

Regular Meeting
Monday, April 8, 2024 5:30 PM

GISD Administrative Board Room
1615 St Lawrence St.
P O Box 157
Gonzales, Texas 78629

Agenda

1. Call to Order
Presenter: Board President
 - 1.A. Roll Call
Presenter: Board President
 - 1.B. Invocation:
Presenter: D'Anna Robinson
 - 1.C. Pledge:
Presenter: Gloria Torres
 - 1.D. Mission Statement:
Presenter: Ashley Molina

2. Public Comments
Presenter: Board President
3. Recognitions

Presenter: Dr. Elmer Avellaneda, Superintendent of Schools; Joey Rivera, Athletic Director; Veronica Johannsen, Chief of Administration, Communications, and Safety

4. New Business/Action Items
 - 4.A. Consent Agenda

Discuss and Consider Action to approve the Consent Agenda

Presenter: Dr. Elmer Avellaneda, Superintendent of Schools

4.A.1. Minutes of Meetings:

4.A.2. Budget Amendments:

- 4.B. Discuss and Consider Action Regarding Resolution Authorizing the Sale of Real Property, Including Possible Approval of the Purchase-Sales Agreement with C3 Investments, LLC, Pursuant to Texas Local Government Code Section 272.001(a) for the Surface and Only Improvements on the Following Property: (1) Tract 1:9.18 Tract or Parcel of Land Situated in The Town of Gonzales, Abstract 25 Gonzales County, Texas, And Being Out of and a Part of Lot No. (4), in Range No. Six (6), East of Water Street in the Original Outer Town of Gonzales According to the Map or Plat of Said Original Outer Town of Gonzales Which is Not of Record in The County Clerk's Office and Being a Resurvey of All of That Certain Tract as Described in a Special Warranty Deed from Orline Iley, Individually and as Independent Executrix of the Estate of G.R. Iley, Karen Sue Marrou Joined Pro Forma by her husband, Tommy A Marrou, and Regina Lea Durrett (a/k/a Regina Lea Brown) joined Pro Forma by her husband, Bob Durrett to Nelda Rae Taylor and George R. Iley, Jr. Described as Part of Lot 4, Range 6, East of Water Street in the Outer Town of Gonzales Being of Record in Volume 872, Pages 765-768 of the Official Records of Gonzales County Texas and Also the Same Tract as Described in a Special Warranty Deed from Nelda Rae Taylor an Undivided One-half Interest in Part of Lot 4, Range 6, east of Water Street in the Outer Town of Gonzales Being of Record in Volume 872, Pages 773-774 of the Gonzales County Official Records, Herein After Called Parent Tract, Less and Except, Part Found to be within the Limits of Robertson Street, Dallas Street, Seydler Street (State Highway No. 970 and Hackberry, Said 9.18 Acre Tract is Herein Described by Metes and Bounds with Bearing Basis Being Between 5/8" Iron Rods Found at the Northwest and Northeast Corners of the South 1/2

of Block No. Nine (9) of the Davidson Hill Addition Being of Record in Plat Cabinet Slide 2A of the Gonzales County Plat Records; and (2) Tract 2: Being all that certain lot or parcel of land, lying and being situated in Gonzales County, Texas, within the Corporate Limits of the City of Gonzales, being ALL OF Lots No.1,2,3,4, and 5 of Blocks No. 8 and 9, of DAVIDSON HILL ADDITION, an addition to the Page 2 of 36 Town of Gonzales, according to the map or plat of said City of Gonzales and being the same lots described in the certain deed dated November 14, 2007, executed by Karen Sue Marrou, to George R. Iley, Jr., recorded in Volume 973, Page 29, of the Official Records of Gonzales County, Texas, an addition to the Town of Gonzales, together with any and all improvements to the property.

Presenter: Amanda Smith, Chief Financial Officer

- 4.C. Discuss and Consider Action to Approve the Date for the Public Meeting on the 2024-25 Proposed Budget and Tax Rate

Presenter: Amanda Smith, Chief Financial Officer; Dr. Elmer Avellaneda, Superintendent of Schools

- 4.D. Discuss and Consider Action to approve the Board Resolution for Justice Assistance Grant

Presenter: Greg Brooks, GISD Chief of Police; Dr. Elmer Avellaneda, Superintendent of Schools

- 4.E. Discuss and Consider Action to Approve the Resolution for Bullet-Resistant Shield Grant

Presenter: Greg Brooks, GISD Chief of Police

5. Reports

- 5.A. Financial & Quarterly Investment Report

Presenter: Amanda Smith, Chief Financial Officer; Dr. Elmer Avellaneda, Superintendent of Schools

- 5.B. Board Members Continuing Education Credits/SBOE Framework for School Board Development Record

Presenter: Dr. Elmer Avellaneda, Superintendent of Schools; Ross Hendershot, Board President

- 5.C. Superintendent Reports

Presenter: Dr. Elmer Avellaneda, Superintendent of Schools

6. Board Business

- 6.A. Board Correspondence

- 6.B. Dates of Interest

7. Adjourn to Closed session: Under Texas Government Code Chapter 551, The board will recess this open session and convene in a closed meeting to discuss items on the agenda. The board may conveniently meet in such a closed or executive session or meeting, concerning any and all subjects and for any and all purposes permitted by Texas government code chapter 551:

Presenter: Board President

- 7.A. Personnel

8. Reconvene to Open Meeting: The Board will take appropriate action on items, if necessary, as discussed in Closed Session

Presenter: Board President

9. Adjourn



Board of Trustees

Ross Hendershot, III
President

Justin Schwausch
Vice President

Josie Smith-Wright
Secretary

Sandra Gorden

D'Anna Robinson

Ashley Molina

Gloria Torres

GISD School Board Agenda Information Sheet
April 8, 2024

SUBJECT: Public Comments

RATIONAL SUMMARY:

The next item on the agenda is public comment. Before we begin, I will remind our audience members of the Board's procedures for handling public comments. The public comment portion of our meeting is available to members of the public who wish to address a meeting item on tonight's agenda or other matter pertaining to Gonzales ISD.

Anyone who wants to speak during public comment must sign in before the start of the meeting and list the agenda item they want to discuss. Each public comment speaker will be allowed a maximum of 5 minutes to address the Board. If necessary for effective meeting management, or to accommodate large numbers of individuals wishing to address the Board, we may shorten the time for each individual wishing to present comments. The public comment portion of the meeting will allow all speakers who have signed up before the start of the meeting to address the Board regarding an item on tonight's agenda. Persons requiring a translator will be given additional time.

Please keep your comments or criticisms civil and courteous. Please also avoid using profanity during your opportunity to speak. Last, we ask that you not discuss students who are not your child.

If a speaker is seeking Board resolution of a specific complaint, that concern should be addressed through the District's grievance process. District policy DGBA has been established for addressing employee complaints, policy FNG is the avenue for filing parent complaints, and policy GF address community member complaints. Grievance forms can be obtained at any campus administration office, or in the central administration offices.


**GROWING
GREATNESS**

 **ur Students.  ur Future.**



Board of Trustees

Ross Hendershot, III
President

Justin Schwausch
Vice President

Sandra Gorden

Josie Smith-Wright-
Secretary

Gloria Torres

D'Anna Robinson

Ashley Molina

GISD School Board Agenda Information Sheet
April 08, 2024

RECOGNITION

Subject: Student and Staff Recognitions

ADMINISTRATOR RESPONSIBLE: Dr. Elmer Avellaneda, Superintendent of Schools, and Joey Rivera, Athletic Director

RATIONAL SUMMARY: Recognitions are as follows:

Student Recognitions:

State Powerlifters

Boys

Kaden Deleon 11th place 165 Class

Landon Holub 6th place 275 Class

Omar Borjon 4th place 308 Class

Jessiah Barr 1st Place 148 Class

Girls

Shelby Borjon 7th place 181 class

Madison Sampleton 2nd place 220 class

Staff Recognitions:

Saul Hinojosa- Girl's Powerlifting

Keith Cubit- Boy's Powerlifting



Board of Trustees

Ross Hendershot, III
President

Justin Schwausch
Vice President

Sandra Gorden

Josie Smith-Wright-
Secretary

Gloria Torres

D'Anna Robinson

Ashley Molina

GISD School Board Agenda Information Sheet
April 08, 2024

RECOGNITION

Subject: Student and Staff Recognitions

ADMINISTRATOR RESPONSIBLE: Veronica Johannsen, Chief of Administration,
Communications, and Safety

RATIONAL SUMMARY:

Student Recognitions:

Eva Moreno, 12th Grade Student at Gonzales High School

Staff Recognitions:

Charles Harris, Gonzales High School Teacher



Board of Trustees

Ross Hendershot, III
President

Justin Schwausch
Vice President

Sandra Gorden

Josie Smith-Wright-
Secretary

Gloria Torres

D'Anna Robinson

Ashley Molina

GISD School Board Agenda Information Sheet
April 08, 2024

RECOGNITION

Subject: Student Recognitions

ADMINISTRATOR RESPONSIBLE: Veronica Johannsen, Chief of Administration, Communication, and Safety, and Dwayne Maly, Victoria College

RATIONAL SUMMARY: All the students have completed NCCER Core Curriculum and have earned that certificate.

Student Recognitions:

Electrical Level 1:

- Jw L. Eldgridge
- Mia S. Guerra
- Bryant C. Johnson
- Alejandro N. Ramon
- Syrenity S. Smith
- Plaxico M. Vasquez
- Hagen W. Brown
- Jonathan E. Dickinson
- Chet Gold
- Ian C. Harborth
- Joshua Paredes
- Leonel J. Tinajero

Plumbing Level:

- Caleb Almaguer
- Manuel Alvarado
- Anthony V. Castro
- Carlos Eduardo Garcia
- Carlos Fabian Garcia
- Youahi Huerta
- Marcus Lampkin
- Emiliano X. Lopez
- Julio Martinez
- Fabian Ortiz
- Enrique J. Reyna
- Kevin A. Reyna
- Bryan Silva



Board of Trustees

Ross Hendershot, III
President

Justin Schwausch
Vice President

Sandra Gorden

Josie Smith-Wright-
Secretary

Gloria Torres

D'Anna Robinson

Ashley Molina

GISD School Board Agenda Information Sheet
April 08, 2024

RECOGNITION

Subject: Staff Recognitions

ADMINISTRATOR RESPONSIBLE: Dr. Elmer Avellaneda, Superintendent of Schools, and Veronica Johannsen, Chief of Administration, Communications and Safety

RATIONAL SUMMARY: Gonzales ISD Finance Dept. has earned a Transparency Stars Award in the area of Debt Obligations from the Texas Comptroller of Public Accounts.

April 2, 2024

Ms. Amanda Smith
CFO
Gonzales Independent School District
1615 Saint Louis St
Gonzales, Texas 78629

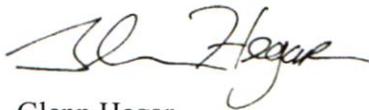
Dear Ms. Smith:

I am pleased to inform you that Gonzales ISD has earned a Transparency Stars Award in the area of Debt Obligations. Our website now displays your award status and the link you submitted in your application. Enclosed is your Transparency Stars Award Certificate. You will also receive a digital Transparency Stars seal you may post on your website.

Note that you are required to maintain and update your transparency content to retain your Star. Comptroller staff will perform regular checks of your site.

Congratulations on your success in demonstrating exemplary efforts toward financial transparency.

Sincerely,



Glenn Hegar

Enclosure





TRANSPARENCY STAR

THE TEXAS COMPTROLLER OF PUBLIC ACCOUNTS AWARDS THE

Debt Obligations Star
to Gonzales Independent School District

for exemplary financial transparency efforts. The Transparency Stars Program recognizes local government entities across Texas that attain a high standard of financial transparency online. These actions provide citizens with clear, consistent information about public spending and government accountability in user-friendly formats.



April 2, 2024



Board of Trustees

Ross Hendershot, III
President

Justin Schwausch
Vice President

Josie Smith-Wright
Secretary

Sandra Gorden

D'Anna Robinson

Ashley Molina

Gloria Torres

GISD School Board Agenda Information Sheet
April 8, 2024

ACTION ITEM

SUBJECT: Discuss and Consider Action to Approve the Consent Agenda

ADMINISTRATOR RESPONSIBLE: Dr. Elmer Avellaneda, Superintendent of Schools

RATIONAL SUMMARY:

A. Meeting Minutes: March 4, 2024-Regular Meeting
March 25, 2024- Special Meeting

B. Budget Amendments:

SUPERINTENDENT'S RECOMMENDATION: APPROVE

MOTION: *I move that the Board approve the consent agenda, as presented.*

**GROWING
GREATNESS**

Our Students. Our Future.

Minutes
Monday, March 4, 2024
Regular Board Meeting at 5:30 P.M.
Location of Meeting: GISD Administrative Board Room, 1615 St Lawrence St.
Gonzales, Texas 78629

Board Members Present: Ross Hendershot, III, President
Justin Schwausch, Vice President
Josie Smith-Wright, Secretary
D'Anna Robinson
Ashley Molina
Gloria Torres
Sandra Gorden

Board Member Absent: Justin Schwausch

Item #1. Call to Order

The Board of Trustees of the Gonzales Independent School District met on Monday, March 4, 2024, at the Administrative Office Board Room, Gonzales, Texas. President, Ross Hendershot, III called the meeting to order at 5:30 P.M.

A quorum was declared with 6 members present.

Invocation, Pledge, Mission Statement

Josie Smith-Wright gave the Invocation, Sandra Gorden led the Pledge to the Flag, and Gloria Torres read the Mission Statement.

Item #2: Public Comments: There was one public comment. The CTE Dept (Jennifer Ervin) gave the school board members a token of appreciation for their support to the CTE Dept. Ms. Ervin explained what the National Technical Honor Society is and the qualifications.

Item #3: New Business/Action Items:

A. **Discuss and Consider Action to Approve the Consent Agenda**

1. Budget Amendments
2. Minutes: February 12, 2024- Regular Board Meeting
February 19, 2024- Special Meeting

Amanda Smith, Chief Financial Officer, reviewed the budget amendments.

General Fund:

- Increase Function 36 by \$11,698: Unfulfilled 2022-23 Commitment (Flames field uniforms)
- Increase Other Local Sources & Function 61 by \$2,600 each: \$500 donations from Gonzales Rotary Club, Christian Kids, Noon Lions Club, Greg & Kris McClain; \$300 donations from Episcopal Church & Mayor Steve Sucher – for special prom family engagement event
- Increase Other Local Sources & Function 13 by \$6k each: Sell of buses & utilization of proceeds toward the purchase of a new staff development vehicle

Food Service Fund:

- Account for Rounds 3 & 4 of the Supply Chain Assistance Grant Funding

Debt Service Fund:

- Amend budget to account for the 2015A bond defeasance

Mr. Hendershot made a motion, with a second from D'Anna Robinson, to approve the consent agenda, as presented.

The motion carried 6/0.

B. **Discuss and Consider Action to Approve Representatives for Lone Star Investment Pool**

Amanda Smith presented to the board the need to update the authorized representatives at the district's investment pool due to a personnel change that has happened recently in the financial services department. The required form was attached in Board Book for review.

The shift can only be granted by the board and is done by approving the resolution included with this action item.

The only changes are 1) to add Bianca Garcia to the list of authorized users with view-only access (the outgoing employee had already been removed via a different form that did not require board approval) and 2) update the title for Presleigh Zella.

Josie Smith-Wright made a motion, with a second from Sandra Gorden to approve the authorized representatives add form, as presented.

The motion carried 6/0.

C. **Discuss and Consider Action to Set the Pre-Kindergarten Tuition Rate for the 2024-25 School Year**

Amanda Smith presented to the board the Pre-Kindergarten recommended tuition rate for the 2024-25 School Year.

The financial services dept surveys all surrounding entities in the community that offer similar services.

Each year, the tuition rate must be approved by the Commissioner of Education and cannot exceed a proposed rate published annually by TEA. TEA tuition rates for 2024-25 have not yet been released (anticipated release date June 2024); however, the 2023-24 tuition rate is available and is \$7,559.

The administration recommended submitting a rate of \$5,150 to the Commissioner. This would be no change from the current 2023-24 rate. This will be the 4th year of the program but the 3rd offering the same rate if approved as-is. Due to the decrease in the annual operating days, this would increase the daily rate by \$0.56 from the 2022-23 year. Compared to other entities and surrounding schools (namely Floresville and Spring Branch ISDs) who also offer tuition-based Prek programs the average of those rates is a difference of \$1.00.

Ms. Gorden made a motion, with a second from Josie Smith-Wright, to set the tuition rate for the tuition-based prekindergarten program at \$5,150 for the 2024-25 school year pending approval from the Commissioner of Education, as presented.

The motion carried 6/0

D. **Gonzales ISD Local Board Policy FFAA (Local) A-1 Update 114 Amendment**

Joey Rivera, Director of Athletics, and Jeremy Philips, Athletic Trainer, went before the board to seek approval of an amendment to Local District Policy FFAA(Local) A-1 Update 114 regarding Required Medical Clearance to participate in University Interscholastic League (UIL) programs and other District extracurricular programs identified by the Superintendent. This amendment will change the current policy of a Physical Examination form being completed prior to junior high participation and again before the first and third years of high school participation to an annual physical examination.

Surrounding school districts have moved to annual physical examinations.

Sievers Medical Clinic does host a free physical clinic.

Ashley Molina made a motion, with a second from Gloria Torres, to approve the amendment to Local District Policy FFA(Local) A-1 Update 114 as presented.

The motion carried 6/0.

Item#4 Reports:

A. **Bond Series 2024 Financing Plan and Schedule of Events**

Amanda Smith presented a financing plan and schedule of events for the upcoming bond sale (“Series 2024”) associated with the November 2023 bond election that had been prepared by the district’s financial advisor and included with this agenda item.

As indicated on the aforementioned schedule, the bond sale is tentatively scheduled for May 13, 2024. The next associated action item will be that same day.

B. **Financial Report**

The Financial Report was presented by Amanda Smith, CFO.

C. **Superintendent Reports**

Presented by Superintendent, Dr. Elmer Avellaneda.

There were not items shared.

Item#6 Board Business:

Board Correspondence: No Correspondence

Dates of Interest:

March 22, 2024	CTE Design/Advisory Committee to visit North Side ISD Construction Careers Academy
March 29, 2024	Good Friday
March 31, 2024	Easter

Item #7 Adjourn

There being no further business, President Hendershot adjourned the meeting at 5:58 P.M.

Ross Hendershot, III, President
Board of Trustees

Josie Smith-Wright, Secretary
Board of Trustees

Minutes
Monday, March 25, 2024
Special Board Meeting at 5:30 P.M.
Location of Meeting: GISD Administrative Board Room, 1615 St Lawrence St.
Gonzales, Texas 78629

Board Members Present: Ross Hendershot, III, President
Justin Schwausch, Vice President
Josie Smith-Wright, Secretary
D'Anna Robinson
Ashley Molina
Gloria Torres
Sandra Gorden

Board Member Absent:

Item #1. Call to Order

The Board of Trustees of the Gonzales Independent School District met Monday, March 25, 2024, at the Administrative Office Board Room, Gonzales, Texas. President, Ross Hendershot, III called the meeting to order at 5:30 P.M.

A quorum was declared with 7 members present.

Invocation, Pledge, Mission Statement

Gloria Torres gave the Invocation, Justin Schwausch led the Pledge to the Flag, and Josie Smith-Wright read the Mission Statement.

Item #2: Public Comments: There were no public comments.

Item #3: Recognitions: Student and Staff Recognitions

Item #4: New Business/Action Items:

A. **Discuss and Consider Action to Approve the Serving Line Purchase for Gonzales Elementary School**

Amanda Smith Chief Financial Officer, went before the board to seek approval to upgrade the serving line at Gonzales Elementary School.

Board Policy CH (Local) requires that any single purchase of \$75,000 or higher be authorized by the board.

Following receipt of a grant award, administration solicited and received four responses to a request for proposals on a turnkey project to replace the serving line in the GE cafeteria. The ranking sheet and recommended vendor's pricing information has been included for reference.

- The current serving line is old and it has been experiencing issues for several years now.
- The current serving line used for K-2 right now was initially designed for 3-5 grade. The height on the counter is higher than the height of the ideal K-2nd grader. A new model will still support 5th grade if needed for summer school.
- A grade level has been added so we need room for more than one cashier
- Extra heaters will be added to the new serving line which is necessary due to more meals being served. LED lighting that can be changed to different colors depending on the season/event. The serving line would be waterless. The current serving line uses water which is poured at the bottom of the steamer each day. The waterless serving line would be better for longevity and safety reasons.

Ashley Molina made a motion, with a second from Josie Smith-Wright, to purchase from Mission Restaurant Supply, as presented.

The motion carried 7/0.

B. **Discuss and Consider Action to Approve the Purchase of District-Wide Cell Boosters**

Erin LaBuhn,, Executive Director of Federal and State Programs, went before the board to request the purchase of District-Wide Cell Boosters.

As a component of the Texas Education Agency School Safety Compliance Requirements (19 TAC 61.1031), Gonzales ISD has procured a quote from Victoria Communications in order to install Wilson Cell Boosters on all campuses as well as the Administration Building. The purpose of the installment of the cell boosters is to ensure reliable and accessible communication for first responders, staff, and students.

This purchase requires board action since the total cost exceeds \$75,000.

The cost of this total purchase has been allocated in the Safety and Facilities Enhancement Grant (SAFE).

Josie Smith-Wright made a motion, with a second from Justin Schwausch to approve the purchase as presented.

The motion carried 7/0.

- C. Discuss and Consider Action, Including Consideration of a Resolution on Bid(s) Received for the Sale of the Surface Only of Real Property, Regarding the Sale of a Portion of the Approximately 11-Acre Property Located on Robertson Street Described As (1) Tract 1:9.18 Tract or Parcel of Land Situated in The Town of Gonzales, Abstract 25 Gonzales County, Texas, And Being Out of and a Part of Lot No. (4), in Range No. Six (6), East of Water Street in the Original Outer Town of Gonzales According to the Map or Plat of Said Original Outer Town of Gonzales Which is Not of Record in The County Clerk's Office and Being a Resurvey of All of That Certain Tract as Described in a Special Warranty Deed from Orline Iley, Individuall and as Independent Executrix of the Estate of G.R. Iley, Karen Sue Marrou Joined Pro Forma by her husband, Tommy A Marrou, and Regina Lea Durrett (a/k/a Regina Lea Brown) joined Pro Forma by her husband, Bob Durrett to Nelda Rae Taylor and George R. Iley, Jr. Descried as Part of Lot 4, Range 6, East of Water Street in the Outer Town of Gonzales Being of Record in Volume 872, Pages 765-768 of the Official Records of Gonzales County Texas and Also the Same Tract as Described in a Special Warranty Deed from Nelda Rae Taylor an Undivided One-half Interest in Part of Lot 4, Range 6, east of Water Street in the Outer Town of Gonzales Being of Record in Volume 872, Pages 773-774 of the Gonzales County Official Records, Herein After Called Parent Tract, Less and Except, Part Found to be within the Limits of Robertson Street, Dallas Street, Seydler Street (State Highway No. 970 and Hackberry, Said 9.18 Acre Tract is Herein Described by Metes and Bounds with Bearing Basis Being Between 5/8" Iron Rods Found at the Northwest and Northeast Corners of the South 1/2 of Block No. Nine (9) of the Dividson Hill Addition Being of Record in Plat Cabinet Slide 2A of the Gonzales County Plat Records; and (2) Tract 2: Being all that certain lot or parcel of land, lying and being situated in Gonzales County, Texas, within the Corporate Limits of the City of Gonzales, being ALL OF Lots No.1,2,3,4, and 5 of Blocks No. 8 and 9, of DAVIDSON HILL ADDITION, an addition to the Page 2 of 36 Town of Gonzales, according to the map or plat of said City of Gonzales and being the same lots described in the certain deed dated November 14, 2007, executed by Karen Sue Marrou, to George R. Iley, Jr., recorded in Volume 973, Page 29, of the Official Records of Gonzales County, Texas, an addition to the Town of Gonzales, together with any and all improvements to the property.

This property was first put on sale in the Fall of 2017. Since then we have conducted a formal solicitation for proposals on 2 different occasions. This time we received on response in the amount of \$170,000 from C3 Investments LLC from Columbia, TN. The contact person on the offer is listed as Chadd Cooper.

If the proposal is accepted our legal team advised that a resolution be approved which will authorize Dr. A to negotiate.

Ms. Smith-Wright asked what the appraisal value of the property was but the amount wasn't available.

Mr. Green who was in the audience was the bidder to the property. He shared that the use of the property would be to build affordable housing which would be a home under \$200,000 (2 bedrooms, 1 bath). With possibly 50 houses which could bring the district possibly \$50-60,000 in tax income.

We have currently spent \$260,000 on the land.

Dr. A asked if the houses could be saved for staff to purchase or to rent. Mr. Green said no to renting.

Mr. Hendershot asked that we reword the resolution and revise it and bring it back to another board meeting.

Mr. Hendershot made a motion, that the board of trustees consider the resolution that allows Dr. Avellaneda to negotiate the deed restrictions as well as the price of the sale of the property located off of Robertson and Seydler Street, with a second from Ashley Molina.

The motion carried 7/0

D. **Discuss and Consider Action to Approve the revisions to the 2023-2024 District Compensation Plan**

Amanda Smith presented to the board the recommendation to revise the 2023-2024 District Compensation Plan to increase the hourly rate for teachers who are working the afterschool and Saturday School Tutorial Intervention Program at North Avenue. This would be a one-time change to support this program. After School Tutoring teachers would receive \$50.00/hr and Saturday School Teachers would receive \$200 per day. The reason for the tutoring program is to prepare students academically for the upcoming State Standardized Testing. Administration requested the board authorize the rate change for the duration of the program, which began prior to the board meeting date.

The first Saturday there were 100 students. Dr. A stated that the number would increase due to there being a field Trip for the ACE Program and students attending that. On Mondays and Wednesdays there have been around 40-50 students attend. 7-9 teachers help during the week and Saturday between 8-12. Dr. A stated that this program was being paid for out of his Superintendent Contingency so no budget amendment was needed.

Mrs. Torres asked if this program was taking away from students attending the ACE program. Dr. A stated no that he was just trying to get the students prepared for testing.

Ms. Smith-Wright asked if ACE tutored for STAAR and questioned the \$200 per Saturday.

It would be a total of three Saturdays.

On next year's Compensation Plan this will no longer be a line item.

Board members stressed that we coordinate the tutoring with the ACE program to save the district money.

Mr. Schwausch made a motion, with a second from Gloria Torres to approve the revisions to the 2023-2024 District Compensation Plan as presented.

The motion carried 6/1

Ms. Smith-Wright opposed.

Item #5 Report Items:

A. 2023 Bond Program Monthly Update by Education Service Center Region 13/Sledge Engineering.

Item #7 Adjourn to Closed Session:

Under Texas Government Section [551.071](#) (Consultation with Attorney), Code Section [551.072](#) (Deliberation Regarding Real Property), [551.73](#) Deliberation Regarding Prospective Gift, Texas Government Code Section [551.074](#), (Personnel, to deliberate regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee), Texas Government Code Section [551.076](#) (Deliberation regarding implementation of Security, personnel or devices) and Section [551.082](#): School Children; School District Employees; Disciplinary Matter or Complaint, Section [551.083](#): Certain School Boards; Meeting Regarding Consultation with Representative of Employee Group, Section [551.084](#): Investigation; Exclusion of witnesses from a hearing.

The board went into a closed session at 6:25 P.M.

Item #8 Reconvene to Open Meeting:

The Board will take appropriate action on items, if necessary, as discussed in the Closed Session. The board returned to an open session at 8:30 P.M.

Ms. Smith Wright made a motion, with a second from Sandra Gorden to approve Teacher contracts as presented.

The motion carried 7/0

Ms. Smith Wright made a motion, with a second from D'Anna Robinson to Approve Administrator contracts with amendments discussed.

The motion carried 7/0

Item #9 Adjourn

There being no further business, President Hendershot adjourned the meeting at 8:31 P.M.

Ross Hendershot, III, President
Board of Trustees

Josie Smith-Wright, Secretary
Board of Trustees

**2023-24 Proposed Budget Revision
General Operating Fund
Regular Board Meeting - April 8, 2024**

	<u>Current Budget</u>	<u>Proposed Amendment</u>	<u>Proposed Revised Budget</u>
REVENUES			
5700 Local Property Taxes	20,030,181		20,030,181
5700 Other Local Sources	951,284	3,800	955,084
5800 State Revenues	8,069,636		8,069,636
5900 Federal Sources	896,139		896,139
TOTAL REVENUES	29,947,240	3,800	29,951,040
EXPENDITURES			
0011 Instruction	16,404,419	(7,000)	16,397,419
0012 Instructional Resources & Media Services	312,710		312,710
0013 Curriculum & Staff Development	575,394		575,394
0021 Instructional Leadership	524,292		524,292
0023 School Leadership	1,858,791		1,858,791
0031 Guidance, Counseling, & Evaluation	937,188		937,188
0032 Social Work Services	78,345		78,345
0033 Health Services	412,113		412,113
0034 Student Transportation	1,444,811		1,444,811
0035 Food Services	15,000		15,000
0036 Co-Curricular/Extra-Curricular Activities	1,308,320	100	1,308,420
0041 General Administration	2,003,953		2,003,953
0051 Plant Maintenance and Operations	4,594,521		4,594,521
0052 Security & Monitoring Services	958,344	10,000	968,344
0053 Data Processing Services	1,251,677		1,251,677
0061 Community Services	13,650	700	14,350
0071 Debt Services	751,496		751,496
0081 Facilities Acquisition & Instruction	88,640		88,640
0091 Contracted Inst Services Btw Public Schools	314,527		314,527
0099 Other Intergovernmental Charges	514,828		514,828
TOTAL EXPENDITURES	34,363,019	3,800	34,366,819
8911 Operational Transfer Out	500		500
NET ACTIVITY	(4,416,279)	0	(4,416,279)

Notes:

-Increase Other Local Sources & Function 61 by \$700 each: \$500 donation from First Evangelical Lutheran Church; \$200 donations from Snavely Forest Products, Inc. for Special Prom Family Engagement Event

-Move \$10k from Function 11 to Function 52: Underbudgeted payroll costs

-Increase Other Local Sources & Function 11 by \$3k each: Donations for Charter Buses for the ACE NASA Field Trip from SouthStar Bank (\$500) & GISD Education Foundation (\$2,500)

-Increase Other Local Sources & Function 36 by \$100 each: Donation from Pilot Club for Apache Olympics

*\$17,000 in Function 51 & \$73,910 in Function 81 are associated with the bond reimbursement resolution.



Board of Trustees

GISD School Board Agenda Information Sheet
April 8, 2024

Ross Hendershot III
President

ACTION ITEM

Justin Schwausch
Vice President

Josie Smith-Wright
Secretary

Sandra Gorden

Gloria Torres

D'Anna Robinson

Ashley Molina

SUBJECT: Discuss and Consider Action Consider and possible action regarding Resolution Authorizing the Sale of Real Property, including possible approval of the Purchase-Sales Agreement with C3 Investments, LLC, pursuant to Texas Local Government Code §272.001(a) for the surface and only improvements on the following property: (1) Tract 1: Being a 9.18 Tract or Parcel of Land Situated in The Town of Gonzales, Abstract 25 Gonzales County, Texas, And Being Out of and a Part of Lot No. Four (4), in Range No. Six (6), East of Water Street in the Original Outer Town of Gonzales According to the Map or Plat of Said Original Outer Town of Gonzales Which is Not of Record in the County Clerk's Office and Being a Resurvey of All of That Certain Tract as Described in a Special Warranty Deed from Orlene Iley, Individually and as Independent Executrix of The Estate of G.R. Iley, Karen Sue Marrou Joined Pro Forma by her husband, Tommy A. Marrou, and Regina Lea Durrett (a/k/a Regina Lea Brown) Joined Pro Forma by her husband, Bob Durrett to Nelda Rae Taylor and George R. Iley, Jr. Described as Part of Lot 4, Range 6, East of Water Street in the Outer Town of Gonzales Being of Record in Volume 872, Pages 765-768 of The Official Records of Gonzales County Texas and Also the Same Tract as Described in a Special Warranty Deed from Nelda Rae Taylor an Undivided One-Half Interest in Part of Lot 4, Range 6, east of Water Street in the Outer Town of Gonzales Being of Record in Volume 872, Pages 773-774 of the Gonzales County Official Records, Herein After Called Parent Tract, Less and Except, Part Found to be Within the Limits of Robertson Street, Dallas Street, Seydler Street (State Highway No. 97 and Hackberry, Said 9.18 Acre Tract is Herein Described by Metes and Bounds With Bearing Basis Being Between 5/8" Iron Rods Found at the Northwest and Northeast Corners of the South 1/2 of Block No. Nine (9) of The Davidson Hill Addition Being of Record in Plat Cabinet Slide 2A of The Gonzales County Plat Records; and, (2) Tract 2: Being all that certain lot or parcel of land, lying and being situated in Gonzales County, Texas, within the Corporate Limits of the City of Gonzales, being ALL OF Lots No. 1, 2, 3, 4, and 5 of Blocks No. 8 and 9, of DAVIDSON HILL ADDITION, an addition to the Town of Gonzales, according to the map or plat of said City of Gonzales and being the same lots described in that certain deed dated November 14, 2007, executed by Karen Sue Marrou, to George R. Iley, Jr., recorded in Volume 973, Page 29, of the Official Records of Gonzales County, Texas, an addition to the Town of Gonzales, together with any and all improvements to the property.

ADMINISTRATOR RESPONSIBLE: Amanda Smith, Chief Financial Officer; Dr. Elmer Avellaneda, Superintendent of Schools

RATIONAL SUMMARY: This is a follow-up to the action item from March 25, 2024. Since that time, price and deed restrictions have been negotiated as authorized. An amended resolution has been included for consideration.

ADMINISTRATION'S RECOMMENDATION: Approve

SAMPLE MOTION: "I move that the Board approve the Resolution Authorizing the Sale of Real Property pursuant to Texas Local Government Code §272.001(a) for the surface and only improvements for the properties more fully described in the Board's April 8, 2024 agenda Item #4.B to accept the offer from C3 Investments, LLC to purchase the property, which also included approval of the Real Estate Purchase and Sales Agreement as presented by Administration and authorizes the Superintendent and Board President to finalize the sale as more fully described in the proposed Resolution."



Our Students. Our Future.

**THE BOARD OF TRUSTEES OF
GONZALES INDEPENDENT SCHOOL DISTRICT
RESOLUTION AUTHORIZING THE SALE OF REAL PROPERTY**

WHEREAS, the Board of Trustees of the Gonzales Independent School District (“District”) has determined that the real property described below together with all improvements is surplus and is not necessary to meet the current and foreseeable needs of the District for educational purposes of the real property as more fully described in in **Exhibit A**, attached hereto (the “Property”).

WHEREAS, pursuant to Texas Local Government Code §272.001(a), notice to the general public of the offer of the land for sale or exchange has been or will be published in a newspaper as required by law;

WHEREAS, the District received one or more bids for the Property;

WHEREAS, C3 Investments, LLC submitted by Mr. Chadd Cooper has offered to pay Two Hundred Fifteen Thousand Dollars and No Cents (\$215,000.00) for the Property;

Be it Resolved, That:

1. The findings and recitals in the preamble of this Resolution are hereby found to be true and correct and are hereby approved and adopted.
2. The Board of Trustees approves the sale of the Property for Two Hundred Fifteen Thousand Dollars and No Cents (\$215,000.00) from C3 Investments, LLC submitted by Mr. Chadd Cooper.
3. The Board of Trustees also further approves the Real Estate Sales Agreement as presented by Administration at the April 8, 2024 meeting and authorizes the Superintendent and/or the Superintendent’s designee to execute a Real Estate Sales Agreement with C3 Investments, LLC as presented.
4. The Superintendent and/or Superintendent’s designee are individually authorized to tender any of the District’s costs of closing to the title company (if any) and to execute the documents necessary to effect the transaction (except for the Special Warranty Deed, which must be executed by the President of the Board of Trustees), including but not limited to executing any necessary paperwork to extend or shorten deadlines set out in the executed Real Estate Sales Agreement.
5. The Board of Trustees further authorizes the President of the Board of Trustees to execute the Special Warranty Deed and/or other documents necessary to affect the conveyance of the Property.

6. It is hereby found, determined and declared that sufficient written notice of the date, time, place and subject of the meeting of the Board of Trustees of the Gonzales Independent School District at which this Resolution was adopted was posted at a place convenient and readily accessible at all times to the general public for the time required by law preceding this meeting, as required by chapter 551, Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Resolution and the subject matter thereof has been discussed, considered and formally acted upon. The Board of Trustees further ratifies, approves and confirms such written notice and posting thereof.

By: _____
Mr. Ross Hendershot III, President, Board of Trustees
of the Gonzales Independent School District

ATTEST:

By: _____
Ms. Josie Smith-Wright, Secretary, Board of Trustees of the
Gonzales Independent School District

CERTIFICATE OF RESOLUTION

I hereby certify that this Resolution was presented to the Board of Trustees of the Gonzales Independent School District during a regularly scheduled meeting on April 8, 2024. A quorum of the Board of Trustees being then present, it was then duly moved and seconded that the resolution be adopted, and such resolution was then adopted according to the following vote:

Ayes: _____
Noes: _____
Abstentions: _____

To certify which, witness my hand and the official seal of the District on the 8th of April, 2024.

Mr. Ross Hendershot III, Board of Trustees of the
Gonzales Independent School District

THE STATE OF TEXAS }
 }
COUNTY OF GONZALES }

ACKNOWLEDGMENT

BEFORE ME, a Notary Public, on this day personally appeared Ross Hendershot III, known to me to be the person whose name is subscribed to the foregoing instrument, and having been sworn, upon his oath stated that he is the President of the Board of Trustees of the Gonzales Independent School District; that he was authorized to execute such instrument pursuant to Resolution of the Board of Trustees adopted on April 8, 2024; and that said instrument is executed as the free and voluntary act and deed of such governmental unit for the purposes expressed therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 8th day of April, 2024.

Notary Public, State of Texas

EXHIBIT A

The Property

The surface and any improvements on:

(1) Tract 1:

9.18 Tract or Parcel of Land Situated in The Town of Gonzales, Abstract 25 Gonzales County, Texas, And Being Out of and a Part of Lot No. Four (4), in Range No. Six (6), East of Water Street in the Original Outer Town of Gonzales According to the Map or Plat of Said Original Outer Town of Gonzales Which is Not of Record in the County Clerk's Office and Being a Resurvey of All of That Certain Tract as Described in a Special Warranty Deed from Orline Iley, Individually and as Independent Executrix of The Estate of G.R. Iley, Karen Sue Marrou Joined Pro Forma by her husband, Tommy A. Marrou, and Regina Lea Durrett (a/k/a Regina Lea Brown) Joined Pro Forma by her husband, Bob Durrett to Nelda Rae Taylor and George R. Iley, Jr. Described as Part of Lot 4, Range 6, East of Water Street in the Outer Town of Gonzales Being of Record in Volume 872, Pages 765-768 of The Official Records of Gonzales County Texas and Also the Same Tract as Described in a Special Warranty Deed from Nelda Rae Taylor an Undivided One-Half Interest in Part of Lot 4, Range 6, east of Water Street in the Outer Town of Gonzales Being of Record in Volume 872, Pages 773-774 of the Gonzales County Official Records, Herein After Called Parent Tract, Less and Except, Part Found to be Within the Limits of Robertson Street, Dallas Street, Seydler Street (State Highway No. 97 and Hackberry, Said 9.18 Acre Tract is Herein Described by Metes and Bounds With Bearing Basis Being Between 5/8" Iron Rods Found at the Northwest and Northeast Corners of the South 1/2 of Block No. Nine (9) of The Davidson Hill Addition Being of Record in Plat Cabinet Slide 2A of The Gonzales County Plat Records

and

(2) Tract 2:

Being all that certain lot or parcel of land, lying and being situated in Gonzales County, Texas, within the Corporate Limits of the City of Gonzales, being ALL OF Lots No. 1, 2, 3, 4, and 5 of Blocks No. 8 and 9, of DAVIDSON HILL ADDITION, an addition to the Town of Gonzales, according to the map or plat of said City of Gonzales and being the same lots described in that certain deed dated November 14, 2007, executed by Karen Sue Marrou, to George R. Iley, Jr., recorded in Volume 973, Page 29, of the Official Records of Gonzales County, Texas, an addition to the Town of Gonzales, together with any and all improvements to the property.

REAL ESTATE SALES CONTRACT

This Contract to buy and sell real property is between Seller and Buyer as identified below, and is effective on the date ("Effective Date") of the last of the signatures by Seller and Buyer as parties to this Contract.

SELLER: **BOARD OF TRUSTEES OF THE GONZALES INDEPENDENT SCHOOL DISTRICT**
("District")
1615 Saint Louis Street
P.O. Box 157
Gonzales, Texas 78629
Phone: 830.672.9551
Fax: 830.672.7159

Type of entity: Independent School District and political subdivision of the State of Texas

Seller's Attorney: Kelley L. Kalchthaler
WALSH GALLEGOS KYLE ROBINSON & ROALSON, P.C.
505 E. Huntland Dr., Suite 600
Austin, Texas 78752
Phone: 512.454.6864
Fax: 512.467.9318

BUYER: **C3 INVESTMENTS, LLC**
Address: 1205 Graymere Manor Road
Columbia, Tennessee 38401
4904 Haley Drive.
Flower Mound, Texas 75028-3147
Phone: 615.498.2700
Fax:

Buyer's Attorney: _____
Address: _____
Phone: _____
Fax: _____

Type of entity: A Limited Liability Company of the State of Texas

Property: All of the District's interest in the surface only and any improvements thereto described as being: 9.18 Tract or Parcel of Land Situated in The Town of Gonzales, Abstract 25 Gonzales County, Texas, and being more accurately described in Exhibit A.

Commented [KK1]: NOTE: Please have buyer confirm entity name and location. We looked up the company on the Texas Comptroller's Entity Search and it should be the mail address as this flower mound address and that this is listed under TX Taxpayer ID # 32065870209

The metes and bounds legal description shall be substituted as Exhibit A upon completion of the Survey, as further set forth below.

The parties acknowledge that the legal description contained in this Contract technically may be, or is, legally insufficient for the purposes of supporting an action for specific performance or other enforcement hereof. As such, the parties confirm to each other that notwithstanding the insufficiency, if any, they desire to proceed with the conveyance of the Property as contemplated by this Contract. Because the parties are desirous of executing this Contract, they agree that (a) they are experienced in transactions of the nature provided for in this Contract, (b) in fact, they are specifically familiar with the location of the Property, (c) each party waives any and all claims of an insufficient legal description in a cause of action for performance hereunder, and (d) upon the delivery of the Survey (defined below) to Buyer, the metes and bounds description of the Property prepared by the Surveyor in connection with the Survey will be the description of the Property for the purposes of this Contract. The parties agree that, upon Contract of the Parties as to the exact location of the Property and approval of the Survey by Buyer, this Contract will be deemed to be automatically amended to incorporate the metes and bounds description of the Property as prepared by the Surveyor in connection with the preparation of the Survey as an addition to Exhibit A.

Title Company: BURCHARD ABSTRACT COMPANY
403 St. George
Gonzales, Texas 78629
Phone: 830.672.8651
Fax: 830.672.8654

Purchase Price: TWO HUNDRED FIFTEEN THOUSAND DOLLARS AND NO/100 CENTS (\$215,000.00)

Earnest Money: FIVE THOUSAND DOLLARS NO/100 CENTS (\$5,000.00).

County for Performance: This Contract shall be performed in Gonzales County, Texas.

A. Deadlines and Other Dates

All deadlines in this Contract expire at 4:00 P.M., local time where the Property is located, on the day indicated. If a deadline falls on a Saturday, Sunday, or national holiday, the deadline will be extended to the next day that is not a Saturday, Sunday, or national holiday. A national holiday is a holiday designated by the federal government. Time is of the essence of this Contract.

1. **Earnest Money Deadline:** Earnest Money must be tendered with the Buyer's Bid for the property, and must be in the amount and form set forth above and in the Bid Package. The Earnest Money deposit of the bidder approved by the Board of Trustees shall be tendered to the Title Company within two (2) business days after the Effective Date.
2. **Delivery of Title Commitment:** twenty-one (21) days after the Effective Date.
3. **Delivery of Survey:** thirty (30) days after the Effective Date.
4. **Delivery of UCC Search:** not applicable.

5. **Delivery of legible copies of instruments referenced in the Title Commitment and Survey:** thirty (30) days after the Effective Date.
6. **Delivery of Title Objections:** ten (10) days after delivery of the Title Commitment, Survey, and legible copies of the instruments referenced in them.
7. **Delivery of Seller's Records specified in Exhibit C:** ten (10) days after the Effective Date.
8. **End of Inspection Period:** forty (40) days after the Effective Date.
9. **Closing Date:** forty-five (45) days after the Effective Date.
10. **Closing Time:** 2:00 p.m. unless otherwise agreed by Seller and Buyer.

B. Closing Documents

1. At closing, Seller will deliver the following items:
 - Special Warranty Deed in the form set forth in the Bid Package
 - Evidence of Seller's authority to close this transaction
 - Lien release, if any, as required herein
2. At closing, Buyer will deliver the following items:
 - Purchase price in cash or cash equivalent
 - Evidence of Buyer's authority to consummate this transaction
 - Lien release, if any, as required herein

The documents listed in this section B are collectively known as the "Closing Documents."

C. Exhibits

The following exhibits are attached, and are incorporated by reference to form a part of this Contract:

- Exhibit A** – Description of the Land
- Exhibit B** – Representations; Environmental Matters
- Exhibit C** – Seller's Records
- Exhibit D** – Buyer's Bid
- Exhibit E** – Form of Special Warranty Deed

D. Purchase and Sale of Property

Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to buy and pay Seller for the Property. The promises by Buyer and Seller stated in this Contract are the consideration for the formation of this Contract. The Form of Special Warranty Deed in Exhibit E will be used to convey the property.

E. Interest on Earnest Money

Seller may direct Title Company to invest the Earnest Money in an interest-bearing account in a federally insured financial institution by giving notice to Title Company and satisfying Title Company's requirements for investing the Earnest Money in an interest-bearing account. Any interest earned on the Earnest Money will be paid to the party that becomes entitled to the Earnest Money.

F. Title and Survey

1. **Review of Title.** The following statutory notice is provided to Buyer on behalf of the real estate licensees, if any, involved in this transaction: Buyer is advised that it should either have the abstract covering the Property examined by an attorney of Buyer's own selection or be furnished with or obtain a policy of title insurance.

2. **Title Commitment; Title Policy.** "Title Commitment" means a Commitment for Issuance of an Owner Policy of Title Insurance by Title Company, as agent for Underwriter, stating the condition of title to the Land. "Title Policy" means an Owner Policy of Title Insurance issued by Title Company, as agent for Underwriter, in conformity with the last Title Commitment delivered to and approved by Buyer.

3. **Survey.** "Survey," if required, means an on-the-ground, staked plat of survey and metes-and-bounds description of the Land, prepared by Surveyor or another surveyor satisfactory to Title Company, dated after the Effective Date, and certified to comply with the current standards and specifications as published by the Texas Society of Professional Surveyors for the Survey Category 1A, at the direction and cost of Buyer.

4. **Delivery of Title Commitment.** Seller must deliver the Title Commitment to Buyer by the deadline stated in section A.2. Buyer must cause the Survey to be completed by the deadline stated in section A.3. Seller must deliver legible copies of the instruments referenced in the Title Commitment and Survey by the deadline stated in section A.5.

5. **Title Objections.** Buyer has until the deadline stated in section A.6. ("Title Objection Deadline") to review the Survey, Title Commitment, and legible copies of the title instruments referenced in them and notify Seller of Buyer's objections to any of them ("Title Objections"). Buyer will be deemed to have approved all matters reflected by the Survey and Title Commitment to which Buyer has made no Title Objection by the Title Objection Deadline. The matters that Buyer either approves or is deemed to have approved are "Permitted Exceptions." If Buyer notifies Seller of any Title Objections, Seller has five (5) days from receipt of Buyer's notice to notify Buyer whether Seller agrees to cure the Title Objections before closing ("Cure Notice"). If Seller does not timely give its Cure Notice or timely gives its Cure Notice but does not agree to cure all the Title Objections before closing, Buyer may, within five (5) days after the deadline for the giving of Seller's Cure Notice, notify Seller that either this Contract is terminated or Buyer will proceed to close, subject to Seller's obligations to resolve the items listed in Schedule C of the Title Commitment, remove the liquidated liens, remove all exceptions that arise by, through, or under Seller after the Effective Date, and cure only the Title Objections that Seller has agreed to cure in the Cure Notice. At or before closing, Seller must resolve the items that are listed on

Schedule C of the Title Commitment, remove all liquidated liens, remove all exceptions that arise by, through, or under Seller after the Effective Date of this Contract, and cure the Title Objections that Seller has agreed to cure.

G. Inspection Period

1. Review of Seller's Records. Seller will deliver to Buyer copies of Seller's records specified in Exhibit C, or otherwise make those records available for Buyer's review, by the deadline stated in section A.7.

2. Entry onto the Property. Buyer may enter onto the Property prior to closing for purposes of conducting a boundary or environmental survey, or otherwise to inspect the property, subject to the following:

a. Buyer must deliver evidence to Seller that Buyer has insurance for its proposed survey or inspection activities, in amounts and with coverages that are substantially the same as those maintained by Seller or in such lesser amounts or with such lesser coverages as are reasonably satisfactory to Seller;

b. Buyer may not unreasonably interfere with existing operations or occupants of the Property, if any;

c. Buyer must notify Seller in advance of Buyer's plans to conduct tests so that Seller may be present during the tests;

d. if the Property is altered because of Buyer's inspections, Buyer must return the Property to its preinspection condition promptly after the alteration occurs;

e. Buyer must deliver to Seller copies of all inspection reports that Buyer prepares or receives from third-party consultants or contractors within three (3) days of their preparation or receipt by Buyer; and

f. Buyer must abide by any other reasonable entry rules imposed by Seller.

3. Buyer's Right to Terminate. Buyer may terminate this Contract for any reason by notifying Seller before the end of the Inspection Period. Unless Buyer terminates because of Seller's default, the Earnest Money shall be paid to Seller.

4. Buyer Indemnity and Release of Seller

a. **Indemnity.** Buyer will indemnify, defend, and hold Seller harmless from any loss, attorneys' fees, expenses, or claims arising out of Buyer's investigation of the Property, including, but not limited to, claims alleged to have arisen in whole or in part as a result of Seller's negligence.

b. **Release.** Buyer releases Seller and those persons acting on Seller's behalf from all claims and causes of action (including claims for attorneys' fees and court and other costs) resulting from Buyer's investigation of the Property, including, but not limited to, claims alleged to have arisen in whole or in part as a result of Seller's negligence.

H. Representations

The parties' representations stated in **Exhibit B** are true and correct as of the Effective Date and must be true and correct on the Closing Date.

I. Condition of the Property until Closing; Cooperation; No Recording of Contract

1. **Maintenance and Operation.** Until closing, Seller will (a) maintain the Property as it existed on the Effective Date, except for reasonable wear and tear and casualty damage; (b) operate the Property in the same manner as it was operated on the Effective Date; and (c) comply with all contracts and governmental regulations affecting the Property. Until the end of the Inspection Period, Seller will not enter into, amend, or terminate any contract that affects the Property other than in the ordinary course of operating the Property and will promptly give notice to Buyer of each new, amended, or terminated contract, including a copy of the contract, in sufficient time so that Buyer may consider the information before the end of the Inspection Period. If Seller's notice is given within three (3) days before the end of the Inspection Period, the Inspection Period will be extended for three (3) days. After the end of the Inspection Period, Buyer may terminate this Contract if Seller enters into, amends, or terminates any contract that affects the Property without first obtaining Buyer's written consent.

2. **Casualty Damage.** Seller will notify Buyer promptly after discovery of any casualty damage to the Property. Seller will have no obligation to repair or replace the Property if it is damaged by casualty before closing. Buyer may terminate this Contract if the casualty damage that occurs before closing would materially affect Buyer's intended use of the Property, by giving notice to Seller within fifteen (15) days after receipt of Seller's notice of the casualty (or before closing if Seller's notice of the casualty is received less than fifteen (15) days before closing). If Buyer does not terminate this Contract, Seller will (a) convey the Property to Buyer in its damaged condition, (b) assign to Buyer all of Seller's rights under any property insurance policies covering the Property, and (c) pay to Buyer the amount of the deductibles and coinsurance provisions under any insurance policies covering the Property, but not in excess of the cost to repair the casualty damage and less any amounts previously paid by Seller to repair the Property.

3. **Condemnation.** Seller will notify Buyer promptly after Seller receives notice that any part of the Property has been or is threatened to be condemned or otherwise taken by a governmental or quasi-governmental authority. Buyer may terminate this Contract if the condemnation would materially affect Buyer's intended use of the Property by giving notice to Seller within fifteen (15) days after receipt of Seller's notice to Buyer (or before closing if Seller's notice is received less than fifteen (15) days before closing). If Buyer does not terminate this Contract, (a) Buyer and Seller will each have the right to appear and defend their respective interests in the Property in the condemnation proceedings, (b) any award in condemnation will be assigned to Buyer, and (c) if the taking occurs before closing, the description of the Property will be revised to delete the portion taken.

4. **Claims; Hearings.** Seller will notify Buyer promptly of any claim or administrative hearing that is threatened, filed, or initiated before closing that affects the Property.

5. **Cooperation.** Seller will cooperate with Buyer (a) before and after closing, to transfer the applications, permits, and licenses held by Seller and used in the operation of the Property and to obtain any consents necessary for Buyer to operate the Property after closing and (b) before closing, with any reasonable evaluation, inspection, audit, or study of the Property prepared by, for, or at the request of Buyer.

6. **No Recording.** Buyer may not file this Contract or any memorandum or notice of this Contract in the real property records of any county. If, however, Buyer records this Contract or a memorandum or notice, Seller may terminate this Contract and record a notice of termination.

J. Termination

1. **Disposition of Earnest Money after Termination.** Buyer and Seller agree that if this Contract is terminated by either party prior to closing, Buyer shall not be entitled to the Earnest Money. Buyer hereby authorizes the Title Company to deliver the Earnest Money to Seller upon receipt by Title Company of written notice from Seller that the contract is terminated.

2. **Duties after Termination.** If this Contract is terminated, Buyer will promptly return to Seller all documents relating to the Property that Seller has delivered to Buyer and all copies that Buyer has made of the documents. After return of the documents and copies, neither party will have further duties or obligations to the other under this Contract, except for those obligations that cannot be or were not performed before termination of this Contract.

K. Closing

1. **Closing.** This transaction will close at Title Company's offices at the Closing Date and Closing Time. At closing, the following will occur:

a. **Closing Documents.** The parties will execute and deliver the Closing Documents.

b. **Payment of Consideration.** Buyer will deliver the Consideration and other amounts that Buyer is obligated to pay under this Contract to Title Company in funds acceptable to Title Company. The Earnest Money will be paid to Buyer.

c. **Disbursement of Funds; Recording; Copies.** Title Company will be instructed to disburse funds in accordance with this Contract, record the deed and the other Closing Documents directed to be recorded, and distribute documents and copies in accordance with the parties' written instructions.

d. **Delivery of Originals.** Seller will deliver to Buyer the originals of Seller's Records.

e. **Possession.** Seller will deliver possession of the Property to Buyer, subject to the Permitted Exceptions existing at closing.

2. Transaction Costs

a. **Seller's Costs.** Seller will pay the costs to prepare the deed; the costs to obtain, deliver, and record releases of all liens to be released at closing; the costs to record all documents

to cure Title Objections agreed to be cured by Seller; the costs to deliver copies of the instruments described in section A.5.; and Seller's expenses and attorneys' fees.

b. Buyer's Costs. Buyer will pay the basic charge for the Title Policy; the escrow fee charged by Title Company; Title Company's inspection fee to delete from the Title Policy the customary exception for parties in possession; the costs to obtain, deliver, and record all documents other than those to be recorded at Seller's expense; the costs to obtain the Survey and certificates or reports of ad valorem taxes; the additional premium for the "survey/area and boundary deletion" in the Title Policy, if the deletion is requested by Buyer; the costs of work required by Buyer to have the survey reflect matters other than those required under this Contract; the costs to obtain financing of the Purchase Price, including the incremental premium costs of mortgagee's title policies and endorsements and deletions required by Buyer's lender, and Buyer's expenses and attorneys' fees. BUYER SHALL PAY FOR SURVEY, PLAT AND/OR REPLAT OF THE PROPERTY AND REMAINDER.

c. Ad Valorem Taxes. Seller represents that it is entitled to an exemption from ad valorem taxes during the time it owned the Property. If this sale or Buyer's use of the Property results in the assessment of any ad valorem taxes for the Property for the calendar year of closing, all such taxes and any associated costs will be paid by the Buyer. Buyer shall be responsible for notifying all taxing units having jurisdiction over the property of the change of ownership, and Buyer shall be responsible for any and all taxes, late fees or penalties assessed against the Property by reason of Buyer's failure to so note the change of ownership. Seller will, upon request, provide to Buyer proof of Seller's ownership of the property prior to the date of closing, and will assist Buyer in demonstrating Seller's exemption from ad valorem taxes.

d. Brokers' Commissions. To the extent permitted by law, Buyer and Seller each indemnify and agree to defend and hold the other party harmless from any loss, attorneys' fees, and court and other costs arising out of a claim by any person or entity claiming by, through, or under the indemnitor for a broker's or finder's fee or commission because of this transaction or this Contract, whether the claimant is disclosed to the indemnitee or not. At closing, each party will provide the other party with a release of broker's or appraiser's liens from all brokers or appraisers for which each party was responsible.

3. Issuance of Title Policy. Seller will cause Title Company to issue the Title Policy to Buyer as soon as practicable after closing.

L. Default and Remedies

1. Seller's Default. If Seller fails to perform any of its obligations under this Contract or if any of Seller's representations are not true and correct as of the Effective Date or on the Closing Date ("Seller's Default"), Buyer may as its sole and exclusive remedy terminate this Contract by giving notice to Seller on or before the Closing Date and Closing Time and have the Earnest Money, less One Hundred and No Dollars (\$100.00) as independent consideration for the right granted by Seller to Buyer to terminate this Contract returned to Buyer.

2. **Buyer's Default.** If Buyer fails to perform any of its obligations under this Contract ("Buyer's Default"), Seller may elect either of the following as its sole and exclusive remedy:

a. **Termination; Liquidated Damages.** Seller may terminate this Contract by giving notice to Buyer on or before the Closing Date and Closing Time and have the Earnest Money paid to Seller as liquidated damages.

b. **Specific Performance.** Seller may enforce specific performance of Buyer's obligations under this Contract. If title to the Property is awarded to Buyer, the conveyance will be subject to the matters stated in the Title Commitment.

3. **Liquidated Damages.** The parties agree that just compensation for the harm that would be caused by a default by either party cannot be accurately estimated or would be very difficult to accurately estimate and that the Earnest Money is a reasonable forecast of just compensation to the non-defaulting party for the harm that would be caused by a default.

M. Miscellaneous Provisions

1. **Notices.** Any notice required by or permitted under this Contract must be in writing. Any notice required by this Contract will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Contract. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein. Copies of each notice must be given by one of these methods to the attorney of the party to whom notice is given, if the attorneys have been identified by the parties.

2. **Entire Contract.** This Contract, together with its exhibits, and any Closing Documents delivered at closing constitute the entire Contract of the parties concerning the sale of the Property by Seller to Buyer. There are no oral representations, warranties, Contracts, or promises pertaining to the sale of the Property by Seller to Buyer not incorporated in writing in this Contract.

3. **Amendment.** This Contract may be amended only by an instrument in writing signed by the parties.

4. **Prohibition of Assignment.** Buyer may not assign this Contract or any of Buyer's rights under it without Seller's prior written consent, and any attempted assignment is void. This Contract binds, benefits, and may be enforced by the parties and their respective heirs, successors, and permitted assigns.

5. **Survival.** The obligations of this Contract that cannot be performed before termination of this Contract or before closing will survive termination of this Contract or closing, and the legal doctrine of merger will not apply to these matters. If there is any conflict between the Closing Documents and this Contract, the Closing Documents will control.

6. **Choice of Law; Venue.** This Contract will be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in Gonzales County, Texas.

7. **Waiver of Default.** It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays taking any action with respect to the default.

8. **No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Contract.

9. **Severability.** The provisions of this Contract are severable. If a court of competent jurisdiction finds that any provision of this Contract is unenforceable, the remaining provisions will remain in effect without the unenforceable parts.

10. **Ambiguities Not to Be Construed against Party Who Drafted Contract.** The rule of construction that ambiguities in a document will be construed against the party who drafted it will not be applied in interpreting this Contract.

11. **No Special Relationship.** The parties' relationship is an ordinary commercial relationship, and they do not intend to create the relationship of principal and agent, partnership, joint venture, or any other special relationship.

12. **Counterparts.** If this Contract is executed in multiple counterparts, all counterparts taken together will constitute this Contract.

13. **Waiver of Consumer Rights.** BUYER WAIVES ITS RIGHTS UNDER THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SECTION 17.41, *et seq.*, OF THE TEXAS BUSINESS AND COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF ITS OWN SELECTION, BUYER VOLUNTARILY CONSENTS TO THIS WAIVER.

14. **Texas Government Code Chapter 2273.** With regard to the prohibition of certain transactions between a governmental entity and an abortion provider or affiliate of the provider, Buyer represents and warrants to the Seller that it is not an abortion provider or affiliate of the provider.

N. Execution

This Contract is entered into by and between the undersigned parties, and shall be effective on the date of the last of the signatures by Seller and Buyer. ("Effective Date").

SELLER:

BOARD OF TRUSTEES OF THE GONZALES
INDEPENDENT SCHOOL DISTRICT, a political
subdivision of the State of Texas

By: _____
Dr. Elmer Avellaneda
Superintendent of Schools

Date: _____

BUYER:

C3 INVESTMENTS, LLC, a Texas limited liability
company

By: _____
Printed Name: _____
Title: _____

Date: _____

Title Company acknowledges receipt of Earnest Money in the amount of FIVE THOUSAND AND
NO/100 DOLLARS (\$5,000.00) and a copy of this Contract executed by both Buyer and Seller.

Title Company
Burchard Abstract Company

By: _____

Name: _____

Title: _____

Date: _____

**Exhibit A to Real Estate Sales Contract
Description of the Land**

The real property, surface and all improvements thereto, being:

(1) Tract 1:

Being a 9.18 Tract or Parcel of Land Situated in The Town of Gonzales, Abstract 25 Gonzales County, Texas, And Being Out of and a Part of Lot No. Four (4), in Range No. Six (6), East of Water Street in the Original Outer Town of Gonzales According to the Map or Plat of Said Original Outer Town of Gonzales Which is Not of Record in the County Clerk's Office and Being a Resurvey of All of That Certain Tract as Described in a Special Warranty Deed from Orline Iley, Individually and as Independent Executrix of The Estate of G.R. Iley, Karen Sue Marrou Joined Pro Forma by her husband, Tommy A. Marrou, and Regina Lea Durrett (a/k/a Regina Lea Brown) Joined Pro Forma by her husband, Bob Durrett to Nelda Rae Taylor and George R. Iley, Jr. Described as Part of Lot 4, Range 6, East of Water Street in the Outer Town of Gonzales Being of Record in Volume 872, Pages 765-768 of The Official Records of Gonzales County Texas and Also the Same Tract as Described in a Special Warranty Deed from Nelda Rae Taylor an Undivided One-Half Interest in Part of Lot 4, Range 6, east of Water Street in the Outer Town of Gonzales Being of Record in Volume 872, Pages 773-774 of the Gonzales County Official Records, Herein After Called Parent Tract, Less and Except, Part Found to be Within the Limits of Robertson Street, Dallas Street, Seydler Street (State Highway No. 97 and Hackberry, Said 9.18 Acre Tract is Herein Described by Metes and Bounds With Bearing Basis Being Between 5/8" Iron Rods Found at the Northwest and Northeast Corners of the South 1/2 of Block No. Nine (9) of The Davidson Hill Addition Being of Record in Plat Cabinet Slide 2A of The Gonzales County Plat Records

and

(2) Tract 2:

Being all that certain lot or parcel of land, lying and being situated in Gonzales County, Texas, within the Corporate Limits of the City of Gonzales, being ALL OF Lots No. 1, 2, 3, 4, and 5 of Blocks No. 8 and 9, of DAVIDSON HILL ADDITION, an addition to the Town of Gonzales, according to the map or plat of said City of Gonzales and being the same lots described in that certain deed dated November 14, 2007, executed by Karen Sue Marrou, to George R. Iley, Jr., recorded in Volume 973, Page 29, of the Official Records of Gonzales County, Texas, an addition to the Town of Gonzales, together with any and all improvements to the property.

The metes and bounds legal description shall be substituted as Exhibit A upon completion of the Survey.

**Exhibit B to Real Estate Sales Contract
Representations; Environmental Matters**

A. Seller's Representations to Buyer. Seller represents to Buyer that the following are true and correct as of the Effective Date and will be true and correct on the Closing Date.

1. **Authority.** Seller is an independent school district duly organized, validly existing, and in good standing under the laws of the State of Texas with authority to convey the Property to Buyer. This Contract is, and all documents required by this Contract to be executed and delivered to Buyer at closing will be, duly authorized, executed, and delivered by an authorized representative of Seller.

2. **Litigation.** There is no litigation pending or threatened against Seller that might affect the Property or Seller's ability to perform its obligations under this Contract.

3. **Violation of Laws.** Seller has not received notice of violation of any law, ordinance, regulation, or requirements affecting the Property or Seller's use of the Property.

4. **Licenses, Permits, and Approvals.** Seller has not received notice that any license, permit, or approval necessary to operate the Property in the manner in which it is currently operated will not be renewed on expiration or that any material condition will be imposed in order to obtain their renewal. Provided, however, that Seller's governmental exemption for *ad valorem* taxes is not transferable to Buyer, and Buyer will be responsible for all taxes and related charges arising from its purchase of the Property.

5. **Condemnation; Zoning; Land Use.** Seller has not received notice of any condemnation, zoning, or land-use proceedings affecting the property.

6. **No Other Obligation to Sell the Property or Restriction against Selling the Property.** Seller has not obligated itself to sell the Property to any party other than Buyer. Seller's performance of this Contract will not cause a breach of any other Contract or obligation to which Seller is a party or to which it is bound.

7. **No Liens.** On the Closing Date, the Property will be free and clear of any valid mechanic's and material man's liens and other liens and encumbrances of any nature except the Permitted Exceptions, and no work or materials will have been furnished to the Property that might give rise to mechanic's, material man's, or other liens against the Property other than work or materials to which Buyer has given its consent.

8. **No Other Representation.** Except as stated in this Exhibit B, Seller makes no representation with respect to the Property.

9. **No Warranty.** Seller has made no warranty in connection with this Contract.

B. Buyer's Representations to Seller

Buyer represents to Seller that the following are true and correct as of the Effective Date and will be true and correct on the Closing Date.

1. **Receipt of Bid Package.** Buyer represents to Seller that Buyer has received and reviewed the Bid Package for the property, consisting of the following items:

- a. Invitation for Bid
- b. Instructions to Bidders
- c. Bid Form
- d. Special Warranty Deed
- e. This Contract

2. **Consultation with Attorney.** BUYER REPRESENTS TO SELLER THAT BUYER IS AWARE THAT THIS CONTRACT HAS IMPORTANT LEGAL CONSEQUENCES, AND THAT BUYER IS ENTITLED TO CONSULT AN ATTORNEY OF ITS CHOOSING PRIOR TO EXECUTING THIS CONTRACT. BUYER FURTHER REPRESENTS THAT TO THE EXTENT IT HAS ELECTED NOT TO CONSULT AN ATTORNEY, BUYER HAS DONE SO OF ITS OWN FREE WILL AND ACT.

C. PROPERTY SOLD "AS IS, WHERE IS"; NO WARRANTIES

NOTICE: THE PROPERTY WILL BE CONVEYED TO BUYER IN AN "AS IS, WHERE IS" CONDITION, WITH ALL FAULTS. ALL WARRANTIES ARE EXPRESSLY DISCLAIMED.

Buyer represents and agrees that Seller has not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, Contracts or guarantees of any kind or character whatsoever, whether expressed or implied, or written, past, present or future, of, as to, concerning or with respect to (A) the value, nature, quality or condition of the property, including without limitation, the water, soil and geology, (B) the income to be derived from the property, (C) the suitability of the property for any and all activities and uses which Buyer may conduct thereon, (D) the compliance with ordinances or regulations of any applicable governmental authority or body, (E) the habitability, merchantability, marketability, profitability or fitness for a particular purpose of the property, (F) the manner or quality of the construction or materials, if any, incorporated into the property, (G) the manner, quality, state of repair or lack of repair of the property, or (H) any other matter with respect to the property, and specifically, that Seller has not made, does not make and specifically disclaims any representations regarding compliance with any environmental protection, pollution or land use laws, rules, regulations, orders or requirements, including solid waste, as defined by the U.S. Environmental Protection Agency Regulations at 40 C.F.R., Part 261, or the disposal or existence, in or on the property of any hazardous substance, as defined by the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA") of 1980, as amended, and regulations promulgated thereunder.

Buyer further represents and agrees that, having been given the opportunity to inspect the property, and Buyer is relying solely on its own investigation of the property and not on any information provided by Seller. Buyer further acknowledges and agrees that any information provided or to be provided with respect to the property was obtained from a variety of sources and that Seller has not made any independent investigation or verification of such information and makes no representations as to the accuracy or completeness of such information. Seller will not be liable or bound in any manner by any verbal or written statements, representations or information pertaining to the property, or the operation thereof, furnished by any real estate broker, agent, employee, servant or other person. Buyer further represents and agrees that to the maximum extent permitted by law, the sale of the property as provided for herein is made on an "as is" condition and basis with all faults. It is understood and agreed that the Consideration has been adjusted by prior negotiation to reflect that all of the property is sold by Seller and purchased by Buyer subject to the foregoing.

The provisions of this section C regarding the Property will be included in the deed with appropriate modification of terms as the context requires.

D. ENVIRONMENTAL MATTERS

ASBESTOS AND/OR ASBESTOS-CONTAINING MATERIALS AND OTHER HAZARDOUS MATERIALS MAY BE PRESENT ON THE PROPERTY, AND BUYER ACKNOWLEDGES THAT IT MAY PERFORM AN ENVIRONMENTAL SURVEY OF THE PROPERTY PRIOR TO BIDDING.

AFTER CLOSING, AS BETWEEN BUYER AND SELLER, THE RISK OF LIABILITY OR EXPENSE FOR ENVIRONMENTAL PROBLEMS, EVEN IF ARISING FROM EVENTS OCCURRING BEFORE CLOSING, WILL BE THE SOLE RESPONSIBILITY OF BUYER, REGARDLESS OF WHETHER THE ENVIRONMENTAL PROBLEMS WERE KNOWN OR UNKNOWN AT CLOSING. ONCE CLOSING HAS OCCURRED, BUYER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES SELLER FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT ("CERCLA"), THE RESOURCE CONSERVATION AND RECOVERY ACT ("RCRA"), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE. BUYER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES SELLER FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF SELLER'S OWN NEGLIGENCE OR THE NEGLIGENCE OF SELLER'S REPRESENTATIVES. BUYER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES SELLER FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THEORIES OF PRODUCTS LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE THAT WOULD OTHERWISE IMPOSE ON SELLERS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS

AFFECTING THE PROPERTY, INCLUDING BUT NOT LIMITED TO CLAIMS ALLEGED TO HAVE ARISEN AS A RESULT OF SELLER'S OWN NEGLIGENCE. BUYER FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE, AND ON BEHALF OF SELLER AND IN THE NAME OF SELLER, ANY CLAIM OR LITIGATION BROUGHT IN CONNECTION WITH ANY SUCH ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.

The provisions of this section D regarding the Property will be included in the deed with appropriate modification of terms as the context requires.

**Exhibit C to Real Estate Sales Contract
Seller's Records**

To the extent that Seller has possession of the following items pertaining to the Property, Seller will deliver or make the items or copies of them available to Buyer by the deadline stated in section A.7.:

Land

soil reports
environmental reports (asbestos report and diagrams attached hereto)
engineering reports
prior surveys
site plans

**Exhibit D to Real Estate Sales Contract
Buyer's Bid**

[Please include updated bid price]

**Exhibit E to Real Estate Sales Contract
FORM OF SPECIAL WARRANTY DEED**

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

SPECIAL WARRANTY DEED

Date: _____

Grantor: **BOARD OF TRUSTEES OF THE GONZALES
INDEPENDENT SCHOOL DISTRICT**
Address: 1615 Saint Louis Street
 P.O. Box 157
 Gonzales, Texas 78629
 Gonzales County, Texas

Grantee: **C3 INVESTMENTS, LLC**
Address: 1205 Graymere Manor Road
 Columbia, Tennessee 38401
 Maury County, Tennessee

 4904 Haley Drive.
 Flower Mound, Texas 75028-3147
 Denton County, Texas

Consideration: TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration.

Property (including improvements): *[insert legal description of property]*

All as described on **Exhibit A** attached hereto.

Reservations from and Exceptions to Conveyance:

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; all rights, obligations, and other matters arising from and existing by reason of any Gonzales County water or utility district; and taxes for 2024, which Grantee assumes and agrees

to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor does hereby except and reserve unto Grantor, Grantor's successors and assigns all of the oil, gas, and other minerals owned by Grantor, together with the following rights appurtenant thereto: (i) the right to lease Grantor's interest in the minerals; (ii) the right to receive bonus payments; (iii) the right to receive delay rentals; and (iv) the right to receive royalty. If the mineral estate is subject to existing production or an existing lease, then this reservation shall include the production, the lease, and all benefits therefrom. This reservation also includes any and all future and reversionary interests in the oil, gas, and other minerals that Grantor is currently entitled to, and/or those that may be otherwise associated with Grantor's interest(s) in the mineral estate in, on, and under the Property. Notwithstanding the above, Grantor and Grantor's successors and assigns hereby waive and convey unto Grantee, Grantee's heirs, successors, and assigns the surface rights associated with mineral interest(s) reserved herein, including the rights of ingress and egress over the surface of the Property for mining, drilling, exploring, operating, and developing the surface of the Property for oil, gas, and other minerals and for removing them from the Property. Grantor and Grantor's successors and assigns agree that all future oil, gas, and mineral leases executed by them shall specifically prohibit any use of the surface of the Property. However, Grantor's waiver of surface rights herein shall not be construed as a waiver of the right of Grantor, Grantor's successors, assigns, and lessees to explore, develop, or produce the mineral estate herein reserved with wells with surface locations on lands other than the subject Property, including, but not limited to, directional and/or horizontal wells that travel beneath the subject Property, or by pooling its oil, gas, and mineral interests with lands adjoining the Property in accordance with the laws and regulations of the State of Texas.

Seller reserves all of the underground water, percolating water, artesian water, and any other water from any and all depths and reservoirs, formations, depths and horizons beneath the surface of the Property, excluding underflow or flow in a defined subterranean channel.

THE PROPERTY IS SOLD AND CONVEYED TO AND ACCEPTED BY GRANTEE IN ITS PRESENT CONDITION, AS IS, WHERE IS, WITH ALL FAULTS AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, AND GRANTEE EXPRESSLY ACKNOWLEDGES THAT THE SALES PRICE REFLECTS SUCH CONDITION. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE SALE OF THE PROPERTY IS WITHOUT ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION, CONTRACT, STATEMENT OR EXPRESSION OF OPINION (OR LACK THEREOF) OF OR WITH RESPECT TO: (I) THE CONDITION OF THE PROPERTY OR ANY ASPECT THEREOF, INCLUDING, WITHOUT LIMITATION, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES RELATED TO SUITABILITY FOR HABITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE; (II) THE SOIL CONDITIONS, DRAINAGE, TOPOGRAPHICAL FEATURES OR OTHER CONDITIONS OF THE PROPERTY OR WHICH AFFECT THE PROPERTY; (III) ANY CONDITIONS RELATING TO OR ARISING FROM ANY ARCHEOLOGICAL OR HISTORIC SITE, CEMETERY, BURIAL GROUND, ENDANGERED SPECIES HABITAT, OR OTHER SUCH CONDITION WHICH MAY AFFECT THE PROPERTY; (IV) AREA, SIZE, SHAPE, CONFIGURATION, LOCATION, CAPACITY, QUANTITY, QUALITY, VALUE, CONDITION OR COMPOSITION OF THE

PROPERTY; (V) ANY ENVIRONMENTAL, GEOLOGICAL, METEOROLOGICAL, STRUCTURAL OR OTHER CONDITION OR HAZARD OR THE ABSENCE THEREOF HERETOFORE, NOW OR HEREAFTER AFFECTING IN ANY MANNER ANY OF THE PROPERTY; AND (IV) ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES BY GRANTOR WHATSOEVER. GRANTEE HAS MADE ITS OWN PHYSICAL INSPECTION OF THE PROPERTY AND HAS SATISFIED ITSELF AS TO THE CONDITION OF THE PROPERTY FOR GRANTEE'S INTENDED USE. GRANTOR MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES AS TO THE NATURE OR QUANTITY OF THE INTERESTS THEY OWN IN ANY OIL, GAS AND OTHER MINERALS OR THE GROUNDWATER RIGHTS. AFTER CLOSING, AS BETWEEN GRANTEE AND GRANTOR, THE RISK OF LIABILITY OR EXPENSE FOR ENVIRONMENTAL PROBLEMS, EVEN IF ARISING FROM EVENTS BEFORE CLOSING, WILL BE THE SOLE RESPONSIBILITY OF GRANTEE, REGARDLESS OF WHETHER THE ENVIRONMENTAL PROBLEMS WERE KNOWN OR UNKNOWN AT CLOSING. ONCE CLOSING HAS OCCURRED, GRANTEE INDEMNIFIES, HOLDS HARMLESS, AND RELEASES GRANTOR FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT ("CERCLA"), THE RESOURCE CONSERVATION AND RECOVERY ACT ("RCRA"), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE. **GRANTEE INDEMNIFIES, HOLDS HARMLESS, AND RELEASES GRANTOR FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF GRANTOR'S OWN NEGLIGENCE OR THE NEGLIGENCE OF GRANTOR'S REPRESENTATIVES.** GRANTEE INDEMNIFIES, HOLDS HARMLESS, AND RELEASES GRANTOR FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THEORIES OF PRODUCTS LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE THAT WOULD OTHERWISE IMPOSE ON GRANTORS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY. GRANTEE FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE, AND ON BEHALF OF GRANTOR AND IN THE NAME OF GRANTOR, ANY CLAIM OR LITIGATION BROUGHT IN CONNECTION WITH ANY SUCH ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.

Restrictive Covenants:

Grantee, Grantee's heirs, successors, and assigns shall not use all or any part of the Property for any of the following uses: (i) any sexually oriented business; (ii) any nuisance or activity that emits an obnoxious odor, noise, or sound that can be heard or smelled outside of any building on the Property; (iii) any gambling facility or operation, except this prohibition shall not apply to government sponsored gambling activities or charitable gambling activities incidental to the business operation conducted by the occupant; (iv) the sale, supply, or distribution of alcohol for consumption on the Property; (v) the sale, supply or distribution of illicit or synthetic drugs or for any illegal use; (vi) any illegal use; (vii) Hazardous Materials (defined below) shall not be used or

permitted to be used on, about, under or in the Property, except in the ordinary course of usual business operations conducted thereon, and any such use shall at all times be in compliance with all Environmental Laws (defined below). PURCHASER AGREES, TO THE EXTENT ALLOWED BY LAW, TO DEFEND, PROTECT, INDEMNIFY AND HOLD HARMLESS SELLER FROM AND AGAINST ALL CLAIMS OR DEMANDS, INCLUDING ANY ACTION OR PROCEEDING BROUGHT THEREON, AND ALL COSTS, LOSSES, EXPENSES AND LIABILITIES OF ANY KIND RELATING THERETO, INCLUDING BUT NOT LIMITED TO COSTS OF INVESTIGATION, REMEDIAL OR REMOVAL RESPONSE, AND REASONABLE ATTORNEYS' FEES AND COSTS OF SUIT, ARISING OUT OF OR RESULTING FROM ANY HAZARDOUS MATERIAL USED OR PERMITTED TO BE USED BY PURCHASER, WHETHER OR NOT IN THE ORDINARY COURSE OF BUSINESS. For the purpose of this Agreement, the term (a) "Hazardous Materials" shall mean: petroleum products, asbestos, polychlorinated biphenyls, radioactive materials and all other dangerous, toxic or hazardous pollutants, contaminants, chemicals, materials or substances listed or identified in, or regulated by, any Environmental Law, and (b) "Environmental Laws" shall mean: all federal, state, county, municipal, local and other statutes, laws, ordinances and regulations which relate to or deal with human health or the environment, all as may be amended from time to time. These restrictions shall run with the land until the Grantor no longer operates a school facility in Gonzales, Texas.

Grantor, for the consideration and subject to the reservations from conveyance and exceptions to conveyance and warranty, grants, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, their heirs, beneficiaries, successors and assigns forever; and it does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee, their heirs, beneficiaries, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, when the claim is by, through or under Grantor but not otherwise.

When the context requires, singular nouns and pronouns include the plural.

BOARD OF TRUSTEES OF THE
GONZALES INDEPENDENT SCHOOL
DISTRICT

By: EXHIBIT ONLY - NOT FOR SIGNATURE
Ross Hendershott, III, President, Board of Trustees

THE STATE OF TEXAS §
 § ACKNOWLEDGMENT
COUNTY OF GONZALES §

BEFORE ME, a Notary Public, on this day personally appeared Ross Hendershott, III, known to me to be the person whose name is subscribed to the foregoing instrument, and having been sworn, upon his oath stated that he is the President of the Board of Trustees of the Gonzales Independent School District; that he was authorized to execute such instrument pursuant to resolution of the Board of Trustees adopted on April 8, 2024; and that said instrument is executed as the free and voluntary act and deed of such governmental unit for the purposes and consideration expressed therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2024.

DRAFT ONLY FOR BID PACKAGE
Notary Public, State of Texas

Return to Grantee's Address:

DRAFT ONLY FOR BID PACKAGE

ACCOUNT



Parcel ID 12426
Legal Description PT 4 RANGE VI
Additional Legal Information
Additional Legal Information 2
Additional Legal Information 3
Geographic ID 16240-40000-00450-000000
Description REAL
Agent
Category Code XV - OTHER EXEMPTIONS
Total Acres 9.1796

OWNER



Owner ID R23937
Name GONZALES ISD TRUSTEE
Care of
Mailing Address P O BOX 157 GONZALES TX 78629
% Ownership 1.000000
Exemptions

LOCATION



Location 1118 ROBERTSON GONZALES TX 78629
Map ID

VALUES

VALUES SHOWN ARE 2024 PRELIMINARY VALUES AND ARE SUBJECT TO CHANGE BEFORE CERTIFICATION



Improvement Hs	0
Improvement Nhs	0
New Improvement Hs	0
New Improvement Nhs	0
Land Hs	0
Land Nhs	347,880
Market Value	347,880
Land Market Value	0
Ag/Timber Value	0
Market Taxable	347,880
Homestead Cap Loss	0
Appraised Value	0

IMPROVEMENT BUILDING



Sequence	Type	Class	Year Built	Sqft	Total Value
----------	------	-------	------------	------	-------------

LAND



Sequence	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1			8.9110	388163.16	0.00	0.00	337700	0
2			0.2686	11700.00	90.00	130.00	10180	0

TAXING JURISDICTIONS



Entity	Description	Tax Rate	Market Value	Taxable Value
16	GONZALES CITY	0.2938000	347,880	0
31	GONZALES I.S.D.	0.8247000	347,880	0
60	GONZALES EMER SER #1	0.0747000	347,880	0
61	GONZALES EMER SER #2	0.0191000	347,880	0
65	UNDERGROUND WATER CONS	0.0031740	347,880	0
70	GONZALES CO HOSP DIST	0.3050000	347,880	0
89	GONZALES COUNTY	0.2420000	347,880	0

ROLL VALUE HISTORY



Year	Improvements	Land Market	Ag/Timber Taxable	Productivity Value	Market Taxable	Hs Cap Loss	Appraised
2024	0	347,880	0	0	347,880	0	0
2023	0	263,800	0	0	263,800	0	0
2022	0	136,990	0	0	136,990	0	0
2021	0	93,770	0	0	93,770	0	0
2020	0	85,680	0	0	85,680	0	0

DEED HISTORY



Deed Date	Deed Type	Description	Grantor	Grantee	Volume	Page	Number
01-28-2013	WD	WARRANTY DEED	ILEY GEORGE JR	GONZALES ISD TRUSTEE	1114	981	...
09-10-2002		...	ILEY GEORGE R	ILEY GEORGE JR	872	765	...
11-04-1996		ILEY GEORGE R	0	0	...

DISCLAIMER : Information provided for research purposes only. Legal descriptions and acreage amounts are for appraisal district use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.



Board of Trustees

Ross Hendershot III
President

Justin Schwausch
Vice President

Josie Smith-Wright
Secretary

Sandra Gorden

Ashley Molina

D'Anna Robinson

Gloria Torres

GISD School Board Agenda Information Sheet
April 8, 2024

REPORT ITEM

SUBJECT: Discuss and Consider Action to Approve the Date for the Public Meeting on the 2024-25 Proposed Budget and Tax Rate

ADMINISTRATOR RESPONSIBLE: Amanda Smith, Chief Financial Officer; Dr. Elmer Avellaneda, Superintendent of Schools

RATIONAL SUMMARY: The Truth-In-Taxation guidelines published by the Texas Comptroller of Public Accounts afford taxpayers an opportunity to express their opinions on proposed tax rates. Per these guidelines, before the budget and tax rate can be adopted, a public hearing must be held.

School districts file one notice for budget and tax rate adoption. Education Code Section 44.004(c) specifies the content requirements for this notice and the Comptroller's office provides the model form which includes the statutory requirements.

SUPERINTENDENT'S RECOMMENDATION: August 26, 2024

SAMPLE MOTION: *"I move that the board hold the public meeting for the 2024-25 proposed budget and tax rate on August 26, 2024 at 5:30 p.m., as presented."*

August

2024

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
4	5	6	7 Teachers Return	8	9	10
11	12 Regular Meeting	13	14 1 st Day of School	15	16	17
18	19 Budget Workshop	20	21	22	23	24
25	26 Budget Adoption	27	28	29	30	31



Board of Trustees

Ross Hendershot III
President

Justin Schwausch
Vice President

Josie Smith-Wright
Secretary

Sandra Gordon

Gloria Torres

D'Anna Robinson

Ashley Molina

GISD School Board Agenda Information Sheet
April 8, 2024

ACTION ITEM

SUBJECT: Discuss and Consider Action to approve the Board Resolution for Justice Assistance Grant

ADMINISTRATOR RESPONSIBLE: Greg Brooks, GISD Chief of Police; Dr. Elmer Avellaneda, Superintendent of Schools

RATIONAL SUMMARY: Gonzales ISD is requesting to complete the application process for FY 24/25 Justice Assistance Grant which, if awarded in full, will fund the purchase of Body Worn Cameras and In Car Cameras along with the video storage and upload system. This would allow the GISD officers to video all encounters with students, parents, and citizens for accountability and also evidence gathering in criminal investigations.

ADMINISTRATION'S RECOMMENDATION: Approve

MOTION: I move that the board approve the submission for the FY 24/25 Justice Assistance Grant as presented.

WHEREAS, The Gonzales Independent School District finds it is in the best interest of the citizens of Gonzales that the FY 24/25 Justice Assistance Grant be operated for the 2024-2025 school year, and

WHEREAS, Gonzales ISD agrees that in the event of loss or misuse of the Office of the Governor funds, Gonzales ISD assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, Gonzales ISD designates the Executive Director, Haley Ratliff, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that Gonzales ISD approves submission of the grant application for the FY 24/25 Justice Assistance Grant to the Office of the Governor.

Signed by: _____ (GISD School Board President)

Passed and Approved this ____ (Day) of _____ (Month), ____ (Year)
Grant Number: 5078101

**GROWING
GREATNESS**

Our Students. Our Future.



Board of Trustees
 Ross Hendershot III
 President
 Justin Schwausch
 Vice President
 Josie Smith-Wright
 Secretary
 Sandra Gordon
 Gloria Torres
 D'Anna Robinson
 Ashley Molina

GISD School Board Agenda Information Sheet
 April 8, 2024

ACTION ITEM

SUBJECT: Discuss and Consider Action to approve the Board Resolution for Bullet-Resistant Shield Grant

ADMINISTRATOR RESPONSIBLE: Haley Ratliff, Chief Greg Brooks

RATIONAL SUMMARY: Gonzales ISD is requesting to complete the application process for FY 24/25 Bullet-Resistant Shield Grant which, if awarded in full will fund the purchase of Bullet-Resistant Shields for the School District Police Officers. This would provide safety equipment for the Officers to use during an active shooter threat on any of our campuses or school district facilities. Haley Ratliff will be the authorized official overseeing the grant funds if awarded and accepted.

ADMINISTRATION'S RECOMMENDATION: Approve

MOTION: I move that the board approve the submission for the FY 24/25 Bullet-Resistant Shield Grant as presented.

WHEREAS, The Gonzales Independent School District finds it in the best interest of the citizens of Gonzales that the FY 24/25 Bullet-Resistant Shield Grant be operated for the 2024-2025 school year, and

WHEREAS, Gonzales ISD agrees that in the event of loss or misuse of the Governor funds, Gonzales ISD assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, Gonzales ISD designates the Executive Director, Haley Ratliff, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that Gonzales ISD approves submission of the grant application for FY 24/25 Bullet-Resistant Shield Grant to the Office of the Governor.

Signed by: _____ (GISD School Board President)

Passed and Approved this _____ (Day) of _____ (Month), _____ (Year)
 Grant Number: 5004401





Board of Trustees

Ross Hendershot III
President

Justin Schwausch
Vice President

Josie Smith-Wright
Secretary

Sandra Gorden

Ashley Molina

D'Anna Robinson

Gloria Torres

GISD School Board Agenda Information Sheet
April 8, 2024

REPORT ITEM

SUBJECT: Financial and Quarterly Investment Report

ADMINISTRATOR RESPONSIBLE: Amanda Smith, Chief Financial Officer; Dr. Elmer Avellaneda, Superintendent of Schools

RATIONAL SUMMARY: Administration will present the monthly update on the district's finances to include an overview of the 2nd quarter investment activities.

SUPERINTENDENT'S RECOMMENDATION: n/a

SAMPLE MOTION: n/a



Financial Report

April 2024 Regular Meeting
Board of Trustees

TABLE OF CONTENTS

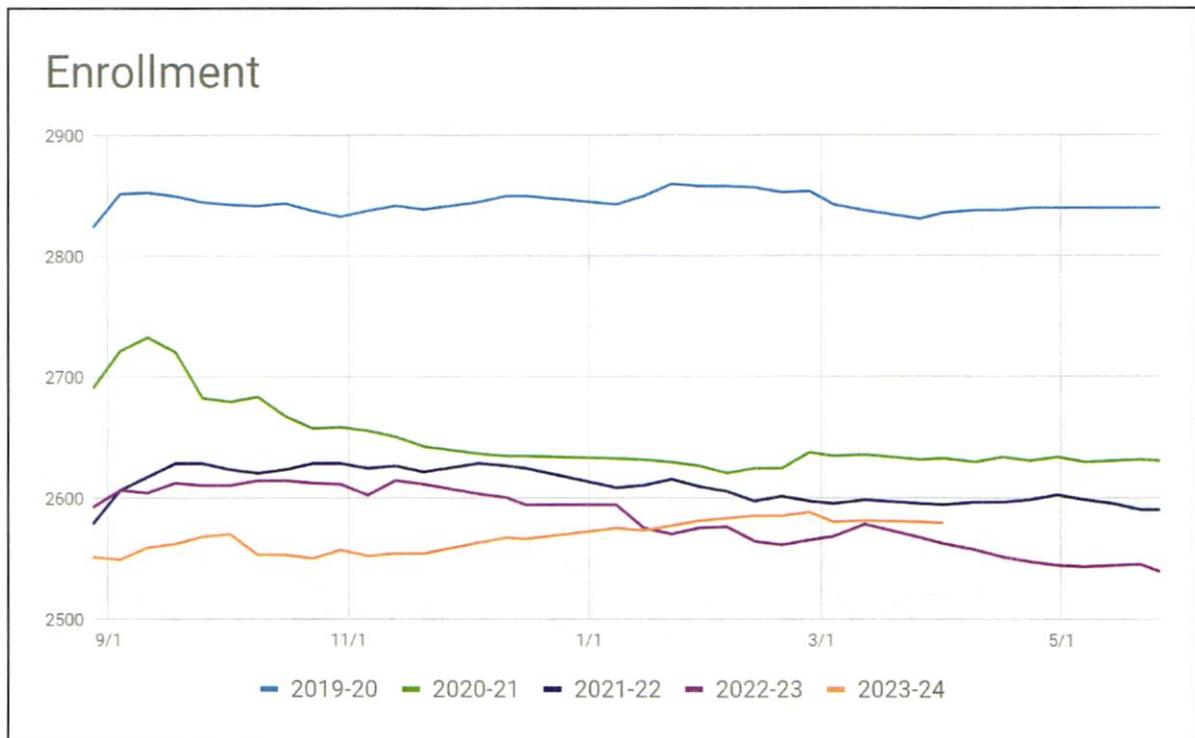
CFO Update	3
Revenues, Expenditures, and Changes in Fund Balance as of January 31, 2024	7
Monthly Expenditure Level Comparison	8
Monthly Statement of Ad Valorem Collections, January 2024	9
3rd Quarter Investment Report	10
Historical Interest Rates	11
2024-25 Budget Development Calendar	12

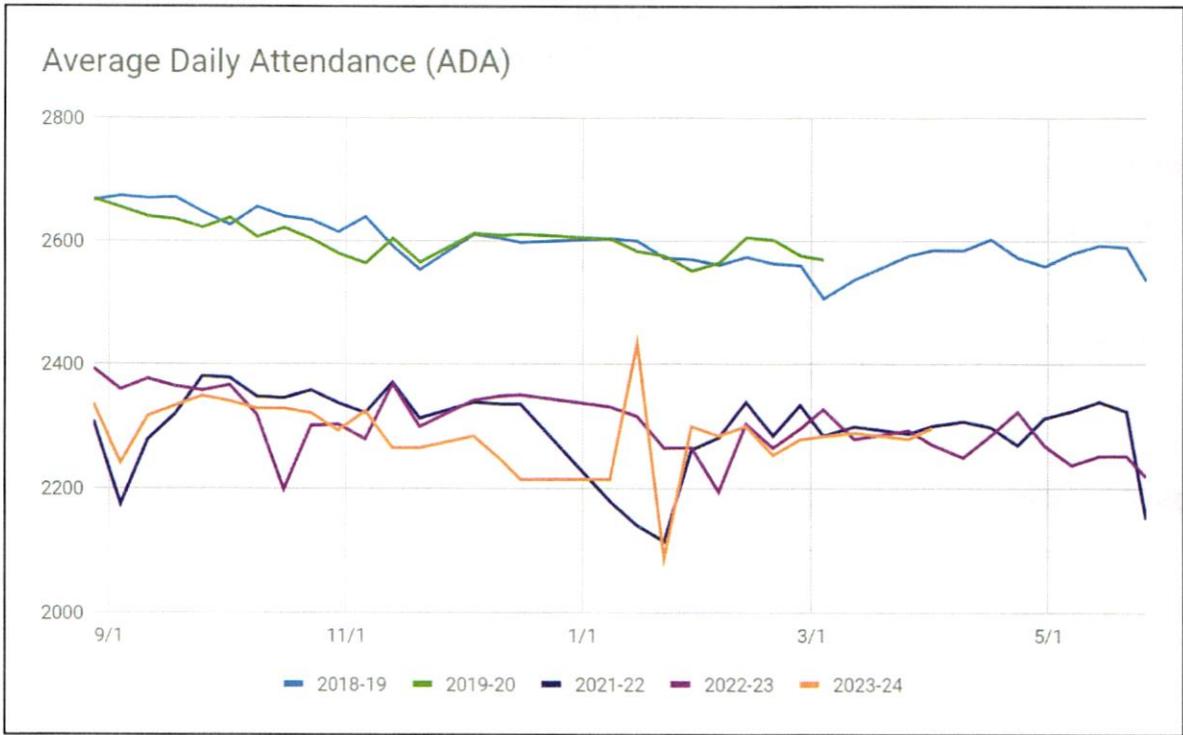
Chief Financial Officer's Summary
Regular Board Meeting - April 8, 2024

Use of the 2023 Bond-Related Reimbursement Resolution

- Total To-Date: \$90,909.63
 - Region 13 Pre-Bond Planning: \$17,000
 - Region 13 Bond Program Management Fees: \$73,909.63
- Coming soon:
 - Land Surveying Services: \$40,000

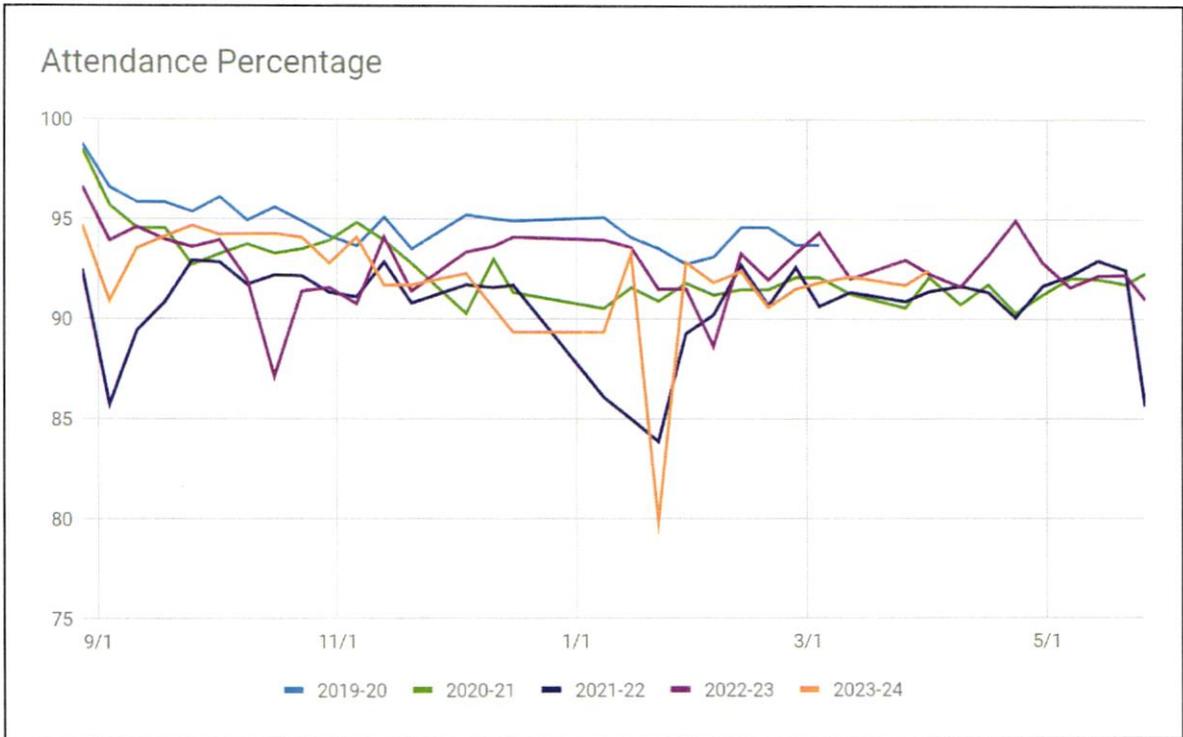
ADA & Enrollment





ADA used during budget development: 2,295

Average ADA through 3/29/24: 2,286 (down 9 from budget)



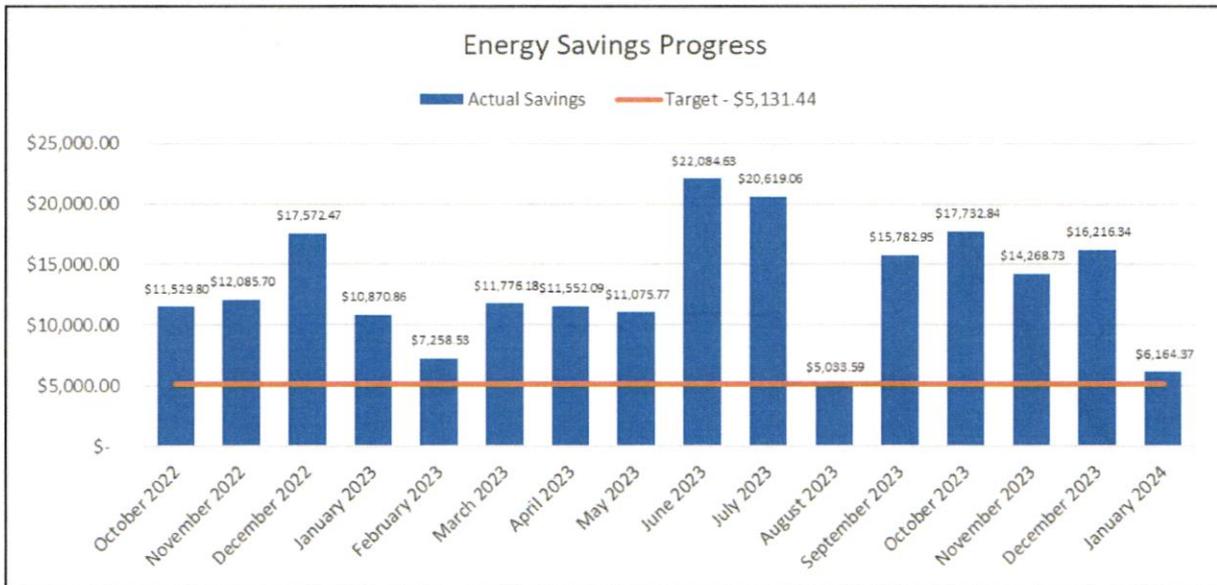
Average annual attendance percentage (through 3/29/24): 92.28%

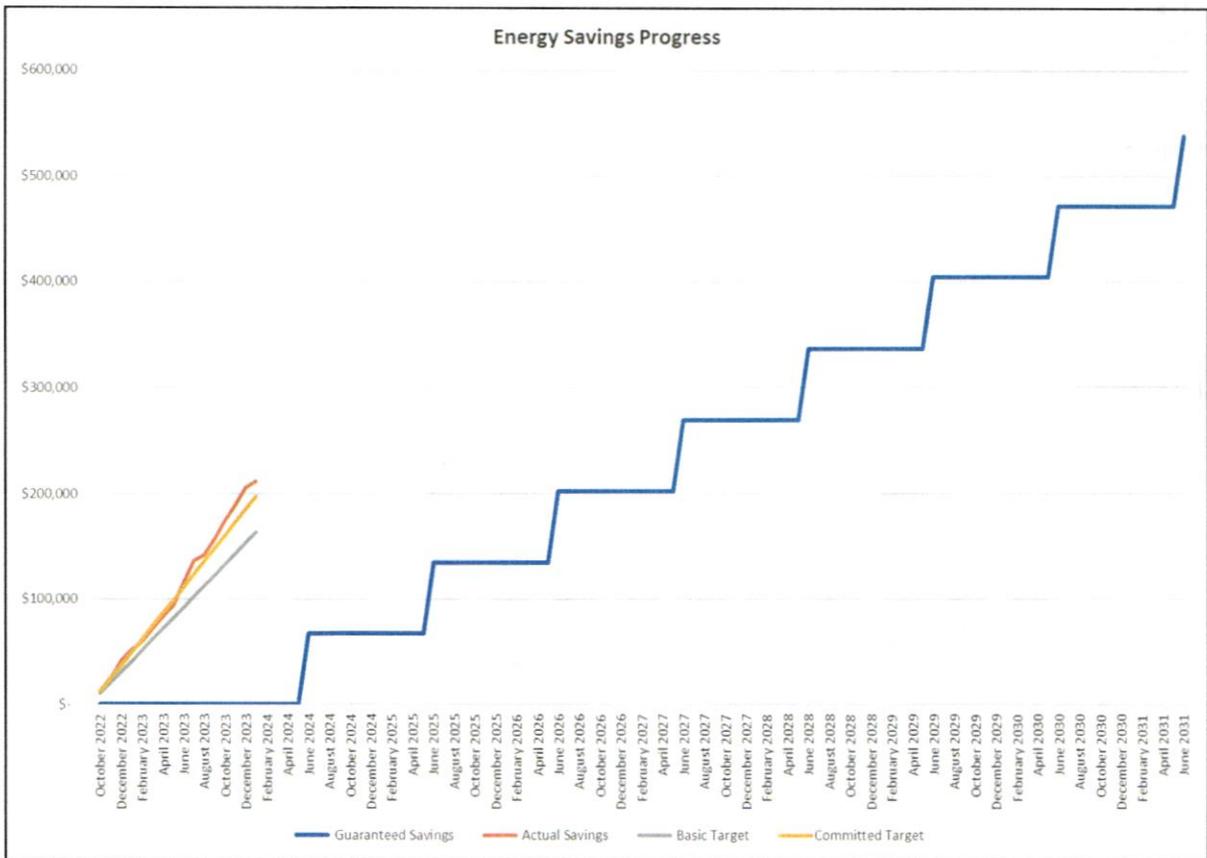
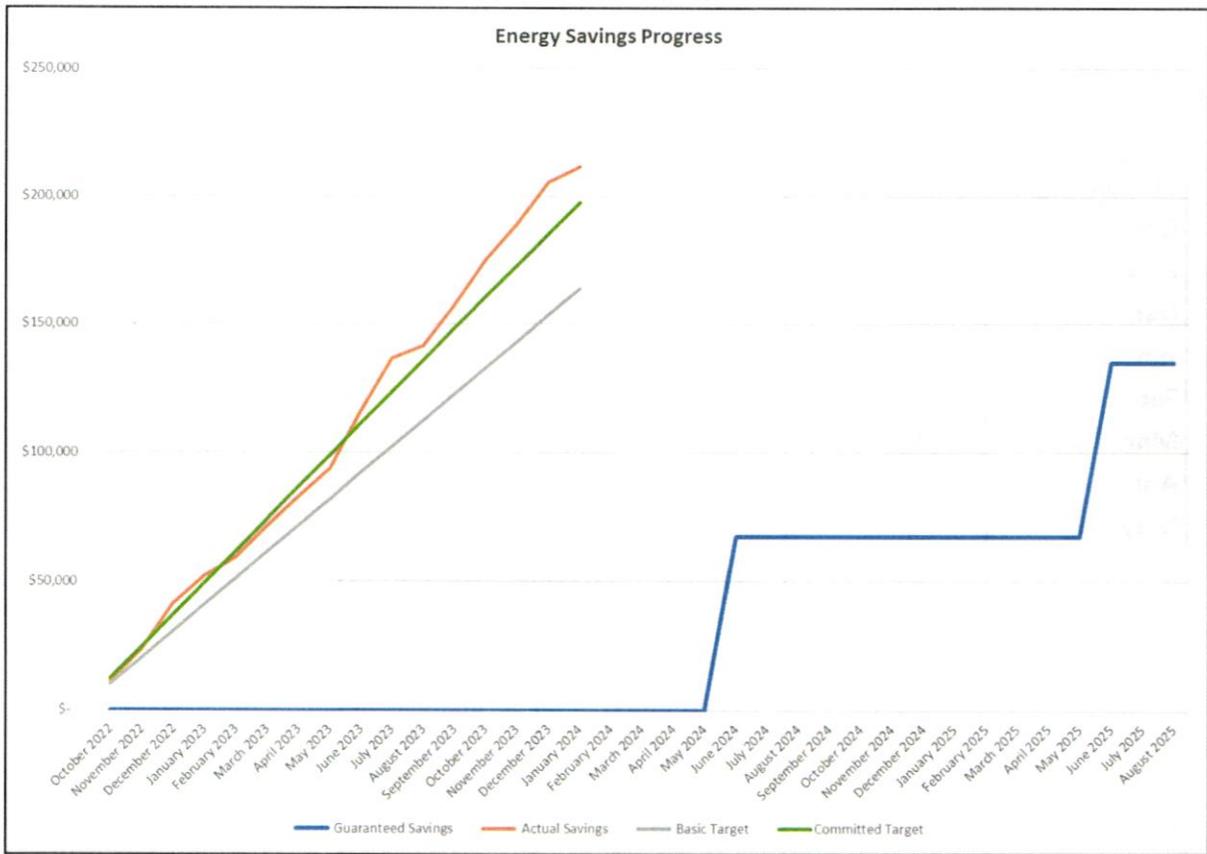
Energy Savings Update

All Buildings	Total
Oct	\$11,529.80
Nov	\$12,085.70
Dec	\$17,572.47
Jan	\$10,870.86
Feb	\$7,368.59
Mar	\$11,776.18
Apr	\$11,552.09
May	\$11,075.77
Jun	\$22,084.63
Jul	\$20,619.06
Aug	\$5,033.59
Sep	\$15,782.95
Oct	\$17,732.83
Nov	\$14,268.73
Dec	\$16,216.34
Jan	\$6,164.37
Total	\$211,733.95

Cumulative Savings Guarantee	
21 Months	\$ 67,350.13
33 Months	\$ 134,700.25
45 Months	\$ 202,050.38
57 Months	\$ 269,400.50
69 Months	\$ 336,750.63
81 Months	\$ 404,100.75
93 Months	\$ 471,450.88
105 Months	\$ 538,801.00

Basic Target: \$10,224.25/month
 Committed Target: \$12,354.33/month
 Fee Target: \$5,131.44/month



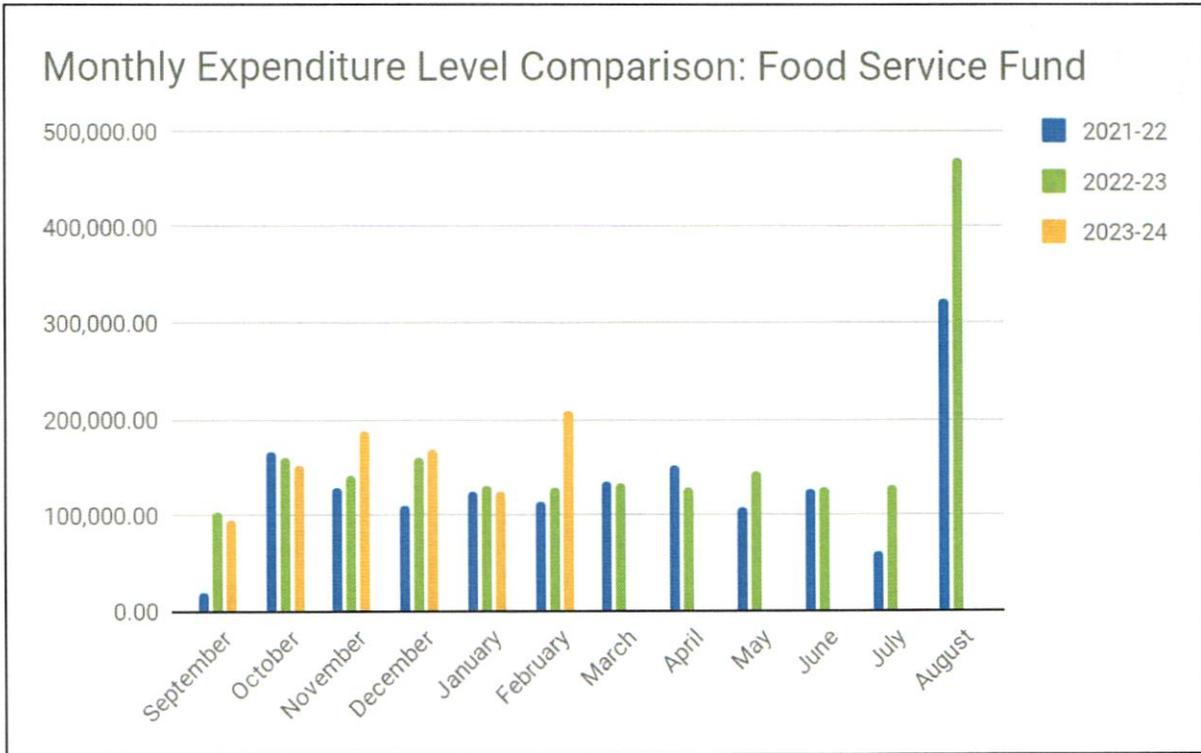
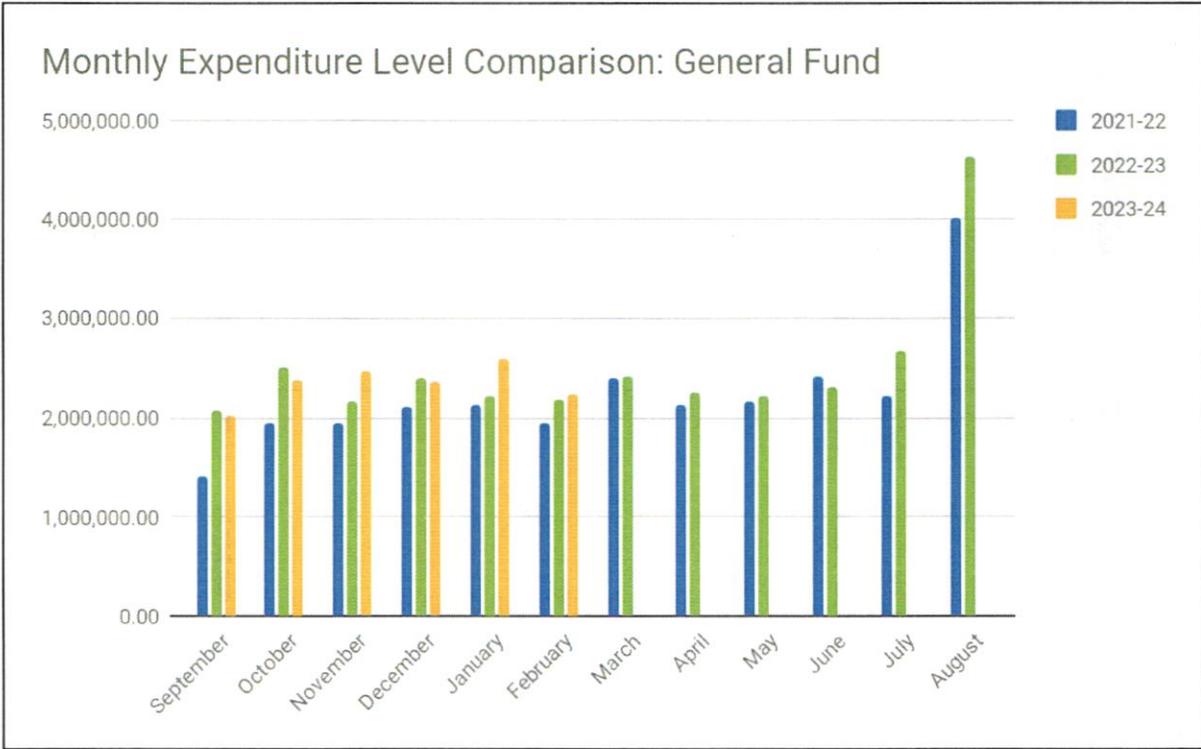


Gonzales ISD
Unaudited/Preliminary Statement of Revenues, Expenditures, and Changes in Fund Balance
As of February 29, 2024

Percent of Fiscal Year Completed 50%
 Percent of 2023-24 School Year Completed 69%

	GENERAL FUND			CHILD NUTRITION FUND			DEBT SERVICE FUND		
	Current Budget	Actual To-Date	% of Budget Recd/Exp	Current Budget	Actual To-Date	% of Budget Recd/Exp	Current Budget	Actual To-Date	% of Budget Recd/Exp
REVENUES									
5700 Local Property Taxes	20,030,181.00	18,471,177.32	92.22%				2,563,332.00	2,299,026.46	89.69%
5700 Other Local Sources	962,529.00	985,350.03	102.37%	123,863.00	72,432.07	58.48%	50,040.00	32,073.80	64.10%
5800 State Revenues	8,069,636.00	6,533,352.95	80.96%	7,000.00	1,126.29	16.09%	7,754.00	0.00	0.00%
5900 Federal Sources	896,139.00	111,780.53	12.47%	1,967,887.00	1,358,165.11	69.02%			
TOTAL REVENUES	29,958,485.00	26,101,660.83	87.13%	2,098,750.00	1,431,723.47	68.22%	2,621,126.00	2,331,100.26	88.94%
EXPENDITURES									
0011 Instruction	16,424,264	6,519,029.48	39.69%						
0012 Instructional Resources & Media Services	312,710	149,969.77	47.96%						
0013 Curriculum & Staff Development	569,394	191,511.39	33.63%						
0021 Instructional Leadership	524,292	253,995.59	48.45%						
0023 School Leadership	1,858,791	767,049.57	41.27%						
0031 Guidance, Counseling, & Evaluation	937,188	372,138.61	39.71%						
0032 Social Work Services	78,345	28,948.86	36.95%						
0033 Health Services	412,113	194,271.26	47.14%						
0034 Student Transportation	1,444,811	543,026.96	37.58%						
0035 Food Service	15,000	0.00	0.00%	2,099,250.00	936,269.92	44.60%			
0036 Co-Curricular/Extra-Curricular Activities	1,296,622	564,195.17	43.51%						
0041 General Administration	2,003,953	946,926.28	47.25%						
0051 Plant Maintenance and Operations	4,577,521	1,975,573.46	43.16%						
0052 Security & Monitoring Services	958,344	488,088.90	50.93%						
0053 Data Processing Services	1,251,677	507,550.30	40.55%						
0061 Community Services	11,050	6,284.04	56.87%						
0071 Debt Services	751,496	426,096.32	56.70%				2,621,126.00	880,178.63	33.58%
0081 Facilities Acquisition & Instruction	57,285	42,554.03	-%						
0091 Contracted Inst Services Btw Public Schools	314,527	0.00	0.00%						
0099 Other Intergovernmental Charges	514,828	249,303.07	48.42%						
TOTAL EXPENDITURES	34,314,211.00	14,226,513.06	41.46%	2,099,250.00	936,269.92	44.60%	2,621,126.00	880,178.63	33.58%
7915 Operational Transfer In				500.00	0.00	0.00%			
8911 Operational Transfer Out	500.00	0.00	0.00%						
NET ACTIVITY	(4,356,226.00)	11,875,147.77		0.00	495,453.55		0.00	1,450,921.63	

*Blended accounting method: Cash & accrual basis.
 *These numbers are subject to change until the final AFR is prepared and accepted/approved.



Crystal Cedillo, Tax Assessor-Collector

Monthly Statement of Ad Valorem Collections

February 2024

MONTHLY COLLECTIONS

CURRENT TAX	\$458,878.60
PENALTY & INTEREST ON CURRENT	\$31,227.29
PRIOR YEAR DELINQUENT TAXES	\$14,563.15
PENALTY & INTEREST ON DELQ	\$7,296.67
TOTAL COLLECTED	\$511,965.71

FEES

5% RENDITION PENALTY TO APPRAISAL DISTRICT	\$6.37
1% COMMISSION TO GONZALES COUNTY	\$ 5,119.66
BALANCE DUE GONZALES ISD	\$506,839.68

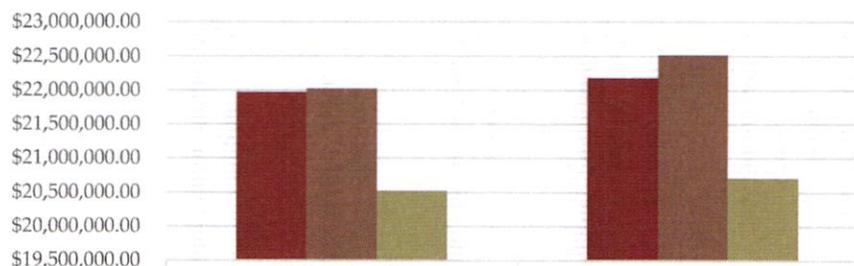
	M&O	I&S
29-Feb	\$450,755.11	\$56,084.57
TOTAL DISBURSEMENTS	\$450,755.11	\$56,084.57

LEVY SUMMARY

	2023 AMOUNT	2022 AMOUNT
ORIGINAL LEVY	\$21,975,165.38	\$ 22,183,693.95
ADJUSTED LEVY	\$22,027,864.07	\$ 22,520,563.06
YEAR TO DATE COLLECTIONS	\$20,525,554.66	\$ 20,711,556.78
% OF CURRENT ROLL COLLECTED	93.18%	91.97%
YTD DELINQUENT COLLECTIONS	\$155,392.93	\$ 122,957.36

2 Year Collection Comparison

■ ORIGINAL LEVY ■ ADJUSTED LEVY ■ YEAR TO DATE COLLECTIONS



	2023 AMOUNT	2022 AMOUNT
■ ORIGINAL LEVY	\$21,975,165.38	\$22,183,693.95
■ ADJUSTED LEVY	\$22,027,864.07	\$22,520,563.06
■ YEAR TO DATE COLLECTIONS	\$20,525,554.66	\$20,711,556.78

**Gonzales ISD Investment Report
For Quarter Ended February 29, 2024**

	Type of Account	Beginning Market Value	Accrued/Paid Interest	Deposits & Withdrawals	Ending Market Value	Year to Date Information	
						Value at 9/1/2023	YTD Increase (Decrease)
General Fund							
Lone Star	Investment Pool	\$ 15,150,202.88	\$ 279,835.17	\$ 10,480,974.99	\$ 25,911,013.04	\$ 18,512,269.06	\$ 7,398,743.98
Sage Capital Bank	Checking	\$ 3,047,760.74	\$ 30,727.30	\$ (1,125,566.16)	\$ 1,952,921.88	\$ 3,066,418.44	\$ (1,113,496.56)
Sage Capital Bank	Checking	\$ 191,129.85	\$ 2,777.60	\$ (6,905.25)	\$ 187,002.20	\$ 193,504.52	\$ (6,502.32)
	Total General Fund	\$ 18,389,093.47	\$ 313,340.07	\$ 9,348,503.58	\$ 28,050,937.12	\$ 21,772,192.02	\$ 6,278,745.10
Debt Service Fund							
Lone Star	Investment Pool	\$ 1,091,241.40	\$ 18,311.90	\$ 135,723.41	\$ 1,245,276.71	\$ 891,946.83	\$ 353,329.88
Sage Capital Bank	Checking	\$ 1,376.93	\$ 276.30	\$ (322.12)	\$ 1,331.11	\$ 1,359.90	\$ (28.79)
	Total Debt Service Fund	\$ 1,092,618.33	\$ 18,588.20	\$ 135,401.29	\$ 1,246,607.82	\$ 893,306.73	\$ 353,301.09
Construction Fund							
Sage Capital Bank	Checking	\$ 84.10	\$ 1.03	\$ -	\$ 85.13	\$ 83.06	\$ 2.07
	Total Construction Fund	\$ 84.10	\$ 1.03	\$ -	\$ 85.13	\$ 83.06	\$ 2.07
Activity Account - Campus							
Sage Capital Bank	Checking	\$ 188,037.54	\$ 1,905.20	\$ (41,362.49)	\$ 148,580.25	\$ 172,271.67	\$ (23,691.42)
	Total Activity Account - Campus	\$ 188,037.54	\$ 1,905.20	\$ (41,362.49)	\$ 148,580.25	\$ 172,271.67	\$ (23,691.42)
Activity Account - Student							
Sage Capital Bank	Checking	\$ 82,007.72	\$ 956.83	\$ 1,232.33	\$ 84,196.88	\$ 81,052.51	\$ 3,144.37
	Total Activity Account - Student	\$ 82,007.72	\$ 956.83	\$ 1,232.33	\$ 84,196.88	\$ 81,052.51	\$ 3,144.37
Total Investments		\$ 19,751,841.16	\$ 334,791.33	\$ 9,443,774.71	\$ 29,530,407.20	\$ 22,918,905.99	\$ 6,611,501.21

We, the designated Investment Officers of Gonzales ISD, certify that the above Investment Report represents the investment position of the district in compliance with the Board approved investment policy and the Public Funds Investment Act (Government Code, Chapter 2256).

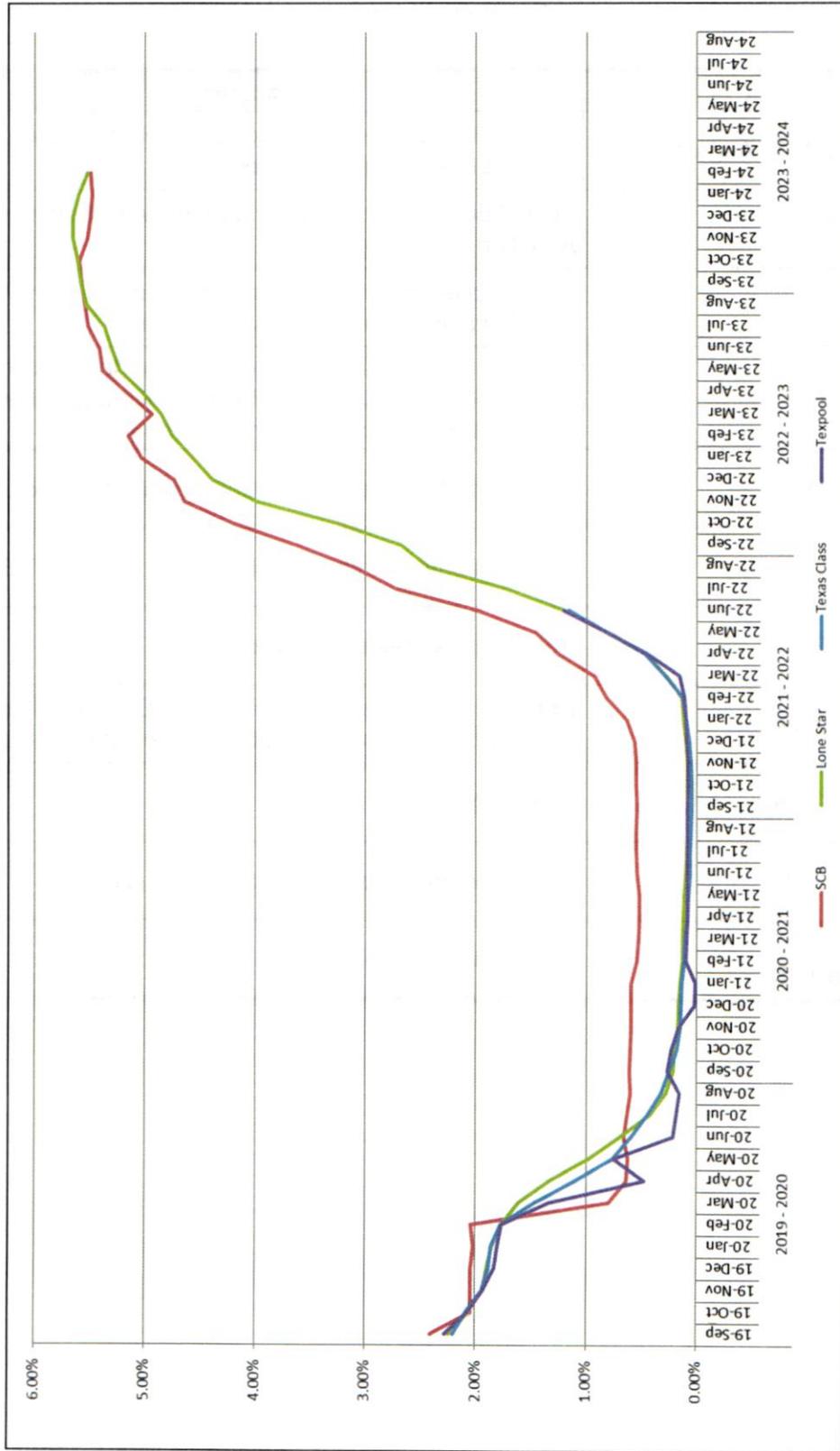


Dr. Elmer Avellaneda, Superintendent



Amanda Smith, Chief Financial Officer

Historical Interest Rates



2024-25 Budget and Tax Rate Internal Planning Calendar
Gonzales Independent School District
For Board Members

Date	Activity
November 2023 - August 2024	Various Budget-Related Tasks Completed by Campus and District-Level Budget Managers
April 8, 2024	School Board Sets Dates for Budget Workshop and Adoption Meeting(s)
April 30, 2024	Chief appraisers prepare and certify the estimate of the taxable value of property in school district
May 13, 2024	2024-25 DIP Goals and Compensation Plan Presented to School Board for Approval; Preliminary budget shared (assumptions, process, planning revenues)
July 25, 2024	Chief appraisers certify the approved appraisal roll.
August 1, 2024	District submits certified local property values to TEA
August 12, 2024	Determine tax rates for publication
August 15, 2024	Notice of Public Hearing Published in Gonzales Inquirer; Proposed budget posted on District website simultaneously
August 19, 2024	Budget Workshop
August 22, 2024	By law, budget must be prepared by this date
August 26, 2024 (Exact date TBD)	Budget & Tax Rate Adoption



Board of Trustees

Ross Hendershot III
President

Justin Schwausch
Vice President

Josie Smith-Wright
Secretary

Sandra Gorden

D'Anna Robinson

Ashley Molina

Gloria Torres

GISD School Board Agenda Information Sheet
April 8, 2024

REPORT ITEM

SUBJECT: Board Members Continuing Education Credits/SBOE Framework for School Board Development Report

ADMINISTRATOR RESPONSIBLE: Dr. Elmer Avellaneda, Superintendent of Schools; Ross Hendershot Board President

RATIONAL SUMMARY: Under the State Board of Education Rule, completing required continuing education each year of service is a basic obligation and expectation of any sitting board member. School Board members must complete the training required by the State Board of Education (SBOE). The announcement must be made at the last regular meeting of the board before an election of trustees. The board president must announce the name of each board member that has completed, exceeded, or is deficient in the required continuing education.

Please see the attached list.

SUPERINTENDENT'S RECOMMENDATION: n/a

SAMPLE MOTION: n/a



Our Students. Our Future.



Texas Association of School Boards

Legal Services

P.O. Box 400 • Austin, Texas 78767-0400 • 512.467.3610 • 800.580.5345 • legal.tasb.org • legal@tasb.org

Serving Texas Schools Since 1949

Board President Annual Announcement on Continuing Education of Board Members

Published online in [TASB School Law eSource](#)

CONTENTS

[Basic Legal Requirements](#)

[Announcement Preparation](#)

[Board President's Script](#)

[Local District Orientation](#)

[Orientation to the Texas Education Code](#)

[Post-Legislative Update to the Texas Education Code](#)

[Team Building](#)

[Additional Continuing Education](#)

[Evaluating Student Academic Performance and Setting Goals](#)

[Identifying and Reporting Abuse, Trafficking and Other Maltreatment of Children](#)

[School Safety](#)

[Exceeding Required Continuing Education](#)

BASIC LEGAL REQUIREMENTS

School board members must complete training that is required by the State Board of Education (SBOE), and the board president must publicly announce whether each board member has met their training requirements.

When: The announcement must be made at the last regular meeting of the board before an election of trustees.

Recommended Annual Announcement: Even if a school district does not conduct an election in a given year, whether because of biennial elections in November or because the election was cancelled due to unopposed candidates, TASB recommends that districts still annually announce board member training at the time the election would otherwise be held. Annual announcements will provide consistent public transparency and accountability.

General Content of Announcement: The board president must announce the name of each board member who:

- Has completed the required continuing education;
- Has exceeded the required continuing education; and
- Is deficient in meeting the required continuing education.

Whether a board member has completed, exceeded, or is deficient is measured from the anniversary of the date of each board member's election or appointment to the board or two-year anniversary of his or her previous training, as applicable.

Meaning of Deficient: TASB interprets deficient to mean that the board member has failed to complete the required continuing education in the time period provided for by law.

Continuing Education Training Areas:¹ Board members must receive continuing education training in eight areas, including:

1. Local District Orientation
2. Orientation to the Texas Education Code
3. Post-Legislative Update to the Texas Education Code
4. Team Building
5. Additional Continuing Education (based on the framework for governance leadership)
6. Evaluating Student Academic Performance and Setting Goals
7. Identifying and Reporting Abuse, Trafficking, and Other Maltreatment of Children
8. School Safety

Board Meeting Minutes: The board meeting minutes must reflect the announcement and whether each trustee has met or is deficient in meeting the required training as of the first anniversary of the date of the trustee's election or appointment.

Posting Minutes: If the minutes reflect that a trustee is deficient in training, the district must post the minutes on the district's website within 10 business days of the meeting and maintain the posting until the trustee meets the requirements.

Legal Authority: Tex. Educ. Code §11.159; 19 Tex. Admin. Code § 61.1

¹ Due to changes in the training rule, the prior use of the term "tiers" for describing and announcing training areas is no longer useful and has been discontinued.

ANNOUNCEMENT PREPARATION

Review TASB Resources: TASB recommends that the board president and all other board members review [Texas School Board Member Continuing Education](#), a comprehensive FAQ that includes information about required continuing education, reporting continuing education credit, the board meeting announcement, and posting the minutes on the announcement.

Determine Status of Compliance: Prior to the meeting when the announcement is made, the board president will need to review with each member whether the board member has completed, exceeded, or failed to satisfy the required continuing education training.

Board Members with Time Remaining: At the time of the announcement, if a board member still has time remaining to complete training, TASB recommends that the board president note those members that have scheduled training to be completed before the deadline. Next, the board president should note any members who have not scheduled training that needs to be completed before the deadline.

Review the Announcement Script: The announcement script explains the announcement to the public and provides a record to complete that complies with the requirements for the minutes of the meeting.

Complete the Announcement Record: For each of the eight training areas, and for training that exceeds the required continuing education, insert the applicable information on the announcement pages.

TASB recommends that the board president direct that the pages as announced be attached to the meeting minutes. The minutes must be posted to the district's website within 10 business days if any trustee is deficient in required training.

BOARD PRESIDENT'S SCRIPT

Board President:

Under State Board of Education Rule, completing required continuing education each year of service is a basic obligation and expectation of any sitting board member.

As Board President (**if absent, then replace with "Presiding Officer of the Board"**), I am required to announce the name of each member who:

- Has completed the required continuing education;
- Has exceeded the required continuing education; and
- Is deficient in meeting the required continuing education.

The requirements for training are measured as of the first anniversary of the date of the trustee's election or appointment or two-year anniversary of his or her previous training, as applicable.

There are eight training areas for board member continuing education:

1. Local District Orientation
2. Orientation to the Texas Education Code
3. Post-Legislative Update to the Texas Education Code
4. Team Building
5. Additional Continuing Education
6. Evaluating Student Academic Performance and Setting Goals
7. Identifying and Reporting Abuse, Trafficking, and Other Maltreatment of Children
8. School Safety

To the extent applicable to each board member, I will announce the completion or deficiency as to required training.

For members who still have time remaining to complete required training, I will announce those board members who have scheduled timely training and those who have not yet scheduled the training.

At the conclusion of this announcement, I will announce any board member's training in excess of the continuing education requirements.



Board of Trustees

Ross Hendershot, III
President

Justin Schwausch
Vice President

Josie Smith-Wright
Secretary

Sandra Gorden

Gloria Torres

D'Anna Robinson

Ashley Molina

GISD School Board Agenda Information Sheet
April 8, 2024

REPORT ITEM

SUBJECT: Superintendent's Report

ADMINISTRATOR RESPONSIBLE: Dr. Elmer Avellaneda, Superintendent

RATIONAL SUMMARY: Information provided by the superintendent is designed to keep the Board of Trustees informed regarding daily operations of the school district.

SUPERINTENDENT'S RECOMMENDATION: N/A

SAMPLE MOTION: N/A

**GROWING
GREATNESS**

Our Students. Our Future.



Board of Trustees
 Ross Hendershot, III
 President
 Justin Schwausch
 Vice President
 Josie Smith-Wright
 Secretary
 Sandra Gorden
 D'Anna Robinson
 Ashley Molina
 Gloria Torres

GISD School Board Agenda Information Sheet
 April 8, 2024

INFORMATION ITEM

SUBJECT: Board Business

ADMINISTRATOR RESPONSIBLE: Dr. Elmer Avellaneda, Superintendent of Schools

AUTHORITY FOR THIS ACTION: GISD School Board Policy BF (Local)

RATIONAL SUMMARY: Information provided through the Board Business section of the agenda aimed at keeping trustees informed of routine correspondence.

***Added Items**

April 16, 2024	English 1 EOC 6 th RLA STAAR
April 17, 2024	English 2 ROC 3 rd -5 th RLA STAAR
April 18, 2024	SLI Registration Opens 7 th & 8 th RLA STAAR
April 23, 2024	Biology EOC 5 th Science STAAR 8 th Social Studies STAAR National School Bus Driver Appreciation Day
April 24, 2024	U.S. History EOC Administrative Professionals Day
April 25, 2024	8 th Science STAAR TASB Workshop(GHS)
April 26, 2024	Band Banquet
April 30, 2024	HS Algebra EOC 8 th Algebra EOC 8 th Math STAAR (1/2 students)
May 1, 2024	6 th Math STAAR 3 rd -5 th Math STAAR School Principals' Day
May 2, 2024	7 th Math STAAR 8 th Math STAAR (1/2 students) GHS FFA Banquet
May 3, 2024	Decision Day PepRally(GHS 10:00am) School Lunch Hero Day
May 4, 2024	Election Day



Our Students. Our Future.



May 6, 2024	Top 10% Banquet
May 6-10, 2024	Teacher Appreciation Week
May 8, 2024	Military Signing Day PepRally (GHS 10:00am) National School Nurse Day
May 10, 2024	GE Fun Field Day
May 13, 2024	Regular Board Meeting Band Spring Concert 7-8pm GE Picnic with parents(the whole week)
May 14, 2024	Athletic Banquet 6-8pm JB Wells 3 rd Grade Awards
May 15, 2024	4 th Grade Awards
May 16, 2024	1 st & 2 nd Grade In-House UIL Meet GJHS Field Day Apache Olympics 5 th Grade Awards
May 17, 2024	Staff Development/Student Holiday
May 18, 2024	National Speech Pathologist Day
May 20, 2024	Senior Walk Scholarship Night @GJHS 6-7:30 GE Awards (details to come soon)
May 21, 2024	Pre-K Grad 1:00-2:00pm Kinder Grad 9am GE Awards (details to come soon) 6 th Grade Awards 10-11am 7 th Grade Awards 1-2pm GHS Senior Olympics
May 22, 2024	Pre-K Grad 1:00-2:00pm Kinder Grad 9am Senior Awards Day
May 23, 2024	Early Release/Last Day of School
May 24, 2024	Graduation Day/Teacher Work Day
May 27, 2024	Memorial Day/District Closed



Our Students. Our Future.



The GISD School Board Agenda Information Sheet
April 8, 2024

Board of Trustees

Ross Hendershot, III
President

Justin Schwausch
Vice President

Josie Smith-Wright
Secretary

Sandra Gorden

D'Anna Robinson

Ashley Molina

Gloria Torres

Adjourn to Closed Session
Under Texas Government Code Chapter 551

The board will recess this open session and convene in a closed meeting to discuss items on the agenda. The Board may conveniently meet in such closed or Executive Session or meeting, concerning any and all subjects and for any and all purposes permitted by Texas Government Code chapter 551, including, but not limited to:

Section 551.071: Consultation with Attorney;

Section 551.072: Deliberation Regarding Real Property;

Section 551.073: Deliberation Regarding Prospective Gift;

Section 551.074: Personnel Matters; Deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: Closed Meeting.

Section 551.076: Deliberation Regarding Security Devices;

Section 551.082: School Children; School District Employees; Disciplinary Matter or Complaint

Section 551.083: Certain School Boards; Meeting Regarding Consultation with Representative of Employee Group

Section 551.084: Investigation; Exclusion of witnesses from a hearing.

No voting will take place in the closed meeting. Any action the board wishes to take as a result of discussions in a closed session will take place after the board reconvenes in an open meeting. Today's date is _____ and it is _____ p.m./am

ADMINISTRATOR RESPONSIBLE: Dr. Elmer Avellaneda, Superintendent of Schools

RATIONAL SUMMARY: Personnel Matters

Personnel matters are as follows:

A. Personnel



Our Students. Our Future.