



# North East Independent School District

8961 Tesoro Drive, San Antonio, Texas 78217

## NOTICE OF MEETING OF THE BOARD OF TRUSTEES

Notice is hereby given that a meeting of the Board of Trustees of the North East Independent School District will be held on May 10, 2021. The Board will convene in Open Session at 5:30 PM, then move into Executive Session and resume the public portion of the meeting no earlier than 6:15 PM. The Board will meet on the first floor of the Richard A. Middleton Education Center, 8961 Tesoro Drive, San Antonio, Texas 78217. Such meeting is a regular meeting.

The open session portion of the meeting is livestreamed, and members of the public may view the meeting by going to the North East Independent School District's YouTube channel. Click the link below or type it into your browser.

<https://www.youtube.com/c/NEISDtv>

Items will not necessarily be discussed or considered in the order they are printed. Anyone wishing exhibit information in accordance with Local Board Policy GBA, must contact the Public Information Officer.

### MISSION STATEMENT

We challenge and encourage each student to achieve and demonstrate academic excellence, technical skills, and responsible citizenship.

#### I. ESTABLISHMENT OF QUORUM AND CALL TO ORDER

#### II. EXECUTIVE SESSION

A. Personnel, including but not limited to Administrative Appointments pursuant to Government Code Section 551.074

1. Routine Personnel including but not limited to Administrative Appointments

- a. Principal of MacArthur High School
- b. Personnel Update

2. Proposed Recommendation for Nonrenewal of Chapter 21 Term Contract Employee(s)

B. Consultation with Board's Attorney pursuant to Government Code Section 551.071

1. Pending and/or Possible Litigation

#### III. RECONVENE INTO OPEN SESSION

#### IV. WELCOME FROM THE BOARD PRESIDENT

#### V. INVOCATION AND PLEDGE OF ALLEGIANCE

**Presenter:** Eric Wernli, Principal, Madison High School

#### VI. RECOGNITIONS

A. Student Volunteer of the Year

**Presenter:** Aubrey Chancellor, Executive Director, Communications, Brooke Pate, Volunteer Resource Manager

B. 2020-2021 Johnson High School Varsity Dance Team

**Presenter:** Julie Shore, Executive Director, Fine Arts and Student Activities

C. Wrestling State Individual Recognition, Legacy of Educational Excellence High School

**Presenter:** Rudy Jimenez, Assistant Superintendent for Campus Administration, Kelly Parker, Executive Director, Athletics

D. Wrestling State Individual Recognition, Reagan High School

**Presenter:** Rudy Jimenez, Assistant Superintendent for Campus Administration, Kelly Parker, Executive Director, Athletics

E. UIL 6A Boys State Soccer Champions, Legacy of Educational Excellence High School

**Presenter:** Rudy Jimenez, Assistant Superintendent for Campus Administration, Kelly Parker, Executive Director, Athletics

F. San Juan Guard Armed Drill Team-Army JROTC National Champions and All Service JROTC Armed National Champions, Roosevelt High School

**Presenter:** Rudy Jimenez, Assistant Superintendent for Campus Administration, COL (R) Robert Henson, Director, Army Instruction

G. Riderettes Unarmed Drill Team-All Service JROTC Unarmed National Runner-Up Champions, Roosevelt High School

**Presenter:** Rudy Jimenez, Assistant Superintendent for Campus Administration, COL (R) Robert Henson, Director, Army Instruction

H. 2020-2021 Administrative Training Program Graduating Interns

**Presenter:** Rudy Jimenez, Assistant Superintendent for Campus Administration, Justin Oxley, Executive Director, School Administration

## VII. MATTERS FROM THE FLOOR

## VIII. MATTERS FROM EXECUTIVE SESSION

A. Personnel Including but not Limited to Administrative Appointments pursuant to Government Code Section 551.074

1. Possible Action Regarding Routine Personnel Including but not limited to Administrative Appointments 5

**Presenter:** Rudy Jimenez, Assistant Superintendent for Campus Administration

a. Principal of MacArthur High School

2. Possible Action Regarding Proposed Recommendation for Nonrenewal of Chapter 21 Term Contract Employee(s) 6

**Presenter:** Rudy Jimenez, Assistant Superintendent for Campus Administration, Chyla Whitton, Acting Executive Director, Human Resources

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**Presenter:** Sean Maika, Superintendent of Schools, Barry Lanford, Executive Director, Facility Maintenance and Operations

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<b>XIV. ADJOURNMENT</b>	

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*If, during the course of the meeting, discussion of any item on the agenda should be held in an Executive or Closed Session, the Board will convene in such Executive or Closed Session in accordance with the Open Meetings Act, Texas Government Code, Section 551.071, 551.072, and 551.074.*

### **CERTIFICATE AS TO POSTING OR GIVING OF NOTICE**

On this 7th day of May, no later than 5:30 PM, this notice was posted on a bulletin board located at a place readily accessible and convenient to the public at the Richard A. Middleton Education Center, 8961 Tesoro Drive, San Antonio, Texas.

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The North East Independent School District does not discriminate  
on the basis of race, color, religion, gender, national origin, age or disability



## NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: May 10, 2021

Presenter: Rudy Jimenez

Subject: Employment of Personnel  
New Hires

Related Page(s): None

### **ACTION ITEM**

#### **BACKGROUND INFORMATION**

Policy DC (LOCAL) states: "The Superintendent has sole authority to make recommendations to the Board regarding the selection of contractual personnel in the following categories: central office administrator from the director level and above and campus administrator, including principals and assistant principals." Final authority for employment of contractual personnel in these categories shall be retained by the Board.

#### **ADMINISTRATIVE CONSIDERATION**

Campus personnel are recommended for employment by campus principals in accordance with TEC § 11.202(b). All other personnel are recommended by appropriate supervisors. In both cases, the candidate deemed "best qualified" has been selected.

#### **BUDGETARY CONSIDERATION**

New hires associated with replacement of personnel have been budgeted prior to the hiring process. New hires associated with recently established positions are covered by a contingency fund established by the Board for this purpose. Should the cost of such positions exceed the funds so budgeted, then a separate budget amendment is brought before the Board prior to additional positions being filled.

#### **ADMINISTRATIVE RECOMMENDATION**

It is recommended that the Board of Trustees of the North East Independent School District approve the hiring of new personnel as presented.

#### **BOARD ACTION REQUIRED**

Approval/Disapproval



## NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: May 10, 2021

Presenter: Rudy Jimenez  
Chyla Whitton,  
Acting Executive Director,  
Human Resources

Subject: Proposed Recommendation  
For Nonrenewal of Chapter 21  
Term Contract Employee(s)

Related Page(s): None

### **ACTION ITEM**

#### **BACKGROUND INFORMATION**

Texas Education Code § 21.206(a) provides that a Board of Trustees may take action to not renew an employee's contract at the end of its term for one or more of the reasons set forth in Board Policy DFBB (Local). In order to start the process, the Board must first provide written notice of the proposed nonrenewal and the reasons for it to the affected employee. Once the employee receives the notice, he or she then has 15 days to request an evidentiary hearing before the Board to challenge the nonrenewal.

#### **ADMINISTRATIVE CONSIDERATION**

Formal approval of the proposed recommendation for nonrenewal of Chapter 21 Term contract employee(s) by the Board of Trustees is required.

#### **BUDGETARY CONSIDERATION**

Money is budgeted each year in the appropriate accounts for potential Chapter 21 evidentiary hearings before the Board of Trustees.

#### **ADMINISTRATIVE RECOMMENDATION**

It is recommended that the Board of Trustees of the North East Independent School District approve the proposed nonrenewal of the identified employee(s)' Chapter 21 Term contract(s) discussed in executive session and notify the employee(s) of the proposed action to include the grounds for the action.

#### **BOARD ACTION REQUIRED**

Approval/Disapproval



## NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: May 10, 2021

Presenter: Dan Villarreal  
Brian Moy, Executive Director  
Finance and Accounting

Subject: Federal Stimulus Update    Related Page(s): None

### PRESENTATION

#### **BACKGROUND INFORMATION**

In March 2020, in response to the impact COVID-19 had on the United States economy, the federal government passed the Coronavirus Aid, Relief, and Economic Security (CARES) Act. A second stimulus package was approved in December 2020 – the Coronavirus Response and Relief Supplemental Appropriations (CRRSA) Act. A third stimulus package was approved in March 2021 – the American Rescue Plan (ARP) Act.

All three acts provided significant funding for local education agencies (LEAs). This presentation will update the Board of Trustees on the impact these stimulus packages have had to the North East ISD.

#### **BOARD ACTION REQUIRED**

None



## NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: May 10, 2021

Presenter: Sean Maika  
Jack De Forrest III  
Executive Director  
Transportation

Subject: Student Ridership Technology  
System Pilot Test

Related Page (s):

### PRESENTATION

#### **BACKGROUND INFORMATION**

The Transportation Department is pilot testing a Student Ridership Technology System during the second semester at Regency Place Elementary school. The system provides real-time bus and bus rider data to Transportation leadership, the bus driver, and Campus Administration when a student boards and disembarks from any equipment equipped bus. This system and the associated technology/equipment is currently in wide use at school districts across the nation since about 2010.

The pilot test at North East ISD has exceeded our expectations for ease of use by staff and students. The system provides a bus badge for students that could also be used in campus libraries and the school cafeteria extending the technology for efficiencies of other important District services that students use daily. The cafeteria and library services were not part of the pilot test.

#### **BOARD ACTION REQUIRED**

None.



## NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: May 10, 2021

Presenter: Sean Maika  
Barry Lanford,  
Executive Director,  
Facility Maintenance &  
Operations

Subject: Winter Storm Uri-Repair  
Update

Related Page(s):

### **PRESENTATION**

#### **BACKGROUND INFORMATION**

The week of February 14-21, 2021 will long be remembered for record-breaking cold temperatures, electrical brown outs and black outs, along with water shortages. North East Independent School District incurred nearly \$2 million in damages to our facilities and support systems. Despite the extensive damage, schools were ready for students the following Monday and instruction went on without interference.

#### **ADMINISTRATIVE CONSIDERATION**

This presentation is a follow up to the March 1, 2021 presentation. There will be a short presentation along with visual documentation.



## NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: May 10, 2021

Presenter: Shannon Grona  
President, Board of  
Trustees

Subject: State Board Rule on Board  
Member Continuing Education  
Announcement of Credit

Related Page(s):None

### REPORT

#### **BACKGROUND INFORMATION**

In 2017, the Texas Legislature passed Senate Bill 1566. The Bill changed Texas Education Code section 11.159, Subsection (b) of section 11.159 requires that a trustee complete any training required by the State Board of Education and that the minutes of the last regular meeting of the Board of Trustees held before an election of trustees must reflect whether each trustee has met or is deficient in meeting the training required for the trustee as of the first anniversary of the date of the trustee's election or appointment. Due to the COVID-19 Pandemic, trustees were provided a temporary suspension from being delinquent as to their continuing education requirements that would otherwise have been due during that timeframe. While the requirement for training did not change, the waiver provided temporary relief from deadlines to complete their continuing education requirements, and districts were not required to make their board training announcements in 2020. Consequently, this Board Training Announcement of Credit collectively covers the years 2020 and 2021.

If the minutes reflect that a trustee is deficient, the district shall post the minutes on the district's Internet website within 10 business days of the meeting and maintain the posting until the trustee meets the requirements.

The announcement shall state that completing the annual required continuing education is a basic obligation and expectation of any sitting board member under the State Board of Education rule. The president shall cause the minutes of the local board to reflect the information that Board Members, Shannon Grona, Tony Jaso (2020), Sandy Hughey, Sandy Winkley, David Beyer, Omar Leos, Terri Williams, and Steve Hilliard (2021) have met or exceeded the required continuing education hours to the extent applicable for each Board Member. (19TAC§61.1(j))



# NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: May 10, 2021

Presenter: Rudy Jimenez  
Chyla Whitton,  
Acting Executive Director,  
Human Resources

Subject: Approval of Employment  
Contracts

Related Page(s):

## ACTION ITEM

### **BACKGROUND INFORMATION**

In accordance with Texas Education Code § 21.002, the employment practices of the District allow for Probationary Contracts (Policy DCA), Educator Term Contracts (Policy DCB), Continuing Contracts (Policy DCC) and Other Types of Contracts (Policy DCE).

### **ADMINISTRATIVE CONSIDERATION**

Formal approval by the Board of Trustees is required.

### **BUDGETARY CONSIDERATION**

Salaries and benefits associated with these employment contracts are budgeted on an annual basis and comprise approximately 86.9 percent of the District budget.

### **ADMINISTRATIVE RECOMMENDATION**

It is recommended that the Board of Trustees approve the proposed recommendations for renewal of employment contracts.

### **BOARD ACTION REQUIRED**

Approval/Disapproval



## NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: May 10, 2021

Presenter: Dan Villarreal  
Brian Moy, Executive Director  
Finance and Accounting  
Susan Lackorn, Director  
Budget & Financial Analysis

Subject: Budget Amendment #4

Related Page(s): Attachment

### ACTION ITEM

#### **BACKGROUND INFORMATION**

The 2020-2021 fiscal year budget was adopted on June 22, 2020. Estimated revenue and appropriations are subject to change on a regular basis.

In the General Fund, Budget Amendment #4 is an increase to appropriations in the amount of \$2,300,000 for the expansion of the 2021 summer school program.

Due to the COVID – 19 pandemic, the significant learning loss students have experienced will have adverse effects on our district's educational system for many years to come. According to *Best Practices for Learning Loss Recovery* by Hanover Research (2020), "programs will need to go beyond typical remediation or enrichment opportunities accommodated by existing after – school or (typical) summer school programs" to make a significant impact on student learning. In addition, a "study from early 2020 suggests districts start the school year earlier or extend it into summer as one strategy to ensure that students receive sufficient instruction time for adequate subsequent grade – level preparation" (p. 3 – 4). Because the exponential number of students who were impacted by COVID – 19, the decision was made to expand summer school sites, and provide a diverse curriculum that would help broaden student knowledge in current grade level curriculum as well as expose students to key content knowledge for a successful start to the following school year.

Curriculum & Instruction has created new robust summer program opportunities for students. They include the following:

- 24 elementary campuses to host summer school (19 Title I, 5 Non- Title)
- Summer JumpStart Program
- Summer STEM & Humanities Academy
- Summer Math Bridge

This expansion will provide more students the possibilities of meeting current grade level expectations and prepare for the following school year. This will also help students

become acclimated with school practices, as well as enter the following year feeling more prepared for any challenges they may face in the future.

No changes are being made to the Debt Service Fund or the School Nutrition Services Fund.

**ADMINISTRATIVE CONSIDERATION**

By law, amendments to the budgets for the General, Debt Service, and School Nutrition Services Funds must be approved by the Board of Trustees before new appropriations may be expended.

**BUDGETARY CONSIDERATION**

For the General Fund, this budget amendment decreases budgeted fund balance by \$2,300,000. The resulting budgeted deficit and ending fund balance for June 30, 2021, are estimated to be \$9,124,942 and \$118,467,135, respectively. If the District decides to fund the summer programs with American Rescue Plan Act Elementary and Secondary School Emergency Relief (ESSER III) funds, the programs will be reclassified to the appropriate fund after receiving the Notice of Grant Award from TEA.

**ADMINISTRATIVE RECOMMENDATION**

It is recommended that the Board of Trustees approve Budget Amendment #4.

**BOARD ACTION REQUIRED**

Approval/Disapproval

**NORTH EAST INDEPENDENT SCHOOL DISTRICT**  
**Budget Amendment Board Report**  
**Budget Amendment #4**  
**May 10, 2021**

**GENERAL FUND**

<b>I. DECREASE FUND BALANCE</b>	<b>Requested By:</b>	<b>Amount</b>
<hr/>		
Increase Appropriations:		
1 Costs related to expansion of the 2021 summer school program	Dr. Munoz	\$ <u>(2,300,000)</u>
<b>I. Total transactions decreasing Fund Balance</b>		<b>\$ <u>(2,300,000)</u></b>
<b>II. Net increase (decrease) to General Fund Balance for this Budget Amendment</b>		<b>\$ <u>(2,300,000)</u></b>

**NORTH EAST INDEPENDENT SCHOOL DISTRICT**

**Budget Amendment Board Report**

**Budget Amendment #4**

**May 10, 2021**

**General Fund**

	<b>Budget As Adopted July 1, 2020</b>	<b>BUDGET As of Amendment #4</b>	<b>Administrative Adjustments</b>	<b>Budget Amendment #4 Changes</b>	<b>Budget As of Amendment #4</b>
<b>Estimated Revenues &amp; Other Sources</b>					
Local	\$ 416,692,693	\$ 416,692,693	\$ -	\$ -	\$ 416,692,693
State	124,730,741	138,124,747	-	-	138,124,747
Federal	12,033,550	12,033,550	-	-	12,033,550
Total Estimated Revenue	\$ 553,456,984	\$ 566,850,990	\$ -	\$ -	\$ 566,850,990
Other Sources	100,000	100,000	-	-	100,000
<b>Total Estimated Revenue &amp; Other Sources</b>	<b>\$ 553,556,984</b>	<b>\$ 566,950,990</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 566,950,990</b>
<b>Appropriations &amp; Other Uses</b>					
Function:					
11 Instruction	\$ 344,460,097	\$ 347,006,419	\$ 756,998	\$ 1,695,515	\$ 349,458,932
12 Instructional Resources & Media Services	8,564,148	8,740,627	4,557	-	8,745,184
13 Curriculum & Instructional Staff Development	16,071,884	16,275,462	(4,354)	-	16,271,108
21 Instructional Leadership	7,501,466	7,551,172	27,006	-	7,578,178
23 School Leadership	36,648,091	37,121,878	41,533	220,408	37,383,819
31 Guidance, Counseling & Evaluation Services	21,983,249	21,897,995	(3,293)	68,937	21,963,639
32 Social Work Services	3,162,719	3,173,594	-	-	3,173,594
33 Health Services	8,589,672	8,690,634	14,602	72,438	8,777,674
34 Student (Pupil) Transportation	15,403,741	15,471,225	(162,511)	200,750	15,509,464
35 Food Services	7,105	10,118	-	-	10,118
36 Extracurricular Activities	12,295,039	12,469,889	(183,023)	-	12,286,866
41 General Administration	14,650,368	15,688,261	-	-	15,688,261
51 Facility Maintenance And Operations	58,541,994	61,882,051	(649,136)	-	61,232,915
52 Security And Monitoring Services	5,181,638	5,212,180	(12,125)	-	5,200,055
53 Data Processing Services	4,396,693	4,425,096	56,104	-	4,481,200
61 Community Services	522,018	561,193	(97)	41,952	603,048
71 Debt Service	-	-	-	-	-
81 Facilities Acquisition & Construction	-	1,021,007	32,054	-	1,053,061
93 Payments To Fiscal Agent/ Member Districts Of Shared Service Arrangements	765,000	765,000	-	-	765,000
95 Payments To Juvenile Justice Alternative Education Programs	359,736	359,736	-	-	359,736
99 Other Intergovernmental Charges	2,823,413	2,823,413	-	-	2,823,413
Total Appropriations	\$ 561,928,071	\$ 571,146,950	\$ (81,685)	\$ 2,300,000	\$ 573,365,265
Other Uses	2,290,000	2,628,982	81,685	-	2,710,667
<b>Total Appropriations &amp; Other Uses</b>	<b>\$ 564,218,071</b>	<b>\$ 573,775,932</b>	<b>\$ -</b>	<b>\$ 2,300,000</b>	<b>\$ 576,075,932</b>
<b>Beginning Fund Balance as of July 1, 2020</b>	<b>\$ 127,592,077</b>	<b>\$ 127,592,077</b>			<b>\$ 127,592,077</b>
<b>Net Revenue/Sources Over (Appropriations)/(Uses)</b>	<b>(10,661,087)</b>	<b>(6,824,942)</b>	<b>-</b>	<b>(2,300,000)</b>	<b>(9,124,942)</b>
<b>Budgeted Ending Fund Balance as of June 30, 2021</b>	<b>\$ 116,930,990</b>	<b>\$ 120,767,135</b>			<b>\$ 118,467,135</b>



## NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: May 10, 2021

Presenter: Sean Maika  
Amy Lane, Executive  
Director, Partnerships,  
North East Educational  
Foundation

Subject: NEEF MOU with District

Related Page(s): NEISD-NEEF MOU

### CONSENT ITEM

#### **BACKGROUND INFORMATION**

At the April 10, 2017 NEISD Board of Trustees meeting, Dr. Brian Gottardy and the North East Educational Foundation presented a resolution to approve full-time NEISD positions to work with the North East Educational Foundation (NEEF) for the benefit of teachers and students. After careful study of similar Foundations across the state, the Board of Trustees approved up to 3 additional full-time positions to work with NEEF. The NEISD Director of Partnerships became the Executive Director of Partnerships and NEEF, a Community Relations Specialist was hired for 50% NEEF workload and a Development Coordinator was hired for 75% NEEF workload. Through tighter coupling with the district, designated funds to the North East Educational Foundation for NEISD campuses and projects are now accepted and the goal of NEEF to bring more funds to campuses, districtwide is being realized.

#### **MOU Background:**

This is a continuing MOU with an updated term date to keep the MOU in compliance. This was last approved at a 2019 NEISD Board of Trustee meeting, and the term is up for renewal on June 30, 2021. Rick Lopez, NEISD Attorney reviewed and edited the document. The NEEF Governance & Nominating Committee accepted his edits and the NEEF full board agreed to bring this document to the NEISD Board of Trustees. The District process of approval for MOUs has been completed.

#### **RECOMMENDATION**

Approve and sign the attached NEISD-NEEF MOU to continue the partnership.

#### **BOARD ACTION REQUIRED**

Approval/Disapproval

**MEMORANDUM OF UNDERSTANDING**

**NORTH EAST INDEPENDENT SCHOOL DISTRICT &  
NORTH EAST EDUCATIONAL FOUNDATION**

This Memorandum of Understanding ("Agreement") is made and entered into by and between the NORTH EAST INDEPENDENT SCHOOL DISTRICT ("North East ISD" or "the District"), a political subdivision organized under the laws of the State of Texas, and the NORTH EAST EDUCATIONAL FOUNDATION ("NEEF" or "Foundation" ), a 501(c)(3) non-profit organization. This Agreement shall be effective upon the signature of all parties ("Effective Date").

WHEREAS, North East ISD is a public school district located in Bexar County, Texas; and

WHEREAS, the Foundation was established as a charitable organization to provide charitable financial support for the benefit of North East ISD teachers, students and community; and

WHEREAS, North East ISD desires to facilitate the Foundation's efforts to raise funds for the furtherance of the educational mission of North East ISD teachers, students and community;

NOW, THEREFORE, North East ISD and the Foundation do hereby agree as follows:

**I.  
RELATIONSHIP**

The parties acknowledge and accept that the Foundation and the District shall be maintained as separate and independent entities. Nothing in this Agreement shall be construed as forming or constituting a joint venture, partnership or any other business or corporate relationship between North East ISD and the Foundation. Neither party has the authority to bind the other party to any contract nor obligation except as expressly provided herein upon prior written authority through a majority vote of the North East ISD's Board of Trustees and the Foundation's Board of Directors during lawful meetings held in accordance of any applicable state and/or federal law or in accordance with applicable by-laws.

**II.  
FOUNDATION RESPONSIBILITIES**

- A. During the term of this Agreement, the Foundation agrees to raise funds for the benefit of North East ISD teachers, which are ultimately geared toward allowing them to improve the instruction and educational services they provide to students, as well as promote North East ISD programs consistent with the District's educational mission. The Foundation further agrees to contribute funds raised by the Foundation for activities and programs benefiting North East ISD teachers, as determined by the Foundation's Board of Directors, so that they can provide students with better instructional and educational opportunities in the classroom.

North East ISD-NEEF MOU  
Last Updated: 04/06/2021

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**ADMINISTRATIVE SUPPORT:**

- B. To facilitate the Foundation’s activities for the benefit of its teachers and students, North East ISD agrees to provide administrative support for Foundation activities at such levels as North East ISD shall determine (in consultation with the Foundation) to be appropriate. Such administrative support shall include providing office space for the Foundation, providing management and clerical assistance through the services of certain North East ISD employees as set forth in this Agreement. By signature of the authorized person(s) below, the North East ISD Board of Trustees expressly recognizes the educational purpose of the administrative support costs incurred in connection with this Agreement as necessary and beneficial to its teachers, students and community.

**REPORTING:**

- C. The Foundation shall provide North East ISD with an annual written report detailing Foundation’s activities and programs for the benefit of North East ISD teachers, students, and community during the year and the value of such activities and programs. The report shall be due each fall semester, following the end of the Foundation's fiscal year. It is the intent of the Foundation that the value of its activities benefiting North East ISD will exceed the cost of North East ISD's administrative support of the Foundation.

**RIGHT TO TERMINATE:**

- D. North East ISD administrative support shall be a commitment from current revenue within North East ISD's then current annual budget. Renewal of this Agreement will be in accordance with Texas Local Government Code § 271.903, or similarly applicable law, concerning non-appropriation of funds for multi-year contracts. Notwithstanding any other provision of this Agreement, North East ISD shall have the right to terminate this Agreement without default, penalty, or liability, effective as of the expiration of each District budget period if determined, in North East ISD's sole discretion, that there are insufficient funds to extend this Agreement. Either party may terminate this Agreement on the basis of material breach by the other party, following the provision of thirty (30) days written notice and opportunity to cure. In the event the Foundation shall ever cease to provide funding, fundraising or other assistance required of it to North East ISD in its role as a supporting organization for North East ISD under Section 501(c)(3) of the Internal Revenue Code, then the Foundation shall take immediate steps to wind-down, liquidate and dissolve the Foundation, and North East ISD shall have no further obligations to the Foundation, whether under this Agreement or otherwise.

**AUDITING:**

- E. The Foundation agrees to have an annual audit performed in accordance with its Bylaws

North East ISD-NEEF MOU

Last Updated: 04/06/2021

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and agrees to provide a copy of such audit to North East ISD.

**BOOKKEEPING:**

- F. The Foundation will maintain separate accounting books as an independent and legally separate entity from North East ISD.

**NONPROFIT STATUS:**

- G. The Foundation will maintain its status as an organization described in Section 501(c)(3) of the Internal Revenue Code as a supporting organization for North East ISD and shall notify North East ISD in writing immediately in the event of any change in the Foundation's tax status.

**III.  
INDEPENDENCE AND CONTROL**

- A. All North East ISD staff who provide administrative support for the Foundation under this Agreement remain employees of North East ISD under the direct supervision and control of the Superintendent (or the Superintendents' designee) at all times, and are subject to all laws, rules, regulations, policies, and procedures applicable to North East ISD employees. The Superintendent (or Superintendents' designee) and the North East ISD Foundation Board will each evaluate the Executive Director's job performance on an annual basis.
- B. The Foundation will consult with the District before accepting any gift for the benefit of the District that contains restrictive terms or conditions.
- C. The Foundation will have the right to refuse any contribution, donation, or gift that comes from a source which, in the determination of the Foundation Board of Directors, is not in concert with the Foundation's mission or standards.
- D. The Foundation will seek its own independent legal counsel in all matters requiring legal advice between the Foundation and the District when there is a potential conflict of interest between the two parties.

**IV.  
RENEWAL TERM**

Upon consideration by the parties to this Agreement, and as evidenced by their respective authorized representatives' signatures below, this Agreement is renewed effective July 1, 2021 through the end of the Foundation's fiscal year on June 30, 2022 ("Renewal Term"). Should the parties wish to renew the Agreement thereafter, they may do so through a signed written document expressing intent to do so, after which the Agreement will renew for another one year period, with any subsequent renewals using the same process ("Subsequent Renewal Term"). Any such renewal documents should be attached to this

North East ISD-NEEF MOU

Last Updated: 04/06/2021

Page 3 of 5

Agreement. Should either party choose not to renew this Agreement, it need simply provide written notice to the other party no later than sixty (60) days before the end of the then current renewal period.

**GOVERNING LAW:**

This Agreement shall be governed and construed in accordance with the laws of the State of Texas. Mandatory and exclusive venue for all disputes shall be in Bexar County, Texas.

**V.  
CONFIDENTIALITY**

To the extent permitted by law, the parties shall maintain the confidentiality of records and information shared pursuant to this Agreement which is designated as confidential by the other party. The Foundation acknowledges that the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, governs the privacy and confidentiality of educational records and personally identifiable information of students. The Foundation agrees to maintain the confidentiality of FERPA protected information and abide by FERPA, as applicable, including but not limited to not disclosing FERPA protected information to any third party without the written authorization of North East ISD and the individuals to whom the rights under FERPA rest (*e.g.*, parents and/or students over 18).

Any written or electronic records of the Foundation, such as donor lists, that are not required to be shared with the North East ISD under this Agreement or by applicable law shall remain the exclusive property of the Foundation, which as a 501(c)(3) organization is not a public or governmental entity subject to the Texas Public Information Act. As such, the North East ISD does not have ownership or control over such records.

The Foundation acknowledges that North East ISD is subject to the Texas Public Information Act and waives any claim against and releases North East ISD, its officers, employees, or agents with respect to disclosure of information provided pursuant to this Agreement as required by the Texas Public Information Act.

[REMAINDER OF THIS PAGE LEFT BLANK]

IN TESTIMONY OF WHICH this Agreement in multiple originals, each of equal force, has been executed by authorized representatives of both parties pursuant to resolutions adopted by their respective Boards.

NORTH EAST ISD

Name: *Shannon Groza*

Title: Board of Trustee President

Date: *6/10/21*

NORTH EAST EDUCATIONAL FOUNDATION

Name: *Cam Lindholm*

Title: NEEF Chairman

Date: *6/10/2021*



# NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: May 10, 2021

Presenter: Dan Villarreal  
Brian Moy, Executive Director  
Finance and Accounting

Subject: Waiver of Penalties and  
Interest

Related Page(s): Attachment

## CONSENT ITEM

### **BACKGROUND INFORMATION**

In accordance with §33.011 of the Texas Property Tax Code, the governing body of a taxing unit shall waive penalties and interest on a delinquent tax if an act or omission of an employee of the taxing unit or appraisal district resulted in the taxpayer's failure to pay the tax before delinquency.

### **ADMINISTRATIVE CONSIDERATION**

The Bexar County Tax Assessor-Collector determined that the following penalties and interest were assessed as a result of an error by the Assessor-Collector or the Bexar Appraisal District:

<i>Tax Account 17866-013-0080:</i>	<i>Penalties = \$211.57</i>	<i>Interest = \$35.26</i>
<i>Tax Account 04910-105-1180:</i>	<i>Penalties = \$106.03</i>	<i>Interest = \$30.29</i>

The Assessor-Collector has requested the District waive the penalties and interest in accordance with §33.011 of the Texas Property Tax Code.

### **BUDGETARY CONSIDERATION**

No budgetary consideration required.

### **RECOMMENDATION**

It is recommended that the Board of Trustees waive the penalties and interest on the accounts listed above as presented.

### **BOARD ACTION REQUIRED**

Approval/Disapproval



**Albert Uresti, MPA, PCC**  
**Office of the Tax Assessor - Collector**

April 05, 2021

Mr. Brian Moy  
Senior Director-Budgets & Financial Analysis  
North East I.S.D  
8961 Tesoro Drive, Suite 201  
San Antonio, Texas 78217

RE: Waiver of Penalty and Interest on Tax Account: 17866-013-0080  
Years(s): 2020  
Owner(s): Puri Vinay & Vinaykumar Patel  
Amount of Penalty Paid: \$211.57  
Amount of Interest Paid: \$35.26  
Amount of 33.07 Penalty Paid: \$0.00

Dear Mr. Moy:

The above referenced property owner has requested for the waiver of penalty and interest under Section 33.011 of the Texas Property Tax Code.

The governing body of a taxing unit shall waive penalties and may provide for the waiver of interest if an act or omission of an act by an employee of the Bexar Appraisal District resulted in the taxpayer's failure to pay the tax before delinquency.

The attached letter confirms such an error did occur. The taxes have been paid and the request for waiver was made within 180 days of the delinquency date. This office recommends penalty and interest to be refunded unless we receive notice otherwise from the governing body.

Please notify our office within fifteen days of the receipt of this letter if the governing body of the Northeast I.S.D agrees with this recommendation. If you have any questions or concerns please contact our office at (210) 335-6623.

Sincerely,

A handwritten signature in green ink, appearing to read "AU".

Albert Uresti, MPA, PCC  
Tax Assessor-Collector  
Bexar County

 AU:CG/ki/rk  
FORM: TASL7  
REV 04/13

**Lowery, Jerry**

---

**From:** Perez-Vasquez, Maria  
**Sent:** Tuesday, February 9, 2021 4:28 PM  
**To:** Lowery, Jerry  
**Cc:** Salas, Richard V.  
**Subject:** FW: Account #: 178660130080: Property Tax Penalty  
**Attachments:** IMG\_0479.HEIC; IMG\_0478.HEIC; IMG\_0480.HEIC; IMG\_0482.HEIC

Jerry:

Please handle.

Have a blessed day.

Maria D. Perez-Vasquez, PCC  
Correspondence Property Tax Supervisor  
Office of Albert Uresti, MPA, PCC  
Bexar County Tax Assessor Collector  
Phone (210) 335-2251 Fax (210) 335-1221  
[mpvasquez@bexar.org](mailto:mpvasquez@bexar.org)

---

**From:** Salas, Richard V. <[Richard.Salas@bexar.org](mailto:Richard.Salas@bexar.org)> **On Behalf Of TaxOffice**  
**Sent:** Tuesday, February 9, 2021 3:35 PM  
**To:** Perez-Vasquez, Maria <[mpvasquez@bexar.org](mailto:mpvasquez@bexar.org)>  
**Subject:** FW: Account #: 178660130080: Property Tax Penalty

Looks like possible BCAD error; since ownership recorded in January of 2020.  
Can you see if we need to tag?

---

**From:** vinay patel <[vinaypatel02@gmail.com](mailto:vinaypatel02@gmail.com)>  
**Sent:** Monday, February 8, 2021 9:30 PM  
**To:** TaxOffice <[TaxOffice@bexar.org](mailto:TaxOffice@bexar.org)>  
**Subject:** Account #: 178660130080: Property Tax Penalty

**NOTICE:**

This email originated from an EXTERNAL email address outside of bexar.org. Please use caution when clicking links or opening attachments from email senders that you do not know.  
If you feel it is suspicious, please send this email as an attachment to [BCERT@bexar.org](mailto:BCERT@bexar.org)

---

Referencing Account #: 178660130080  
Vinay & Purvi Patel  
19035 Summer Haven  
San Antonio, TX 78259

RECEIVED  
MAR 15 2021  
CS-BCAD

To whom may it concern:

My name is Vinay Patel, my wife Purvi Patel & I purchased the house on Feb. 28, 2020. Throughout the year we never received any official documents.

However, with the curiosity I reached out to the Bexar Homestead office and then eventually the Bexar Tax office on Feb. 3, 2021 and that's when I was made aware that the appraisal district didn't make the ownership change until Feb. 2, 2021 and that's the reason we never received any documentation because the ownership was still under Meritage homes.

The tax officer/agent who assisted me explained that the tax on the property was due on Jan. 31 is past due and unpaid & recommended me to go ahead and pay the total tax liability on the property in the amount of \$7,649.88 which included the penalty for \$500.47 and submit a request to waive/refund the penalty since appraisal district didn't make the ownership change till now.

So I paid the full amount through an online portal on Feb. 5, 2021, here is the confirmation # 20328191 for the reference.

It's my humble request to you to please refund the penalty amount of \$500.47, since I was not made aware of any obligations on my part. I would have paid due taxes in a timely manner If I had received any documents/invoices.

Also, per recommendation by the officer I'm attaching a few documents from the closing of the property stating the closing date for references.

Please let me know If you need any further documents which may help your determination.

Sincerely Thanking you,  
Vinay & Purvi Patel  
281-323-0530  
19035 Summer Haven  
San Antonio, TX 78259



Virus-free. [www.avg.com](http://www.avg.com)

RECEIVED  
MAR 15 2021  
CS-BCAD



**Albert Uresti, MPA, PCC**  
**Office of the Tax Assessor - Collector**

March 8, 2021

Purvivany & Vinaykumar Patel  
19035 Summer Hvn  
San Antonio, Texas 78259

RE: Account 17866-013-0080

Dear: Mr. & Mrs. Patel

This letter is to acknowledge receipt of your correspondence wherein you have requested for the waiver of penalty and interest against the above referenced property.

We are in the process of reviewing your account for a possible error. Once this step is completed, the findings along with your request for the waiver of penalties and interest will be forwarded to the governing bodies of the taxing units for which we collect taxes. Their agency will determine if an error was made by the Bexar Appraisal District that would warrant for the waiver of penalty and interest.

If we can be of further assistance, please contact our Property Tax Department at (210) 335-6623.

Sincerely,

A handwritten signature in black ink that reads "K. Isbell".

Karen Isbell, PCC  
Property Tax Supervisor  
Office of Albert Uresti MPA, PCC  
Tax Assessor-Collector  
Bexar County

AU:CG:ki /rk



**Albert Uresti, MPA, PCC**  
**Office of the Tax Assessor - Collector**

March 8, 2021

Mr. Michael A. Amezcuita  
Chief Appraiser  
Bexar Appraisal District  
411 North Frio  
San Antonio, TX 78207

Re: Research of Possible Error per Section 33.011 of the Texas Property Tax Code  
Account(s): 17866-013-0080

Dear Mr. Amezcuita:

Enclosed please find copies of the request received by this office from Purvivanay & Vinaykumar Patel, of 19035 Summer Hvn requesting to waive penalty and interest under the Section of the Tax Code cited above. Taxes were paid timely of the notification of delinquent taxes and the request for waiver was made within 180 days.

Please research account number(s) for tax year(s) 2020, for possible incorrect ownership information/ mailing address. A recommendation is requested of a possible incorrect ownership information/ mailing address information administrative error on the Bexar Appraisal District records.

Please forward your response to: Bexar County Tax Office, Attn: Property Tax Department, P.O. Box 839950, San Antonio, TX 78283. If there are any questions we can be reached at 210-335-6623.

Sincerely,

A handwritten signature in black ink that reads "K Isbell".

Karen Isbell, PCC  
Property Tax Supervisor  
Office of Albert Uresti, MPA, PCC  
Tax Assessor-Collector  
Bexar County

AU:CG:ki/rk  
Enclosures: As Stated



**Albert Uresti, MPA, PCC**  
**Office of the Tax Assessor - Collector**

March 8, 2021

Mr. Michael A. Amezcuita  
Chief Appraiser  
Bexar Appraisal District  
411 North Frio  
San Antonio, TX 78207

Re: Research of Possible Error per Section 33.011 of the Texas Property Tax Code  
Account(s): 17866-013-0080

Dear Mr. Amezcuita:

Enclosed please find copies of the request received by this office from Purvivanay & Vinaykumar Patel, of 19035 Summer Hvn requesting to waive penalty and interest under the Section of the Tax Code cited above. Taxes were paid timely of the notification of delinquent taxes and the request for waiver was made within 180 days.

Please research account number(s) for tax year(s) 2020, for possible incorrect ownership information/ mailing address. A recommendation is requested of a possible incorrect ownership information/ mailing address information administrative error on the Bexar Appraisal District records.

Please forward your response to: Bexar County Tax Office, Attn: Property Tax Department, P.O. Box 839950, San Antonio, TX 78283. If there are any questions we can be reached at 210-335-6623.

Sincerely,

A handwritten signature in black ink that reads "K Isbell".

Karen Isbell, PCC  
Property Tax Supervisor  
Office of Albert Uresti, MPA, PCC  
Tax Assessor-Collector  
Bexar County

AU:CG:ki/rk  
Enclosures: As Stated



# BEXAR APPRAISAL DISTRICT

Michael A. Amezcuita  
Chief Appraiser

411 N. Frio, P.O. Box 830248  
San Antonio, TX 78283-0248  
Phone (210) 224-8511  
Fax (210) 242-2451

BOARD OF DIRECTORS

CHERI BYROM  
Chairwoman  
ROBERTO TREVIÑO-  
Councilman District 1  
Vice-Chairman  
GEORGE TORRES  
Secretary

SERGIO RODRIGUEZ -  
Commissioner, PCT 1  
J. KEITH HUGHEY  
ALBERT URESTI, MPA

March 19, 2021

Albert Uresti MPA, PCC  
Tax Assessor/Collector  
Bexar County Tax Office  
233 N Pecos  
San Antonio, Texas 78207

RE: Research of Possible Error per Sections 33.011 or 31.015 of the Texas Property Tax Code.

As per your request, we have researched account number #17866-013-0080 for possible incorrect ownership/mailing information under State Property Tax Code 33.011 and/or 31.015. We have found that there was an administrative error on the Bexar Appraisal Records.

If we can be of any further assistance please contact me at (210) 242-2538.

Sincerely,  
*Mary Mares*

Mary Mares  
Bexar Appraisal District



# BEXAR APPRAISAL DISTRICT

## BEXAR APPRAISAL DISTRICT RESEARCH DOCUMENT FOR POSSIBLE MAILING ADDRESS CORRECTION

PER SECTION 33.011 OR 31.015

ACCOUNT: 17866-013-0080

REASON FOR ERROR:

1. MAILING ADDRESS NOT UPDATED ACCORDINGLY.
2. SUITE AND OR APARTMENT NUMBER LEFT OFF ON MAILING ADDRESS.
3. DEED NOT TRANSFERRED CORRECTLY, PROPERTY TRANSFERRED IN ERROR.
4. DEED NOT TRANSFERRED CORRECTLY WITH MORE THAN ONE ACCOUNT AND ONLY ONE ACCOUNT TRANSFERRED.
5. DEED FILED TIMELY BUT NOT TRANSFERRED.
6. OTHER:

REMARKS:

INTIATOR: MARY MARES

DATE: 03/19/2021

Thank You for Your Payment - Office of Albert Uresti, Bexar County Tax Assessor-Collector;  
(Property Tax)

2/5/2021 3:06 PM Central Standard Time



Customer Name Vinay Patel

Effective Date

2/5/2021

Approved 20328191

Item	Amount
Property Tax ACT	\$7,649.88
<b>Subtotal:</b>	<b>\$7,649.88</b>
<b>Total Charged to:</b>	<b>\$7,649.88</b>
Checking ***** 8238	
<b>Total Amount Paid:</b>	<b>\$7,649.88</b>
Collection Mode: Web	
Credit Notes	

Property Tax Payment

**Payment Details**

Property Tax ACT

Account Number: 178660130080 - Year: any - Vinay Patel - \$7,649.88



**Albert Uresti, MPA, PCC**  
**Office of the Tax Assessor - Collector**

April 28, 2021

Mr. Brian Moy  
Senior Director-Budgets & Financial Analysis  
North East I.S.D.  
8961 Tesoro Drive Suite 201  
San Antonio, Texas 78217

RE: Waiver of Penalty and Interest on Tax Account: 04910-105-1180  
Years(s): 2020  
Owner(s): Celeste Steele  
Amount of Penalty Paid: \$106.03  
Amount of Interest Paid: \$30.29  
Amount of 33.07 Penalty Paid: \$0.00

Dear Mr. Moy:

The above referenced property owner has requested for the waiver of penalty and interest under Section 33.011 of the Texas Property Tax Code.

The governing body of a taxing unit shall waive penalties and may provide for the waiver of interest if an act or omission of an act by an employee of the Bexar Appraisal District resulted in the taxpayer's failure to pay the tax before delinquency.

The attached letter confirms such an error did occur. The taxes have been paid and the request for waiver was made within 180 days of the delinquency date. This office recommends penalty and interest to be refunded unless we receive notice otherwise from the governing body.

Please notify our office within fifteen days of the receipt of this letter if the governing body of the North East I.S.D. agrees with this recommendation. If you have any questions or concerns, please call our office at (210) 335-6623

Sincerely,

A handwritten signature in blue ink, appearing to read "AU".

Albert Uresti, MPA, PCC  
Tax Assessor-Collector  
Bexar County

CS AU:CG/brk  
FORM: TASL7  
REV 04/13

## Lowery, Jerry

---

**From:** Lowery, Jerry  
**Sent:** Tuesday, March 30, 2021 5:44 PM  
**To:** 'celeste.steele@gmail.com'  
**Cc:** Perez-Vasquez, Maria  
**Subject:** RE: Attention: Tax Assessor Albert Uresti  
**Attachments:** Steele Acknowledgement.pdf

Ms. Steele,

Thank you for contacting the Office of Albert Uresti, MPA, PCC, Bexar County Tax Assessor-Collector. This is response to your request for a waiver of the penalty and interest on tax account #04910-105-1180. Please see the attachment for your acknowledgement letter for your request.

If our office may be of further assistance, please feel free to contact our Information Call Center at (210) 335-2251.

Sincerely,

Jerry Lowery  
Tax Processor II  
Public Information & Support Services

Office of Albert Uresti, MPA, PCC  
Tax Assessor-Collector  
Bexar County

---

**From:** Celeste Steele <[celeste.steele@gmail.com](mailto:celeste.steele@gmail.com)>  
**Sent:** Friday, March 26, 2021 11:04 AM  
**To:** TaxOffice <[TaxOffice@bexar.org](mailto:TaxOffice@bexar.org)>  
**Subject:** Attention: Tax Assessor Albert Uresti

### NOTICE:

This email originated from an EXTERNAL email address outside of bexar.org. Please use caution when clicking links or opening attachments from email senders that you do not know.

If you feel it is suspicious, please send this email as an attachment to [BCERT@bexar.org](mailto:BCERT@bexar.org)

---

Hello,

I'd like to request a refund for the interest and penalties accrued to account number 049101051180 for property address 22920 Fossil Rdg.

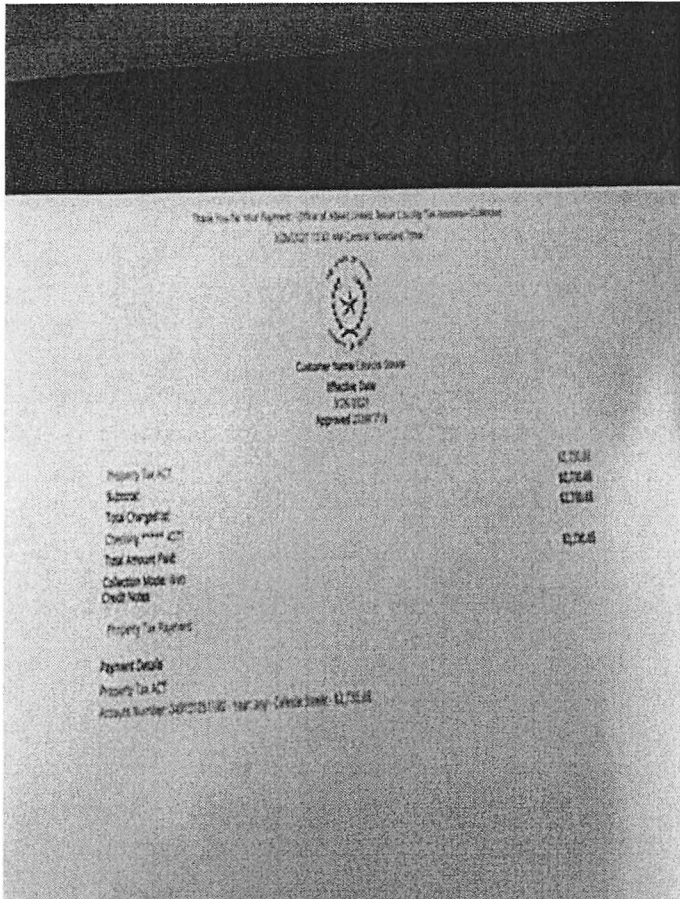
As of today, 3/26, I have not received a statement for taxes. Early this month my realtor reached out to me because the original homeowners received the tax statement. I contacted your office to inquire and the previous owner was still listed.

As of 3/22 the address has been updated to my name and in speaking with one of your representatives, they informed me a statement was mailed on 3/25. I have already submitted payment and received approval. Attached is a copy of the approval as well.

Approved 20381718

Please let me know you will be able to refund the penalties and interest.

Thanks  
Celeste  
210-833-6404



After Recording Mail To:  
Security Service Federal Credit Union  
ATTN: Mortgage Services  
15000 IH 10 West  
San Antonio, TX 78249

Prepared By:  
Robertson Anschutz Velters, LLC  
1500 CityWest Boulevard, Ste. 700  
Houston, TX 77042

CHICAGO TITLE GFA # 3300110052161R

## DEED OF TRUST

**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.**

Loan No. 0125606533

### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated February 14, 2020, together with all Riders to this document.
- (B) "Borrower" is Celeste L. Steele, a married woman. Borrower is the grantor under this Security Instrument.
- (C) "Lender" is Security Service Federal Credit Union. Lender is a Federal Credit Union organized and existing under the laws of the United States of America. Lender's address is 15000 IH 10 West, San Antonio, TX 78249. Lender is the beneficiary under this Security Instrument.
- (D) "Trustee" is Ruth W. Garner. Trustee's address is 1500 Citywest Boulevard, Ste. 700, Houston, TX 77042.
- (E) "Note" means the promissory note signed by Borrower and dated February 14, 2020. The Note states that Borrower owes Lender One Hundred Eighty Thousand Dollars (U.S. \$180,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than March 01, 2035.
- (F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
- (G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
- (H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower (check box as applicable):
- Planned Unit Development Rider                       Unimproved Property Rider
- (I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-

TEXAS - Single Family - Fixed Rate / Variable Rate  
UNIFORM INSTRUMENT Form 3044 L01 (rev. 10/17) (Page 1 of 13 pages)  
(Dist) RA0763828 - e3000mc.tx - Rev 01/09/2019



appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" mean those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

#### TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (a) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (b) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of BEXAR:

Lot 118, Block 5, FOSSIL RIDGE, UNIT 1 (PLANNED UNIT DEVELOPMENT), Bexar County, Texas, according to plat thereof recorded in Volume 9554, Pages 45-9, Deed and Plat Records of Bexar County, Texas

which currently has the address of 22920 Fossil Rdg, San Antonio, TX 78261 ("Property Address").

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

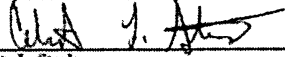
TEXAS—Single Family—Fannie Mae/Freddie Mac  
UNIFORM INSTRUMENT Form 2004 1/01 (rev. 10/17) (Page 2 of 13 pages)  
(Doc) RA076428 - eS00acc ts - Rev. 01/09/2019



homestead. Borrower disclaims all homestead rights, interests and exemptions related to the Property.

28. **Loan Not a Home Equity Loan.** The Loan evidenced by the Note is not an extension of credit as defined by Section 50(a)(6) or Section 50(a)(7), Article XVI, of the Texas Constitution. If the Property is used as Borrower's residence, then Borrower agrees that Borrower will receive no cash from the Loan evidenced by the Note and that any advances not necessary to purchase the Property, extinguish an owelty lien, complete construction, or renew and extend a prior lien against the Property, will be used to reduce the balance evidenced by the Note or such Loan will be modified to evidence the correct Loan balance, at Lender's option. Borrower agrees to execute any documentation necessary to comply with this Section 28.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

  
\_\_\_\_\_  
Celeste L. Steele (Seal)  
-Borrower

TEXAS—Single Family—Fannie Mae/Freddie Mac  
UNIFORM INSTRUMENT Form 3044 1/01 (rev. 10/17) (Page 12 of 13 pages)  
(Doc) RA0763828 - n3000mc.tx - Rev 01/09/2019





## BEXAR APPRAISAL DISTRICT

Michael A. Amador  
Chief Appraiser

411 N. Pico, P.O. Box 832248  
San Antonio, TX 78283-0248  
Phone (210) 234-8511  
Fax (210) 242-2451

BOARD OF DIRECTORS

CHERI BYRON  
Chairwoman  
ROBERTO TRIVINO  
Countyman District 1  
Vice-Chairman  
GEORGE TORRES  
Secretary

SERGIO RODRIGUEZ -  
Commissioner, PCT 1  
J. KEITH WADSWORTH  
ALBERT URESTI, MPA

April 19, 2021

Albert Uresti MPA, PCC  
Tax Assessor/Collector  
Bexar County Tax Office  
233 N Pecos  
San Antonio, Texas 78207

RE: Research of Possible Error per Sections 33.011 or 31.015 of the Texas Property Tax Code.

As per your request, we have researched account number 04910-105-1180 for possible incorrect mailing address under State Property Tax Code 33.011 and/or 31.015. We have found that there was an administrative error on the Bexar Appraisal Records.

If we can be of any further assistance please contact me at (210) 242-2538.

Sincerely,

*Margie Lopez*

Margie Lopez  
Bexar Appraisal District



## BEXAR APPRAISAL DISTRICT

BEXAR APPRAISAL DISTRICT RESEARCH DOCUMENT FOR POSSIBLE  
MAILING ADDRESS CORRECTION

PER SECTION 33.011 OR 31.015

ACCOUNT ~~09210-105-1189~~

REASON FOR ERROR:

- 1 MAILING ADDRESS NOT UPDATED ACCORDINGLY.
- 2 SUITE AND OR APARTMENT NUMBER LEFT OFF ON MAILING ADDRESS.
- 3 DEED NOT TRANSFERRED CORRECTLY. PROPERTY TRANSFERRED IN ERROR
- 4 DEED NOT TRANSFERRED CORRECTLY WITH MORE THAN ONE ACCOUNT AND ONLY TWO ACCOUNTS TRANSFERRED
- 5 DEED FILED TIMELY BUT NOT TRANSFERRED
- 6 OTHER

REMARKS:

INITIATOR: MARGIE LOPEZ

DATE: 04/19/2021



# NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: May 10, 2021

Presenter: Dan Villarreal  
Brian Moy, Executive Director  
Finance & Accounting  
Susan Lackorn, Director  
Budget & Financial Analysis

Subject: Donations

Related Page(s): Attachment

## CONSENT ITEM

### **BACKGROUND INFORMATION**

Based on Section 11.151(a) of the Texas Education Code, the trustees of the independent school district constitute a body corporate and in the name of the district may receive bequests and donations and other moneys or funds coming legally into their hands. In accordance with this section of the education code, the Board of Trustees is to officially receive all donations and designate that the funds be used in the manner specified by each donor.

### **ADMINISTRATIVE CONSIDERATION**

Third quarter donations totaling \$183,252 designated for the benefit of individual campuses are deposited into Campus Activity Funds for the designated campuses. Third quarter donations totaling \$129,743 designated for the benefit of particular student groups are deposited into the Student Activity Fund account of the designated student groups. Donations designated as trust funds are deposited into a separate account in the School Cash application and invested accordingly. Cash donations for the benefit of the General Fund and other funds totaled \$51,080 for the quarter. Also, non-cash items donated during the third quarter of the '20 –'21 fiscal year included windows donated to the Career Tech program by JP Hart Lumber Co. and water bottle refilling stations donated by Thousand Oaks PTA.

### **BUDGETARY CONSIDERATION**

There are no budgetary considerations, because the donations are made to campus activity funds (special revenue funds), student activity funds (agency/trust funds) or the general funds that budgets revenue for miscellaneous donations during the budget process.

### **ADMINISTRATIVE RECOMMENDATION**

It is recommended the North East Board of Trustees accept the donations made during the school year.

### **BOARD ACTION REQUIRED**

Approval/Disapproval

Date	Campus	Description	Amount
<b>Q3 Campus Activity Funds</b>			
1/12/2021	001	G & G Investments, Inc. Donation	225.60
1/12/2021	001	WeFund4U Donations	4,539.15
2/2/2021	001	Farm Credit Bank of Texas Donation	200.00
2/9/2021	001	Donation	727.00
3/2/2021	001	Hit-a-thon Donations	4,357.98
3/2/2021	001	Donations for Parkas	1,250.00
3/2/2021	001	WeFund4U Donations	5,967.50
<b>001 Total</b>		<b>LEE HS</b>	<b>17,267.23</b>
1/15/2021	002	Fall Soccer Kick Donations	225.00
1/15/2021	002	Donation	180.00
1/15/2021	002	Drive-a-thon Donations	210.00
1/15/2021	002	Drive-a-thon Donations	100.00
1/21/2021	002	Drive-a-thon Donations	40.00
2/4/2021	002	Drive-a-thon Donations	884.00
2/4/2021	002	Drive-a-thon Donations	287.00
2/25/2021	002	Donation	147.00
3/4/2021	002	WeFund4U Donations	3,966.27
3/26/2021	002	Snap Raise Donations	1,546.00
<b>002 Total</b>		<b>MacArthur HS</b>	<b>7,585.27</b>
1/6/2021	003	Snap Raise Donations	1,479.54
1/8/2021	003	Hit-a-thon Donations	220.50
1/19/2021	003	Parent Donation	1,125.00
1/19/2021	003	Snap Raise Donations	822.06
2/3/2021	003	Donations in lieu of Fundraiser	150.00
2/3/2021	003	Donations in lieu of Fundraiser	1,400.00
2/10/2021	003	Donation	50.00
2/11/2021	003	Donation	200.00
2/24/2021	003	Donation	100.00
3/3/2021	003	Snap Raise Donations	6,270.80
3/19/2021	003	Parent Donation	1,000.00
3/19/2021	003	Snap Raise Donations	250.00
3/23/2021	003	Snap Raise Donations	4,333.20
<b>003 Total</b>		<b>Churchill HS</b>	<b>17,401.10</b>
1/13/2021	004	Donations	1,800.00
2/1/2021	004	Donations	1,000.00
2/11/2021	004	Campus Box Media LLC Donation	76.50
2/11/2021	004	Donations	600.00
3/29/2021	004	Rackspace Chess Grant Donation	10,300.00
3/29/2021	004	Snap Raise Donations	1,089.55
3/29/2021	004	Donations	6,000.20
3/29/2021	004	Donations	1,540.00
<b>004 Total</b>		<b>Roosevelt HS</b>	<b>22,406.25</b>
2/22/2021	005	WeFund4U Donations	2,835.14
2/24/2021	005	WeFund4U Donations	4,758.60
3/1/2021	005	WeFund4U Donations	8,716.00
3/1/2021	005	Coke Management Group Donation	300.00
3/4/2021	005	WeFund4U Donations	4,614.10
3/15/2021	005	99Pledges LLC Donations	4,768.26
3/15/2021	005	Donations	385.00

Date	Campus	Description	Amount
3/17/2021	005	Donations	295.00
3/24/2021	005	WeFund4U Donations	2,537.15
3/29/2021	005	WeFund4U Donations	4,330.20
3/29/2021	005	Zellner Insurance Agency Donation	125.00
<b>005 Total</b>		<b>Madison HS</b>	<b>33,664.45</b>
1/4/2021	007	Diamondbackers Sports Assoc. Donation	1,509.00
1/4/2021	007	Diamondbackers Sports Assoc. Donation	2,200.00
1/4/2021	007	Parent Donations	100.00
1/4/2021	007	Alpha Facilities Solutions LLC Donation	500.00
1/4/2021	007	Parent Donations	150.00
1/11/2021	007	Parent Donations	6,311.20
1/11/2021	007	Mod Super Fast Pizza, LLC Fundraiser	64.63
1/15/2021	007	Diamondbackers Sports Assoc. Donation	3,445.95
2/1/2021	007	Diamondbackers Sports Assoc. Donation	799.00
2/1/2021	007	Parent Donation	350.00
2/1/2021	007	Reagan Baseball Moms Donation	3,387.00
2/8/2021	007	Donation	1.00
3/1/2021	007	Parent Donations	45.00
3/4/2021	007	Parent Donations	20.00
3/4/2021	007	Parent Donations	6,475.70
3/17/2021	007	Parent Donations	500.00
<b>007 Total</b>		<b>Reagan HS</b>	<b>25,858.48</b>
1/11/2021	014	Jaguar Pride Assoc. Donation	5,500.00
2/1/2021	014	Jaguar Pride Assoc. Donation for Tournaments	7,920.00
2/8/2021	014	Hit-a-thon Donations	50.00
3/15/2021	014	Battle of Flowers Assoc. Donation	200.00
3/15/2021	014	Hit-a-thon Donations	6,834.52
3/24/2021	014	Methodist Stone Oak Donation	300.00
3/29/2021	014	Donation	100.00
<b>014 Total</b>		<b>Johnson HS</b>	<b>20,904.52</b>
1/6/2021	041	Sports Matter Community Grants Program	1,000.00
1/6/2021	041	Kona Ice Giveback Partnership	186.00
<b>041 Total</b>		<b>Eisenhower MS</b>	<b>1,186.00</b>
1/14/2021	042	YourCause Donation	52.00
<b>042 Total</b>		<b>Garner MS</b>	<b>52.00</b>
3/23/2021	045	Restaurant Donation	400.00
<b>045 Total</b>		<b>Jackson MS</b>	<b>400.00</b>
1/14/2021	048	Augustin Family Donation	500.00
2/4/2021	048	PTA Donation for Skate Board Racks	330.00
2/25/2021	048	Theatre Arts PledgeCents Fundraiser	4,850.00
<b>048 Total</b>		<b>Bradley MS</b>	<b>5,680.00</b>
1/21/2021	049	Donation	45.00
3/26/2021	049	Donation	8.00
3/26/2021	049	Donation	0.75
<b>049 Total</b>		<b>Driscoll MS</b>	<b>53.75</b>
1/12/2021	050	Grandparent Donation	2,000.00
3/4/2021	050	YourCause Donation	15.00
3/4/2021	050	Mod Super Fast Pizza, LLC Fundraiser	374.24
<b>050 Total</b>		<b>Bush MS</b>	<b>2,389.24</b>
2/4/2021	101	Blackbaud Giving Fund Donation	14.00

Date	Campus	Description	Amount
<b>101 Total Castle Hills EL</b>			<b>14.00</b>
1/7/2021	102	Schweitzer Lab Donation	200.00
<b>102 Total Coker EL</b>			<b>200.00</b>
1/14/2021	103	Texas Commission of the Arts Grant	250.00
1/22/2021	103	Carnival Donations	276.00
1/22/2021	103	Carnival Donations	346.00
1/22/2021	103	Carnival Donations	299.00
1/22/2021	103	Carnival Donations	323.50
1/22/2021	103	Carnival Donations	160.00
1/22/2021	103	Carnival Donations	204.00
1/22/2021	103	Carnival Donations	54.00
1/22/2021	103	Carnival Donations	138.50
1/22/2021	103	Carnival Donations	245.00
1/22/2021	103	Carnival Donations	101.50
<b>103 Total Colonial Hills EL</b>			<b>2,397.50</b>
2/1/2021	104	Donation for Volunteering	250.00
<b>104 Total Dellview EL</b>			<b>250.00</b>
1/28/2021	108	Donation for Vending Machine	4,000.00
3/29/2021	108	Donation for Garden	30.00
3/29/2021	108	Donation for Garden	500.00
3/29/2021	108	Donation for Garden	100.00
<b>108 Total Larkspur EL</b>			<b>4,630.00</b>
2/24/2021	110	Sergino Dest Donation for Students & Staff	5,000.00
2/24/2021	110	MacArthur Park Lutheran Church	200.00
2/25/2021	110	Valentine's Day Fundraiser	314.75
<b>110 Total Oak Grove EL</b>			<b>5,514.75</b>
1/12/2021	113	Broadway Bank Donation for Pajamas	500.00
3/25/2021	113	Donation for Needy Children	600.00
<b>113 Total Serna EL</b>			<b>1,100.00</b>
3/19/2021	114	TPAC Underwriters, Inc. Donation	1,000.00
<b>114 Total Walzem EL</b>			<b>1,000.00</b>
3/29/2021	118	Donation	500.00
<b>118 Total Camelot EL</b>			<b>500.00</b>
3/30/2021	123	PTA Donation	404.55
<b>123 Total Hidden Forest EL</b>			<b>404.55</b>
1/4/2021	126	Donations	250.00
<b>126 Total Thousand Oaks EL</b>			<b>250.00</b>
1/25/2021	129	Donations	20.00
2/8/2021	129	Donations	20.00
3/3/2021	129	Donations	30.00
<b>129 Total Encino Park EL</b>			<b>70.00</b>
2/24/2021	131	PTA Donation for Art Supplies	496.00
3/26/2021	131	PTA Donation for Art Supplies	301.00
<b>131 Total Oak Meadow EL</b>			<b>797.00</b>
1/25/2021	134	Parent Donation	40.00
2/1/2021	134	Ceiling Tile Donations	70.00
2/1/2021	134	Ceiling Tile Donations	80.00
3/1/2021	134	Ceiling Tile Donations	40.00
<b>134 Total Longs Creek EL</b>			<b>230.00</b>
3/29/2021	135	Final Four Top 4 Prize Donation	500.00

Date	Campus	Description	Amount
<b>135 Total</b>		<b>Huebner EL</b>	<b>500.00</b>
1/15/2021	139	Donation	1,000.00
2/12/2021	139	PTA Donation for Learning A-Z License	2,500.00
<b>139 Total</b>		<b>Roan Forest EL</b>	<b>3,500.00</b>
2/8/2021	140	Wells Fargo Giving Fund Grant	15.00
<b>140 Total</b>		<b>Canyon Ridge EL</b>	<b>15.00</b>
1/12/2021	142	Donations	55.50
<b>142 Total</b>		<b>Bulverde Creek EL</b>	<b>55.50</b>
2/8/2021	143	Blackbaud Giving Fund Donation	150.00
3/22/2021	143	Donation for Library Furniture	5,030.60
<b>143 Total</b>		<b>Wilderness Oak EL</b>	<b>5,180.60</b>
1/25/2021	146	PledgeCents Fundraising	819.65
<b>146 Total</b>		<b>Las Lomas EL</b>	<b>819.65</b>
1/4/2021	408	Donation	500.00
1/15/2021	408	VMware Foundation Donation	475.00
<b>408 Total</b>		<b>Engineering &amp; Tech Academy</b>	<b>975.00</b>
<b>Grand Total</b>		<b>Campus Activity Funds</b>	<b>183,251.84</b>

### Q3 Student Activity Funds

1/25/2021	001	Donation	61.80
1/25/2021	001	Donation	140.00
3/2/2021	001	Donation for Performer's Academy	165.50
<b>001 Total</b>		<b>LEE HS</b>	<b>367.30</b>
1/11/2021	002	SA CPA Continuing Education Foundation	1,000.00
2/4/2021	002	Bank of America Donation	1,840.00
3/4/2021	002	Donations for Ronald McDonald House Charities	735.50
<b>002 Total</b>		<b>MacArthur HS</b>	<b>3,575.50</b>
1/26/2021	003	Band Parents Assoc. Donation	242.00
2/5/2021	003	Band Parents Assoc. Donation	298.00
<b>003 Total</b>		<b>Churchill HS</b>	<b>540.00</b>
1/6/2021	004	Donations	792.00
1/6/2021	004	Rackspace Donation	5,000.00
1/19/2021	004	Donations	2,680.72
3/19/2021	004	Rackspace Donation	5,000.00
<b>004 Total</b>		<b>Roosevelt HS</b>	<b>13,472.72</b>
1/20/2021	005	Donations	140.00
2/3/2021	005	Madison Band Parents Assoc. Donation	350.82
2/3/2021	005	Madison Band Parents Assoc. Donation	1,383.00
2/10/2021	005	Holt Cat Grant/NEEF	5,000.00
2/24/2021	005	Lansdell Recycling Inc. Donation	22.60
3/15/2021	005	Lansdell Recycling Inc. Donation	52.21
3/29/2021	005	North East Educational Foundation	5,000.00
<b>005 Total</b>		<b>Madison HS</b>	<b>11,948.63</b>
1/11/2021	007	Chipotle Mexican Grill Fundraiser	158.60
1/11/2021	007	Ronald Reagan Band Parents Assoc. Donation	6,550.00
1/11/2021	007	Ronald Reagan Band Parents Assoc. Donation	4,012.45
1/15/2021	007	Ronald Reagan Band Parents Assoc. Donation	5,757.71
1/15/2021	007	Ronald Reagan Band Parents Assoc. Donation	10,000.00
3/3/2021	007	Ronald Reagan Band Parents Assoc. Donation	18,000.00
3/24/2021	007	Ronald Reagan Band Parents Assoc. Donation	2,030.00

Date	Campus	Description	Amount
3/31/2021	007	Parent Donations	1,223.86
3/31/2021	007	Visel Enterprises LLC Donation	500.00
3/31/2021	007	Campus Box Media LLC Donation	638.08
<b>007 Total</b>		<b>Reagan HS</b>	<b>48,870.70</b>
1/11/2021	014	Donations	852.50
1/11/2021	014	Donations	2,348.86
2/10/2021	014	Jaguar Pride Assoc. Donation for UIL Hotel	2,638.31
3/1/2021	014	Jaguar Pride Spirit Club Donation	3,933.00
3/4/2021	014	Donation	220.00
3/4/2021	014	Torchy's Tacos Fundraiser	336.92
3/4/2021	014	CTJ Band Parents Assoc. Donation	508.50
3/29/2021	014	Donation for Book Production	250.00
<b>014 Total</b>		<b>Johnson HS</b>	<b>11,088.09</b>
1/6/2021	043	Rackspace Donation	3,500.00
3/19/2021	043	Rackspace Donation	3,500.00
<b>043 Total</b>		<b>Krueger MS</b>	<b>7,000.00</b>
1/15/2021	044	It's Time Texas Donation	600.00
2/23/2021	044	PTA Donation	200.00
2/23/2021	044	PTA Donation	350.00
<b>044 Total</b>		<b>Nimitz MS</b>	<b>1,150.00</b>
1/6/2021	046	Rackspace Donation	3,500.00
3/19/2021	046	Rackspace Donation	3,500.00
<b>046 Total</b>		<b>White MS</b>	<b>7,000.00</b>
3/4/2021	057	Got Hope Service Project Donations	434.00
<b>057 Total</b>		<b>Lopez MS</b>	<b>434.00</b>
1/6/2021	114	Rackspace Donation	2,500.00
3/19/2021	114	Rackspace Donation	2,500.00
<b>114 Total</b>		<b>Walzem EL</b>	<b>5,000.00</b>
1/6/2021	117	Rackspace Donation	2,500.00
3/19/2021	117	Rackspace Donation	2,500.00
<b>117 Total</b>		<b>Windcrest EL</b>	<b>5,000.00</b>
1/6/2021	118	Rackspace Donation	2,500.00
3/19/2021	118	Rackspace Donation	2,500.00
<b>118 Total</b>		<b>Camelot EL</b>	<b>5,000.00</b>
1/6/2021	122	Rackspace Donation	2,500.00
2/3/2021	122	Donation	989.54
3/19/2021	122	Rackspace Donation	2,500.00
<b>122 Total</b>		<b>Montgomery EL</b>	<b>5,989.54</b>
1/20/2021	140	Donations to Heavenly Hat Foundation	713.00
3/2/2021	140	Donations	250.00
<b>140 Total</b>		<b>Canyon Ridge EL</b>	<b>963.00</b>
1/15/2021	408	FIRST Robotics Donation	1,000.00
1/15/2021	408	FIRST Robotics Donation	1,000.00
2/12/2021	408	Willie's Grill & Icehouse Fundraiser	62.91
3/29/2021	408	Donation	75.00
3/29/2021	408	Pampered Chef Donations for Relay for Life	205.22
<b>408 Total</b>		<b>Engineering &amp; Tech Academy</b>	<b>2,343.13</b>
<b>Grand Total</b>		<b>Student Activity Funds</b>	<b>129,742.61</b>
<b>Total Activity Funds - 3rd Quarter</b>			<b>312,994.45</b>

<b>Date</b>	<b>Campus</b>	<b>Description</b>	<b>Amount</b>
<b><u>General Fund &amp; Other</u></b>			
2/12/2021		Donation to McKinney Vento	100.00
1/15/2021		Donation to McKinney Vento	97.00
2/12/2021		Donation to McKinney Vento	5,000.00
3/5/2021		Johnson Band Parents Assoc. - Performer's Academy	5,926.39
1/8/2021		Donation to McKinney Vento	75.00
2/12/2021		Johnson Band Parents Assoc. - Performer's Academy	5,926.39
1/22/2021		NEEF Donation to School Improvement	1,500.00
1/22/2021		Churchill Band Parents Assoc. - Performer's Academy	815.08
2/26/2021		Donations for Student Lunches	21.90
3/29/2021		Donation from US Swimming	10,000.00
2/8/2021		Donation from US Swimming	10,000.00
2/8/2021		Donation from US Swimming	10,070.00
1/8/2021		Daise Scholarship Donation - LEE	500.00
1/15/2021		McCarty Scholarship Donation - Churchill	1,048.13
<b>Grand Total General Fund &amp; Other</b>			<b>51,079.89</b>
<b>Total Cash Donations - All Funds 3rd Quarter</b>			<b>364,074.34</b>

**Non-Cash Donations**

1/6/2021	126	Thousand Oaks PTA - 4 Water Bottle Refilling Stations	2,787.00
1/21/2021	826	JP Hart Lumber Co. - Windows	1,500.00
2/5/2021	105	The Walking Classroom - Earbuds & Teaching Materials for 5th Grade	500.00
2/5/2021	830	Northern Hills United Methodist Church - Clothing, Personal Care Items	307.00
2/10/2021	829	South Texas Veteran's Health Care System - Graco Pack 'n Play	200.00
3/3/2021	131	Rico's - Nachos on the Go for Staff Appreciation	175.00



## NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: May 10, 2021

Presenter: Dan Villarreal  
Jesse Luna, Director  
Procurement & eCommerce

Subject: \$50,000 Purchases

Related Page(s): Attachment

### CONSENT ITEM

#### **BACKGROUND INFORMATION**

Texas Education Code §44.031 requires all school district contracts, except contracts for the purchase of produce or vehicle fuel, valued at \$50,000 or more in the aggregate for each 12-month period shall be made by one of the methods listed in the Code providing the best value for the district. Board Policy CH (LOCAL) states, "The Board delegates to the Superintendent or designee the authority to make budgeted purchases for goods or services. However, any single, budgeted purchase of goods or services costing \$50,000 or more, regardless of whether the goods or services are competitively purchased, shall require Board approval before a transaction may take place."

#### **ADMINISTRATIVE CONSIDERATION**

The purpose of this consent item is to ask for Board authorization to expend funds for previously approved budgeted expenditures for 2020-2021, which meet or exceed \$50,000 from the attached listed vendors. The attachment reflects categories of purchases, vendor names, descriptions of goods or services and estimated 2020-2021 expenditures. These purchases comply with applicable bid laws. The attachment includes estimated aggregate expenditures exceeding \$50,000 during the school year. By approving this consent item, each approved budgeted item will not have to be presented again, saving considerable time and resources.

#### **BUDGETARY CONSIDERATION**

The estimated expenditure amounts are budgeted in various District accounts which were approved at the Board of Trustees meeting on June 22, 2020. Funds being expended include general funds, bond funds, grant funds, special revenue funds, internal service funds and enterprise funds.

#### **ADMINISTRATIVE RECOMMENDATION**

The Superintendent recommends the Department of Procurement & eCommerce be authorized to expend funds listed in the attachment for fiscal year 2020-2021.

#### **BOARD ACTION REQUIRED**

Approval/Disapproval

**ATTACHMENT**  
**BUDGETED PURCHASES OF GOODS OR SERVICES COSTING \$50,000 OR MORE**  
**NEISD BOARD MEETING May 10, 2021**

<b>Category</b>	<b>Vendor(s) Name</b>	<b>Description of Goods/Services</b>	<b>Estimated Expenditures 2020-2021</b>	<b>Bid Compliance</b>
Performance & Planning	Solution Tree	Consulting Services	\$ 175,000.00	18-19
Gifted and Talented	Riverside Insights	Testing Services	\$ 88,024.00	16-17
Elementary & Secondary ELAR	Zaner-Bloser	Foundational Skills Kits	\$ 190,000.00	05-19



# NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: May 10, 2021

Presenter: Sean Maika  
Garrett Sullivan  
Executive Director, CM&E

Subject: Easement Dedication for Drainage, Streets, Utilities, and  
Various Service Agreements at Driscoll Middle School

Related Page(s): Attachment

## CONSENT ITEM

### ADMINISTRATIVE CONSIDERATION

The following 25 foot wide permanent Sanitary Sewer Easement will be dedicated by North East ISD to the San Antonio Water System (SAWS) at Driscoll Middle School for the purpose of allowing connection of the sanitary sewer system serving the adjoining property (Autry Tract – see Exhibit 1) to SAWS sanitary sewer system.

North East ISD dedicates to the San Antonio Water System a permanent Sanitary Sewer Easement being 25 foot wide, along with a temporary construction easement measuring 10 foot wide, at the Jones Maltsberger (i.e. Driscoll) Middle School Subdivision, City of San Antonio, Bexar County, Texas, according to the attached easement agreement (Exhibit 2) and metes and bounds description/survey (Exhibit 3).

Metes and Bounds description: 0.433 acre easement located on Lot 2, Block 1, New City Block 17725, Jones Maltsberger Middle School Subdivision recorded in Volume 9522, Page 79 of the Deed and Plat Records of Bexar County, Texas. Said Lot 2 being in the name of North East Independent School District as conveyed by deed recorded in Volume 4485, page 1386 of the Official Public Records of Bexar County, Texas: said 0.433 of an acre easement being more fully described at Exhibit 3.

### BUDGETARY CONSIDERATION

The District will dedicate a 25 foot wide permanent Sanitary Sewer Easement Agreement at Driscoll Middle School to the San Antonio Water System for a total payment of \$20,140.00 by Landquest Acquisitions, LLC, a Texas limited liability company (Developer).

### RECOMMENDATION

It is recommended that the Board of Trustees approve the dedication of a 25 foot wide permanent Sanitary Sewer Easement Agreement along with a 10 foot wide temporary construction easement at Driscoll Middle School to the San Antonio Water System for the purpose of allowing connection of the sanitary sewer system serving the adjoining property (Autry Tract) to SAWS sanitary sewer system for a total payment of \$20,140.00 by Landquest Acquisitions, LLC to the North East Independent School District. It is further recommended that the Board of Trustees grant the Superintendent, Associate Superintendent for Operations, and the Executive Director for Construction Management and Engineering authority to execute the easement agreement.

### BOARD ACTION REQUIRED

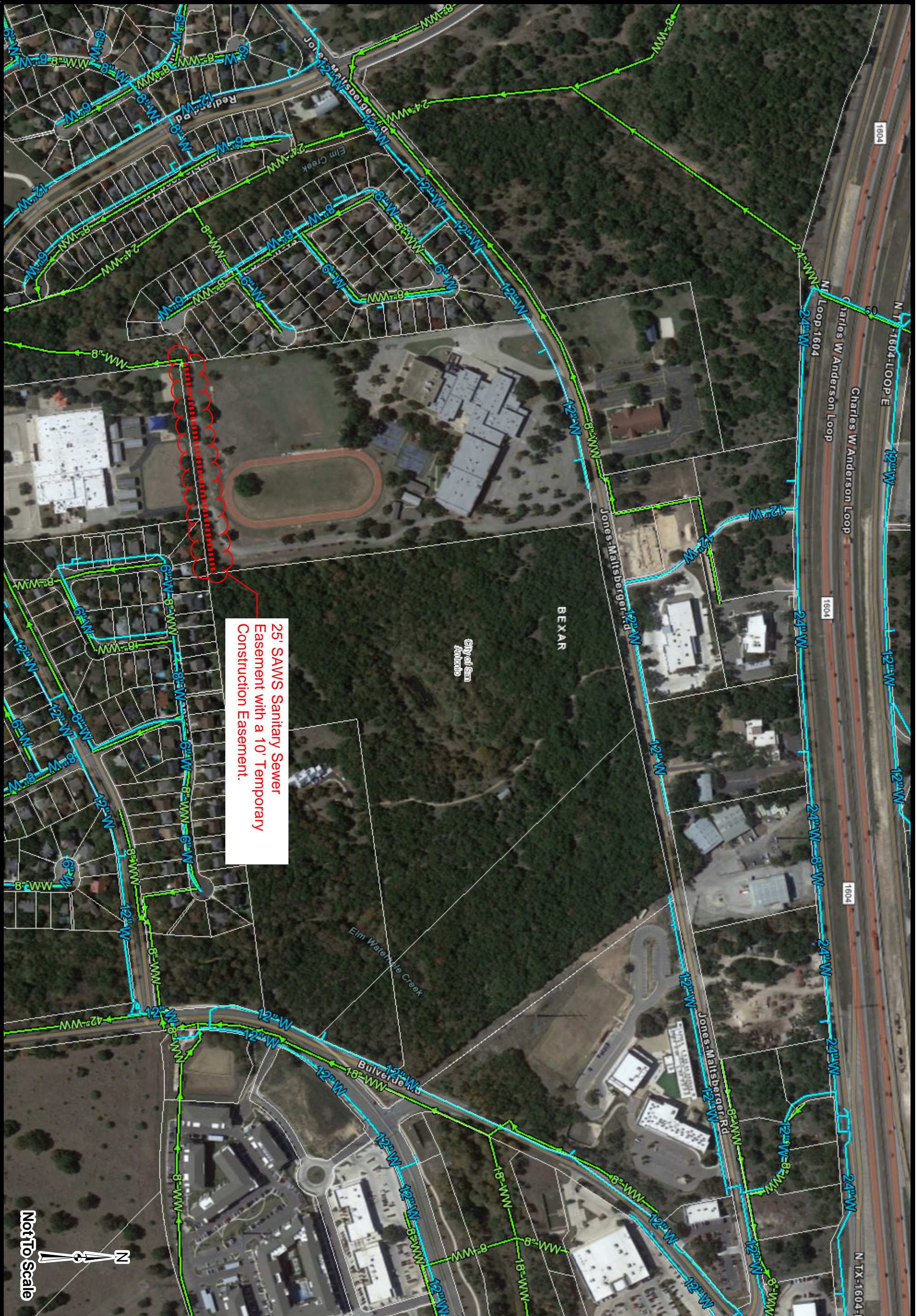
Approval/Disapproval

# EXHIBIT 1 - SANITARY SEWER EASEMENT ALIGNMENT

Date: Oct 23, 2020 4:28:24 PM THIS MAP WAS CREATED USING THE PAPE-DAWSON GIS WEB MAPPING SERVICES

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25' SAWS Sanitary Sewer Easement with a 10' Temporary Construction Easement.



DATE	Oct 2020
SHEET	1.0

**PAPE-DAWSON ENGINEERS**  
GIS WEB MAPPING SERVICE

**PAPE-DAWSON ENGINEERS**  
SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS  
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000  
TBPE FRM REGISTRATION #470 | TBPLS FRM REGISTRATION #10028800

# EXHIBIT 2 - SANITARY SEWER EASEMENT AGREEMENT

## EASEMENT PURCHASE AND SALE AGREEMENT

**THIS EASEMENT PURCHASE AND SALE AGREEMENT** (this "**Agreement**") is by and between **Landquest Acquisitions, LLC**, a Texas limited liability company ("**Buyer**"), and the **North East Independent School District**, a political subdivision of the State of Texas ("**Seller**"). The effective date of this Agreement (the "**Effective Date**") shall be the later date of the dates that both Buyer and Seller have executed this Agreement.

### RECITALS

**A.** Seller owns that certain real property located at 17150 Jones Maltsberger Road, formally described as Lot 2, Block 1, New City Block 17725, in the City of San Antonio, County of Bexar, State of Texas, together with all easements, rights, minerals, privileges, appurtenances and improvements attached thereto or located thereon (the "**Property**").

**B.** Seller desires to sell, transfer, grant and convey a non-exclusive 25' permanent sanitary sewer easement (the "**Easement**") within the Property to be dedicated to the San Antonio Water System and Buyer desires to purchase the Easement all according to the provisions set forth in this Agreement. Said Easement as shown on Exhibit "A" attached and incorporated herein.

### AGREEMENT

**NOW, THEREFORE**, in consideration of the foregoing Recitals and the mutual representations, covenants and agreements set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer represent, covenant, undertake and agree as follows:

**1. AGREEMENT TO SELL AND PURCHASE.** Subject to and in consideration of the mutual terms and conditions contained in this Agreement, Seller agrees to sell and convey the Easement to Buyer and Buyer hereby agrees to purchase the Easement from Seller.

**2. PURCHASE PRICE.** The purchase price for the Easement shall be the sum of Twenty Thousand, One Hundred and Forty and 00/100ths Dollars (\$20,140.00) (the "**Purchase Price**"). Buyer agrees to pay the Purchase Price in cash at Closing (as defined in Section 9.1 below).

**3. [INTENTIONALLY LEFT BLANK]**

**4. [INTENTIONALLY LEFT BLANK]**

**5. INSPECTION.** The Buyer shall have a thirty (30) day inspection period outlined below.

**5.1** Seller hereby grants to Buyer, or its authorized representatives, agents, consultants and contractors, the right to enter upon the Property, with Seller or Seller's representatives having the right to be present during such times, for the purpose of conducting Buyer's review of the Property to determine the suitability of the Property for Buyer's intended

use (“**Review**”), soils tests, engineering studies, and environmental tests and audits, and to otherwise inspect the Property and determine whether or not the same and any other information obtained by Buyer regarding the environmental or physical condition of the Property is acceptable to Buyer, in its sole discretion.

**5.2** Buyer shall indemnify, defend and hold Seller harmless from and against any and all claims, damages, liability, causes of action, judgments, and expenses (including reasonable attorney’s fees and reasonable attorney’s fees on appeal) (“**Claims**”) arising out of Buyer’s exercise of the rights granted in this Section, provided Buyer shall not be responsible for any existing condition of the Property.

**5.3** Buyer shall repair damage to the Property and the improvements located thereon arising out of Buyer’s exercise of the rights granted herein and shall restore, to the extent practicable, the Property and the improvements thereon to as good a condition as existed on the date immediately preceding the Effective Date.

**6.** [INTENTIONALLY LEFT BLANK]

**7.** [INTENTIONALLY LEFT BLANK]

**8. CONDITIONS PRECEDENT.** Notwithstanding anything to the contrary in this Agreement, Buyer is not obligated to purchase the Property unless at or prior to the Closing each of the following conditions has been met or Buyer has waived said condition in writing:

**8.1** Seller shall execute an easement from the Seller to the San Antonio Water System in a form agreeable to both entities.

**9. CLOSING**

**9.1** Closing shall be completed by May 31, 2021.

**9.2** Buyer and the San Antonio Water System shall be entitled to the use of the easement upon Closing, subject to the terms of the easement document.

**10. SELLER’S REPRESENTATIONS AND WARRANTIES.** The representations and warranties in this Section are relied upon by Buyer in purchasing the Property and shall survive Closing. Seller represents and warrants the following:

**10.1** Seller has authority to enter into this Agreement, and any person or entity executing this Agreement on behalf of Seller has the authority to execute the same.

**10.2** Seller has no knowledge of any “Hazardous Materials” (as defined below), having ever been used, produced, released, stored, transported, disposed of, generated, deposited or otherwise existing in, over, under, or upon the Property by any person or entity whatsoever. The term “**Hazardous Materials**” shall collectively refer to underground storage tanks, petroleum and petroleum products, asbestos, PCBs, urea-formaldehyde and any hazardous or toxic substances, pollutants, contaminants, wastes or materials as defined under any Environmental Laws and all underground storage tanks whether regulated or not regulated. The

term "**Environmental Laws**" shall collectively refer to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("**CERCLA**"), The Toxic Substances Control Act, the Clean Water Act at 33 U. S.C. § 1251-1387, the Resource Conservation and Recovery Act as amended ("**RCRA**"), or any other similar federal, state or local law, rule or regulation respecting Hazardous Materials together with all rules and regulations promulgated thereunder and all amendments thereto.

**10.3** To Seller's knowledge, Seller and all other persons or entities who have occupied or are occupying the Property, or any portion thereof, have, at all times, fully complied with all Environmental Laws and all other laws, rules and regulations (collectively, "**Laws**") as well as all permits, licenses, certificates and approvals relating to the development and use of the Property (collectively, "**Permits**"). To Seller's knowledge, (A) no notice of violation of any Environmental Law or any other Law (and no complaint, order, directive, claim, citation or notice relating to any Environmental Law or other Law) has been issued with respect to the Property, and (B) no notice of noncompliance with any Permit relating to the development or use of the Property has been issued.

**10.4** There are no pending actions against Seller or against any other person or entity which relate to the condition or use of the Property and Seller has no knowledge of any facts or circumstances which could give rise to such action.

**10.5** There are no agreements (written or oral) in the nature of leases, rental agreements, licenses or other right to use or occupy the Property other than as included in Seller's Materials provided pursuant to Section 4 of this Agreement.

**10.6** Seller agrees to indemnify, defend and hold harmless Buyer from any and all Claims arising out of or in any way connected with Seller's breach of the representations and warranties set forth in this Section. The representations and warranties shall constitute continuing representations and warranties, shall be deemed to be true as of the Closing Date, and shall survive the Closing Date.

**11. CONFIDENTIAL.** Prior to and after the Closing Date, Seller agrees to treat this Agreement confidentially and shall not disclose any information contained herein or disclosed to Seller in connection with this Agreement, except that Seller may make such disclosures as are reasonably necessary to complete the sale of the Easement.

**12. [INTENTIONALLY LEFT BLANK]**

**13. [INTENTIONALLY LEFT BLANK]**

**14. CASUALTY/CONDEMNATION.** If the Property is or becomes damaged or destroyed by fire or other casualty, or the subject of a condemnation proceeding, Buyer may, at its option, terminate this Agreement by giving notice of such termination to Seller prior to the Closing Date, and upon such termination the Title Company shall immediately return the Deposit to Buyer without execution of any release or consent by Seller. In the event Buyer does not elect to terminate this Agreement, the Purchase Price shall be reduced by the total of any insurance proceeds or condemnation award received by Seller at or prior to Closing. On Closing, Seller shall assign to Buyer all of Seller's rights in and to any future insurance proceeds or condemnation

awards or other proceeds payable or to become payable by reason of any taking. Seller agrees to notify Buyer of any casualty or condemnation proceedings within five (5) days after Seller learns thereof (or, in the event Seller learns of such proceedings within five (5) days of Closing, Seller shall notify Buyer prior to Closing). Buyer may if it chooses to participate in any discussions with insurers or such condemnation proceeding and Seller shall make no settlement or agreement regarding the same without Buyer's written approval.

**15. DEFAULT AND REMEDIES.**

**15.1** A party shall be in "default" if a party fails to perform its obligations hereunder and fails to cure or remedy such default within ten (10) days after receipt of written notice from the party claiming the default, specifying the nature of such default.

**15.2** In the event of any controversy, claim or action being filed or instituted between Buyer and Seller relating to or arising out of this Agreement, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and costs through all levels of action incurred by the prevailing party.

**16. GOVERNING LAW.** The laws of the State in which the Property is located shall govern this Agreement.

**17. TIME, SEVERABILITY.** Time is of the essence of this Agreement, and each party to this Agreement agrees to promptly perform such acts as are reasonably required in connection herewith. If any provision of this Agreement to any extent is found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

**18. NOTICES.** All notices required pursuant to this Agreement shall be given in writing and shall be deemed properly served or delivered: (a) if delivered in person, or by facsimile transmission with confirmation of receipt; (b) upon deposit for overnight delivery with any reputable overnight courier service, delivery confirmation requested; or (c) upon deposit with the U.S. Postal Service registered or certified mail and addressed to the parties at the addresses set forth below or such other addresses specified hereafter:

(a) If to Seller:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn:  
Ph.  
Fax.  
Email:

(b) If to Buyer: Landquest Acquisitions, LLC  
221 Water St , #100  
Boerne, TX 78006  
210.834.6655  
Email: [jbrown@landquestsa.com](mailto:jbrown@landquestsa.com)

**18.1** The party and address to which notices are to be given may be changed at any time by any party upon written notice to the other party. All notices given shall be deemed given upon receipt.

**18.2** For the purpose of this Agreement, the term "receipt" shall mean the earlier of any of the following: (i) the date of delivery of the notice or other document to the address specified above as shown on the return receipt and/or facsimile confirmation, (ii) the date of actual receipt of the notice or other document by the person or entity specified above, or (iii) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of (A) the date of the attempted delivery or refusal to accept delivery, (B) the date of the postmark on the return receipt, or (C) the date of receipt of notice of refusal or notice of non-delivery by the sending party.

**19. ENTIRE AGREEMENT; CONSTRUCTION.** This Agreement constitutes the entire agreement between the parties, has been entered into in reliance solely on the contents hereof, and shall not be modified except in writing signed by both parties, supersedes any previous agreements, written or oral, between the parties hereto, and shall be construed neutrally rather than strictly for or against either party. All parties to this Agreement have either: (i) been represented by separate legal counsel; or (ii) have had the opportunity to be so represented. Thus, in all cases, the language in this Agreement shall be construed simply and in accordance with its fair meaning and not strictly for or against a party, regardless of which party prepared or caused the preparation of this Agreement.

**20. BINDING EFFECT.** This Agreement shall be binding upon the successors and assigns of the parties to this Agreement.

**21. ASSIGNMENT.** Buyer shall have the right to assign this Agreement to a subsequent purchaser of the Buyer's adjacent property. Buyer shall give written notice of such assignment to Seller.

**22. [INTENTIONALLY LEFT BLANK]**

**23. COUNTERPARTS.** This Agreement may be signed in any number of counterparts and by facsimile, and once so executed by both parties, each such counterpart will be deemed to be the original, but all counterparts together shall constitute but one (1) complete and binding agreement.

**24. TIME FOR PERFORMANCE.** Unless otherwise expressly stated in this Agreement, all time periods shall be deemed to mean calendar days. In the event any date for the time for performance in this Agreement falls upon a Saturday, Sunday, or legal holiday recognized

in the State of Idaho or the state in which the Property is located, such time for performance shall be extended to the next business day.

**25. JOINT AND SEVERAL OBLIGATIONS.** In the event any party to this Agreement is composed of more than one person or entity, the obligations of said party shall be joint and several.

**26. NO WAIVER.** No waiver by either party of any default under this Agreement by the other party shall be effective or binding upon such party unless given in the form of a written instrument signed by such party, and no such waiver shall be implied from any omission by such party to take action with respect to such default. No express written waiver of any default shall affect any other default or cover any period of time other than the default and/or period of time specified in such express waiver. One or more written waivers of any default under any provision of this Agreement shall not be deemed to be a waiver of any subsequent default in the performance of the same provision or any other term or provision contained in this Agreement.

**27. CAPTIONS.** The captions at the beginning of the several paragraphs, respectively are for convenience in locating the context, but are not part of the text.

DATED as of the \_\_\_\_\_ day of \_\_\_\_\_ 2021.

**BUYER:**

**LANDQUEST ACQUISITIONS, LLC, a Texas  
limited liability company**

**SELLER:**

**North East Independent School  
District, a political subdivision of  
the State of Texas**

By:



**B. JEFFREY BROWN, Managing Member**

# EXHIBIT 3A - 25 FOOT WIDE PERMANENT SANITARY SEWER EASEMENT



PROJECT NAME: Autry Tract  
SAWS PARCEL NUMBER: P21-038

METES AND BOUNDS DESCRIPTION  
FOR A 0.433 OF AN ACRE (18,848 SQ. FT.)  
PERMANENT SANITARY SEWER EASEMENT

A 0.433 of an acre easement located on Lot 2, Block 1, New City Block 17725, Jones Maltsberger Middle School Subdivision recorded in Volume 9522, Page 79 of the Deed and Plat Records of Bexar County, Texas. Said Lot 2 being in the name of North East Independent School District as conveyed by deed recorded in Volume 4485, Page 1386 of the Official Public Records of Bexar County, Texas. Said 0.433 of an acre easement being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00:

57

**BEGINNING:** At a found ½" iron rod with a cap marked "Baker" at the southeast corner of said Lot 2, on the north line of Redland Springs Subdivision Unit 4, recorded Volume 9523, Page 98 of the Deed and Plat Records of Bexar County, Texas, from which a found ½" iron rod with a cap marked "Baker" at the southwest corner of a called 12.98 acre tract conveyed to Christine Ann Garza by deed recorded in Volume 14062, Page 1552 of the Official Public Records of Bexar County, Texas bears N 82°12'07" E, a distance of 622.76 feet;

**THENCE:** S 82°12'07" W, along and with the south line of said Lot 2, the north line of said Redland Springs Subdivision Unit 4 and the north line of Lot 1, Block 1, Redland Road Elementary School Subdivision recorded in Volume 9519, Page 195 of the Deed and Plat Records of Bexar County, Texas, a distance of 753.96 feet to the southeast corner of an existing 28-foot Electric, Gas, and Sanitary Sewer easement recorded said Jones Maltsberger Middle School Subdivision, from which the southwest corner of said Lot 2, the northwest corner of said Lot 1, bears S 82°12'07" W a distance of 28.00 feet;

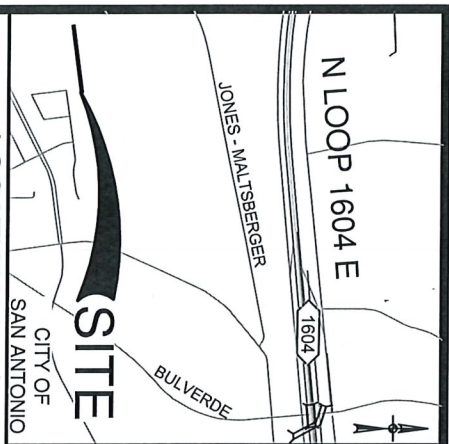
**THENCE:** N 07°42'28" W, departing the south line of said Lot 2, the north line of said Lot 1, over and across said Lot 2, along and with the east line of said existing 28-foot Electric, Gas, and Sanitary Sewer easement, a distance of 25.00 feet to a point;

**THENCE:** N 82°12'07" E, departing the east line of said existing 28-foot Electric, Gas, and Sanitary Sewer easement, continuing over and across said Lot 2, a distance of 753.92 feet to a point on the east line of said Lot 2, from which the northeast corner of said Lot 2 bears N 07°47'51" W, a distance of 1402.52 feet;

THENCE: S 07°47'51" E, along and with the east line of said Lot 2, a distance of 25.00 feet to the POINT OF BEGINNING and containing 0.433 of an acre in the City of San Antonio, Bexar County, Texas. Said easement being described in conjunction with an exhibit prepared under job number 12274-01 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.  
DATE: February 2, 2021; REVISED February 26, 2021  
JOB NO. 12274-01  
DOC. ID. N:\Survey20\20-9100\9197-20\Word\9197-20 FN ESSS\_0.433 AC.docx

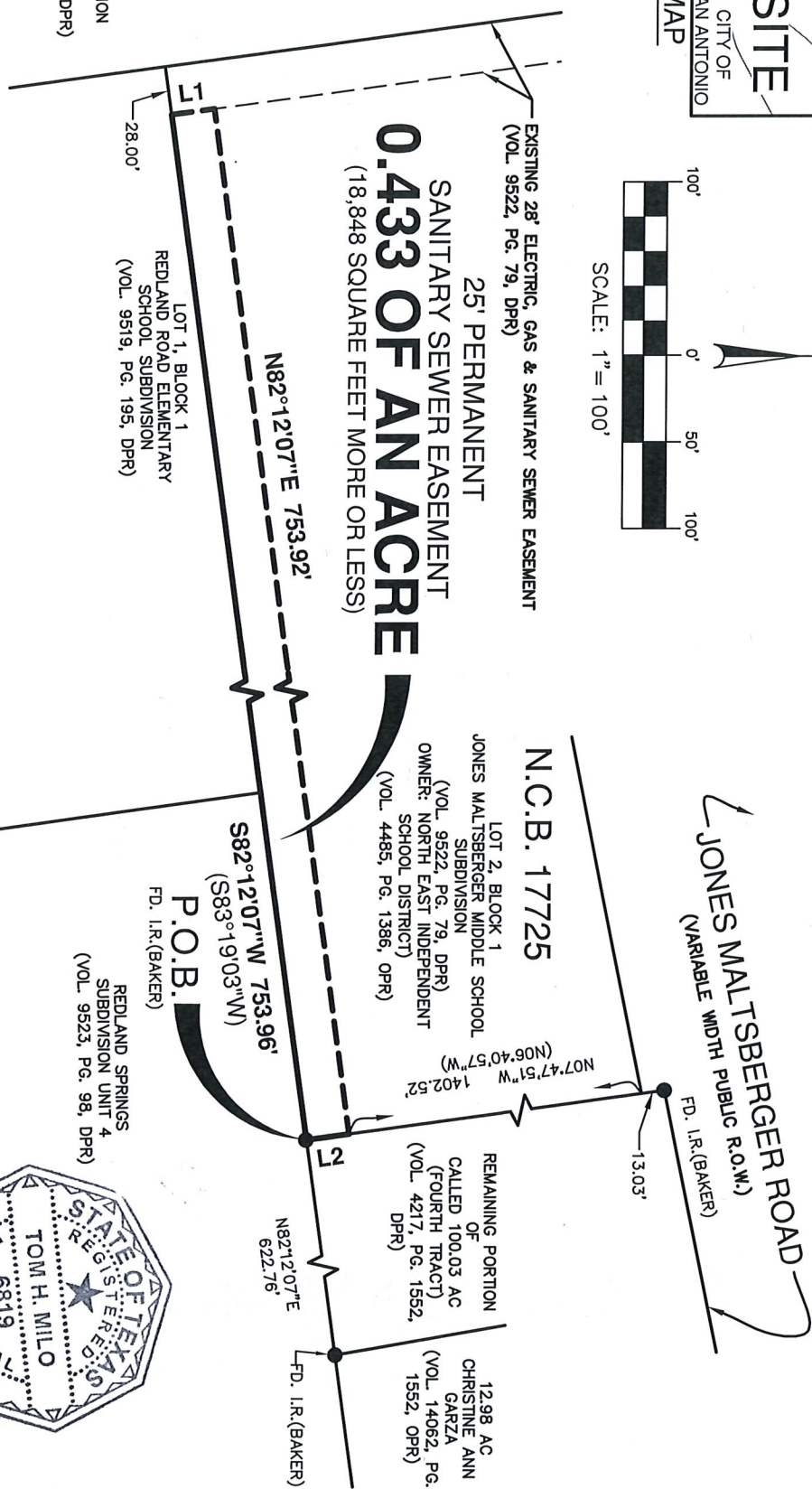
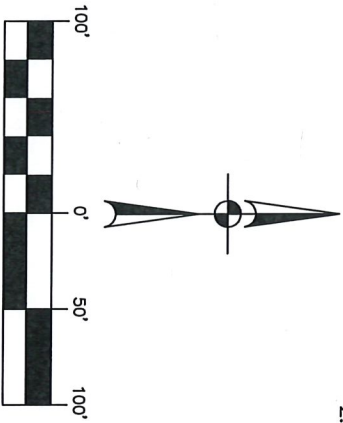




**LEGEND:**  
 OPR OFFICIAL PUBLIC RECORDS  
 OF BEAR COUNTY, TEXAS  
 DPR DEED AND PLAT RECORDS  
 OF BEAR COUNTY, TEXAS

**NOTES:**  
 1. THIS EXHIBIT IS ISSUED IN CONJUNCTION WITH A METES AND BOUNDS DESCRIPTION PREPARED UNDER JOB NO. 12274-01 BY PAPE-DAWSON ENGINEERS, INC.  
 2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00.

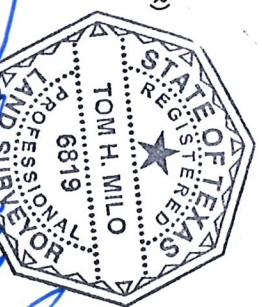
PROJECT NAME: Aulry Tract  
 SAWS PARCEL NUMBER: P21-038



**PAPE-DAWSON ENGINEERS**

SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS  
 2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000  
 TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

LINE TABLE		
LINE	BEARING	LENGTH
L1	N07°42'28"W	25.00'
L2	S07°47'51"E	25.00'



REVISED: FEBRUARY 26, 2021  
 FEBRUARY 2021

SHEET 1 OF 1  
 JOB No.: 12274-01

# EXHIBIT 3B - 10 FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT



## METES AND BOUNDS DESCRIPTION FOR A 0.173 (7,539 SQ.FT.) TEMPORARY CONSTRUCTION EASEMENT

A 0.173 of an acre easement located on Lot 2, Block 1, New City Block 17725, Jones Maltsberger Middle School Subdivision recorded in Volume 9522, Page 79 of the Deed and Plat Records of Bexar County, Texas. Said 0.173 of an acre easement being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00:

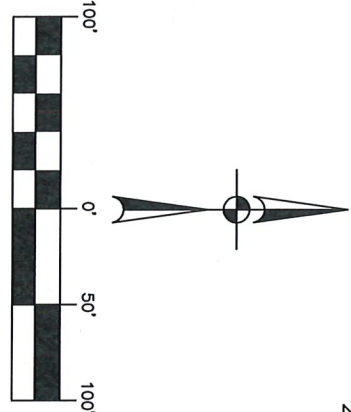
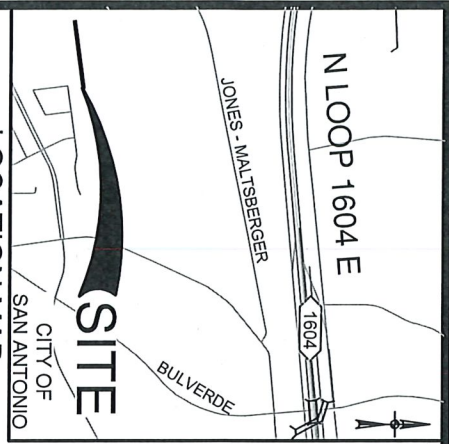
- COMMENCING: At a found ½" iron rod with a cap marked "Baker" at the southeast corner of said Lot 2, the southeast corner of a proposed 25-foot Permanent Sanitary Sewer easement described concurrently, on the north line of Redland Springs Subdivision Unit 4, recorded in Volume 9523, Page 98 of the Deed and Plat Records of Bexar County, Texas, from which a found ½" iron rod with a cap marked "Baker" at the southwest corner of a called 12.98 acre tract conveyed to Christine Ann Garza by deed recorded in Volume 14062, Page 1552 of the Official Public Records of Bexar County, Texas bears N 82°12'07" E, a distance of 622.76 feet;
- THENCE: N 07°47'51" W, departing the north line of said Redland Springs Subdivision Unit 4, along and with the east line of said Lot 2, the east line of said proposed 25-foot Permanent Sanitary Sewer easement, a distance of 25.00 feet to the northeast corner of said proposed 25-foot Permanent Sanitary Sewer easement and the POINT OF BEGINNING of the herein described easement;
- THENCE: S 82°12'07" W, departing the east line of said Lot 2, over and across said Lot 2, along and with the north line of said proposed 25-foot Permanent Sanitary Sewer easement, a distance of 753.92 feet to the northwest corner of said proposed 25-foot Permanent Sanitary Sewer easement, on the east line of an existing 28-foot Electric, Gas, and Sanitary Sewer Easement recorded in said Jones Maltsberger Middle School Subdivision;
- THENCE: N 07°42'28" W, continuing over and across said Lot 2, along and with the east line of said existing 28-foot Electric, Gas, and Sanitary Sewer easement, a distance of 10.00 feet to a point;
- THENCE: N 82°12'07" E, departing the east line of said existing 28-foot Electric, Gas, and Sanitary Sewer Easement, continuing over and across said Lot 2, a distance of 753.90 feet to a point on the east line of said Lot 2, from which the northeast corner of said Lot 2 bears N 07°47'51" W, a distance of 1392.52 feet;

60

THENCE: S 07°47'51" E, along and with the east line of said Lot 2, a distance of 10.00 feet to the POINT OF BEGINNING and containing 0.173 of an acre in the City of San Antonio, Bexar County, Texas. Said easement being described in conjunction with an exhibit prepared under job number 12274-01 by Pape-Dawson Engineers, Inc.

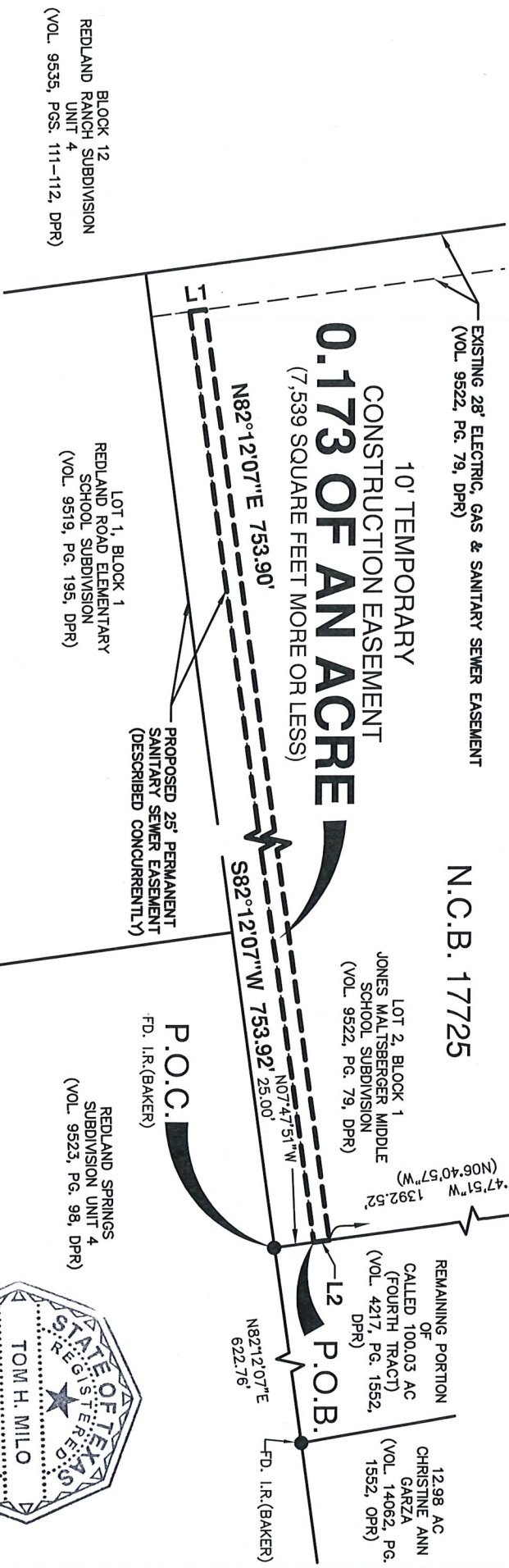
PREPARED BY: Pape-Dawson Engineers, Inc.  
DATE: February 3, 2021  
JOB NO. 12274-01  
DOC. ID. N:\Survey20\20-9100\9197-20\Word\9197-20 FN ESTC\_0.173 AC.docx





**LEGEND:**  
 OPR OFFICIAL PUBLIC RECORDS  
 OF BEXAR COUNTY, TEXAS  
 DPR DEED AND PLAT RECORDS  
 OF BEXAR COUNTY, TEXAS

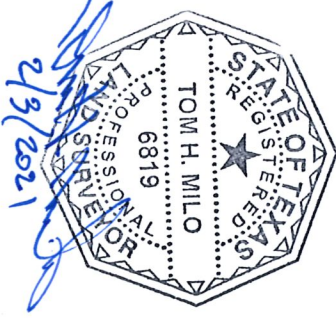
**NOTES:**  
 1. THIS EXHIBIT IS ISSUED IN CONJUNCTION WITH A METES AND BOUNDS DESCRIPTION PREPARED UNDER JOB NO. 12274-01 BY PAPE-DAWSON ENGINEERS, INC.  
 2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00.



**PAPE-DAWSON ENGINEERS**

SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS  
 2000 NW LOOP 410 | SAN ANTONIO, TX 78218 | 210.375.9000  
 TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

LINE TABLE		
LINE	BEARING	LENGTH
L1	N07°42'28"W	10.00'
L2	S07°47'51"E	10.00'



FEBRUARY 2021  
 SHEET 1 OF 1  
 JOB No.: 12274-01  
 REFERENCE: 9197-20