



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 9, 2022. 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
2. Discussion Regarding Possible Termination of Chapter 21 Term Contract Employee
3. Discussion Regarding Proposed Recommendation for Non-Renewal of Chapter 21 Term Contract Employee(s)

B. Discussion Regarding Personally Identifiable Information About Public School Student Pursuant to Government Code Section 551.0821

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

1. Pending and/or Possible Litigation
2. Title IX Update

III. RECONVENE INTO OPEN SESSION

IV. WELCOME FROM THE BOARD PRESIDENT

V. INVOCATION AND PLEDGE OF ALLEGIANCE

A. Eisenhower Middle School

Presenter: Jason Herrera, Principal

VI. RECOGNITIONS

A. President's Remarks on Acknowledgment of Special Calendar Events

B. Student Volunteer of the Year¹

Presenter: Aubrey Chancellor, Executive Director of Communications
C. 2021-2022 6A Boys Singles Tennis State Tournament Results,
Reagan High School

Presenter: Rudy Jimenez, Chief of Schools and Leadership
D. 2021-2022 6A Girls Doubles Tennis State Tournament Results,
Madison High School

Presenter: Rudy Jimenez, Chief of Schools and Leadership
E. NEISD COVID-19 Testing Team

Presenter: Dan Villarreal, Chief Financial Officer

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 4
but not limited to Administrative Appointments

Presenter: Rudy Jimenez, Chief of Schools and Leadership

2. Possible Action Regarding Termination of Chapter 21 5
Term Contract Employee

Presenter: Rudy Jimenez, Chief of Schools and Leadership

3. Possible Action Regarding Proposed Recommendation 6
for Non-Renewal of Chapter 21 Term Contract

Employee(s)

Presenter: Rudy Jimenez, Chief of Schools and Leadership

IX. **BOARD BUSINESS**

A. Discussion Regarding Possible Resolution for the Texas Association of
School Board's 2022-2024 Advocacy Agenda

Presenter: Shannon Grona, President, Board of Trustees

X. **NEW BUSINESS FOR POSSIBLE BOARD ACTION**

A. Board Policy

1. Possible Action Regarding Revision to Board Policy 7
CQA (LOCAL)

Presenter: Aubrey Chancellor, Executive Director of Communications

B. Instruction and Campus Administration

1. Possible Action Regarding Approval of Employment 10
Contracts

Presenter: Rudy Jimenez, Chief of Schools and Leadership

2. Possible Action Regarding Proclamation 2022 Physical 11
Education and Health Instructional Materials Adoption

Presenter: Rudy Jimenez, Chief of Schools and Leadership

C. Operations

1. Possible Action Regarding Crosswalk Construction 12
Proposal by City of San Antonio and Morgan's
Wonderland Located in Heroes Stadium Complex Parking
Lot

Presenter: Anthony Mitchell, Chief of Operations

D. Consent

1. Business Services

a. Investment Officer Authorization 21

b. Authorized Representatives TexPool and TexPool 23
Prime

c. Authorized Representatives Lone Star	27
d. Commerce Bank Authorized Persons	30
e. Waiver of Penalties and Interest	33
f. 50K Purchases	54
g. Bid Items	57
2. Operations	
a. District Wide Environmental Services Indefinite Delivery Quantity (IDQ) Project Bid Award Approval	60
b. Professional Services Contracts, Construction Contracts, and Related Contract Amendments Supporting the 282 ESSER-III Program Funds Design and Construction Requirements	66
3. Minutes from April 2022	
4. End of Consent	
XI. REPORTS	
A. Interim Financial and Management Reports	
B. Awarded Bid Report	
C. 3rd Quarter Investment Report	
XII. DISCUSSION AND POSSIBLE ACTION REGARDING BOARD MEMBERS' REQUEST(S) FOR ITEM(S) TO BE PLACED ON A FUTURE AGENDA AND/OR REQUEST(S) FOR REPORT(S) FROM THE ADMINISTRATION	
XIII. ADJOURNMENT	

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 6th 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.

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 9, 2022

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

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 9, 2022

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

Subject: Termination of Chapter 21
Term Contract Employee

Related Page(s): None

ACTION ITEM

BACKGROUND INFORMATION

TEC § 21.251 requires a teacher who wishes to challenge a proposed termination of a term contract to notify the Commissioner of Education and the Board of his or her desire for a hearing within fifteen calendar days of receipt of the notice. In this case, the teacher in question failed to request a hearing at all from either the Commissioner or the Board before the April 14, 2022 deadline. As such, the teacher's opportunity to request a hearing has now passed, and the Board may proceed with a vote to immediately terminate the teacher's contract.

ADMINISTRATIVE CONSIDERATION

Formal approval of the termination of a Chapter 21 term contract employee by the Board of Trustees is required.

BUDGETARY CONSIDERATION

None

ADMINISTRATIVE RECOMMENDATION

It is recommended that the Board of Trustees of the North East Independent School District approve the termination of the identified employee Chapter 21 term contract discussed in executive session, and notify the employee of the action.

BOARD ACTION REQUIRED

Approval/Disapproval



NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: May 9, 2022

Presenter: Rudy Jimenez
Chyla Whitton,
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 9, 2022

Presenter: Aubrey Chancellor

Subject: Revision to Board Policy
CQA (LOCAL)

Related Page(s): CQA (LOCAL)

ACTION ITEM

BACKGROUND INFORMATION

Dr. Maika and Executive Staff have been reviewing local policies and regulations for accuracy. Local policy CQA Technology Resources: District, Campus, and Classroom Websites needs to be updated to reflect a recent departmental change.

ADMINISTRATIVE CONSIDERATION

The current policy states that the department of Technology Services is responsible for publications, guidelines, and web formats. Web Services is no longer part of Technology Services and now falls under the responsibility and guidance of the Executive Director of Communications.

Administration has prepared some revised language for consideration and the revised policy CQA (LOCAL) is presented.

ADMINISTRATIVE RECOMMENDATION

It is recommended that the Board of Trustees approve the revised Board Policy CQA (LOCAL) as presented.

BOARD ACTION REQUIRED

Approval/Disapproval

District Website

The District shall maintain a District website for the purpose of informing employees, students, parents, and members of the community of District programs, policies, and practices. Requests for publication of information on the District website must be directed to the department of ~~Technology Services~~ **Communications**. The ~~director of Technology Services~~ **Executive Director of Communications** or designee shall establish guidelines for the development and format of web pages controlled by the District.

The District is committed to providing people with disabilities an opportunity equal to that of their nondisabled peers to participate in the District's programs, benefits, and services, including those delivered through electronic and information technology, except where doing so would impose an undue burden or create a fundamental alteration of the program, benefit, or service.

Beginning January 1, 2018, unless an exception is approved by the Superintendent or designee, all new, newly added, or modified online content and functionality shall be accessible to people with disabilities as measured by conformance with the following benchmarks for measuring accessibility:

1. The World Wide Web Consortium's (Yi/3C's) Web Content Accessibility Guidelines (Yi/CAG) 2.0 Level AA; and
2. The Web Accessibility Initiative's Accessible Rich Internet Applications Suite (Yi/AI-ARIA) 1.0 for web content.

Plan for Online Content

The Superintendent or designee shall develop administrative procedures for all new, newly added, or modified online content, and functionality shall be accessible to people with disabilities as measured by conformance to the benchmarks for measuring accessibility described in this policy, except where doing so would impose a fundamental alteration or undue burden.

When a fundamental alteration or undue burden apply, the administrative procedures must require the District to provide, to the maximum extent possible, equally effective alternative access so that individuals with disabilities receive the same benefits or services as their nondisabled peers.

Such procedures must include sufficient quality assurance procedures, backed by adequate personnel and financial resources, for full implementation. The procedures shall apply to the District's online content and functionality developed by, maintained by, or offered through a third-party vendor or by using open sources.

Website Notice

The Superintendent or designee shall develop a notice to persons with disabilities regarding how to request the ~~Technology~~ **Web** Services department or other appropriate person to provide access to,

or notify the District regarding, online information or functionality that is currently inaccessible. The notice shall also include information or an accessible link to information instructing individuals how to file a complaint or grievance under Section 504 of the Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act of 1990. This notice shall be prominently posted on the District's home page and throughout the District website, including all subordinate pages and intranet sites).

Training

The District shall provide periodic training, at least annually, on website accessibility to all appropriate personnel, including content developers, Technology Web Services, procurement officials, and all others responsible for developing, loading, maintaining, or auditing web content and functionality.

Monitoring

The Technology Web Services department or designee shall periodically randomly audit District online content for accessibility, or may engage an outside auditor for this purpose.

Website Assistance

An individual who needs assistance with the District website should contact the District's Technology Web Services department or designee.

A District employee, student, parent, or member of the public who wishes to submit a complaint or grievance related to the accessibility of the District website may contact Technology Web Services or file a grievance under the District's grievance policies. [See DGBA, FNG, and GF)



NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: May 9, 2022

Presenter: Rudy Jimenez
Chyla Whitton,
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 9, 2022

Presenter: Rudy Jimenez
Esmeralda Munoz, Executive Director,
Learning Support Services,
Jennifer Aguilar, Director, Physical
Education, Health and Athletics

Subject: Proclamation 2022 P.E. and
Health Instructional Materials
Adoption

Related Page(s): Distributed to NEISD Board

ACTION ITEM

BACKGROUND INFORMATION

Senate Bill 6 from the 82nd Texas Legislature, First Called Session, 2011, created an instructional materials allotment for the purchase of instructional materials, technological equipment, and technology-related services during an adoption cycle. The State Board of Education (SBOE) creates an adoption cycle for curriculum subject areas, which they declare in a Proclamation. EFA (Legal) guides the review and selection process.

ADMINISTRATIVE CONSIDERATION

Proclamation 2022 called for the review and adoption of instructional materials for P.E. and Health Education for grades K-12. The District Instructional Material Review Committee convened in October 2021, evaluated the available resources through a detailed evaluation process, and provided their recommendations in February 2022. The District School Health Advisory Council (SHAC) also reviewed the materials through a similar, detailed evaluation process that included reviewing the teacher recommendations. The SHAC finalized their recommendation in March.

ADMINISTRATIVE RECOMMENDATION

The Administrative Staff recommends the Board of Trustees approve the 2022 Proclamation Instructional Materials purchases as presented by the 2022 District level Instructional Materials Committee and certify that all students will be provided with instructional materials that cover 100% of the Texas Essential Knowledge and Skills.

BOARD ACTION REQUIRED

Approval/Disapproval



NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: May 9, 2022

Presenter: Anthony Mitchell
Garret Sullivan,
Executive Director,
CM&E

Subject: Morgan's Wonderland
Crosswalk and Fencing

Related Page(s): Attachment

ACTION ITEM

BACKGROUND INFORMATION

The District and Morgan's Wonderland have an existing Memorandum of Understanding (MOU) that allows visitors of Morgan's Wonderland to use the parking lot at Heroes Stadium. The District charges Morgan's Wonderland annually for utilization of the parking lot. Morgan's Wonderland has proposed installing and maintaining fencing and a crosswalk on District property at the Heroes Stadium's parking lot. The fencing and crosswalk are for the purpose of keeping individuals safe when crossing David Edwards Drive between the Heroes Stadium parking lot and the MAC building at Morgan's Wonderland. The cost of the installation and maintenance of the fencing and crosswalk would be fully funded by Morgan's Wonderland (see Exhibit 1).

ADMINISTRATIVE CONSIDERATION

The crosswalk plan proposed by Morgan's Wonderland would eliminate two parking spots at Heroes Stadium (see Exhibit 2). However, the District would gain fencing that will be installed and maintained by Morgan's Wonderland. In addition, the fencing and crosswalk would create a safer environment for district employees and their families when crossing the street to utilize the services at the MAC building.

BUDGETARY CONSIDERATION

There is no budgetary consideration to the District for this project. Morgan's Wonderland would install and maintain the fencing and crosswalk at their sole expense.

ADMINISTRATIVE RECOMMENDATION

It is recommended that the Board of Trustees approve the construction plan for Morgan's Wonderland which installs fencing and a crosswalk connecting the Heroes Stadium parking lot and the Morgan's Wonderland MAC building.

BOARD ACTION REQUIRED

Approval/Disapproval

EXHIBIT 1: License Agreement between North East ISD and Morgan's Wonderland for Installation and Maintenance of Fencing

LICENSE AGREEMENT FOR INSTALLATION AND MAINTENANCE OF FENCE

This License Agreement ("Agreement") is made this 22nd day of April, 2022 by and between North East Independent School District, a political subdivision of the State of Texas ("Licensor"), and The Multi-Assistance Center at Morgan's Wonderland, a Texas non-profit corporation ("Licensee"), concerning the Property described on Exhibit "A", attached hereto and incorporated for all purposes ("NEISD Property")

Recitals

Whereas, Licensor and Licensee have entered into a Parking Use Agreement herewith relating to the NEISD Property ("Parking Agreement");

Whereas, Licensee has requested from Licensor the right to enter on the NEISD Property for the purposes of (i) construction of a fence ("Fence") in conformance with the design depicted in Exhibit "B", attached hereto and incorporated for all purposes, and in the locations more particularly depicted in Exhibit "C", attached hereto and incorporated for all purposes, (ii) irrigation and landscaping of the area around the Fence and (iii) maintenance of the Fence and any landscaping of the area around the Fence ("Allowed Purposes");

Whereas, subject to the terms and conditions of this Agreement, Licensor is agreeable to allowing the Licensee, its employees, agents and contractors, the right to enter upon the NEISD Property for the Allowed Purposes;

Now Therefore, in consideration of the mutual promises, covenants, undertakings and other considerations set forth in this Agreement, Licensor and Licensee agree as follows:

1. Consent. Licensor consents and agrees that Licensee, its employees, agents and contractors ("Authorized Parties") are authorized to enter on and upon the NEISD Property for the Allowed Purposes. This Agreement represents a license that is limited in purpose and scope to the least amount of access which is required to undertake and complete the Allowed Purposes and does not represent a lease or create in Licensee, any interest in the NEISD Property or create a partnership, joint venture or any association or relationship between Licensor and Licensee other than licensor and licensee. Licensor is not responsible for the cost to accomplish the Allowed Purposes or any improvements performed by Licensee under any circumstance.

2. Term. Licensor agrees that the Authorized Parties may enter upon the NEISD



Property for the Allowed Purposes from the date of this Agreement to the termination of the Parking Agreement ("Termination Date"). Prior to the Termination Date, Licensee will remove the Fence and Licensee will repair the NEISD Property in such a manner as to restore it to the condition before the Fence was erected. Prior to the removal of the Fence by Licensee, Licensor may notify Licensee that Licensor desires the Fence to remain in place. If Licensor sends such written notification, Licensee shall not remove the Fence and the ownership (and maintenance) of the Fence will be assigned to Licensor.

3. Insurance. Licensee shall each carry not less than One Million Dollars (\$1,000,000.00) commercial general liability insurance, with excess liability coverage of not less than Two Million and No/100 Dollars (\$2,000,000.00), insuring all activity and conduct by or on behalf of Licensee. Licensee represents that it has general liability coverage equivalent to the amounts described above that apply to activities of its employees while on the NEISD Property.

4. Conduct During License Period. Licensee will use and cause the other Authorized Parties to use best efforts to avoid any interference with the athletic activities, other school activities, or grounds maintenance on the NEISD Property.

5. Repair and Maintenance Obligations During License Period. Licensee agrees that it will repair any damage to the NEISD Property arising from or related to any Authorized Parties' activities on the NEISD Property. Licensee will repair the sprinkler system, grass, sidewalk, and otherwise repair, or replace improvements on, the NEISD Property in such a manner as to restore it to the condition before it was damaged. Licensee will maintain the Fence during the Term.

6. NO WARRANTY; INDEMNITY. LICENSOR MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND (EXPRESS OR IMPLIED) TO LICENSEE REGARDING THE SUITABILITY OF THE NEISD PROPERTY FOR THE ALLOWED PURPOSES OR ITS CONDITION. LICENSEE AGREES THAT THE LICENSED PREMISES WILL BE DELIVERED BY LICENSOR TO LICENSEE WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OR FITNESS FOR THE USE THEREOF FOR ANY PARTICULAR PURPOSE. LICENSEE AGREES (WHICH AGREEMENT SHALL SURVIVE TERMINATION OF THIS AGREEMENT) TO DEFEND, AND HOLD LICENSOR, ITS SUCCESSORS, ASSIGNS (AND THEIR RESPECTIVE TRUSTEES, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS) FREE AND HARMLESS FROM ANY LOSS, INJURY, DAMAGE, CLAIM, LIEN, COST OR EXPENSE, INCLUDING ATTORNEYS' FEES AND COSTS, ARISING OUT OF A BREACH OF THIS AGREEMENT BY LICENSEE, ITS AGENTS AND CONTRACTORS, OR ARISING FROM THE NEGLIGENT OR WILLFUL ACTIONS RELATED TO THE



WORK BY LICENSEE OR ITS AGENTS OR CONTRACTORS.

7. Self Help and Other Remedies. If Licensee defaults in the performance of its obligations hereunder and the default is not cured within ten (10) days following delivery of written notice, then Licensor shall, have the right to (i) perform such obligation on behalf of Licensee, in which event Licensee shall immediately pay to Licensor all reasonable amounts expended plus an administration fee of fifteen percent (15%) of such sum, together with interest thereon at the maximum amount permitted by law from the date the amounts are expended until the date repaid; and/or (ii) exercise any other rights or remedies available either at law or in equity.

8. Attorney's Fees. Any party to this Agreement who is the prevailing party in any legal proceeding against any other party brought under or in connection with this Agreement or the subject matter hereof, shall be additionally entitled to recover court costs and reasonable attorney fees, and all other litigation expenses, including deposition costs, travel and expert witnesses' fees from the non-prevailing party.

9. Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any prior understanding or oral or written agreement between the parties with respect to the subject matter of this Agreement. The terms of this Agreement shall be binding upon and inure to the benefit of the respective successors, assigns and legal representatives of the parties. Any changes or additional agreements concerning entry and access to the NEISD Property that is the subject of this Agreement must be in writing and signed by the parties.

10. Waiver. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof or of any subsequent breach hereof or of any other right herein. Licensor and Licensee agree that if any portion of this Agreement is deemed to be illegal, invalid or unenforceable, such illegal, invalid or unenforceable provision shall not affect the legality validity or enforceability of the remainder of this Agreement.

11. Discharge of Liens. Should any mechanic's liens or other liens or affidavits claiming liens be filed against the NEISD Property or any portion thereof or interest therein for any reason whatsoever related to the acts or omissions of Licensee or any contractor of Licensee, Licensee shall cause the same to be cancelled and discharged of record by payment, bonding or otherwise, within thirty (30) days after receipt of written notice from Licensor or at such earlier time as is necessary to prevent the foreclosure thereof. •

12. Governing Law. The parties agree that the interpretation and construction

of this Agreement shall be governed by the laws of the State of Texas, .without regard to such state's conflict of law provisions.

13. Relationship of Parties. Nothing contained herein shall be construed to make the parties hereto partners or joint venturers, or render any of such parties liable for the debts or obligations of the other party hereto.

14. Notices. All notices, demands, statements and requests (collectively, "notice") required, permitted, requested or otherwise convenient under this Agreement must be in writing and shall be deemed to have been properly given (a) on the date of personal service upon the person to whom the notice is addressed or if such person is not available, the date such notice is left at the address of the person to whom it is directed, (b) on the date the notice is postmarked by the United States Postal Service, provided it is sent prepaid, registered or certified mail, return receipt requested, and (c) on the date the notice is delivered by a courier service (including Federal Express, Express Mail, UPS, Lone Star or similar operation) to the address of the person to whom it is directed. The addresses are as follows:

If To Licensee:

The Multi-Assistance Center at Morgan's Wonderland
1202 W. Bitters, Building 1, Suite 1200
San Antonio TX 78216
Attn: Gordon V. Hartman

If To Licensor:


North East Independent School District
Chief Operations Officer
8961 Tesoro Drive, 6th Floor,
San Antonio, Texas 78217
Attn: Dr. Anthony Mitchell

The parties may, from time to time, change their respective addresses listed above to any other location in the United States for the purpose of notice under this Agreement. A party's notice of change of address is effective when notice of the change is provided to the other party in accordance with this paragraph.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the day and year first above written.

Licensor:

North East Independent School District

By 
Name: Anthony J Mitchell
Title: COO

Licensee:

The Multi-Assistance Center at Morgan's
Wonderland, a Texas non-profit corporation

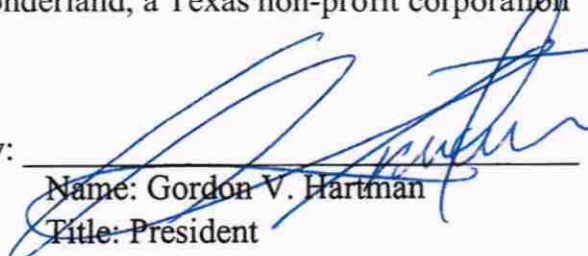
By: 
Name: Gordon V. Hartman
Title: President

EXHIBIT "A"

TO

LICENSE AGREEMENT

Description of NEISD Property

An athletic stadium and complex located on land more particularly described in the Special Warranty Deed dated October 3, 2007 by and between NEISD, as grantee and Alamo Garden, Inc., as grantor recorded in Book 13152, Page 140, Official Public Records, Bexar County, Texas

EXIDBIT "B"
TO
LICENSE AGREEMENT
Fence Design

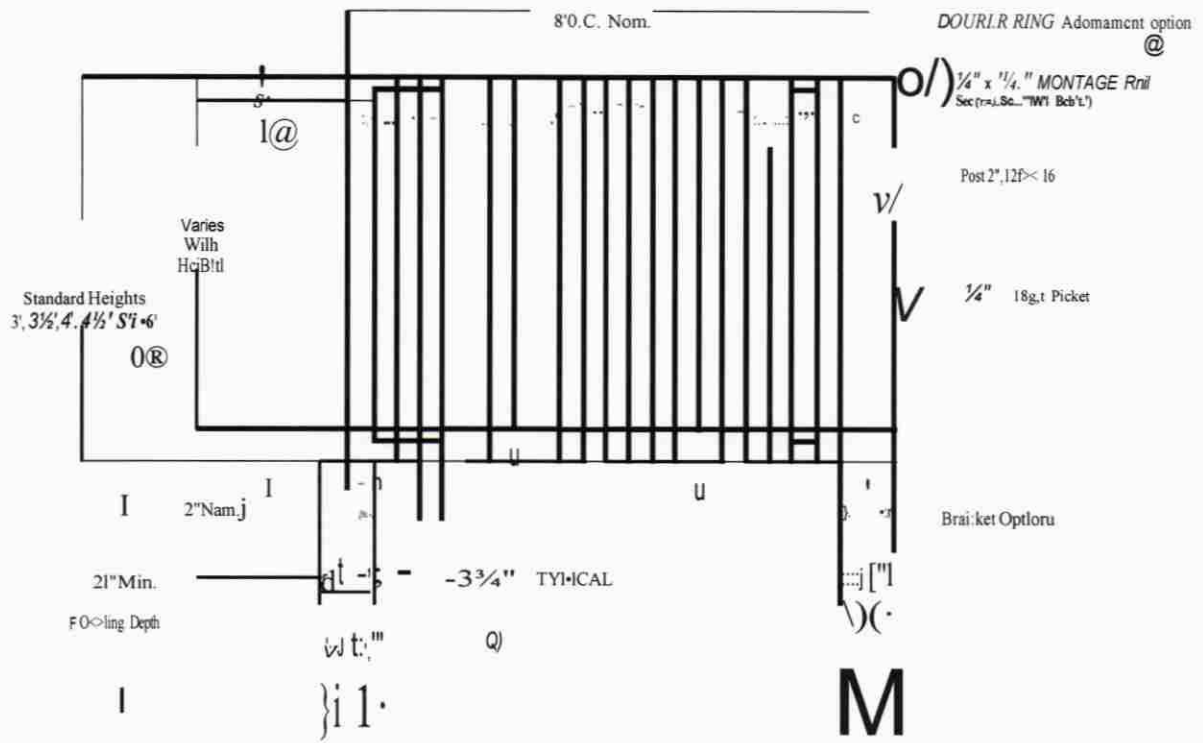
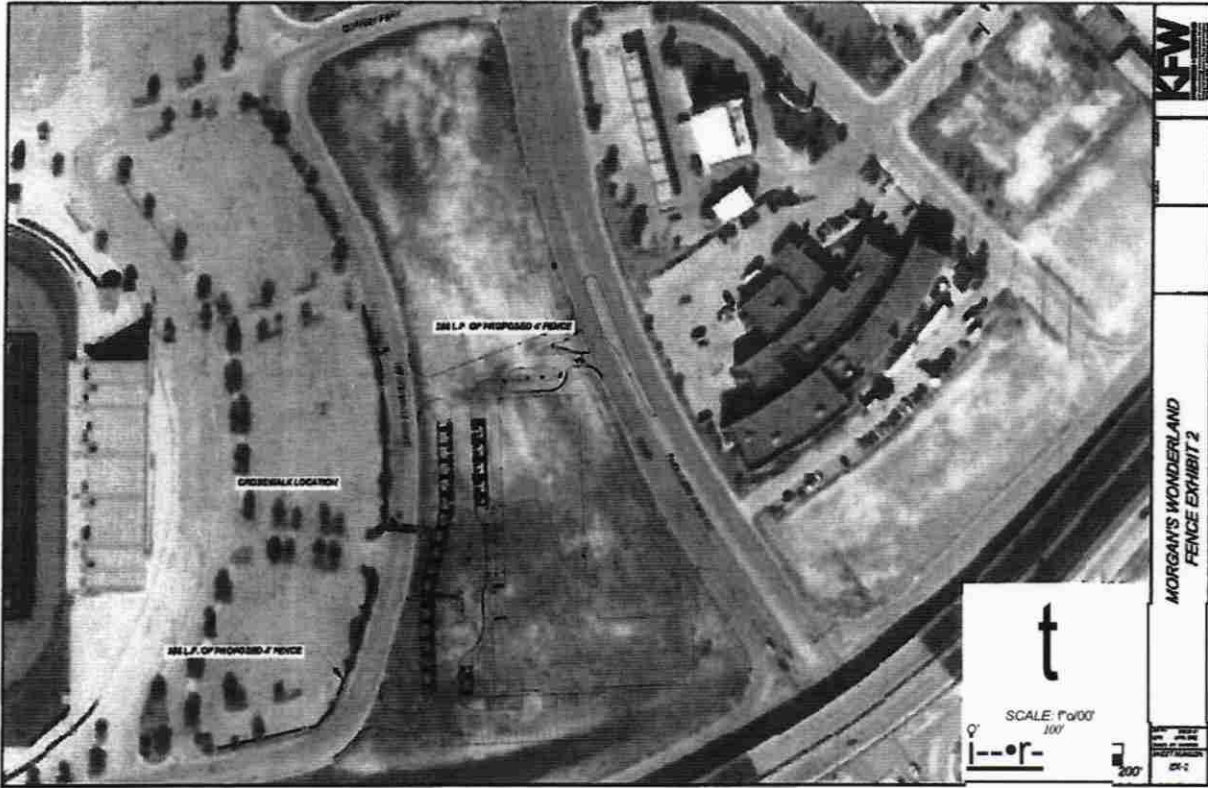


EXHIBIT "C"
TO
LICENSE AGREEMENT
Depiction of Fence Location





NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: May 9, 2022

Presenter: Dan Villarreal
Susan Lackorn, Executive Director
Finance and Accounting

Subject: Investment Officer
Authorization

Related Page(s): Attachment

CONSENT ITEM

BACKGROUND INFORMATION

Due to a change in personnel in the Finance Department, the Board of Trustees must approve the attached resolution to update the authorization of District officials with the authority to buy, sell, assign and endorse or transfer certificates representing United States bonds or any other bonds, securities, certificates, warrants, or other obligations in which the District may legally invest.

ADMINISTRATIVE CONSIDERATION

Policy CDA Local requires designation of the District's investment officers in order to comply with the Public Funds Investment Act. Furthermore, the designation of investment officers is required by the agreements between the District and the District's depository bank, Wells Fargo, and other financial institutions.

BUDGETARY CONSIDERATION

No budgetary consideration required.

RECOMMENDATION

It is recommended that the Board of Trustees approve the resolution as presented.

BOARD ACTION REQUIRED

Approval/Disapproval

RESOLUTION

INVESTMENT OFFICERS AUTHORIZATION

At a meeting of the Board of Trustees of the North East Independent School District, duly called and held on the 9th day of May 2022, a quorum being present, it was on motion, RESOLVED, that any of the following officers or officials is hereby authorized to buy, sell, assign and endorse or transfer certificates representing United States bonds or any other bonds, securities, certificates, warrants, or other obligations in which the District may legally invest.

Name of Officer and Title

Dan Villarreal, Chief Financial Officer

Susan Lackorn, Executive Director of Finance and Accounting

Shanna Toborg, Treasurer

Stella Gonzales, Treasury Accountant

I, Sandy Hughey, secretary of the North East Independent School District Board of Trustees, hereby certify that the foregoing is a true copy of a resolution duly adopted by the Board of Trustees of this organization, and a true copy of the whole of said resolution, and that said resolution is in full force and effect as of the date hereof, and that it does not conflict with the Board policies of the North East Independent School District.

Dated: May 9, 2022

Signed:


Sandy Hughey, Secretary



NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: May 9, 2022

Presenter: Dan Villarreal
Susan Lackorn, Executive Director
Finance and Accounting

Subject: Authorized Representatives: Related Page(s): Attachment
TexPool and TexPool Prime

CONSENT ITEM

BACKGROUND INFORMATION

Consideration and approval of a Resolution by the Board of Trustees of the North East Independent School District authorizing the change of authorized representatives to deposit and withdraw money from North East Independent School District's TexPool and TexPool Prime accounts effective upon approval.

The investment officers of North East Independent School District have been investing the District's funds in TexPool investment pool for many years. Due to a change in personnel in the Finance Department, the Board of Trustees must approve the attached resolution to update the authorized representatives to make deposits and withdrawals from the District's TexPool and TexPool Prime accounts and to make inquiries on these accounts. To amend the authorized representatives, TexPool requires approval of the attached Resolution Amending Authorized Representatives by the District's Board of Trustees.

ADMINISTRATIVE CONSIDERATION

Approval of the attached Resolution will change the designation of District employees authorized to inquire on and transfer District funds in and out of TexPool and TexPool Prime.

BUDGETARY CONSIDERATION

No budgetary consideration required.

RECOMMENDATION

It is recommended that the Board of Trustees approve and sign the attached Resolution Amending Authorized Representatives.

BOARD ACTION REQUIRED

Approval/Disapproval



Resolution Amending Authorized Representatives

Please complete this form to amend or designate Authorized Representatives. This document supersedes all prior Authorized Representative forms.

* Required Fields

1. Resolution

WHEREAS,

North East Independent School District

7 7 1 0 3

Participant Name*

Location Number*

("Participant") is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool ("TexPool / Texpool Prime"), a public funds investment pool, were created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

- That the individuals, whose signatures appear in this Resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool / TexPool Prime and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.
- That an Authorized Representative of the Participant may be deleted by a written instrument signed by two remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant's TexPool / TexPool Prime account or (2) is no longer employed by the Participant; and
- That the Participant may by Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participant;

List the Authorized Representative(s) of the Participant. Any new individuals will be issued personal identification numbers to transact business with TexPool Participant Services.

1. Shanna Toborg District Treasurer

Name

Title

2 1 0 4 0 7 0 4 2 4

2 1 0 8 0 4 7 2 6 7

stobor@neisd.net

Phone

Fax

Email

Shanna Toborg

Signature

2. Dan Villarreal Chief Financial Officer

Name

Title

2 1 0 4 0 7 0 4 9 5

2 1 0 8 0 4 7 0 6 6

dvilla2@neisd.net

Phone

Fax

Email

Dan Villarreal

Signature

3. Susie Lackorn Executive Director of Finance and Accounting

Name

Title

2 1 0 4 0 7 0 4 2 1

2 1 0 8 0 4 7 0 6 6

slacko@neisd.net

Phone

Fax

Email

Susie Lackorn

Signature

1. Resolution (continued)

4. Stella Gonzales Sr Treasury Accountant
 Name Title
2 1 0 4 0 7 0 4 1 8 2 1 0 8 0 4 7 2 6 7 sgonza@neisd.net
 Phone Fax Email

 Signature

List the name of the Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Stella Gonzales
Name


In addition and at the option of the Participant, one additional Authorized Representative can be designated to perform only inquiry of selected information. *This limited representative cannot perform transactions.* If the Participant desires to designate a representative with inquiry rights only, complete the following information.

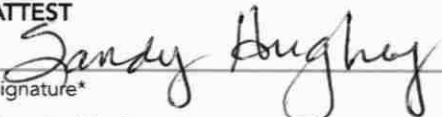
Joshua Krueger Sr Accountant – General Ledger
 Name Title
2 1 0 4 0 7 0 1 8 6 2 1 0 8 0 4 7 1 2 2 jkruereg@neisd.net
 Phone Fax Email

D. That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool Participant Services receives a copy of any such amendment or revocation. This Resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the 0 9 day of May, 2 0 2 2.

Note: Document is to be signed by your Board President, Mayor or County Judge and attested by your Board Secretary, City Secretary or County Clerk.

North East Independent School District
Name of Participant*

SIGNED

 Signature*
Shannon Grona
 Printed Name*
Board President
 Title*

ATTEST

 Signature*
Sandy Hughey
 Printed Name*
Board Secretary
 Title*

2. Delivery Instructions

Please return this document to **TexPool Participant Services:**
Email: texpool@dstsystems.com
Fax: 866-839-3291

1. Resolution (continued)

4. Joe Martinez Budget Analyst
 Name Title
2 1 0 4 0 7 0 4 0 1 2 1 0 8 0 4 7 2 6 7 jmarti18@neisd.net
 Phone Fax Email

 Signature

List the name of the Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

See page 2
Name


In addition and at the option of the Participant, one additional Authorized Representative can be designated to perform only inquiry of selected information. *This limited representative cannot perform transactions.* If the Participant desires to designate a representative with inquiry rights only, complete the following information.

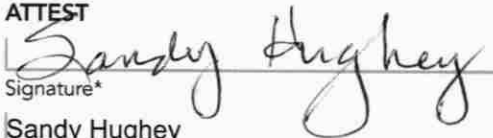
See Page 2
 Name Title
 Phone Fax Email

D. That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool Participant Services receives a copy of any such amendment or revocation. This Resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the 09 day of May, 2022.

Note: Document is to be signed by your Board President, Mayor or County Judge and attested by your Board Secretary, City Secretary or County Clerk.

North East Independent School District
Name of Participant*

SIGNED

 Signature*
Shannon Grona
 Printed Name*
Board President
 Title*

ATTEST

 Signature*
Sandy Hughey
 Printed Name*
Board Secretary
 Title*

2. Delivery Instructions

Please return this document to **TexPool Participant Services:**
Email: texpool@dstsystems.com
Fax: 866-839-3291



NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: May 9, 2022

Presenter: Dan Villarreal
Susan Lackorn, Executive Director
Finance and Accounting

Subject: Authorized Representatives: Related Page(s): Attachment
Lone Star

CONSENT ITEM

BACKGROUND INFORMATION

Consideration by the Board of Trustees of the North East Independent School District authorizing the change of authorized representatives to deposit and withdraw money from North East Independent School District's Lone Star accounts effective upon approval.

The investment officers of North East Independent School District have been investing the District's funds in Lone Star and similar investment pools for many years. Due to a change in personnel in the Finance Department, the Board of Trustees must approve the attached resolution to update the authorized representatives to make deposits, withdrawals and inquiries from the District's Lone Star accounts. To amend the authorized representatives, Lone Star requires approval of the attached Authorized Representative Add Form by the District's Board of Trustees.

ADMINISTRATIVE CONSIDERATION

Approval of the attached Authorized Representative Add Form will change the designation of District employees authorized to inquire on and transfer District funds in and out of Lone Star.

BUDGETARY CONSIDERATION

No budgetary consideration required.

RECOMMENDATION

It is recommended that the Board of Trustees approve and sign the attached Authorized Representative Add Form to amend authorized representatives.

BOARD ACTION REQUIRED

Approval/Disapproval



Authorized Representative Add Form for Municipalities

Name of Participant North East Independent School District Participant Number 15910

Addition of Authorized Representative

In order to either (i) carry out the role of Investment Officer for the Participant or (ii) aid the Investment Officer of the Participant in the execution of his or her duties pursuant to Texas Government Code, Section 2256.003(c), as the case may be, the following officers, officials, employees, or contractors of the Participant are hereby designated as Authorized Representatives within the meaning of the Investment Agreement (Agreement). These designated Authorized Representatives have full power and authority to execute the Agreement and any other documents, as may be required to deposit money to and withdraw money from the Participant's Lone Star Investment Pool (Lone Star) account from time to time in accordance with the Agreement and the Information Statement, and take all other actions deemed necessary or appropriate for the investment of local funds of the Participant:

	Rep #1	Rep #2	Rep #3
Printed Name	<u>Susie Lackorn</u>		
Title	<u>Exec Dir of Finance & Accounting</u>		
E-mail address	<u>slacko@neisd.net</u>		
Signature	<u><i>Susie Lackorn</i></u>		

In accordance with Lone Star procedures, an Authorized Representative shall promptly notify Lone Star of any changes in who is serving as Authorized Representative.

In addition to the foregoing Authorized Representatives, each Investment Officer of Lone Star appointed by the Lone Star Board of Trustees from time to time is hereby designated as an Investment Officer of the Government Entity and, as such, shall have responsibility for investing the share of Lone Star assets representing local funds of the Government Entity.

PASSED AND APPROVED this 9 day of May, 20 22.

By: *Shannon Grona*
Shannon Grona
Printed Name, Chief Executive Officer

By: *Sandy Hughey*
Sandy Hughey
Printed Name, Secretary or Equivalent

State of Texas,

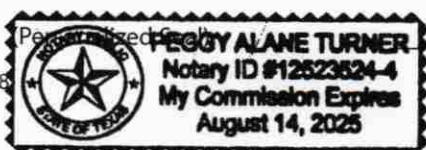
County of Bexar

Before me, Peggy Turner, on this day personally appeared Shannon Grona - Sandy Hughey, known to
(name of notary) *(name of CEO and Clerk/Secretary)*

me (or proved to me on the oath of Peggy Turner) or through _____ to be the person(s)
(person providing oath) *(identification item)*

whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 9 day of May, 20 22



Updated 9/18

Peggy Alane Turner
Notary Public's Signature



Authorized Representative Delete Form

Name of Participant North East Independent School District
Participant Number 15910

Deletion of Authorized Representative

The following officers, officials, or employees of the Participant are hereby deleted as Authorized Representatives within the meaning of the Interlocal Agreement (Agreement), removing full power and authority to execute the Agreement and any other documents, as may be required to deposit money to and withdraw money from the Participant's Lone Star Investment Pool account.

Printed Name

Brian Moy

Signature of Authorized Representative other than the one(s) listed above:

Shanna Toborg Date April 21, 2022
Shanna Toborg, District Treasurer

Printed Name and Title



NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: May 9, 2022

Presenter: Dan Villarreal
Susan Lackorn, Executive Director
Finance & Accounting

Subject: Commerce Bank Authorized
Persons

Related Page(s): Attachments

CONSENT ITEM

BACKGROUND INFORMATION

The District has an established business relationship with Commerce Bank for certain Accounts Payable processes. Due to personnel changes in the Finance and Accounting Departments, the Board of Trustees must approve the attached Resolution to update the designation of District employees authorized to transact business with Commerce Bank.

ADMINISTRATIVE CONSIDERATION

Approval of the attached Resolution will change the designation of District employees authorized to transact business with Commerce Bank.

BUDGETARY CONSIDERATION

No budgetary consideration required.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board of Trustees approve the attached resolution authorizing certain NEISD employees to transact business with Commerce Bank in accordance with the attached *Certificate of Authority & W-9 for a Governmental Organization*.

BOARD ACTION REQUIRED

Approval/Disapproval



Certificate of Authority and W-9 for a Government Organization

Customer Name ("Organization")	Taxpayer Identification Number (TIN)
North East Independent School District	74-6015301
Address	City, State, Zip
8961 Tesoro Drive, Suite 201	San Antonio, TX 78217

The undersigned certifies that he/she is the duly elected and qualified Secretary, Assistant Secretary, or Clerk of the Organization; that the following resolutions, or substantively similar resolutions, have been duly adopted by the Governing Board/Governing Body of the Organization pursuant to its bylaws and the power and authority granted by such resolutions and/or bylaws remain in full force and effect and have not been amended or revoked; that the officers listed below have been granted the requisite power and authority to transact business as described herein ("Authorized Person(s)"), and that the specimen signature(s) of the Authorized Person(s) below are true and genuine.

RESOLVED, that any one of the Authorized Person(s) may from time to time appoint an Administrator to assist Commerce Bank ("Commerce") in the administration of the Account(s) or Programs as provided in the applicable Agreement.

RESOLVED, that the specimen signature(s) of the Authorized Person(s) below are true and genuine, whether such signatures are handwritten or electronic. If electronic signatures are provided, Commerce is authorized to accept the electronic signature of Authorized Person(s) for the purposes of authenticating or demonstrating the party's intent to be bound and shall have the same force and effect as if a document bore a handwritten signature.

FURTHER RESOLVED, Commerce is authorized to act upon these representations and resolutions until written notice of revocation is delivered to Commerce, and Commerce is authorized to presume the authority described herein shall apply with equal force and effect to the successors in office of the officers named herein.

Name of Authorized Person(s)	Title	Signature(s)	Section A (Credit)	Section B (Pre-Funded)
Susan Lackorn	Exec. Director of Finance & Accounting		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Jeffrey Coats	Senior Director of Accounting & Payroll		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Veronica Binder	Senior Accounting Manager - AP		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Valerie Rueda	Exec. Director of Procurement & eCommerce		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

Section A – Credit Programs: Commercial Cards/AP Cards/Private Network Accounts, (each a Credit Program, and collectively "Credit Programs")

FURTHER RESOLVED, that any one of the Authorized Person(s) designated above is authorized to establish credit card accounts (with or without an associated plastic card)("Accounts") with Commerce, issue Accounts to any one person, to incur debt (in the form of a line of credit established by Commerce for the Organization) associated with the Accounts and to execute all documents to effectuate this purpose which he/she may deem necessary and proper, including without limitation any Master Services Agreement, Service Agreement(s) or other documentation requested by Commerce to open Credit Programs. By checking Section A - Credit above, all Authorized Persons shall also be deemed authorized to establish Pre-Funded Programs, if any.

Section B – Pre-Funded Programs: AP Cards/Private Network Accounts/Payment Hub (ACH, Check, Wire)/PreferPay/AP Invoice Automation, (each a Pre-Funded Program, and collectively "Pre-Funded Programs")/Merchant Bankcard Services/General Banking Services

FURTHER RESOLVED, that any one of the Authorized Person(s) designated above is authorized to establish Pre-Funded Programs, or Merchant Bankcard Services or other general banking services with Commerce, and to execute all documents to effectuate this purpose which he/she may deem necessary and proper, including without limitation any Master Services Agreement, Service Agreement(s), Merchant Agreement or other documentation requested by Commerce to establish Pre-Funded Programs, Merchant Bankcard Services or general banking services.

Substitute Form W-9 Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (including a U.S. resident alien).
- I am exempt from FATCA reporting.

Certification Instructions: You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. For further instructions, go to www.irs.gov. The IRS does not require your consent to any provision of this document other than the certification required to avoid backup withholding.

IN WITNESS WHEREOF, I have signed my name as of the date written below.

Signature of Secretary, Assistant Secretary or Clerk
 (wet signature required)

5.9.22
 Date



Program Administrator Delegation

The Commerce Bank Master Service Agreement dated Dec 14, 2016 between Commerce Bank (“Commerce”) and North East Independent School District “Customer”) states:

Program Administrator. Customer, upon signing this Master Service Agreement, shall designate one or more of its employees and/or third-party providers (individually and collectively, the “Administrator”) to assist Commerce in the administration of the Program.

In accordance with the above, the individuals listed below are designated as Program Administrator(s), for Customer. The Program Administrator(s) shall act as the primary point of contact between Commerce and Customer and familiarize themselves with the basic functionality of the Services performed by Commerce. The Program Administrator(s), by authority of this letter, shall be authorized to oversee all decisions, including, but not limited to, file formatting, transmission systems, assignment of responsibilities to Customer employees, funding procedures, posted transaction examination and any changes or enhancements made to the Services. The Program Administrator(s) is also authorized to appoint other Program Administrators.

Individual	Signature
Valerie Rueda	
Mayra Munillo-Gardner	
Mary Lempe	

 Signature of Authorized Person

Valerie Rueda

 Print Name

Executive Director of Procurement & e Commerce

 Title

4/25/22

 Date



NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: May 9, 2022

Presenter: Dan Villarreal
Susan Lackorn, 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 01777-002-0160:</i>	<i>Penalties = \$169.91</i>	<i>Interest = \$28.32</i>
<i>Tax Account 12769-003-0080:</i>	<i>Penalties = \$207.73</i>	<i>Interest = \$34.62</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 6, 2022

North East ISD
Mr. Daniel Villarreal
Chief Financial Officer
8961 Tesoro Dr, 201
San Antonio, Texas 78217

Re: Waiver of Penalty and Interest on Tax account: 01777-002-0160
Year(s): 2021
Owner(s): Ashley Padilla representative for Moxis Investor LLC
Amount of Penalty Paid: \$169.91
Amount of Interest Paid: \$28.32
Amount of 33.07 Penalty Paid: \$0.00

Dear Mr. Villarreal

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 ISD agrees with this recommendation. If you have any questions or concerns, please call our office at (210) 335-6623.

Sincerely,

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

AU:CG/kl/rk
Attachment: a/s

FORM: TASL7
REV 04/13



7214 S. Houstoun Waring Cir.
Littleton, Co 80120

720-988-9908
Moxieinvestorsllc@gmail.com

3/9/2022

Dear Ms. Killingstad and Bexar County Tax Assessor-Collectors Team,

As we did not receive timely notification of 2021 property taxes owed we are kindly asking for a waiver of penalties and interest in the amount of \$371.29 on the 2021 property taxes for the following Bexar County property:

Account # 01777-002-0160
1112 W. Elsemere Place
78201 San Antonio, TX

Sincerely,

Ashley Padilla MSOL, BSN, RN
President
Moxie Investors



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

March 8, 2022

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): 01777-002-0160

Dear Mr. Amezcuita:

Enclosed please find copies of the request received by this office from Ashley Padilla representative for Moxie Investors LLC, of 1112 W. Elsmere Pl, 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) 01777-002-0160 for tax year(s) 2021 for possible incorrect ownership/ mailing address. A recommendation is being requested of a possible 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 or concerns please feel free to contact our office at 210-335-6623.

Sincerely,

A handwritten signature in blue 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/rsk
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 18, 2022

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 01777-002-0160 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) 242-2434.

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: 01777-002-0160

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: DEED WAS NOT TRANSFERRED DUE TO GRANTEE'S ADDRESS NOT PROVIDED ON DEED

REMARKS:

INITIATOR: MARGIE LOPEZ

DATE: 03/18/2022



Back

Acct #

01777-002-0160

I received this on 2/1/22 Yesterday
I am paying the \$5304.08
today on 2/2/22 10 of 10



4 MAR '22 PM 4:13

I didn't receive this mailpiece

I attempted to call to discuss the fact that I just received this bill & it rang for ~ 19+ mins with no answer I do not feel I should be penalized & pay the additional ~\$300. The last time I spoke with someone they told me to just wait until I received my tax bill in the mail. Please call me if we need to discuss further.



HELPFUL LINKS
Contact Us

ON ABOUT.USPS.COM
About USPS Home

Thank you,
Ashley Padilla
720-988-9908





Image: 220208/104/D018.PNG



ASHLEY PADILLA
 9691 W COCO CIR UNIT 201
 LITTLETON, CO 80128-9271

1173
 28-7/1020 1060
 7114199123

2/2/22 Date

Pay to the Order of Albert Uresti Bexar County Tax \$ 5,304.08
Five Thousand Three Hundred Four & 08/100ths

© 2018 W.F. WELLS FARGO BANK, N.A.

WELLS FARGO
 Wells Fargo Bank, N.A.
 Colorado
 wells Fargo.com

Security Features Details on Back

Acct # 01777-002-0100

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

2/25/2022 3:34 PM Central Standard Time



Customer Name Ashley E Padilla

Effective Date

2/25/2022

Approved 20819129

Item	Amount
Property Tax ACT	\$371.29
Subtotal:	\$371.29
Transaction Fee:	\$7.80
Total Charged to:	\$379.09
Visa ***** 3647	
Total Amount Paid:	\$379.09
Collection Mode: Web	
Credit Notes	

Property Tax Payment

Payment Details

Property Tax ACT

Account Number: 017770020160 - Year: any - Ashley E Padilla - \$371.29

A Transaction Fee has been included in the total amount paid for this transaction.



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

March 08, 2022

Moxis Investors LLC
C/O Ashley Padilla
7214 S Houstoun Waring Cir
Littleton, CO 8012-3911

RE: Account 01777-002-0160

Dear: Ms. Padilla

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 cursive script that reads "K. Isbell".

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

AU:CGki/rsk

FORM: TASL4
REV 03/13

JERL
ACT8006 v1.289

STATUS DETAIL
Expand Fees
Summary

Account Information		Tax Units		Tax Unit Description		Tax Unit, Yr, Rec. Type	
Account No.	017770020160	Roll Code	REAL PROPERT	List of Tax Units		Tax Unit	<input type="text"/>
Certified Owner	MOXIE INVESTORS LLC			8	9	10	11
Parcel Address	1112 W ELSMERE PL			19	21	57	
Amount Due as of	03/08/2022	Owner No.	0	AG INCLUDED		Remove Fees	Countywide
						<input type="button" value="Multi Select"/>	

Amount Due/Paid Information													
Year	Market Value	H	O	V	D	Base Levy	Paid Levy	Other Fees	Remaining Levy	Fees	Refund	Amount Due	
2021	\$189,850				0	\$5,304.08	\$5,304.08	\$0.00	\$0.00	\$371.29	\$0.00	\$0.00	
2020	\$172,530				0	\$4,840.56	\$4,840.56	\$0.00	\$0.00	\$628.86	\$9.38	\$0.00	
2019	\$152,150				0	\$4,312.36	\$4,312.36	\$0.00	\$0.00	\$1,299.00	\$0.00	\$0.00	
2018	\$137,790				0	\$3,948.96	\$3,948.96	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
2017	\$133,580				0	\$3,790.52	\$3,790.52	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
2016	\$111,480				0	\$3,146.52	\$3,146.52	\$0.00	\$0.00	\$160.39	\$2.09	\$0.00	
2015	\$93,190				0	\$2,514.29	\$2,514.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
2014	\$49,780				0	\$1,346.89	\$1,346.89	\$0.00	\$0.00	\$94.21	\$2.90	\$0.00	
2013	\$44,950				0	\$1,210.66	\$1,210.66	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Last Payment Date						Totals	\$50,874.99	\$50,874.99	\$0.00	\$0.00	\$4,166.25	\$14.69	\$0.00
Last Payer						Alert							

JERL
ACT80122 v1.90

03/08/2022 08:37:19
BCTOPROD

DEPOSIT **Remittance** Detail

Summary Query

Summary

Deposit No. Account No. Remit Seq No. Check No. Payment Amount Payment Agreement No.

Check/Receipt Images	Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer
	C22C0301	02/25/2022	27228976	CC001773593	CR	\$371.29	\$371.29	PA	017770020160	32962309-ASHLEY E PAI
*	L22B0801	02/08/2022	27184081		CH	\$5,304.08	\$5,304.08	PA	017770020160	MOXIE INVESTORS LLC
*	L21H0401	07/31/2021	26531321		CH	\$1,115.16	\$1,115.16	PA	017770020160	RAMIREZ LINDA M
	RC210823	07/31/2021	26531321		CH	\$9.38	\$9.38	TR	017770020160	RAMIREZ LINDA M
	RC210823	07/31/2021	26531321		CH	\$9.38	\$9.38	LG	017770020160	1655363-KEY TITLE GRO
	O21E27RU1	05/27/2021	26376985		CA	\$4,000.00	\$4,000.00	PA	017770020160	RAMIREZ LINDA M
	T21E27GJ1	07/21/2020	25537059	1603	CH	\$0.00	\$363.64	TR	017770020160	32529783-LINDA S RAMI
	T21E27GJ1	07/21/2020	25537059	1603	CH	\$0.00	\$363.64	TR	017770020160	32529783-LINDA S RAMI
	O20G21FG1	07/21/2020	25537059	1603	CH	\$4,875.00	\$4,875.00	AA	017770020160	RAMIREZ LINDA M
	RC200828	07/21/2020	25537059	1603	CH	\$363.64	\$363.64	LG	017770020160	32529783-LINDA S RAMI
	RC200828	07/21/2020	25537059	1603	CH	\$363.64	\$363.64	TR	017770020160	RAMIREZ LINDA M
	T20G21NW1	10/01/2019	24258071		CH	\$0.00	\$1,100.00	TR	017770020160	32234497-RAUL S RAMIF

Applied Total

Account Status

Prev. Accto... Next Accto... Prev. Owner Next Owner Acct History Acct Summary Notes Documents

Go To: [dropdown]

RAQL
ACT8006 v1.289

03/08/2022 09:51:36
BCTOPROD

Status Detail Expand Fees **SUMMARY**

Account Information

Account No. 017770020160
Owner No. 0 Owner Percentage 1.00
Parcel Address 1112 WELSMERE PL
Roll Code REAL PROPERTY

List of Mortgage Companies

Year	Fido	Fiduciary Name

Total Due

Total Due \$00

Payment Agmt. No.

242856

Legal Description

Legal Description NCB 1777 BLK 2 LOT 16 AND 17

Legal Information

Year	Legal Status	Cause No.	Bankruptcy No.

Other Information

Certified Date 10/01/2021
Legal Acres .1435

Owner Information

Certified Owner MOXIE INVESTORS LLC
Address 7214 S HOUSTOUN WARING CIR
LITTLETON CO 80120-3911

Alternate Owner
Address

Notes

Go To:

RAQL
ACT80122 v1.90

03/08/2022 09:49:43
BCTOPROD

DEPOSIT Remittance Detail

Summary Query

Summary

Deposit No. Account No. Remit Seq No. Check No. Payment Amount Payment Agreement No.
C22C0301 017770020160

Check/Receipt Images	Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer
	C22C0301	02/25/2022	27228976	CC001773593	CR	\$371.29	\$371.29	PA	017770020160	32962309-ASHLEY E PAI
*	L22B0801	02/08/2022	27184081		CH	\$5,304.08	\$5,304.08	PA	017770020160	MOXIE INVESTORS LLC
*	L21H0401	07/31/2021	26531321		CH	\$1,115.16	\$1,115.16	PA	017770020160	RAMIREZ LINDA M
	RC210823	07/31/2021	26531321		CH	\$9.38	\$9.38	TR	017770020160	RAMIREZ LINDA M
	RC210823	07/31/2021	26531321		CH	\$9.38	\$9.38	LG	017770020160	1655363-KEY TITLE GRO
	O21E27RU1	05/27/2021	26376985		CA	\$4,000.00	\$4,000.00	PA	017770020160	RAMIREZ LINDA M
	T21E27GJ1	07/21/2020	25537059	1603	CH	\$0.00	\$363.64	TR	017770020160	32529783-LINDA S RAMIF
	T21E27GJ1	07/21/2020	25537059	1603	CH	\$0.00	\$363.64	TR	017770020160	32529783-LINDA S RAMIF
	O20G21FG1	07/21/2020	25537059	1603	CH	\$4,875.00	\$4,875.00	AA	017770020160	RAMIREZ LINDA M
	RC200828	07/21/2020	25537059	1603	CH	\$363.64	\$363.64	LG	017770020160	32529783-LINDA S RAMIF
	RC200828	07/21/2020	25537059	1603	CH	\$363.64	\$363.64	TR	017770020160	RAMIREZ LINDA M
	T20G21NW1	10/01/2019	24258071		CH	\$0.00	\$1,100.00	TR	017770020160	32234497-RAUL S RAMIR

Applied Total \$55,072.65



BEXAR APPRAISAL DISTRICT

Michael A. Amezcua
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 18, 2022

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 12769-003-0080 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) 242-2434.

Sincerely,

Margie Lopez

Margie Lopez
Bexar Appraisal District



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

April 6, 2022

Mr. Daniel Villarreal
Chief Financial Officer
North East ISD
8961 Tesoro Dr., Ste 201
San Antonio, Texas 78217

Re: Waiver of Penalty and Interest on Tax account: 12769-003-0080
Year(s): 2021
Owner(s): Mary Corbett
Amount of Penalty Paid: \$207.73
Amount of Interest Paid: \$34.62
Amount of 33.07 Penalty Paid: \$0.00

Dear Mr. Villarreal

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 ISD 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", written over a faint circular stamp.

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

AU:CG/Mark
Attachment: a/s

FORM: TASL7
REV 04/13



BEXAR APPRAISAL DISTRICT

BEXAR APPRAISAL DISTRICT RESEARCH DOCUMENT FOR POSSIBLE MAILING ADDRESS CORRECTION

PER SECTION 33.011 OR 31.015

ACCOUNT: 12769-003-0080

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 TWO ACCOUNTS TRANSFERRED.
- ➔ 5. DEED FILED TIMELY BUT NOT TRANSFERRED.
6. OTHER: DEED WAS NOT TRANSFERRED DUE TO GRANTEE'S ADDRESS NOT PROVIDED ON DEED

REMARKS:

INTIATOR: MARGIE LOPEZ

DATE: 03/18/2022



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

March 9, 2022

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): 12769-003-0080

Dear Mr. Amezcuita:

Enclosed please find copies of the request received by this office from Mary Corbett, of 630 Northridge Dr., 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)12769-003-0080 for tax year(s) 2021 for possible incorrect ownership/ mailing address. A recommendation is being requested of a possible 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 or concerns please feel free to contact our office at 210-335-6623.

Sincerely,

A handwritten signature in blue ink that reads "Leo Herrera".

Leo Herrera
Property Tax Supervisor
Office of Albert Uresti, MPA, PCC
Tax Assessor-Collector
Bexar County

AU:CG lh/rsk
Enclosures: As Stated



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

March 09, 2022

Mary Corbett
630 Northridge Dr.
San Antonio, Texas 78209-3023

RE: Account 12769-003-0080

Dear: Mary Corbett

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 cursive script that reads "Leo Herrera".

Leo Herrera
Property Tax Supervisor
Office of Albert Uresti MPA, PCC
Tax Assessor-Collector
Bexar County

AU:CGlh/rsk

To: The Office of Albert Uresti

From: Mary Corbett, Account #12769-003-0080

Re: 2021 Property Tax Bill

Date: February 25, 2022

I would like to request a waiver of the property tax penalty. This is my first time paying taxes in Bexar County, as I purchased the property and moved here in September 2021.

I received my first invoice the last week of January. It is dated 1/21/22. I was out of town at the time, taking care of my mother in Lavaca County. When I opened the notice in early February it was already past the January due date.

I have paid the balance in full, including the penalty. I request a refund of the \$515.03 penalty, or that you hold it as payment toward my tax bill for next year.

Thank you for considering my request!

Mary Corbett

Thank You for Your Payment - Office of Albert Uresti, Bexar County Tax Assessor-Collector;
2/28/2022 2:36 PM Central Standard Time



Customer Name Mary Ainslie Corbett

Effective Date

2/28/2022

Approved 20822830

Item	Amount
Property Tax ACT	\$7,872.83
Subtotal:	\$7,872.83
Total Charged to:	\$7,872.83
Checking ***** 5193	
Total Amount Paid:	\$7,872.83
Collection Mode: Web	
Credit Notes	

Property Tax Payment

Payment Details

Property Tax ACT

Account Number: 127690030080 - Year: any - Mary Ainslie Corbett - \$7,872.83



NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: May 9, 2022

Presenter: Dan Villarreal
Valerie Rueda Executive 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 2021-2022, 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 2021-2022 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 August 23, 2021. 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 2021-2022.

BOARD ACTION REQUIRED

Approval/Disapproval

ATTACHMENT
BUDGETED PURCHASES OF GOODS OR SERVICES COSTING \$50,000 OR MORE
NEISD BOARD MEETING MAY 9, 2022

Category	Vendor(s) Name	Description of Goods/Services	Estimated Expenditures 2021-2022	Bid Compliance	Notes
Bilingual Dept.	Books Del Sur	Instructional Materials	\$ 105,000.00	01-21	Current spend \$12,681; Additional \$92,319 to cover purchases for the remainder of the year.
Distribution Center/Textbooks	Jordan Ford	Used Vehicles	\$ 100,000.00	119-17	Prior board approved \$90,000, current spend \$463.00; Additional \$10,000 to purchase two used vans, one for the Distribution Center and one for Textbook Warehouse.
Distribution Center/Textbooks	N J Malin Associates LLC	Warehouse Equipment	\$ 110,000.00	100-18	Prior board approved \$50,000, current spend \$37,619; Additional \$60,000 to purchase two electric pallet jacks and two forklifts for Distribution Center and Textbook Warehouse.
Distribution Center/Print Services	Bosworth BRW	Paper	\$ 725,000.00	37-18 & Region 20 Co-Op	Prior board approved \$675,000, current spend \$452,134; Additional \$50,000 to cover purchases for the remainder of the school year. 55
Districtwide	School Specialty LLC	Instructional Supplies	\$ 350,000.00	multiple bids	Prior board approved \$200,000, current spend \$49,204; Additional \$150,000 to cover summer school supplies PO of \$245,000 and remainder of the school year campus purchases.
Guidance Services	University of Texas at Austin	Instructional materials, venue, fees, tests, professional development	\$ 257,000.00	governmental entity	Prior board approved \$90,000, current spend \$84,863; Additional \$167,000 to pay for OnRamps (dual credit) Program.
Instructional Technology	CDW	Technology Equipment	\$1,300,000	TIPS Co-Op	Prior board approved \$670,000, current spend \$225,370; Additional \$630,000 to cover \$565,000 on Lightspeed Content filter (hosted software licensing for 3 years) , \$500,000 on annual Microsoft Licensing Agreement, and any other purchases for the remainder of the year.

ATTACHMENT
BUDGETED PURCHASES OF GOODS OR SERVICES COSTING \$50,000 OR MORE
NEISD BOARD MEETING MAY 9, 2022

Category	Vendor(s) Name	Description of Goods/Services	Estimated Expenditures 2021-2022	Bid Compliance	Notes
Instructional Technology/District wide	Intech Southwest	Technology Equipment	\$ 8,200,000.00	134-18	Prior board approved \$8,000,000, current spend \$7,271,241; Additional \$200,000 to cover the remainder of the school year.
Instructional Technology	Lightspeed IS Inc.	Technology Equipment	\$ 867,000.00	multiple bids	Prior board approved \$650,000, current spend \$624,095; Additional \$217,000 to cover the purchase of a replacement email archiving appliance and support services.
Management Information Systems (MIS)	Infor (US) LLC	ERP Software	\$ 412,000.00	119-09	Current spend \$8,265; Additional \$403,735 to cover annual software maintenance renewal of \$403,383.
School Nutrition Services	Fresh Innovations California, LLC	Commodity Food Processing	\$ 91,248.00	21-20	Prior board approved \$85,963, current spend \$90,382; Additional \$5,285 to cover overage and the remainder of the school year. 56
School Nutrition Services	Gulf Coast Paper	Paper Products	\$ 294,000.00	multiple bids	Prior board approved \$290,000, current spend \$245,294; Additional \$4,000 to cover the remainder of the school year.
School Nutrition Services	Nardones Brothers Baking	Food Products	\$ 312,843.00	21-20	Prior board approved \$286,844, current spend \$284,733; Additional \$25,999 to cover the remainder of the school year.
Special Education	Webbco Enterprises LLC	Support Services-Interpreter	\$ 206,000.00	02-20	Prior board approved \$175,000, current spend \$158,138; Additional \$31,000 to cover services for the remainder of the school year.
Transportation	Kyrish Truck Center of San Antonio (SANTEX)	Parts/Supplies	\$ 675,000.00	16-20	Prior board approved \$612,129, current spend \$581,510; Additional \$62,871 to cover purchases for the remainder of the school year.
Transportation	Southern Tire Mart LLC	Bus Tires	\$ 102,000.00	Northside ISD interlocal agreement	Current spend \$41,881; Additional \$60,119 to cover bus tire purchases over the summer.

RFP #13-22
PROFESSIONAL LANDSCAPING SERVICE

On Tuesday, March 22, 2022 at 10:00 a.m. Central Standard Time, RFP #13-22 was received for Professional Landscaping Service. It is recommended that the bid be awarded to ABM Texas General Services, Brightview Landscaping, and Cantu Contracting for a total bid amount of \$977,421.21. Bid requests were mailed to all known companies and advertised in the Hart Beat Newspaper.

Vendor	TOTAL
ABM Texas General Services	\$357,728.63
Brightview Landscaping	\$277,272.58
Cantu Contracting	\$342,420.00

**RFP #28-22
MILK PRODUCTS**

On Tuesday, April 5, 2022 at 10:00 a.m. Central Standard Time, RFP #28-22 was received for the purchase of Milk Products for District cafeterias for the 2022-2023 school year. There is a two-year extension option upon mutual agreement and satisfactory performance. The proposal for Milk Products consists of **9** items including, but not limited to: low fat milk, skim milk, lactose free milk, and buttermilk for a total bid amount of **\$2,100,668.49**. It is recommended that the bid be awarded to Borden Dairy Company of Texas, LLC for the various items for the total amount shown. The milk products recommended for purchase meet the specifications and conditions established by the District. Bid requests were mailed to all known companies and advertised in the Hart Beat Newspaper.

Vendor	Number of Items Awarded	TOTAL
Borden Dairy Company of Texas, LLC	9	\$2,100,668.49



NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: May 9, 2022

Presenter: Anthony Mitchell
Garrett Sullivan,
Executive Director,
CM&E

Subject: District-Wide Environmental Services Indefinite
Delivery Quantity (IDQ) Project Bid Award Approval

Related Page(s): Attachment

CONSENT ITEM

BACKGROUND INFORMATION

Bids were received for the District-Wide Environmental Services Indefinite Delivery Quantity (IDQ) Project on Apr. 19, 2022 at 10 a.m. in Room 317 of the North East ISD Richard A. Middleton Education Center. The consulting firm of Marc III is employed as the professional consulting team for this project. The District-Wide Environmental Services Indefinite Delivery Quantity (IDQ) Contract is a quick-response construction delivery vehicle employed by the Engineering Department to provide high priority response to address asbestos abatement, lead abatement, mold remediation, and light fixture ballast disposal environmental services identified throughout the District. This delivery method is used to provide on-call response to emergency and routine environmental services reported through the work order system. The planned term for the District-Wide Environmental Services Indefinite Delivery Quantity (IDQ) Contract is for one (1) base operation year and four (4) District-option years.

ADMINISTRATIVE CONSIDERATION

This is an approved Maintenance & Operations contracted services requirement.

BUDGETARY CONSIDERATION

Funds for this work are allocated in the Maintenance and Operations Budget within the Engineering Departments Contracted Services Account. Expenditures for the District-Wide Environmental Services Indefinite Delivery Quantity (IDQ) contract are budgeted not to exceed \$500,000.00 annually.

RECOMMENDATION

The Executive Director of Construction Management and Engineering, Senior Director of Engineering, District staff, and project consultant (Marc III) recommend that the District contract with the contractors listed below to provide District-Wide Environmental Services Indefinite Delivery Quantity (IDQ) contract for the 5-year performance period based on the unit price schedule as shown on the Bid Attachment. The environmental contractors recommended for bid award include: Alamo1 and Bexar Environmental Inc. It is further recommended that the Board of Trustees grant the Superintendent, Chief Operations Officer, and the Executive Director of Construction Management and Engineering authority to execute this contract.

BOARD ACTION REQUIRED

Approval/Disapproval

BID ATTACHMENT - NORTH EAST INDEPENDENT SCHOOL DISTRICT

RFCSP #30-22 District-Wide Environmental Services Indefinite Delivery Quantity (IDQ) Contract

Tuesday, April 19, 2022 10:00 a.m.

Bidders			Alamo Environmental dba Alamo1	Bexar Environmental Inc.
ITEM	DESCRIPTION	UOM	SCHEDULE OF UNIT PRICES	
A. Maximum charge for mobilization for environmental services per site as requested by North East ISD within the North East ISD boundaries, see district map (found behind the scope of services). Mobilization to include all equipment and materials required to perform abatement/remediation and de-mobilization from site.				
100	Mobilization	per site	\$ 750.00	\$ 1,200.00
Section 100 Total			\$ 750.00	\$ 1,200.00
B. For any site requested by North East ISD, the contractor proposes the following unit prices for removal and disposal of asbestos containing materials. Contractor overhead and profit are to be included in the following unit prices:				
200A	Acoustical texture (less than or equal to 1,000 sq. ft.)	per sq. ft.	\$ 4.00	\$ 8.44
200B	Acoustical texture (greater than 1,000 sq. ft.)	per sq. ft.	\$ 3.75	\$ 7.60
201A	Two layers of acoustical texture consisting of ACM layer under a Non-ACM layer of SK-13 type texture (less than or equal to 1,000 sq. ft.)	per sq. ft.	\$ 4.50	\$ 8.50
201B	Two layers of acoustical texture consisting of ACM layer under a Non-ACM layer of SK-13 type texture (greater than 1,000 sq. ft.)	per sq. ft.	\$ 4.00	\$ 7.65
202A	Sheetrock and/or joint compound removal (less than or equal to 1,000 sq. ft.)	per sq. ft.	\$ 3.00	\$ 2.52
202B	Sheetrock and/or joint compound removal (greater than 1,000 sq. ft.)	per sq. ft.	\$ 3.50	\$ 2.40
203	HVAC duct insulation removal	per sq. ft.	\$ 3.00	\$ 3.60
204	Mastic removal from HVAC ducts	per lin. Ft.	\$ 2.00	\$ 30.00
205	HVAC flex connector removal	per sq. ft.	\$ 9.00	\$ 30.00
206A	Pipe and fitting insulation, glove bag removal: (less than or equal to 6" diameter pipe)	per lin. ft.	\$ 10.00	\$ 9.00
206B	Pipe and fitting insulation, glove bag removal (greater than 6" diameter pipe)	per lin. ft.	\$ 11.00	\$ 10.80

207A	Pipe and fitting insulation, gross removal in full containment: (less than or equal to 6" diameter pipe)	per lin. ft.	\$ 6.00	\$ 15.00
207B	Pipe and fitting insulation gross removal in full containment: (greater than 6" diameter pipe)	per lin. ft.	\$ 8.50	\$ 15.50
208	Boiler flue insulation removal	per sq. ft.	\$ 8.00	\$ 18.00
209	Boiler gasket material	per sq. ft.	\$ 8.00	\$ 6.00
210	Fire brick removal	per sq. ft.	\$ 10.00	\$ 30.00
211A	Mastic removal from piping (less than or equal to 6" diameter pipe)	per lin. ft.	\$ 8.50	\$ 9.00
211B	Mastic removal from piping (greater than 6" diameter pipe)	per lin. ft.	\$ 9.00	\$ 10.80
212A	Transite pipe (less than or equal to 6" diameter pipe)	per lin. ft.	\$ 15.00	\$ 18.00
212B	Transite pipe (greater than 6" diameter pipe)	per lin. ft.	\$ 17.00	\$ 20.40
213A	Double walled transite pipe (less than or equal to 6" diameter pipe)	per lin. ft.	\$ 15.00	\$ 18.00
213B	Double walled transite pipe (greater than 6" diameter pipe)	per lin. ft.	\$ 17.00	\$ 20.40
214	Boiler insulation	per sq. ft.	\$ 6.00	\$ 16.80
215	Tank insulation	per sq. ft.	\$ 5.00	\$ 14.40
216A	Floor tile and mastic: (less than or equal to 700 sq. ft. on concrete)	per sq. ft.	\$ 2.50	\$ 2.46
216B	Floor tile and mastic: (greater than 700 sq. ft. on concrete)	per sq. ft.	\$ 2.00	\$ 1.95
217A	Floor tile and mastic: (less than or equal to 700 sq. ft. on wood)	per sq. ft.	\$ 3.00	\$ 3.00
217B	Floor tile and mastic: (greater than 700 sq. ft. on wood)	per sq. ft.	\$ 2.50	\$ 2.70
218A	Floor mastic only - no tile (less than or equal to 700 sq. ft.)	per sq. ft.	\$ 1.50	\$ 1.80

218B	Floor mastic only - no tile (greater than 700 sq. ft.)	per sq. ft.	\$ 1.30	\$ 1.20
219A	Floor tile only - no mastic (less than or equal to 700 sq. ft.)	per sq. ft.	\$ 2.00	\$ 1.80
219B	Floor tile only - no mastic (greater than 700 sq. ft.)	per sq. ft.	\$ 2.50	\$ 2.64
220	Floor tile removal RFCI method on concrete	per sq. ft.	\$ 3.00	\$ 1.50
221A	Non-ACM carpet removal under containment: (less than or equal to 700 sq. ft. on top of ACM tile)	per sq. ft.	\$ 1.25	\$ 0.85
221B	Non-ACM carpet removal under containment: (greater than 700 sq. ft. on top of ACM tile)	per sq. ft.	\$ 1.00	\$ 0.75
222A	Ceiling tile removal: (less than or equal to 700 sq. ft.)	per sq. ft.	\$ 4.00	\$ 4.90
222B	Ceiling tile removal: (greater than 700 sq. ft.)	per sq. ft.	\$ 3.00	\$ 4.25
223	Transite chalk boards	per sq. ft.	\$ 3.00	\$ 6.56
224	Transite panels (walls or ceilings)	per sq. ft.	\$ 3.00	\$ 4.80
225	Transite wall board (1/4")	per sq. ft.	\$ 3.00	\$ 4.80
226	Window caulking or glazing	per lin. ft.	\$ 3.00	\$ 3.60
227	Abate moisture barrier from wall cavity "troweled on mastic" (exposed by others)	per sq. ft.	\$ 12.00	\$ 12.00
228	Pickup and disposal of asbestos containing unit ventilators	per unit	\$ 150.00	\$ 30.00
229A	Removal and disposal of asbestos contaminated soil (to 4" of depth)	per sq. ft.	\$ 8.00	\$ 18.00
229B	Removal and disposal of asbestos contaminated soil (to 4-8" of depth)	per sq. ft.	\$ 12.00	\$ 30.00
230	Removal and disposal of asbestos containing lab type counter/table tops & sinks	per sq. ft.	\$ 3.00	\$ 4.80
Section 200 Total			\$ 417.30	\$ 477.17

For any site requested by North East ISD, the contractor proposes the following unit prices for removal and disposal of mold containing materials. Contractor overhead and profit are to be included in the following unit prices:

300A	Mold remediation under full, negative-pressure containment to include biocide treatment (less than or equal to 800 sq. ft.)	per sq. ft.	\$ 4.00	\$ 6.60
300B	Mold remediation under full, negative-pressure containment to include biocide treatment (greater than 800 sq. ft.)	per sq. ft.	\$ 3.50	\$ 4.50
301A	Cleanup and biocide treatment not under containment (less than or equal to 800 sq. ft.)	per sq. ft.	\$ 2.00	\$ 1.20
301B	Cleanup and biocide treatment not under containment (greater 800 sq. ft.)	per sq. ft.	\$ 1.75	\$ 1.20
302A	Biocide treatment - spray on (less than or equal to 800 sq. ft.)	per sq. ft.	\$ 1.25	\$ 0.60
302B	Biocide treatment - spray on (greater than 800 sq. ft.)	per sq. ft.	\$ 1.00	\$ 0.30
303A	Clean, dry and treat carpets to prevent mold or mildew (less than or equal to 800 sq. ft.)	per sq. ft.	\$ 3.50	\$ 0.90
303B	Clean, dry and treat carpets to prevent mold or mildew (greater than 800 sq. ft.)	per sq. ft.	\$ 3.00	\$ 0.60
304	Set up and rental of air scrubbing device (2,000 CFM unit)	per day	\$ 45.00	\$ 60.00
Section 300 Total			\$ 65.00	\$ 75.90

For any site requested by North East ISD, the contractor proposes the following unit prices for removal and disposal of lead containing materials. Contractor overhead and profit are to be included in the following unit prices:

400A	Lead paint removal from piping or rails (less than or equal to 6" diameter pipe)	per lin. ft.	\$ 10.00	\$ 15.00
400B	Lead paint removal from piping or rails (greater than 6" diameter pipe)	per lin. ft.	\$ 10.50	\$ 18.00
401A	Lead paint removal from flat metal surfaces (less than or equal to 700 sq. ft.)	per sq. ft.	\$ 10.00	\$ 12.00
401B	Lead paint removal from flat metal surfaces (greater than 700 sq. ft.)	per sq. ft.	\$ 9.00	\$ 12.00
402A	Lead paint removal from flat wood surfaces (less than or equal to 700 sq. ft.)	per sq. ft.	\$ 12.00	\$ 12.60
402B	Lead paint removal from flat wood surfaces (greater than 700 sq. ft.)	per sq. ft.	\$ 10.00	\$ 12.60

403	Lead contaminated soil remediation	per sq. ft.	\$ 20.00	\$ 9.60
404	Lead cleanup	per sq. ft.	\$ 5.50	\$ 2.70
Section 400 Total			\$ 87.00	\$ 94.50
<p>For any site requested by North East ISD, the contractor proposes the following unit prices for removal and disposal of hazardous materials. Contractor overhead and profit are to be included in the following unit prices:</p>				
500	Remove lights, separate and properly dispose of PCB ballasts	per light	\$ 55.00	\$ 14.40
501	Separate and dispose of PCB ballasts from lights dropped by others	per light	\$ 40.00	\$ 10.80
502	Dispose of PCB ballasts drummed by others (approx. 200 ballasts per drum)	per drum	\$ 4,160.00	\$ 1,195.00
503	Dispose of PCB contaminated light fixtures	per light	\$ 650.00	\$ 18.00
504	Delivery charge to deliver empty 55 gal. drums	per delivery	\$ 10.00	\$ 240.00
505	Supply empty 55 gal. drums for PCB ballast disposal	per drum	\$ 75.00	\$ 45.60
506	Mercury spill cleanup	per pound	\$ 7.00	\$ 120.00
507	Transportation and disposal of mercury waste	per pound	\$ 45.00	\$ 600.00
508	Acid spill cleanup	per sq. ft.	\$ 8.00	\$ 120.00
509	Transportation and disposal of acid waste	per lab pack	\$ 1,250.00	\$ 600.00
Section 500 Total			\$ 6,300.00	\$ 2,963.80



NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: May 9, 2022

Presenter: Anthony Mitchell
Garrett Sullivan,
Executive Director,
CM&E

Subject: Professional Services Contracts, Construction Contracts, and
Related Contract Amendments Supporting the 282 ESSER-III
Program Funds Design and Construction Requirements

Related Page(s): Attachment

CONSENT ITEM

BACKGROUND INFORMATION

The Texas Education Agency approved the District's request for use of 282 ESSER-III Program funds in support of HVAC upgrades projects on Oct. 2, 2021. 282 ESSER-III projects require supporting professional services contracts to perform: (1) architectural services; (2) mechanical-electrical-plumbing, structural, and civil engineering services; (3) technology services; (4) geotechnical investigations; (5) material testing services; (6) test-balance-commissioning services; and (7) post-construction/warranty services.

ADMINISTRATIVE CONSIDERATION

These professional services contracts, construction contracts, and related contract amendments support the development and construction of approved projects included in the 282 ESSER-III program funded requirements. Contracts and contract amendments exceeding \$50,000.00 in value must be approved by the Board of Trustees.

BUDGETARY CONSIDERATION

Funding for these professional services contracts, construction contracts, and related contract amendments are included in the 282 ESSER-III funded programs.

ADMINISTRATIVE RECOMMENDATION

It is recommended for the Board of Trustees to approve the Professional Services Contracts, Construction Contracts, and Related Contract Amendments in support of the 282 ESSER-III program funded requirements (see Attachment). It is further recommended for the Board of Trustees to grant the Superintendent, the Chief Operations Officer, and the Executive Director of Construction Management and Engineering authority to execute the contracts.

BOARD ACTION REQUIRED

Approval/Disapproval

ATTACHMENT

PROFESSIONAL SERVICES CONTRACTS, CONSTRUCTION CONTRACTS, AND RELATED CONTRACT AMENDMENTS 282 ESSER-III Funded Program - May 9, 2022

Program	Project	Consultant or Construction Contract Award Date	Bid Description	Professional Services Consulting Firm or General Contractor or Service Vendor	Original Contract Value (Board Award)	Current Contract Value	Contract Amendment	New Contract Value
282 ESSER-III Program	District Pre-K Academy at West Avenue Unit Ventilator and Window Replacement Project # E21.01	9-May-22	Material Testing Services	Terracon Consultants	\$ 3,685.00	\$ 3,685.00	\$ -	\$ 3,685.00
282 ESSER-III Program	Madison HS Central Energy Plant Chiller Replacement Project E21.02	14-Mar-22	Change Order #1 - Bid Alternate #5 Secondary Pumps & Accessories	Marksmen General Contractors	\$ 2,925,000.00	\$ 2,925,000.00	\$ 189,600.00	\$ 3,114,600.00
282 ESSER-III Program	Madison HS Central Energy Plant Chiller Replacement Project E21.02	9-May-22	Material Testing Services	Raba-Kistner Consultants	\$ 16,750.00	\$ 16,750.00	\$ -	\$ 16,750.00
282 ESSER-III Program	Madison HS Central Energy Plant Chiller Replacement Project E21.02	9-May-22	Test, Balance, and Commissioning Services	Energy, Test & Balance, Inc.	\$ 58,028.00	\$ 58,028.00	\$ -	\$ 58,028.00 67
282 ESSER-III Program	District Unit Ventilator and Energy Recovery Unit Replacement Project Bid Package A Project E21.05A	9-May-22	Test, Balance, and Commissioning Services	Engineered Air Balance	\$ 138,590.00	\$ 138,590.00	\$ -	\$ 138,590.00
282 ESSER-III Program	District Unit Ventilator and Energy Recovery Unit Replacement Project Bid Package B Project E21.05B	9-May-22	Test, Balance, and Commissioning Services	Engineered Air Balance	\$ 157,300.00	\$ 157,300.00	\$ -	\$ 157,300.00
282 ESSER-III Program	District Unit Ventilator and Energy Recovery Unit Replacement Project Bid Package C Project E21.05C	9-May-22	Test, Balance, and Commissioning Services	Energy, Test & Balance, Inc.	\$ 150,000.00	\$ 150,000.00	\$ -	\$ 150,000.00
		Elementary and Secondary School Emergency Relief III - 282 Program Funds Contract Adjustments (This Period)			\$ 3,449,353.00	\$ 3,449,353.00	\$ 189,600.00	\$ 3,638,953.00