feet;

THENCE S 27°44'07" W, departing the south right-of-way line of said Daffan Lane, through the interior of said 15.911-acre tract, a distance of **713.11 feet** to a calculated point in the north boundary line of a called 68.74-acre tract conveyed to Manor Independent School District recorded in Document No. 2007011427 of the Official Public Records of Travis County, Texas for the southeast corner hereof, from which a 60D nail found in the south boundary line of said 15.911-acre tract, same being the northeast corner of said 68.74-acre tract, also being the northwest corner of a called 10-acre tract conveyed to Decker Lane Methodist Church, recorded in Volume 63, Page 365 of the Deed Records of Travis County, Texas bears S 62°14'57" E, 364.39 feet;

THENCE N 62°14'57" W, with the south boundary line of said 15.911-acre tract, same being the north boundary line of said 68.74-acre tract, a distance of **23.00 feet** to a $\frac{1}{2}$ " iron rod found at the southwest corner of said 15.911-acre tract, same being a point in the north boundary line of said 68.74-acre tract, also being the southeast corner of said 117.719-acre tract for the southwest corner hereof;

TBPE Firm Registration #470 | TBPLS Firm Registration #10028801

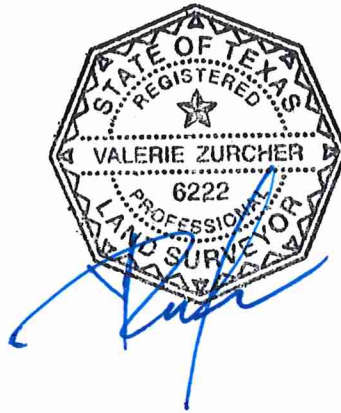
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10801 N MoPac Expy., Bldg. 3, Suite 200, Austin, TX 78759 512.454.8711 www.Pape-Dawson.com

THENCE N 27°44'07" E, departing the north boundary line of said 68.74-acre tract, with the west boundary line of said 15.911-acre tract, also being the east boundary line of said 117.719-acre tract, a distance of **713.11 feet** to the **POINT OF BEGINNING** and containing 0.377 acres in Travis County, Texas. Said tract being described in accordance with a description and exhibit prepared by Pape-Dawson Inc. under job number 51038-00.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: September 23, 2019
JOB No.: 51038-00
DOC.ID.: H:\Survey\CIVIL\51038-00\Easements\Word\FN51038-00_0.377Ac_WWE.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-01



WATER AND WASTEWATER SERVICE EXTENSION REQUEST FOR CONSIDERATION

Name: Decker Lake

Service Requested: Wastewater

SER-4318

Hansen Service Request Number 753123

Date Received: 08/16/2018

Location: 9000 DECKER LN AUSTIN TX 78724 Decker Lake

Acres: 11.60

Land Use: MULTI FAMILY

LUE: 187

Alt. Utility Service or S.E.R. Number: City of Austin Water SER-4317

Quad(s): Q26

Reclaimed Pressure Zone: CENTRAL SERVICE AREA

DDZ: YES

Drainage Basin: DECKER

Pressure Zone: NORTH

DWPZ: NO

Flow (Estimated Peak Wet Weather): 130 GPM

Cost Participation: \$0.00

% Within City Limits: 0

% Within Limited Purpose: 0

Description of Improvements: Wastewater Service Option 1: Applicant shall construct approximately 650 feet of 8-inch gravity wastewater main (minimum 2.0% slope) from the existing 8-inch gravity wastewater main (Project No 2015-0695; MH ID #269261) located south of the subject tract, and extend north to Daffan Ln. as approximately shown on the attached map. Applicant shall then construct approximately 280 feet of 8-inch gravity wastewater main (minimum 1.0% slope) from the proposed 8-inch gravity wastewater main in Daffan Ln, and extend east along Daffan Ln. Applicant shall also construct approximately 2,200 feet of appropriately sized force main from the proposed 8-inch gravity wastewater main in Daffan Ln, and extend east along Daffan Ln and then north along Decker Ln to the subject tract. Wastewater Service Option 2: Applicant shall construct approximately 650 feet of 8-inch gravity wastewater main (minimum 2.0% slope) from the existing 8-inch gravity wastewater main (Project No 2015-0695; MH ID #269261) located south of the subject tract, and extend north to Daffan Ln, as approximately shown on the attached map. Applicant shall also construct approximately 1,550 feet of 8-inch gravity wastewater (minimum 1.0% slope) from the proposed 8-inch gravity wastewater main in Daffan Ln, and extend east along Daffan Ln, and then north to the subject tract, as approximately shown on the attached map. NOTES: 1) Wastewater flow based on engineering calculations received from Mark A. Ramseur, P.E. of Pape-Dawson Engineers, Inc. on 01/09/2019. 2) Under Option 1, private pumping system will be required within the subject tract. Private pumping system within the subject tract will be privately owned, operated, and maintained. 3) In lieu of constructing the 8-inch gravity wastewater mains at the minimum slopes specified above, the Applicant may construct an oversized 12-inch gravity wastewater main at a slope with equivalent design capacity.

Approval of this Service Extension Request is subject to completion and acceptance of the improvements described above and the conditions set forth below: 1) Construction of all Service Extensions is subject to all environmental and planning ordinances. 2) Service Extensions are subject to the guidelines established in the Land Development Code, Chapter 25-9, Water and Wastewater Utility Service. 3) An approved Service Extension is not a reservation of capacity in the system, but is an acknowledgment of the intent to serve. Available capacity shall be confirmed at the time a development application is submitted. 4) The level of service approved by this document does not imply commitment for land use. 5) Public utility mains must meet City of Austin Design and Construction Criteria and must be approved by Austin Water Engineering Review. 6) All onsite wastewater collection system components will be owned, operated and maintained by the property owner. 7) Proposed public wastewater improvements will be dedicated to the City of Austin for ownership, operation, and maintenance. 8) Proposed public wastewater improvements must be placed in the public right-of-way or approved utility easements. Utility easements must be approved by Austin Water Engineering Review and must be in place prior to construction plan approval. 9) The approved Service Extension will automatically expire 180 days after date of approval unless a development application has been accepted by the Development Services Department. The Service Extension expires on the date the development expires, or if approved, on the date the development application approval expires. 10) Approval by the City Council will be required should the applicant seek cost participation for oversized water improvements.

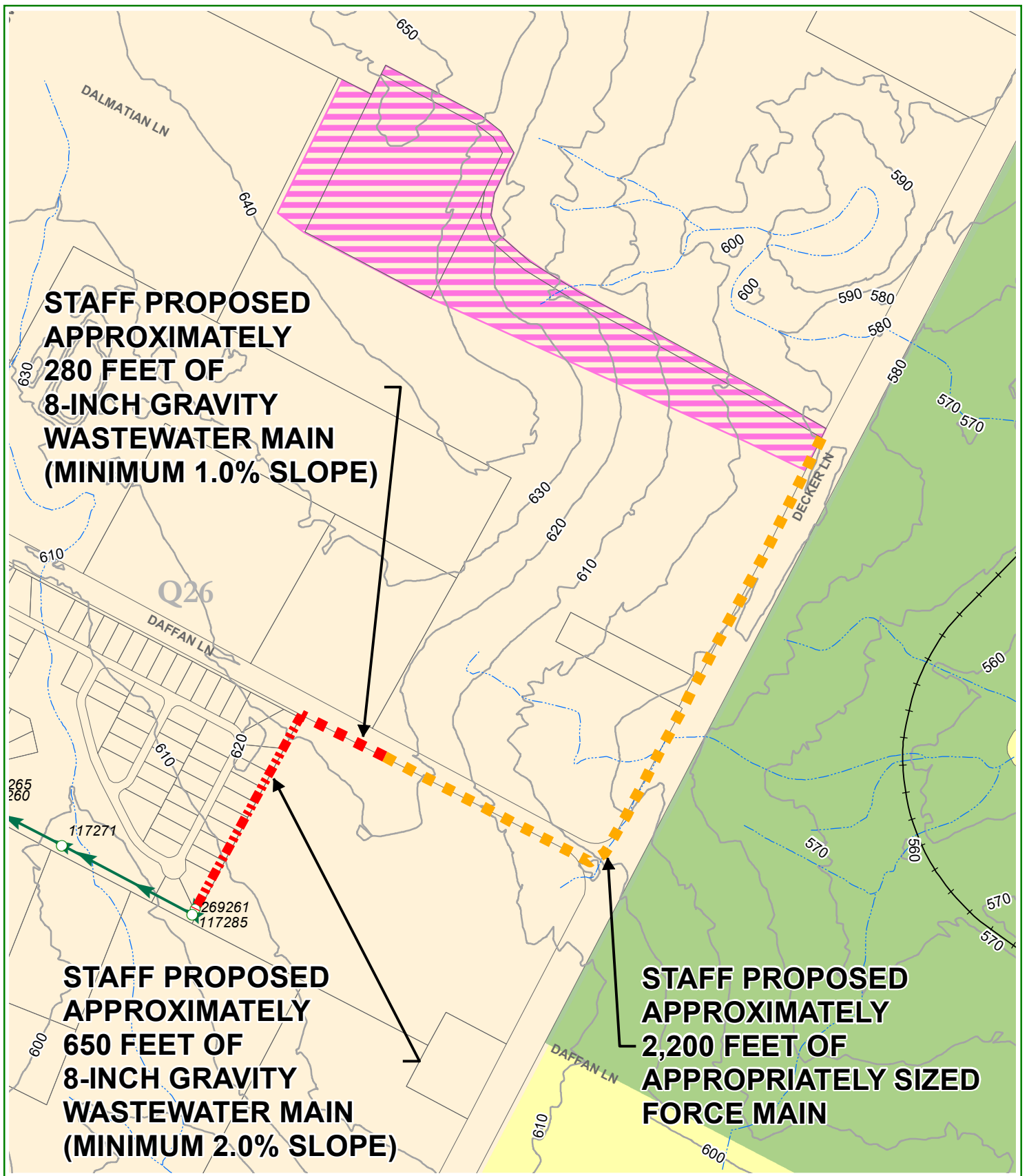
Callen Ruse 7/23/19 Project Manager, Utility Development Services Date

Supervisor, Utility Development Services 7/23/19 Date

Assistant Director, Water Resources Management 7/24/19 Date

Director, Austin Water 7/25/19 Date

for






**STAFF PROPOSED
APPROXIMATELY
280 FEET OF
8-INCH GRAVITY
WASTEWATER MAIN
(MINIMUM 1.0% SLOPE)**

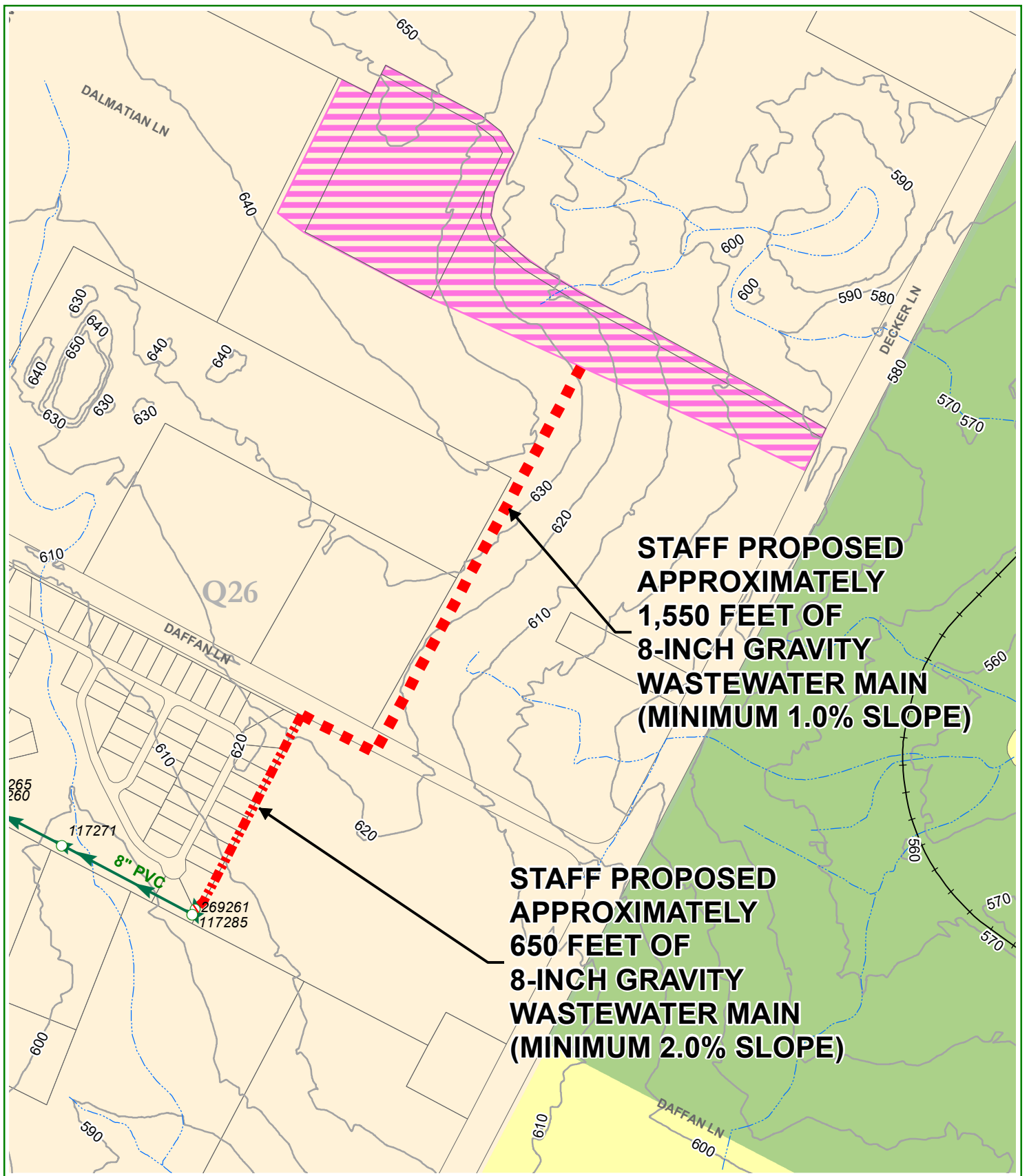
**STAFF PROPOSED
APPROXIMATELY
650 FEET OF
8-INCH GRAVITY
WASTEWATER MAIN
(MINIMUM 2.0% SLOPE)**

**STAFF PROPOSED
APPROXIMATELY
2,200 FEET OF
APPROPRIATELY SIZED
FORCE MAIN**



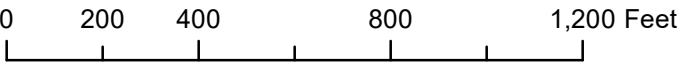
-  Subject Tract
-  Full-Purpose City Limit
-  2-Mile ETJ




**W.W. S.E.R. Name: Decker Lake
Wastewater Service Option 1
W.W. S.E.R. Number: 4318**



**STAFF PROPOSED
APPROXIMATELY
1,550 FEET OF
8-INCH GRAVITY
WASTEWATER MAIN
(MINIMUM 1.0% SLOPE)**

**STAFF PROPOSED
APPROXIMATELY
650 FEET OF
8-INCH GRAVITY
WASTEWATER MAIN
(MINIMUM 2.0% SLOPE)**



-  Subject Tract
-  Full-Purpose City Limit
-  2-Mile ETJ

W.W. S.E.R. Name: Decker Lake
Wastewater Service Option 2
W.W. S.E.R. Number: 4318

NOTICE OF CONFIDENTIALITY RIGHTS: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

WASTEWATER LINES EASEMENT

Date:

Grantor: MANOR INDEPENDENT SCHOOL DISTRICT,

Grantor's Address: 10335 US Hwy 290E,
City Of Manor, Travis County, Texas 78653

City: CITY OF AUSTIN, TEXAS, a Texas home-rule municipal corporation situated in the counties of Hays, Travis, and Williamson

City's Address: P.O. Box 1088
Austin, Travis County, Texas 78767-1088

Easement Tract: All that parcel of land situated in _____ County, Texas, described in the attached **Exhibit A**

Easement Duration: Perpetual

Easement Purpose: To install, construct, operate, use, maintain, repair, modify, upgrade, monitor, inspect, replace, make connections with, remove, and decommission the Facilities

Facilities: Wastewater lines with all associated appurtenances

Permitted Encumbrances: Any easements, liens, encumbrances, and other matters not subordinated to the Easement Tract and of record in the Real Property Records of the Texas county in which the Easement Tract is located that are valid, existing, and affect the Easement Tract as of the Date

Non-Permitted Activity: Installation, construction, operation, use, maintenance, repair, modification, upgrade, and replacement of any structure, building, retaining wall, detention or water quality control,

City Reviewer Initials

rainwater harvesting system, tree, or other similar improvement either above or below the surface of the Easement Tract

Repairable Improvements: Irrigation systems which are installed perpendicular to the Facilities, asphalt or concrete walkways, driveways, parking areas, and access roads at grade level, and barbed-wire, chain-link, or wooden fences which are installed parallel to the Facilities that do not interfere in any material way or are not inconsistent with the rights granted the City under this Easement for the Easement Purpose as determined by the City in its reasonable discretion

Grantor, for **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable consideration paid to Grantor, the receipt and sufficiency of which is acknowledged by Grantor, **GRANTS, SELLS, AND CONVEYS** to the City a non-exclusive easement in, over, under, on, and across the Easement Tract for the Easement Purpose as may be necessary or desirable subject to the Permitted Encumbrances, together with (i) the right of ingress and egress at all times over, on, and across the Easement Tract for use of the Easement Tract for the Easement Purpose, (ii) the right to eliminate any encroachments in the Easement Tract that interfere in any material way or are inconsistent with the rights granted the City under this instrument for the Easement Purpose as determined by the City in its reasonable discretion, and (iii) any and all rights and appurtenances pertaining to use of the Easement Tract (collectively, the "**Easement**").

TO HAVE AND TO HOLD the Easement to the City and City's successors and assigns for the Easement Duration and Easement Purpose; provided, however, Grantor reserves the right to enter upon and use any portion of the Easement Tract, but in no event shall Grantor enter upon or use any portion of the Easement Tract for any Non-Permitted Activity or in any other manner that interferes in any material way or is inconsistent with the rights granted the City under this Easement for the Easement Purpose as determined by City in its reasonable discretion. City shall be obligated to restore or replace to a good and functioning condition as determined by the City in its reasonable discretion only the Repairable Improvements which have been removed, relocated, altered, damaged, or destroyed as a result of City's use of the Easement Tract.

Grantor binds Grantor and Grantor's heirs, successors, and assigns to **WARRANT AND FOREVER DEFEND** the title to the Easement, subject to the Permitted Encumbrances, to the City against every person whomsoever lawfully claiming or to claim the Easement Tract or any part of the Easement Tract when the claim is by, through, or under Grantor, but not otherwise.

Except where the context otherwise requires, *Grantor* includes *Grantor's heirs, successors, and assigns* and *City* includes *City's employees, agents, consultants, contractors, successors, and assigns*; and where the context requires, singular nouns and pronouns include the plural.

--- The remainder of this page is intentionally blank ---

Executed effective the Date first above stated.

By: _____
Name: Royce Avery, Ed.D.
Title: Superintendent

STATE OF §
COUNTY OF §

Before me, the undersigned notary, on this day personally appeared _____, _____ of _____, a _____, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on _____ .

[Seal]

Notary Public, State of Texas

APPROVED AS TO FORM:
CITY OF AUSTIN, TEXAS
LAW DEPARTMENT

REVIEWED:
CITY OF AUSTIN, TEXAS
AUSTIN WATER UTILITY

By: _____
Name: _____
Title: Assistant City Attorney

By: _____
Name: _____
Title: _____

**AFTER ATTACHING THE REQUIRED EXHIBITS TO THIS INSTRUMENT,
THE FOLLOWING APPROPRIATE DOCUMENTS (USE AFFIDAVITS FORM A-01.0)
ALSO NEED TO BE ATTACHED:**

A. Determine whether the instrument is executed by an individual or a legal entity

IF AN INDIVIDUAL, ATTACH:

**COA Form A-01.1 - Affidavit as to Debts, Liens, and Occupancies [Ownership Type –
Individuals]**

IF A LEGAL ENTITY, ATTACH:

**COA Form A-01.2 - Affidavit as to Debts, Liens, and Occupancies [Ownership Type –
Entity]**

B. Determine whether there is a lien holder by providing to the City an ownership and lien search certificate from a Title Company that shows:

1. All owners of record
2. All lienholders of record, which hold current liens
3. A property legal description

IF LIEN HOLDER, ATTACH FOR EACH LIEN HOLDER:

COA Form A-02.1 – Consent and Subordination by Lien Holder

C. Determine whether there is a tenant on the property:

IF TENANT, ATTACH FOR EACH TENANT:

COA Form A-03.1 – Consent and Subordination by Tenant

D. Provide the following recording page:

COA Form A-04.1 – Recording Page



200 Concord Plaza Drive,
Suite 900
San Antonio, Texas 78216
Phone 210.487.7878
www.nrpgroup.com

July 15, 2019

Dr. Royce Avery
Superintendent
Manor ISD
10335 US Hwy 290E
Manor, TX 78653

Dear Dr. Avery:

The NRP Group would like to formally request Board approval of the acquisition of a .327 acre utility easement (see Attachment "A") along the property owned by Manor ISD at Manor Elementary School. We would like to present the item for consideration at the August 19th, 2019 School Board Meeting.

NRP is co-developing a proposed multifamily development, adjacent to the requested easement, at 9000 Decker Lane, Austin, Texas 78724. Attachment "B" includes a term sheet that specifically details a fair market value of \$5.50/SF, which was determined based on a proration of the purchase price of the adjacent property. The total amount of the offer is \$78,441.

As the largest multifamily affordable housing developer in Texas, The NRP Group collaborates and partners with non-profits and public entities to provide quality housing for the children and working families. The proposed Decker Lofts is a partnership with Strategic Housing Finance Corporation (an affiliate of the Travis County Housing Authority). Strategic HFC will ultimately own the improvements of the 262 unit multifamily development. We have received community support from the Travis County Commissioners Court and surrounding neighborhoods.

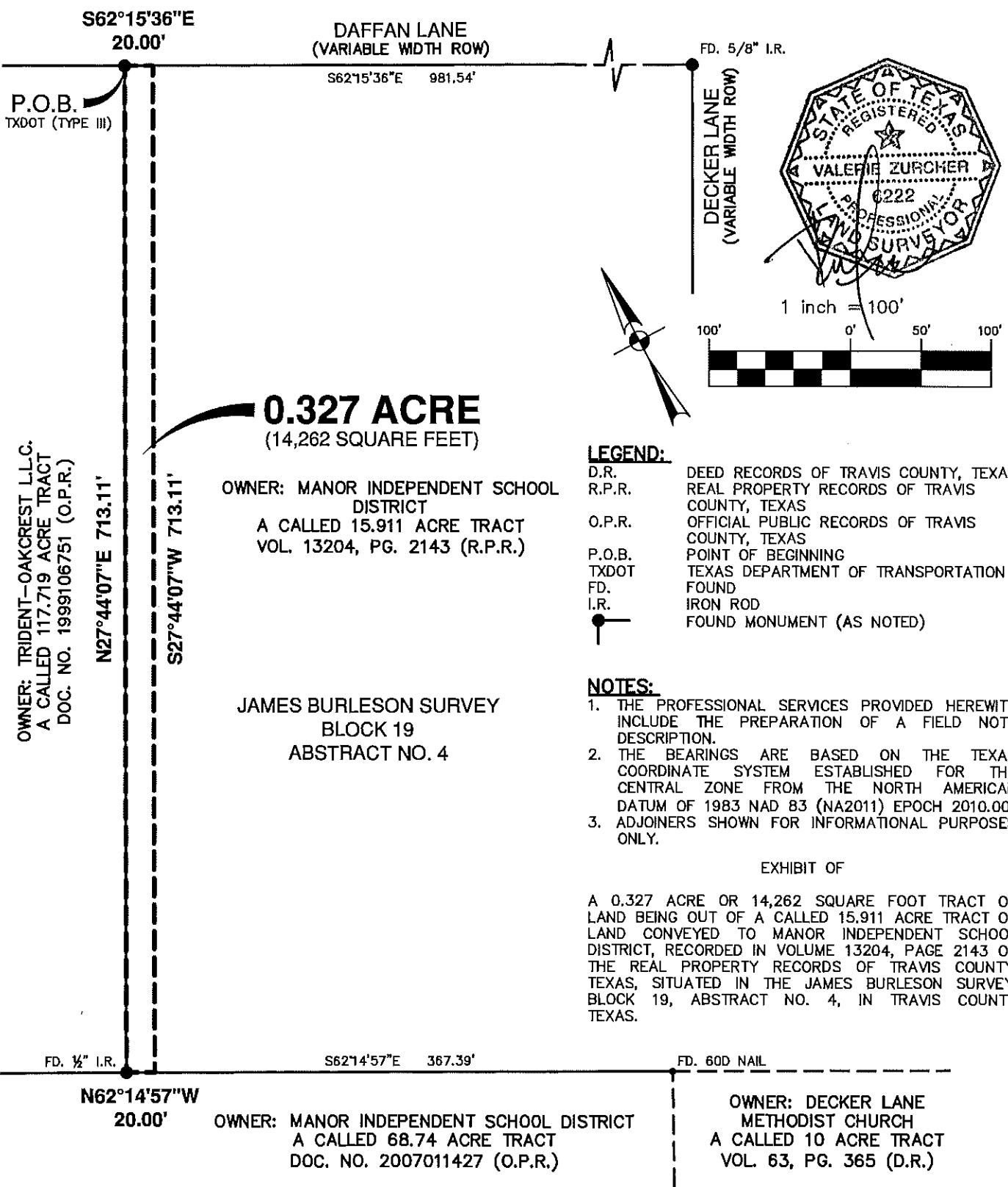
Thank you for your attention and look forward to working through the public process to acquire this utility easement. If you have any questions please do not hesitate to contact me at 210-410-7780.

Sincerely,

Debra Guerrero
Vice President – Governmental Affairs

Cc: Ann Greenberg - Walsh Gallegos Treviño Russo & Kyle P.C.

Enclosures: Attachment "A" – Metes and Bounds
Attachment "B" – Term Sheet



LEGEND:

- D.R. DEED RECORDS OF TRAVIS COUNTY, TEXAS
- R.P.R. REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS
- O.P.R. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- TXDOT TEXAS DEPARTMENT OF TRANSPORTATION
- FD. FOUND
- I.R. IRON ROD
- FOUND MONUMENT (AS NOTED)

NOTES:

1. THE PROFESSIONAL SERVICES PROVIDED HERewith INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00.
3. ADJOINERS SHOWN FOR INFORMATIONAL PURPOSES ONLY.

EXHIBIT OF

A 0.327 ACRE OR 14,262 SQUARE FOOT TRACT OF LAND BEING OUT OF A CALLED 15.911 ACRE TRACT OF LAND CONVEYED TO MANOR INDEPENDENT SCHOOL DISTRICT, RECORDED IN VOLUME 13204, PAGE 2143 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, SITUATED IN THE JAMES BURLESON SURVEY, BLOCK 19, ABSTRACT NO. 4, IN TRAVIS COUNTY TEXAS.

Date: May 01, 2019, 10:22am User ID: vzurcher File: H:\survey\CIVIL\51038-00\Exhibits\551038-00_0.327Ac_WME.dwg



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TBP FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028801

MAY 1, 2019

JOB No.: 51038-00

SHEET 1 OF 1



FIELD NOTES

FOR

A 0.327 ACRE OR 14,262 SQUARE FOOT TRACT OF LAND BEING OUT OF A CALLED 15.911 ACRE TRACT OF LAND CONVEYED TO MANOR INDEPENDENT SCHOOL DISTRICT, RECORDED IN VOLUME 13204, PAGE 2143 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, SITUATED IN THE JAMES BURLESON SURVEY, BLOCK 19, ABSTRACT NO. 4, IN TRAVIS COUNTY TEXAS. SAID 0.327 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE;

BEGINNING at a TXDOT Type III monument found in the south right-of-way line of Daffan Lane, a variable width right-of-way, said point being the northwest corner of said 15.911-acre tract, same being the northeast corner of a called 117.719-acre tract conveyed to Trident-Oakcrest L.L.C. recorded in Document No. 1999106751 of the Official Public Records of Travis County, Texas for the northwest corner and **POINT OF BEGINNING** hereof;

THENCE S 62°15'36" E, with the south right-of-way line of said Daffan Lane, same being the north boundary line of said 15.911-acre tract, a distance of **20.00 feet** to a calculated point for the northeast corner hereof, from which a 5/8" iron rod found at the southwest intersection of said Daffan Lane and Decker Lane, a variable width right-of-way, said point being the northeast corner of said 15.911-acre tract bears S 62°15'36" E, 981.54 feet;

THENCE S 27°44'07" W, departing the south right-of-way line of said Daffan Lane, through the interior of said 15.911-acre tract, a distance of **713.11 feet** to a calculated point in the north boundary line of a called 68.74-acre tract conveyed to Manor Independent School District recorded in Document No. 2007011427 of the Official Public Records of Travis County, Texas for the southeast corner hereof, from which a 60D nail found in the south boundary line of said 15.911-acre tract, same being the northeast corner of said 68.74-acre tract, also being the northwest corner of a called 10-acre tract conveyed to Decker Lane Methodist Church, recorded in Volume 63, Page 365 of the Deed Records of Travis County, Texas bears S 62°14'57" E, 367.39 feet;

THENCE N 62°14'57" W, with the south boundary line of said 15.911-acre tract, same being the north boundary line of said 68.74-acre tract, a distance of **20.00 feet** to a 1/2" iron rod found at the southwest corner of said 15.911-acre tract, same being a point in the north boundary line of said 68.74-acre tract, also being the southeast corner of said 117.719-acre tract for the southwest corner hereof;

TBPE Firm Registration #470 | TBPLS Firm Registration #10028801

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THENCE N 27°44'07" E, departing the north boundary line of said 68.74-acre tract, with the west boundary line of said 15.911-acre tract, also being the east boundary line of said 117.719-acre tract, a distance of **713.11 feet** to the **POINT OF BEGINNING** and containing 0.327 acres in Travis County, Texas. Said tract being described in accordance with a description and exhibit prepared by Pape-Dawson Inc. under job number 51038-00.

PREPARED BY: Pape-Dawson Engineers, Inc.

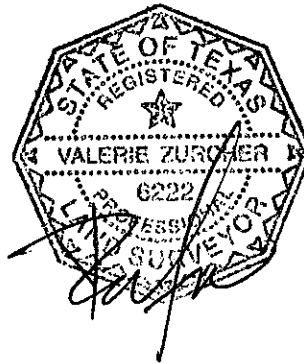
DATE: May 1, 2019

JOB No.: 51038-00

DOC.ID.: H:\survey\CIVIL\51038-00\Easements\Word\FN51038-00_0.327Ac_WWE.docx

TBPE Firm Registration #470

TBPLS Firm Registration #100288-01



**TERM SHEET FOR UTILITY EASEMENT
FOR DECKER LOFTS
IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS**

October 1, 2019

This Term Sheet addresses the terms for the easement to lay, construct, alter, maintain, inspect, operate, service, repair, replace, relocate, change the size of, protect, patrol, and remove wastewater utilities upon the Manor Property (hereafter defined) (collectively, the “Utility Line”). This Term Sheet is not meant to be an exhaustive document and will be replaced and superseded by definitive documentation including, but not limited to an Easement Agreement (herein so called). No legally binding obligations on either party will be created, implied or inferred until documents in final form are executed and delivered by all parties in a form acceptable to each party, in each party’s sole and absolute discretion. This Term Sheet replaces all previous understandings and agreements, written or oral, with respect to the Property.

Property: Manor Independent School District (“Manor”) is the owner of record of that certain 15.911-acre parcel of real property located at 8500 Decker Lane, in the City of Austin, Travis County, Texas and known as Property ID No. 442038 of the Travis County Appraisal District Tax Records (the “Manor Property”).

Decker Lofts Ltd., a Texas limited partnership (“Decker Lofts”), is the contract purchaser of that certain 11.613-acre parcel of real property located at 9000 Decker Lane, in the City of Austin, Travis County, Texas.

Decker Lofts intends to develop and construct a multifamily residential community (the “Project”) on the Decker Property. In order to facilitate Decker Loft’s Project, Manor and the City of Austin desire to execute an Easement Agreement related to the Utility Line.

Consideration: Upon recordation of the Right of Way and Easement Agreement and any ancillary documents related thereto, Decker shall pay Manor Five and 50/100 Dollars (\$5.50) per square foot.

Easement: Manor shall grant, sell, and convey unto City of Austin its successors and assigns, a perpetual, exclusive right of way and easement to lay, construct, alter, maintain, inspect, operate, service, repair, replace, relocate, change the size of, protect, patrol, and remove underground wastewater utility line(s) together with appurtenances thereto and equipment ancillary to the operation thereof, over, through, under, and across that certain area of the Manor Property (the “Easement Area”), more particularly described on Exhibit A attached hereto and made a part hereof, together with the right of (i) unimpaired ingress and egress to and from said Easement Area and (ii) unimpaired access on, over, and through said Easement Area for any and all purposes necessary and incident to the exercise of the aforesaid rights.

This Term Sheet sets forth the basic terms of the Right of Way and Easement Agreement. Additionally, the parties agree to the following:

1. This Term Sheet is not to be construed as binding. Such binding obligation shall only arise upon the execution and delivery by both parties of the Easement Agreement in a form acceptable to both parties, which form may contain additional significant terms and conditions not described herein.
2. Easement Agreement shall supersede all prior discussions and constitute the entire agreement of the parties.
3. In the event that the Easement Agreement is not executed and delivered by and between the parties, neither party shall have any liability or obligation to the other with respect to this Term Sheet.
4. This Term Sheet may be executed in several counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument, and will become effective when counterparts have been signed by each of the parties and delivered to the other party; it being understood that all parties need not sign the same counterpart. The exchange of copies hereof and of signature pages by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, will constitute effective execution and delivery hereof as to the parties and may be used in lieu of the original document for all purposes. Signatures of the parties transmitted by any of the foregoing methods will be deemed to be their original signatures for all purposes.

If this Term Sheet is acceptable, please sign below and return an executed copy to the offices of The NRP Group, Attn: Jason Arechiga, at 200 Concord Plaza Drive, Suite 900, San Antonio, Texas 78216, or via email at jArechiga@nrpgroup.com.

[Remainder of Page Intentionally Left Blank. Signature Page Follows.]

MANOR:

Manor Independent School District

By: _____
Name (Print): Royce Avery, Ed.D
Title: Superintendent
Date: _____

DECKER LOFTS:

Decker Lofts, Ltd.
a Texas limited partnership

By: _____
Name (Print): _____
Title: _____
Date: _____

EXHIBIT "A"
EASEMENT AREA

[Attached]