

Regular Meeting
Monday, November 10, 2025 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: James "Cotton" Russell
 - 1.C. Pledge:
Presenter: Barbara Licea
 - 1.D. Mission Statement:
Presenter: Ella Lindemann
2. Public Comments
Presenter: Board President
3. Recognitions

Presenter: Dr. Dana Arreola, Superintendent of Schools
4. New Business/Action Items
 - 4.A. Consent Agenda

Discuss and Consider Action to approve the Consent Agenda
Presenter: Dr. Dana Arreola, Superintendent of Schools
 - 4.A.1. Minutes of Meetings:
 - 4.A.2. Budget Amendments:
 - 4.B. Discuss and Consider Action on the 2025 Tax Roll Per Section 26.09 Texas Property Tax Code
Presenter: Amanda Smith, Chief Financial Officer; Dr. Dana Arreola, Superintendent of Schools
 - 4.C. Discuss and Consider Action to cast a vote, by written resolution, for nominees to serve on the Gonzales Central Appraisal District (GCAD) Board of Directors for the upcoming term beginning January 1, 2026, and ending December 31, 2027.
Presenter: Dr. Dana Arreola, Superintendent of Schools
 - 4.D. Discuss and Consider Action on Bid for Resale Property: Suit 6792 (Parcel 13374)
Presenter: Amanda Smith, Chief Financial Officer; Dr. Dana Arreola, Superintendent of Schools
 - 4.E. Discuss and Consider Action to Approve the proposed Board Goals and Superintendent Guardrails
Presenter: Justin Schwausch, Board President

5. Reports
 - 5.A. ConnectED Texas Program Overview
Presenter: Amanda Smith, Chief Financial Officer; Dr. Dana Arreola, Superintendent of Schools
 - 5.B. Academic Report
Presenter: Joy Philpott, Chief Academic Officer
 - 5.C. Operations Report
Presenter: Dr. Valerie Ibeji, Deputy Superintendent
 - 5.D. Financial Report
Presenter: Amanda Smith, Chief Financial Officer; Dr. Dana Arreola, Superintendent of Schools
 - 5.E. 2023 Bond Program Monthly Update
Presenter: Casey Sledge, Region XIII/Sledge Engineering
 - 5.F. Superintendent Reports
Presenter: Dr. Dana Arreola, 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. Student Legal Matter Update
 - 7.B. Personnel
 - 7.C. Intruder Detection Audit
 - 7.D. Approval of New Guardians
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

Justin Schwausch
President

Ross Hendershot, III
Vice President

Ashley Molina
Secretary

Naomi Brown

D'Anna Robinson

Josie Smith-Wright

Gloria Torres

GISD School Board Agenda Information Sheet
November 10, 2025

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.





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President

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Secretary

Gloria Torres

D'Anna Robinson

Josie Smith-Wright

Naomi Brown

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RECOGNITIONS

RATIONAL SUMMARY: This month, administration would like to recognize the contributions/accomplishments of the following individuals:

Administrator Responsible: Dr. Dana Arreola, Superintendent of Schools

- GPA
 - Earnest Jefferson, Jr.
 - Staff Member
 - Emily Parra
- GE
 - Lawson Simper
 - Staff Member
 - Jessica Kalina
- GNA
 - Anali Olalde
 - Staff Member
 - Raquel Peluyera
- GJHS
 - Hailey Daniel
 - Staff member
 - Katlyn Riojas
- GHS
 - Alex Rosas
 - Staff Member
 - Maria Medina
 - GHS Cheer
 - Athletics
 - 8th Grade Football Team-District Champs
 - GHS Cross Country





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GISD School Board Agenda Information Sheet
November 10, 2025

ACTION ITEM

SUBJECT: Discuss and Consider Action to Approve the Consent Agenda

ADMINISTRATOR RESPONSIBLE: Dr. Dana Arreola, Superintendent of Schools

RATIONAL SUMMARY:

A. Meeting Minutes: October 13

B. Budget Amendments:

SUPERINTENDENT'S RECOMMENDATION: APPROVE

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



Regular Meeting
Monday, October 13, 2025 5:30 PM Central

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

Naomi Brown: Absent
Ross Hendershot, III: Absent
Ashley Molina: Absent
D'Anna Robinson: Present
Justin Schwausch: Present
Josie Smith-Wright: Present
Gloria Torres: Present
Present: 4, Absent: 3.

1. Call to Order

Mr. Schwausch called the meeting to order at 5:30PM

1.A. Roll Call

1.B. Invocation:

Martin Torres, GJHS Student, led the Invocation.

1.C. Pledge:

Jayciana Bailey, GJHS Student, led the pledge.

1.D. Mission Statement:

Nathan Lawrence, GJHS Student, read the Mission Statement.

2. Public Comments

No Public Comments

3. Recognitions

Mrs. Mikesh, GPA Principal, recognized Tessa Parker, student, and Anahi Ortiz, Staff Member.

Ms. Leal, GE Principal, recognized Eliza Tovar, student, and Erin McCray, Staff Member.

Mrs. Freeman, GNA Principal, recognized Adalynn Kloesel, student, and Katie Dollard, Staff Member.

Mrs. Gibson, GJHS Principal, recognized Brayden Sanchez, student, and Sherry Simper, Staff Member.

Mrs. Perez, GHS Principal, recognized Lyanette Rios, Gary Lewis, students, and Mr. Baker, Staff Member.

Dr. Arreola recognized Campus Principals for Principal Appreciation Month

4. New Business/Action Items

4.A. Consent Agenda

Discuss and Consider Action to approve the Consent Agenda

I move that the board approve the consent agenda as presented. This motion, made by Josie Smith-Wright and seconded by Gloria Torres, Passed.

Naomi Brown: Absent, Ross Hendershot, III: Absent, Ashley Molina: Absent, D'Anna Robinson: Yea, Justin Schwausch: Yea, Josie Smith-Wright: Yea, Gloria Torres: Yea
Yea: 4, Nay: 0, Absent: 3

PASSED 4/0

4.A.1. Minutes of Meetings:

September 8—Regular Board Meeting

4.A.2. Budget Amendments:

- \$1,498 Increase to Function 11 & Other Local Sources: Gift revenue from First Evangelical Lutheran Church for school supplies
- \$5,000 Increase to Function 11 & Other Local Sources: Gift revenue from HEB for school supplies
- \$1,500 Increase to Function 61 & Other Local Sources: Gift revenue from GVEC, Sage Capital Bank, & Rivercrest Realty, LLC(\$500/ea) for Attendance Incentive
- \$20k from Function 11 to 81: Change order on tennis court resurfacing project

4.A.3. Grand Canyon Field Placement Affiliation Agreement—Student Teaching

4.A.4. Addition to T-Tess Appraiser List: Erma Freeman, GNA Principal

4.B. Discuss and Consider Action on Resolution Nominating Candidate for the Caldwell County Appraisal District Board of Directors

"I move that the Board adopt a resolution to nominate Ross Hendershot as candidates for the Caldwell County Appraisal District Board of Directors.". This motion, made by Josie Smith-Wright and seconded by D'Anna Robinson, Passed.

Naomi Brown: Absent, Ross Hendershot, III: Absent, Ashley Molina: Absent, D'Anna Robinson: Yea, Justin Schwausch: Yea, Josie Smith-Wright: Yea, Gloria Torres: Yea
Yea: 4, Nay: 0, Absent: 3

The board nominated Ross Hendershot for the 2026-27 term on the Caldwell County Appraisal District Board of Directors.

PASSED 4/0

4.C. Discuss and Consider Action to Approve GISD's District and Campus Performance Goals 2025-26

I move that the Board approve Gonzales ISD District and Campus Performance Objectives for the 2025-26 school year. This motion, made by D'Anna Robinson and seconded by Josie Smith-Wright, Passed.

Naomi Brown: Absent, Ross Hendershot, III: Absent, Ashley Molina: Absent, D'Anna Robinson: Yea, Justin Schwausch: Yea, Josie Smith-Wright: Yea, Gloria Torres: Yea
Yea: 4, Nay: 0, Absent: 3

Joy Philpott presented the GISD District Improvement Plan 2025-2026 Performance Objectives.

Texas Education Code §11.251 describes the planning and decision-making process for districts and campuses. Specifically, "The Board of Trustees . . . shall ensure that a district improvement plan and improvement plans for each campus are developed, reviewed, and revised annually . . . The board shall annually approve district and campus performance objectives.

PASSED 4/0

4.D. Discuss and Consider Action to Approve Easement to Guadalupe Valley Electric Cooperative (GVEC) at new CTE & Ag Barn Project

"I move to approve the GVEC Easement as presented". This motion, made by Gloria Torres and seconded by Josie Smith-Wright, Passed.

Naomi Brown: Absent, Ross Hendershot, III: Absent, Ashley Molina: Absent, D'Anna Robinson: Yea, Justin Schwausch: Yea, Josie Smith-Wright: Yea, Gloria Torres: Yea
Yea: 4, Nay: 0, Absent: 3

Casey Sledge from Sledge Engineering/ ESC Region 13 went before the board seeking approval of the Easement to Guadalupe Valley Electric Cooperative (GVEC) at the new CTE & Ag Barn Project.

GVEC will provide electric power to the new CTE & Ag Barn facilities. GVEC requires an Easement on ISD property to install the power lines to the new facilities. GVEC will maintain their facilities in this easement.

The proposed easement exhibit is attached, along with easement language provided by GVEC. Note this easement is exclusively provided to GVEC and not to other entities or utility providers. There is no cost to GISD for this easement.

PASSED 4/0

4.E. Discuss and Consider Action on the 2025 Tax Roll Per Section 26.09 Texas Property Tax Code

Dr. Arreola asked for this item to be tabled due to waiting on information from the Gonzales County Tax Assessor-Collector.

4.F. Discuss and Consider Action to proceed with the Lone Star Governance Contract

I move that the Board of Trustees approve entering into the Lone Star Governance Contract as presented. This motion, made by D'Anna Robinson and seconded by Josie Smith-Wright, Passed.

Naomi Brown: Absent, Ross Hendershot, III: Absent, Ashley Molina: Absent, D'Anna Robinson: Yea, Justin Schwausch: Yea, Josie Smith-Wright: Yea, Gloria Torres: Yea
Yea: 4, Nay: 0, Absent: 3

Mr. Schwausch made a recommendation to the board to proceed with the Lone Star Governance Contract.

The Lone Star Governance (LSG) framework provides a research-based approach to strengthen school board governance and improve student outcomes. By entering into the LSG contract, Gonzales ISD affirms its commitment to aligning board actions with the district's vision, mission, and student performance goals.

This contract establishes clear expectations, accountability measures, and continuous progress monitoring, ensuring that the board remains focused on student achievement. Through the LSG process, trustees and district leadership will receive targeted support, coaching, and training designed to enhance governance practices, improve decision-making, and build a culture of collaboration and transparency.

Proceeding with the contract will allow GISD to access structured tools and resources that prioritize student outcomes, support effective governance, and foster long-term academic success. By adopting the Lone Star Governance model, the district demonstrates its dedication to providing high-quality education for all students and maintaining a governance system that is student-centered, data-driven, and results-oriented.

Mrs. Torres asked how much this would cost the district. Ms. Smith-Wright replied that it's \$30,000 for 12 months with \$5,000 already being paid. This will align the district as a whole.

PASSED 4/0

5. Reports

5.A. Academic Report

Joy Philpott, Chief Academic Officer, presented an Academic Report to the board.

5.B. Operations Report

Dr. Valerie Ibeji, Deputy Superintendent, presented an Operations Update to the board.

5.C. Financial Report

Amanda Smith, Chief Financial Officer, presented the Financial Report to the board.

5.D. School First (Financial Integrity Rating System of Texas) Overview & Gonzales ISD's 2024-25 Rating

Amanda Smith, presented the School First Overview & Gonzales ISD's 2024-25 Rating to the board. The 2024-25 rating is based on 2023-24 data. GISD received an A Rating.

5.E. 2023 Bond Program Update

Casey Sledge, Sledge Engineering//ESC Region 13 provided an update to the board on the 2023 Bond Program Update. Mr. Sledge also went over Apache Stadium OCR Upgrades schematic design estimate.

5.F. Superintendent Reports

Dr. Arreola, shared information on Policy Updates. Working closely with TASB they have recommended that the policies are updated every 5–7 years. The district went through the process in 2021 and will review all policies in the Fall of 2026. As new laws are passed, administration will update policies as needed.

Personnel Updates: Ms. Amanda Sanchez is now the Communication & Community Engagement Specialist

Reading Initiatives: Apaches Reading Together, SA Reading will be launching on October 20
Shout out to Coach Hamilton for all that he is doing leading our athletic department.

6. Board Business

6.A. Board Correspondence

6.B. Dates of Interest

October 14	Community Engagement Meeting @5pm @Admin. Cafeteria
October 20	National Night Out 6-8pm @Edwards Gym
October 20	National School Bus Safety Week
October 23-31	Red Ribbon Week
October 31	Early Release Day
November 3	Staff Development
November 5	Coffee and Connections 7-7:45am @Come & CreepIt
November 10	Board Meeting

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: The board went into closed session at 6:40 PM.

7.A. Personnel

7.B. Board Goals

7.C. Superintendent Constraints

7.D. Student Legal Matter

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

The board came back to open session at 7:40PM with no further items to discuss. Meeting adjourned at 7:40 PM

9. Adjourn

Justin Schwausch, Board President

Ashley Molina, Board Secretary

**2025-26 Proposed Budget Revision
General Operating Fund
Regular Board Meeting - November 10, 2025**

	Current Budget	Proposed Amendment	Proposed Revised Budget
REVENUES			
5700 Local Property Taxes	22,353,106		22,353,106
5700 Other Local Sources	1,036,746	1,000	1,037,746
5800 State Revenues	10,367,245		10,367,245
5900 Federal Sources	440,735		440,735
TOTAL REVENUES	34,197,832	1,000	34,198,832
EXPENDITURES			
0011 Instruction	17,726,644		17,726,644
0012 Instructional Resources & Media Services	264,900		264,900
0013 Curriculum & Staff Development	1,191,307		1,191,307
0021 Instructional Leadership	347,641		347,641
0023 School Leadership	2,044,799		2,044,799
0031 Guidance, Counseling, & Evaluation	1,383,535		1,383,535
0032 Social Work Services	171,689		171,689
0033 Health Services	449,726		449,726
0034 Student Transportation	1,666,731		1,666,731
0035 Food Services	540		540
0036 Co-Curricular/Extra-Curricular Activities	1,813,645		1,813,645
0041 General Administration	2,140,139		2,140,139
0051 Plant Maintenance and Operations	4,315,645		4,315,645
0052 Security & Monitoring Services	675,912		675,912
0053 Data Processing Services	1,421,847		1,421,847
0061 Community Services	7,500	1,000	8,500
0071 Debt Services	423,088		423,088
0081 Facilities Acquisition & Construction	61,209		61,209
0099 Other Intergovernmental Charges	607,600		607,600
TOTAL EXPENDITURES	36,714,097	1,000	36,715,097
8911 Operational Transfer Out	500		500
NET ACTIVITY	(2,516,765)	0	(2,516,765)

Notes:

-\$1,000 Increase to Function 61 & Other Local Sources: Gift revenue from Baker Boys BBQ & Mayor Isaac Anzaldua for Monthly Attendance Incentive Initiative



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Gloria Torres

GISD School Board Agenda Information Sheet
November 10, 2025

ACTION ITEM

SUBJECT: Discuss and Consider Action on the 2025 Tax Roll Per Section 26.09
Texas Property Tax Code

ADMINISTRATOR RESPONSIBLE: Amanda Smith, Chief Financial Officer;
Dr. Dana Arreola, Superintendent of Schools

RATIONAL SUMMARY: The Gonzales County Tax Assessor-Collector, has submitted the 2025 final roll report for review and approval. The 2025 final roll report (which includes the levy totals) has been included on the next page.

Note: The report has a different format due to the County transferring to a different software last year.

ADMINISTRATION'S RECOMMENDATION: Approve

SAMPLE MOTION: *"I move that the Board approve the 2025 tax roll, as presented."*



LEARNING TODAY,
LEADING TOMORROW

Gonzales County Tax Office 2025
Taxroll Calculated Totals

Roll	Jurisdiction	Total Land Value	Total Improvement	Total Personal Value	Total MIUP Value	Total Market Taxable	Reimbursable Exemptions	Net Taxable Value	Tax Rate	Taxes
		0	0		0		0			

MIUP	31 - GONZALES ISD M&O	0	0	0	2,127,578,500	2,050,075,889	0	2,036,456,641	0.73080000	\$14,882,424.48
Personal	31 - GONZALES ISD M&O	0	0	109,727,230	0	99,618,770	11,915,790	84,856,190	0.73080000	\$620,094.24
Real	31 - GONZALES ISD M&O	2,683,695,520	1,194,568,500	0	0	1,493,598,064	340,575,827	912,321,317	0.73080000	\$6,265,080.36
		2,683,695,520	1,194,568,500	109,727,230	2,127,578,500	3,643,292,723	352,491,617	3,033,634,148		
31 - GONZALES ISD M&O Tax Assessed										\$21,767,599.08
								Ceiling Loss	\$402,532.34	
								Late Ag Tax	\$333.44	
								VLA Credit	\$0.00	

Gonzales County Tax Office 2025

Taxroll Calculated Totals

Roll	Jurisdiction	Total Land Value	Total Improvement	Total Personal Value	Total MIUP Value	Total Market Taxable	Reimbursable Exemptions	Net Taxable Value	Tax Rate	Taxes
Personal	31C - GISD M&O - (Caldwell)	0	0	6,434,800	0	6,434,800	0	6,432,680	0.73080000	\$47,009.99
Real	31C - GISD M&O - (Caldwell)	176,403,057	47,665,289	0	0	77,301,505	18,487,651	58,786,934	0.73080000	\$406,584.24
		176,403,057	47,665,289	6,434,800	0	83,736,305	18,487,651	65,219,614		
31C - GISD M&O - (Caldwell) Tax Assessed										\$453,594.23
								Ceiling Loss	\$23,053.67	
								Late Ag Tax	\$54.31	
								VLA Credit	\$0.00	
Personal	31CIS - GISD I&S - (Caldwell)	0	0	6,434,800	0	6,434,800	0	6,432,680	0.14420000	\$9,275.92
Real	31CIS - GISD I&S - (Caldwell)	176,403,057	47,665,289	0	0	77,301,505	18,487,651	58,786,934	0.14420000	\$81,617.69
		176,403,057	47,665,289	6,434,800	0	83,736,305	18,487,651	65,219,614		
31CIS - GISD I&S - (Caldwell) Tax Assessed										\$90,893.61
								Ceiling Loss	\$3,157.56	
								Late Ag Tax	\$10.72	
								VLA Credit	\$0.00	
MIUP	31IS - GONZALES ISD I&S	0	0	0	2,127,578,500	2,050,075,889	0	2,036,456,641	0.14420000	\$2,936,567.70
Personal	31IS - GONZALES ISD I&S	0	0	109,727,230	0	99,618,770	11,915,790	84,856,190	0.14420000	\$122,355.75
Real	31IS - GONZALES ISD I&S	2,683,695,520	1,194,568,500	0	0	1,493,598,064	340,575,827	912,321,317	0.14420000	\$1,266,496.42
		2,683,695,520	1,194,568,500	109,727,230	2,127,578,500	3,643,292,723	352,491,617	3,033,634,148		
31IS - GONZALES ISD I&S Tax Assessed										\$4,325,419.87
								Ceiling Loss	\$49,143.53	
								Late Ag Tax	\$65.80	
								VLA Credit	\$0.00	

2025 Gonzales County Tax Office YEAR TO DATE TOTALS FOR GONZALES ISD M&O

From 10/09/2025 To 10/09/2025

Run Date/Time: 10/09/2025 9:31:07 am

JURISDICTION
TOTAL

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	ORIGINAL	SUPPLEMENTS	TOTAL CURRENT	% PAID	DELINQUENT	% PAID	JURISDICTION TOTAL
31 Beginning Balance:	22,221,193.31	0.00	22,221,193.31		2,386,089.73		24,607,283.04
Late Exemption:	0.00	0.00	0.00		0.00		0.00
Other Adjustments:	0.00	0.00	0.00		0.00		0.00
Supplements:	0.00	0.00	0.00		0.00		0.00
Total Adjustments:	0.00	0.00	0.00		0.00		0.00
Adjusted Balance:	22,221,193.31	0.00	22,221,193.31		2,386,089.73		24,607,283.04
Total Tax Collected:	0.00	0.00	0.00	0.00%	0.00	0.00%	0.00
PR YR Refunds/NSF::	0.00	0.00	0.00		0.00		0.00
Uncollected Balance:	22,221,193.31	0.00	22,221,193.31		2,386,089.73		24,607,283.04
Tax:	0.00	0.00	0.00	0.00%	0.00	0.00%	0.00
Discount:	0.00	0.00	0.00		0.00		0.00
Penalty:	0.00	0.00	0.00		0.00		0.00
Overshort:	0.00	0.00	0.00		0.00		0.00
Net Collected :	0.00	0.00	0.00		0.00		0.00
Attorney:	0.00	0.00	0.00		0.00		0.00
Court Cost:	0.00	0.00	0.00		0.00		0.00
Abstract Fees:	0.00	0.00	0.00		0.00		0.00
Personal Penalty:	0.00	0.00	0.00		0.00		0.00
Total :	0.00	0.00	0.00		0.00		0.00

TAX YEAR	BEGIN BALANCE	ADJUSTMENTS	SUPPLEMENTS	ADJUSTED TOTAL	TAX COLLECTED	% PAID	PR YR REFUNDS/NSF	UNCOLLECTED
2024	\$423,886.40	\$0.00	\$0.00	\$423,886.40	\$0.00	0.00%	\$0.00	\$423,886.40
2023	\$271,315.32	\$0.00	\$0.00	\$271,315.32	\$0.00	0.00%	\$0.00	\$271,315.32
2022	\$223,659.05	\$0.00	\$0.00	\$223,659.05	\$0.00	0.00%	\$0.00	\$223,659.05
2021	\$164,165.61	\$0.00	\$0.00	\$164,165.61	\$0.00	0.00%	\$0.00	\$164,165.61
2020	\$125,220.17	\$0.00	\$0.00	\$125,220.17	\$0.00	0.00%	\$0.00	\$125,220.17
2019	\$73,931.60	\$0.00	\$0.00	\$73,931.60	\$0.00	0.00%	\$0.00	\$73,931.60
2018	\$67,287.50	\$0.00	\$0.00	\$67,287.50	\$0.00	0.00%	\$0.00	\$67,287.50
2017	\$112,841.26	\$0.00	\$0.00	\$112,841.26	\$0.00	0.00%	\$0.00	\$112,841.26
2016	\$128,057.36	\$0.00	\$0.00	\$128,057.36	\$0.00	0.00%	\$0.00	\$128,057.36
2015	\$104,283.91	\$0.00	\$0.00	\$104,283.91	\$0.00	0.00%	\$0.00	\$104,283.91
2014	\$500,904.70	\$0.00	\$0.00	\$500,904.70	\$0.00	0.00%	\$0.00	\$500,904.70
2013	\$48,783.14	\$0.00	\$0.00	\$48,783.14	\$0.00	0.00%	\$0.00	\$48,783.14
2012	\$42,412.40	\$0.00	\$0.00	\$42,412.40	\$0.00	0.00%	\$0.00	\$42,412.40
2011	\$17,865.79	\$0.00	\$0.00	\$17,865.79	\$0.00	0.00%	\$0.00	\$17,865.79
2010	\$15,821.19	\$0.00	\$0.00	\$15,821.19	\$0.00	0.00%	\$0.00	\$15,821.19
2009	\$14,548.88	\$0.00	\$0.00	\$14,548.88	\$0.00	0.00%	\$0.00	\$14,548.88
2008	\$14,089.68	\$0.00	\$0.00	\$14,089.68	\$0.00	0.00%	\$0.00	\$14,089.68
2007	\$11,949.79	\$0.00	\$0.00	\$11,949.79	\$0.00	0.00%	\$0.00	\$11,949.79
2006	\$13,062.35	\$0.00	\$0.00	\$13,062.35	\$0.00	0.00%	\$0.00	\$13,062.35
2005	\$11,952.38	\$0.00	\$0.00	\$11,952.38	\$0.00	0.00%	\$0.00	\$11,952.38
2004	\$51.25	\$0.00	\$0.00	\$51.25	\$0.00	0.00%	\$0.00	\$51.25
2003	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
2002	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
2001	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
2000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
1999	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
1998	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
1997	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
1996	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
PREVIOUS YEARS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00

2025 Gonzales County Tax Office YEAR TO DATE TOTALS FOR GONZALES I.S.D. PPP

From 10/09/2025 To 10/09/2025

Run Date/Time: 10/09/2025 9:31:07 am

JURISDICTION
TOTAL

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	ORIGINAL	SUPPLEMENTS	TOTAL CURRENT	% PAID	DELINQUENT	% PAID	JURISDICTION TOTAL
31P	Beginning Balance:	7,796.85	0.00	7,796.85	3,408.55		11,205.40
	Late Exemption:	0.00	0.00	0.00	0.00		0.00
	Other Adjustments:	0.00	0.00	0.00	0.00		0.00
	Supplements:	0.00	0.00	0.00	0.00		0.00
	Total Adjustments:	0.00	0.00	0.00	0.00		0.00
	Adjusted Balance:	7,796.85	0.00	7,796.85	3,408.55		11,205.40
	Total Tax Collected:	0.00	0.00	0.00 0.00%	0.00 0.00%		0.00
	PR YR Refunds/NSF::	0.00	0.00	0.00	0.00		0.00
	Uncollected Balance:	7,796.85	0.00	7,796.85	3,408.55		11,205.40
	Tax:	0.00	0.00	0.00 0.00%	0.00 0.00%		0.00
	Discount:	0.00	0.00	0.00	0.00		0.00
	Penalty:	0.00	0.00	0.00	0.00		0.00
	Overshort:	0.00	0.00	0.00	0.00		0.00
	Net Collected :	0.00	0.00	0.00	0.00		0.00
	Attorney:	0.00	0.00	0.00	0.00		0.00
	Court Cost:	0.00	0.00	0.00	0.00		0.00
	Abstract Fees:	0.00	0.00	0.00	0.00		0.00
	Personal Penalty:	0.00	0.00	0.00	0.00		0.00
	Total :	0.00	0.00	0.00	0.00		0.00

TAX YEAR	BEGIN BALANCE	ADJUSTMENTS	SUPPLEMENTS	ADJUSTED TOTAL	TAX COLLECTED	% PAID	PR YR REFUNDS/NSF	UNCOLLECTED
2024	\$646.52	\$0.00	\$0.00	\$646.52	\$0.00	0.00%	\$0.00	\$646.52
2023	\$281.76	\$0.00	\$0.00	\$281.76	\$0.00	0.00%	\$0.00	\$281.76
2022	\$213.45	\$0.00	\$0.00	\$213.45	\$0.00	0.00%	\$0.00	\$213.45
2021	\$703.12	\$0.00	\$0.00	\$703.12	\$0.00	0.00%	\$0.00	\$703.12
2020	\$212.11	\$0.00	\$0.00	\$212.11	\$0.00	0.00%	\$0.00	\$212.11
2019	\$103.38	\$0.00	\$0.00	\$103.38	\$0.00	0.00%	\$0.00	\$103.38
2018	\$280.60	\$0.00	\$0.00	\$280.60	\$0.00	0.00%	\$0.00	\$280.60
2017	\$112.84	\$0.00	\$0.00	\$112.84	\$0.00	0.00%	\$0.00	\$112.84
2016	\$331.43	\$0.00	\$0.00	\$331.43	\$0.00	0.00%	\$0.00	\$331.43
2015	\$438.40	\$0.00	\$0.00	\$438.40	\$0.00	0.00%	\$0.00	\$438.40
2014	\$68.44	\$0.00	\$0.00	\$68.44	\$0.00	0.00%	\$0.00	\$68.44
2013	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
2012	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
2009	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
2006	\$2.98	\$0.00	\$0.00	\$2.98	\$0.00	0.00%	\$0.00	\$2.98
2005	\$13.52	\$0.00	\$0.00	\$13.52	\$0.00	0.00%	\$0.00	\$13.52

2025 Gonzales County Tax Office YEAR TO DATE TOTALS FOR GONZALES ISD I&S

From 10/09/2025 To 10/09/2025

Run Date/Time: 10/09/2025 9:31:07 am

JURISDICTION
TOTAL

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	ORIGINAL	SUPPLEMENTS	TOTAL CURRENT	% PAID	DELINQUENT	% PAID	JURISDICTION TOTAL
31IS	Beginning Balance:	4,416,313.48	0.00	4,416,313.48	254,836.31		4,671,149.79
	Late Exemption:	0.00	0.00	0.00	0.00		0.00
	Other Adjustments:	0.00	0.00	0.00	0.00		0.00
	Supplements:	0.00	0.00	0.00	0.00		0.00
	Total Adjustments:	0.00	0.00	0.00	0.00		0.00
	Adjusted Balance:	4,416,313.48	0.00	4,416,313.48	254,836.31		4,671,149.79
	Total Tax Collected:	0.00	0.00	0.00 0.00%	0.00 0.00%		0.00
	PR YR Refunds/NSF::	0.00	0.00	0.00	0.00		0.00
	Uncollected Balance:	4,416,313.48	0.00	4,416,313.48	254,836.31		4,671,149.79
	Tax:	0.00	0.00	0.00 0.00%	0.00 0.00%		0.00
	Discount:	0.00	0.00	0.00	0.00		0.00
	Penalty:	0.00	0.00	0.00	0.00		0.00
	Overshort:	0.00	0.00	0.00	0.00		0.00
	Net Collected :	0.00	0.00	0.00	0.00		0.00
	Attorney:	0.00	0.00	0.00	0.00		0.00
	Court Cost:	0.00	0.00	0.00	0.00		0.00
	Abstract Fees:	0.00	0.00	0.00	0.00		0.00
	Personal Penalty:	0.00	0.00	0.00	0.00		0.00
	Total :	0.00	0.00	0.00	0.00		0.00

TAX YEAR	BEGIN BALANCE	ADJUSTMENTS	SUPPLEMENTS	ADJUSTED TOTAL	TAX COLLECTED	% PAID	PR YR REFUNDS/NSF	UNCOLLECTED
2024	\$76,550.72	\$0.00	\$0.00	\$76,550.72	\$0.00	0.00%	\$0.00	\$76,550.72
2023	\$33,899.91	\$0.00	\$0.00	\$33,899.91	\$0.00	0.00%	\$0.00	\$33,899.91
2022	\$16,997.49	\$0.00	\$0.00	\$16,997.49	\$0.00	0.00%	\$0.00	\$16,997.49
2021	\$13,583.08	\$0.00	\$0.00	\$13,583.08	\$0.00	0.00%	\$0.00	\$13,583.08
2020	\$11,156.67	\$0.00	\$0.00	\$11,156.67	\$0.00	0.00%	\$0.00	\$11,156.67
2019	\$6,826.62	\$0.00	\$0.00	\$6,826.62	\$0.00	0.00%	\$0.00	\$6,826.62
2018	\$2,828.44	\$0.00	\$0.00	\$2,828.44	\$0.00	0.00%	\$0.00	\$2,828.44
2017	\$13,020.07	\$0.00	\$0.00	\$13,020.07	\$0.00	0.00%	\$0.00	\$13,020.07
2016	\$17,238.58	\$0.00	\$0.00	\$17,238.58	\$0.00	0.00%	\$0.00	\$17,238.58
2015	\$12,363.61	\$0.00	\$0.00	\$12,363.61	\$0.00	0.00%	\$0.00	\$12,363.61
2014	\$40,851.44	\$0.00	\$0.00	\$40,851.44	\$0.00	0.00%	\$0.00	\$40,851.44
2013	\$1,668.35	\$0.00	\$0.00	\$1,668.35	\$0.00	0.00%	\$0.00	\$1,668.35
2012	\$1,663.50	\$0.00	\$0.00	\$1,663.50	\$0.00	0.00%	\$0.00	\$1,663.50
2011	\$1,057.52	\$0.00	\$0.00	\$1,057.52	\$0.00	0.00%	\$0.00	\$1,057.52
2010	\$1,039.08	\$0.00	\$0.00	\$1,039.08	\$0.00	0.00%	\$0.00	\$1,039.08
2009	\$1,000.28	\$0.00	\$0.00	\$1,000.28	\$0.00	0.00%	\$0.00	\$1,000.28
2008	\$907.61	\$0.00	\$0.00	\$907.61	\$0.00	0.00%	\$0.00	\$907.61
2007	\$902.88	\$0.00	\$0.00	\$902.88	\$0.00	0.00%	\$0.00	\$902.88
2006	\$686.37	\$0.00	\$0.00	\$686.37	\$0.00	0.00%	\$0.00	\$686.37
2005	\$591.62	\$0.00	\$0.00	\$591.62	\$0.00	0.00%	\$0.00	\$591.62
2004	\$2.47	\$0.00	\$0.00	\$2.47	\$0.00	0.00%	\$0.00	\$2.47
2003	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
2002	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
2001	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
2000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
1999	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
1998	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
PREVIOUS YEARS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00

2025 Gonzales County Tax Office YEAR TO DATE TOTALS FOR GONZALES I.S.D. I&S PPP

From 10/09/2025 To 10/09/2025

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JURISDICTION
TOTAL

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	ORIGINAL	SUPPLEMENTS	TOTAL CURRENT	% PAID	DELINQUENT	% PAID	JURISDICTION TOTAL
31ISP							
Beginning Balance:	1,538.52	0.00	1,538.52		0.00		1,538.52
Late Exemption:	0.00	0.00	0.00		0.00		0.00
Other Adjustments:	0.00	0.00	0.00		0.00		0.00
Supplements:	0.00	0.00	0.00		0.00		0.00
Total Adjustments:	0.00	0.00	0.00		0.00		0.00
Adjusted Balance:	1,538.52	0.00	1,538.52		0.00		1,538.52
Total Tax Collected:	0.00	0.00	0.00	0.00%	0.00	0.00%	0.00
PR YR Refunds/NSF::	0.00	0.00	0.00		0.00		0.00
Uncollected Balance:	1,538.52	0.00	1,538.52		0.00		1,538.52
Tax:	0.00	0.00	0.00	0.00%	0.00	0.00%	0.00
Discount:	0.00	0.00	0.00		0.00		0.00
Penalty:	0.00	0.00	0.00		0.00		0.00
Overshort:	0.00	0.00	0.00		0.00		0.00
Net Collected :	0.00	0.00	0.00		0.00		0.00
Attorney:	0.00	0.00	0.00		0.00		0.00
Court Cost:	0.00	0.00	0.00		0.00		0.00
Abstract Fees:	0.00	0.00	0.00		0.00		0.00
Personal Penalty:	0.00	0.00	0.00		0.00		0.00
Total :	0.00	0.00	0.00		0.00		0.00

TAX YEAR	BEGIN BALANCE	ADJUSTMENTS	SUPPLEMENTS	ADJUSTED TOTAL	TAX COLLECTED	% PAID	PR YR REFUNDS/NSF	UNCOLLECTED
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Gonzales County Tax Office
HISTORY SUMMARY BY JURISDICTION ALL
From 10/09/2025 To 10/09/2025

31 - GONZALES ISD M&O

Year	Beginning Balance	Refunds	Adjustment	Base Tax	Discounts	Penalty/ Interest	Attorney Fee	Other Payment	Total Paid	Total Due
1995	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1996	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1997	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1998	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1999	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2001	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2002	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2003	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2004	\$51.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$51.25
2005	\$11,952.38	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,952.38
2006	\$13,062.35	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13,062.35
2007	\$11,949.79	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,949.79
2008	\$14,089.68	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14,089.68
2009	\$14,548.88	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14,548.88
2010	\$15,821.19	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,821.19
2011	\$17,865.79	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,865.79
2012	\$42,412.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42,412.40
2013	\$48,783.14	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48,783.14
2014	\$500,904.70	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500,904.70
2015	\$104,283.91	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$104,283.91
2016	\$128,057.36	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$128,057.36
2017	\$112,841.26	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$112,841.26
2018	\$67,287.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$67,287.50
2019	\$73,931.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$73,931.60
2020	\$125,220.17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$125,220.17
2021	\$164,165.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$164,165.61
2022	\$223,659.05	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$223,659.05
2023	\$271,315.32	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$271,315.32
2024	\$423,886.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$423,886.40
2025	\$22,221,193.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,221,193.31
TOTALS	\$24,607,283.04	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	24,607,283.04
CURRENTS	\$22,221,193.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	22,221,193.31
DELINQUENTS	\$2,386,089.73	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,386,089.73

Gonzales County Tax Office
HISTORY SUMMARY BY JURISDICTION ALL
From 10/09/2025 To 10/09/2025

31P - GONZALES I.S.D. PPP

Year	Beginning Balance	Refunds	Adjustment	Base Tax	Discounts	Penalty/ Interest	Attorney Fee	Other Payment	Total Paid	Total Due
2005	\$13.52	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13.52
2006	\$2.98	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2.98
2009	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2012	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2013	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2014	\$68.44	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$68.44
2015	\$438.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$438.40
2016	\$331.43	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$331.43
2017	\$112.84	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$112.84
2018	\$280.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$280.60
2019	\$103.38	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$103.38
2020	\$212.11	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$212.11
2021	\$703.12	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$703.12
2022	\$213.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$213.45
2023	\$281.76	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$281.76
2024	\$646.52	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$646.52
2025	\$7,796.85	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,796.85
TOTALS	\$11,205.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,205.40
CURRENTS	\$7,796.85	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,796.85
DELINQUENTS	\$3,408.55	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,408.55

Gonzales County Tax Office
HISTORY SUMMARY BY JURISDICTION ALL
From 10/09/2025 To 10/09/2025

31IS - GONZALES ISD I&S

Year	Beginning Balance	Refunds	Adjustment	Base Tax	Discounts	Penalty/ Interest	Attorney Fee	Other Payment	Total Paid	Total Due
1959	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1960	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1961	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1962	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1963	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1964	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1965	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1966	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1967	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1968	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1969	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1970	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1971	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1972	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1973	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1974	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1975	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1976	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1977	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1978	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1979	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1980	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1981	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1982	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1983	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1984	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1985	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1986	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1987	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1988	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1989	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1990	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1991	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1998	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1999	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Gonzales County Tax Office
HISTORY SUMMARY BY JURISDICTION ALL
From 10/09/2025 To 10/09/2025

311S - GONZALES ISD I&S

Year	Beginning Balance	Refunds	Adjustment	Base Tax	Discounts	Penalty/ Interest	Attorney Fee	Other Payment	Total Paid	Total Due
2001	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2002	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2003	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2004	\$2.47	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2.47
2005	\$591.62	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$591.62
2006	\$686.37	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$686.37
2007	\$902.88	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$902.88
2008	\$907.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$907.61
2009	\$1,000.28	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.28
2010	\$1,039.08	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,039.08
2011	\$1,057.52	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,057.52
2012	\$1,663.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,663.50
2013	\$1,668.35	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,668.35
2014	\$40,851.44	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40,851.44
2015	\$12,363.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12,363.61
2016	\$17,238.58	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,238.58
2017	\$13,020.07	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13,020.07
2018	\$2,828.44	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,828.44
2019	\$6,826.62	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,826.62
2020	\$11,156.67	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,156.67
2021	\$13,583.08	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13,583.08
2022	\$16,997.49	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16,997.49
2023	\$33,899.91	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33,899.91
2024	\$76,550.72	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$76,550.72
2025	\$4,416,313.48	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,416,313.48
TOTALS	\$4,671,149.79	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,671,149.79
CURRENTS	\$4,416,313.48	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,416,313.48
DELINQUENTS	\$254,836.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$254,836.31

Gonzales County Tax Office
HISTORY SUMMARY BY JURISDICTION All
From 10/09/2025 To 10/09/2025

31ISP - GONZALES I.S.D. I&S PPP

Year	Beginning Balance	Refunds	Adjustment	Base Tax	Discounts	Penalty/ Interest	Attorney Fee	Other Payment	Total Paid	Total Due
2025	\$1,538.52	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,538.52
TOTALS	\$1,538.52	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,538.52
CURRENTS	\$1,538.52	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,538.52
DELINQUENTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00



Board of Trustees

Justin Schwausch
President

Ross Hendershot III
Vice President

Ashley Molina
Secretary

Naomi Brown

D'Anna Robinson

Josie Smith-Wright

Gloria Torres

GISD School Board Agenda Information Sheet
November 10, 2025

ACTION ITEM

SUBJECT: Discuss and Consider Action to cast a vote, by written resolution, for a nominee to serve on the Gonzales Central Appraisal District (CAD) Board of Directors for the upcoming term beginning January 1, 2026, and ending December 31, 2027.

ADMINISTRATOR RESPONSIBLE: Dr. Dana Arreola, Superintendent of Schools

RATIONAL SUMMARY: Participation in the CAD Board of Directors election is an important responsibility of the taxing entities within Gonzales County. The Board of Directors oversees the appraisal district's policies, budget, and overall governance, ensuring fair and equitable property appraisals that form the basis for local taxation.

Casting a vote through written resolution allows this governing body to formally express its support for a qualified nominee who will represent the interests of the district and its taxpayers. This action ensures that the entity fulfills its statutory role in the appraisal district election process as outlined in the Texas Property Tax Code.

ADMINISTRATION'S RECOMMENDATION: Approve

SAMPLE MOTION: *"I move that* the Board discuss and consider approval of a written resolution to cast its allocated vote(s) for the nominated candidate to serve on the Gonzales Central Appraisal District Board of Directors for the 2026–2027 term."



LEARNING TODAY,
LEADING TOMORROW

P.O. Box 867
Gonzales, Texas 78629-0867



Office: (830) 672-2879
Fax: (830) 672-8345
Email: gonzcad@gvec.net
www.gonzalescad.org

October 22, 2025

CORRECTED

OFFICIAL BALLOT

The following persons were nominated to serve on the Gonzales Central Appraisal District Board of Directors for the term of office beginning January 1, 2026 and ending December 31, 2027.

1. Frank "Bud" Box
2. Briana Dominguez
3. Bryan Glass
4. Sue Gottwald
5. Josh Gray
6. Justin La Fleur
7. D'Anna Robinson
8. Shannon Smith
9. Don Watt

All votes must be cast by written resolution and returned to the Chief Appraiser of the Gonzales Central Appraisal District before December 15, 2025.

Sincerely,

A handwritten signature in blue ink, reading "John H. Liford".

John H. Liford, Chief Appraiser
Gonzales Central Appraisal District

ENTITY	2024 TAX LEVY	PERCENTAGE OF TOTAL TAX LEVY	VOTES
GONZALES COUNTY	\$ 14,937,940.89	18.1	906
CITY OF GONZALES	\$ 2,108,293.55	2.6	128
CITY OF NIXON	\$ 373,304.53	0.5	23
CITY OF WAELDER	\$ 86,087.89	0.1	5
CITY OF SMILEY	\$ 52,619.52	0.1	3
GONZALES ISD	\$ 26,888,803.49	32.6	1630
WAELDER ISD	\$ 2,347,658.59	2.8	142
MOULTON ISD	\$ 3,136,495.81	3.8	190
CUERO ISD	\$ 2,422,236.68	2.9	147
NIXON-SMILEY CISD	\$ 24,565,754.40	29.8	1490
SHINER ISD	\$ 4,065,402.67	4.9	247
YOAKUM ISD	\$ 1,469,807.60	1.8	89
			5000

State of Texas

County of Gonzales

RESOLUTION

NOW THEREFORE BE IT RESOLVED AND ORDERED by the Board of Trustees of the Gonzales Independent School District that the Gonzales Independent School District Board of Trustees does hereby nominate for candidacy to the Gonzales County Appraisal District Board the following:

DO THEREBY DECLARE this said resolution by recording it in the official minutes of the school board meeting on November 10, 2025.

GONZALES INDEPENDENT SCHOOL DISTRICT

Attest:

Justin Schwausch, Board President

Ross Hendershot, III, Board Vice President

Ashley Molina, Board Secretary

Josie Smith-Wright, Trustee

Naomi Brown, Trustee

Gloria Torres, Trustee

D'Anna Robinson, Trustee



Board of Trustees

Justin Schwausch
President

Ross Hendershot III
Vice President

Ashley Molina
Secretary

Naomi Brown

D'Anna Robinson

Josie Smith-Wright

Gloria Torres

GISD School Board Agenda Information Sheet

November 10, 2025

ACTION ITEM

SUBJECT: Discuss and Consider Action on Bid for Resale Property: Suit 6792 (Parcel 13374)

ADMINISTRATOR RESPONSIBLE: Amanda Smith, Chief Financial Officer; Dr. Dana Arreola, Superintendent of Schools

RATIONAL SUMMARY: The bid received by the County on this property conformed to resale policies and was, therefore, approved by the Commissioners at Court on October 27, 2025, pending the approval of the other taxing entities.

Details on the property have been included (source: Gonzales Central Appraisal District).

ADMINISTRATION'S RECOMMENDATION: Approve

SAMPLE MOTION: *"I move that the board accept the bid, as presented."*





**Crystal Cedillo, CSTA, PCC, CTOP, PCAC
Gonzales County Tax Assessor-Collector
TAX RE-SALE BID**

To: Gonzales ISD Board Members
Dated: October 27, 2025
Re: Suit 6792 – Parcel 13374

Consider and take action on bid for resale property.

Suit: 6792

Property: 13374

Situs: 225 McClure

Legal: Lot "C", also known as Lot 3 and Lot "D", also known as Lot 4, Block 11, Third Subdivision of Lafayette Place Addition, an addition to the Town of Gonzales, Gonzales County, Texas, according to the map or plat thereof, recorded in Volume 85, Pages 402 and 403, Deed Records of Gonzales County, Texas.

Tax Years Due: 2005-2024

Court Costs Due: \$963.09

Judgment Date: 09/20/2023

Adjudged Value: \$21,930.00

Current Value: \$21,090.00

Original Opening Bid: \$18,558.84

Post Judgment Taxes Due: \$325.50

Original Tax Sale Date: December 3, 2024

Bid Amount: \$9,300

The above noted bid was approved by Gonzales County Commissioner's Court pending the approval of all other taxing units on October 27, 2025.

Respectfully submitted,

Crystal Cedillo

ACCOUNT



Parcel ID	13374
Legal Description	PT LTS C&D 11 LAFAYETTE
Additional Legal Information	
Additional Legal Information 2	
Additional Legal Information 3	
Geographic ID	16491-05110-03410-000000
Description	REAL
Agent	
Category Code	XV - OTHER EXEMPTIONS
Total Acres	0.2123

OWNER



Owner ID	R61931
Name	GONZALES COUNTY TRUSTEE
Care of	
Mailing Address	P O BOX 677 GONZALES TX 78629
% Ownership	1.000000
Exemptions	

LOCATION



Location	225 MCCLURE GONZALES TX 78629
Map ID	

VALUES

VALUES SHOWN ARE 2025 LAST SEQUENCE



Improvement Hs	0
Improvement Nhs	7,680
New Improvement Hs	0
New Improvement Nhs	0
Land Hs	0
Land Nhs	13,410
Market Value	21,090
Land Market Value	0
Ag/Timber Value	0
Market Taxable	21,090
Homestead Cap Loss	0
Circuit Breaker Loss	0
Appraised Value	0

IMPROVEMENT BUILDING



Sequence	Type	Class	Year Built	Sqft	Total Value
1	RES	RF3	1949	1040	7470
2	CP2	1	1949	108	190
3	AC	AC1	1949	120	20

LAND



Sequence	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1			0.2123	9246.30	83.30	111.00	13410	0

TAXING JURISDICTIONS



Entity	Description	Tax Rate	Market Value	Taxable Value
16	GONZALES CITY	0.3300000	21,090	0
31	GONZALES I.S.D.	0.8750000	21,090	0
60	GONZALES EMER SER #1	0.0645000	21,090	0
61	GONZALES EMER SER #2	0.0251000	21,090	0
65	UNDERGROUND WATER CONS	0.0027290	21,090	0
70	GONZALES CO HOSP DIST	0.2792000	21,090	0
89	GONZALES COUNTY	0.2689000	21,090	0

ROLL VALUE HISTORY



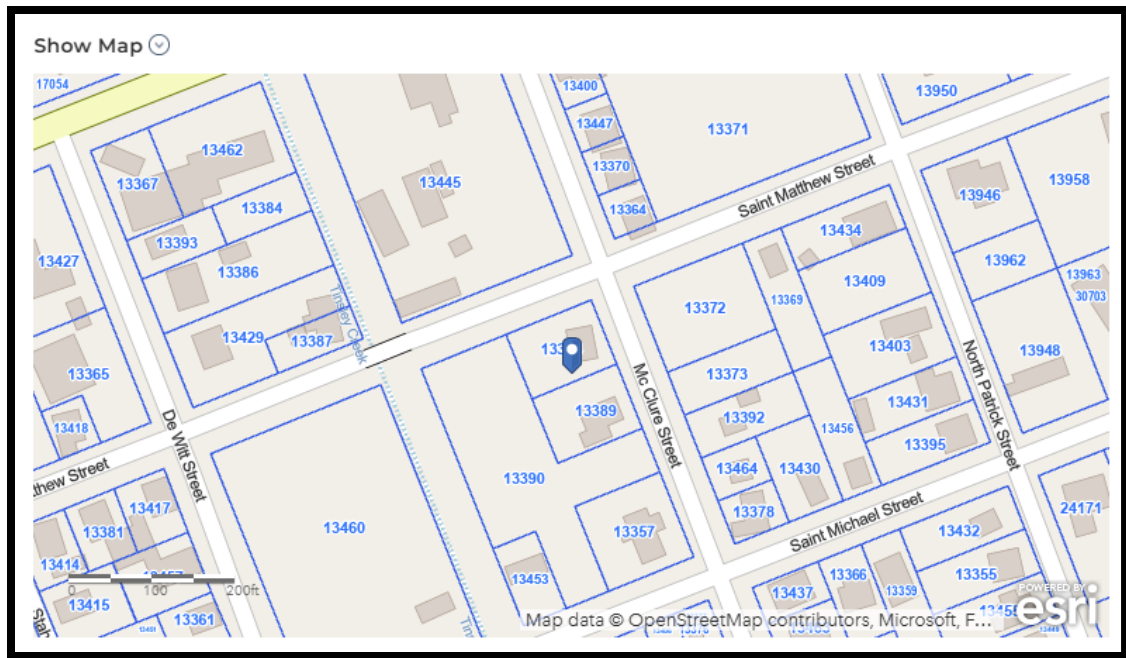
Year	Improvements	Land Market	Ag/Timber Taxable	Productivity Value	Market Taxable	Hs Cap Loss	Appraised
2025	7,680	13,410	0	0	21,090	0	0
2024	7,440	11,560	0	0	19,000	0	19,000
2023	7,020	14,910	0	0	21,930	0	21,930
2022	6,270	8,060	0	0	14,330	0	14,330
2021	5,270	8,060	0	0	13,330	0	13,330

DEED HISTORY



Deed Date	Deed Type	Description	Grantor	Grantee	Volume	Page	Number
01-24-2025	O	OTHER DEED	CRAVEN VYRAN WAYNE	GONZALES COUNTY TRUSTEE	1482	888	...
09-19-2013	WD	WARRANTY DEED	HALAMICEK ROY JR TRUSTEE	CRAVEN VYRAN WAYNE	1139	885	...
07-25-2013	WD	WARRANTY DEED	CRAVEN JACK M & MARIE	HALAMICEK ROY JR TRUSTEE	1133	256	...
01-16-1990		...	CRAVEN J M & WF	CRAVEN JACK M & WF	642	143	...

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

Justin Schwausch
President

Ross Hendershot III
Vice President

Ashley Molina
Secretary

Naomi Brown

D'Anna Robinson

Josie Smith-Wright

Gloria Torres

GISD School Board Agenda Information Sheet
November 10, 2025

ACTION ITEM

SUBJECT: Discuss and Consider Action to Approve the proposed Board Goals and Superintendent Guardrails

ADMINISTRATOR RESPONSIBLE: Justin Schwauch, Board President

RATIONAL SUMMARY:

The proposed Board Goals and Superintendent Guardrails represent the Board's collective direction for the district and define the parameters within which the Superintendent is expected to operate. These items serve as essential components of the district's governance framework, ensuring a clear alignment between the Board's strategic priorities, the Superintendent's operational leadership, and the district's mission to improve outcomes for all students.

Board Goals articulate the measurable outcomes the Board expects the district to achieve over the coming year(s), focusing on key areas such as student achievement, equity, community engagement, and fiscal responsibility. These goals were developed through a collaborative process involving Board input, and analysis of district performance data.

Superintendent Guardrails establish the boundaries and expectations for the Superintendent's decision-making and operational management. These constraints ensure that district operations reflect the Board's values, comply with policy and law, and maintain ethical and effective stewardship of resources.

By approving these goals and guardrails, the Board strengthens its governance role by:

- Clarifying priorities for the Superintendent and district staff;
- Establishing measurable benchmarks for accountability and monitoring;
- Ensuring alignment of resources with strategic outcomes; and
- Reinforcing transparency and trust with the community.

The approval of these documents will guide the Superintendent's work for the 2025–26 school year and serve as the foundation for ongoing monitoring and evaluation throughout the year.

ADMINISTRATION'S RECOMMENDATION: Approve





SAMPLE MOTION:

1. *"I move that the board approve the proposed Board Goal #1 as presented."*
2. *"I move that the board approve the proposed Board Goal #2 as presented."*
3. *"I move that the board approve the proposed Board Goal #3 as presented."*
4. *"I move that the board approve the Superintendent Guardrails as presented."*



Monitoring Report

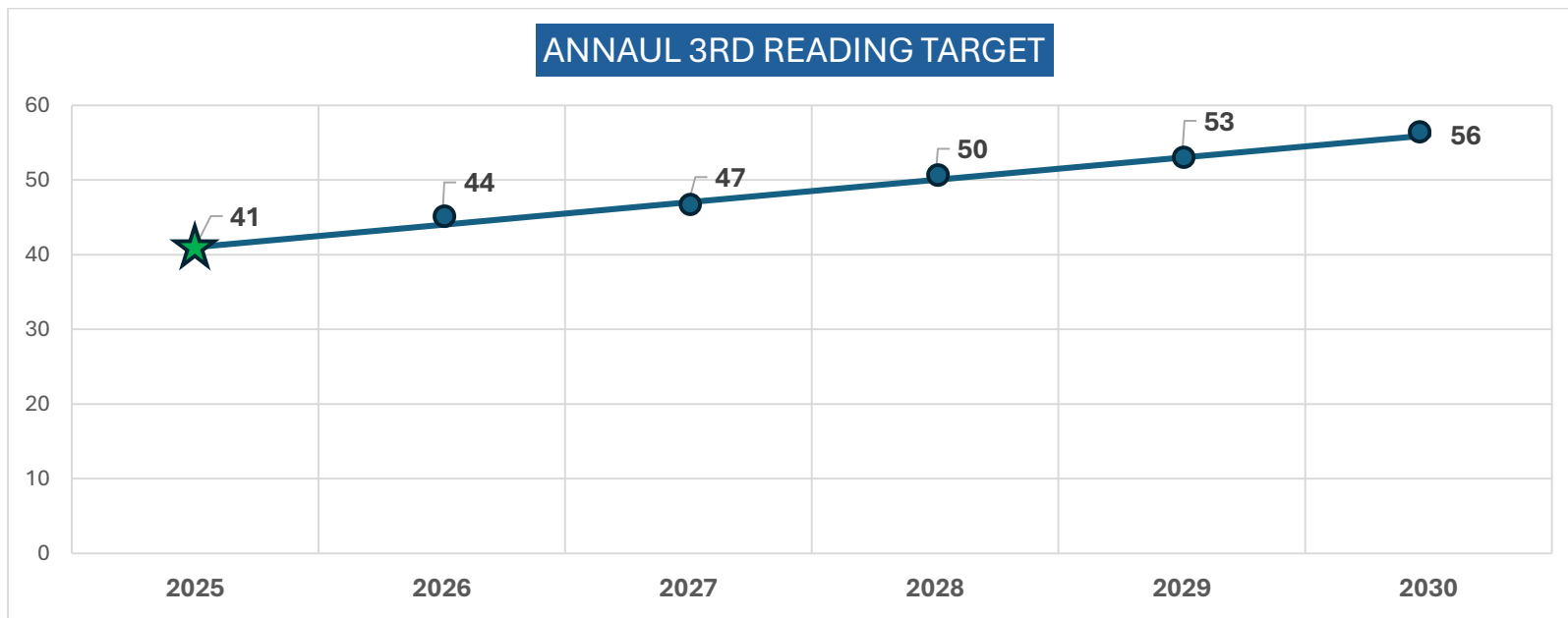
Goal 1: The percentage of 3rd grade students whose score meets grade level or above on STAAR Reading will increase from **41%** in June 2025 to **56%** by June 2030. (**Current 2025: 41%** | 2026: 44% | 2027: 47% | 2028: 50% | 2029: 53% | 2030: 56%)

Overall
Progress

Goal Progress Measure 1.1 The percentage of 2nd-grade students whose scores meets grade level or above on EOY MAP Reading will increase from 22% in June 2025 to 37% by June 2030. (2025: 22% | 2026: 25% | 2027: 28% | 2028: 31% | 2029: 34% | 2030: 37%)

Goal Progress Measure 1.2 The percentage of 1st-grade students whose scores at or above the 40th percentile on EOY MAP Reading will increase from 44% in June 2025 to 54% by June 2030. (2025: 22% | 2026: 46% | 2027: 48% | 2028: 50% | 2029: 52% | 2030: 54%)

Goal Progress Measure 1.3 The percentage of kindergarten students whose scores at or above the 40th percentile on EOY MAP Reading will increase from 60% in June 2025 to 70% by June 2030. (2025: 60% | 2026: 62% | 2027: 64% | 2028: 66% | 2029: 68% | 2030: 70%)



Monitoring Report

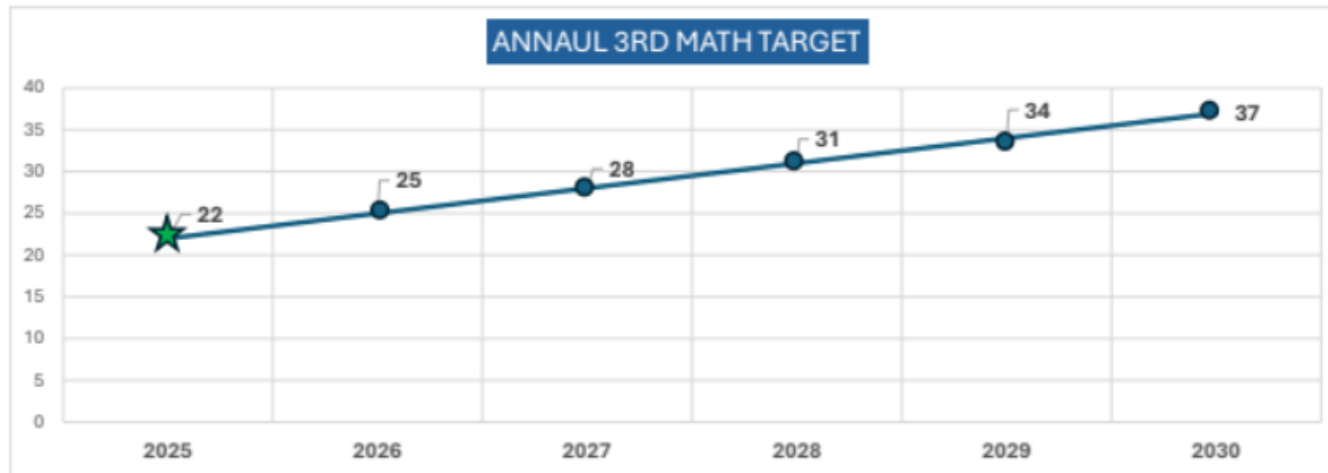
Goal 2: The percentage of 3rd grade students whose score meets grade level or above on STAAR Math will increase from **28%** in June 2025 to **43%** by June 2030. (2025: 28% | 2026: 31% | 2027: 34% | 2028: 37% | 2029: 40% | 2030: 43%)

Overall
Progress

Goal Progress Measure 2.1 The percentage of 2nd-grade students whose scores meets grade level or above on EOY MAP Math will increase from **22%** in June 2025 to **37%** by June 2030. (2025: 22% | 2026: 25% | 2027: 28% | 2028: 31% | 2029: 34% | 2030: 37%)

Goal Progress Measure 2.2 The percentage of 1st-grade students whose scores at or above the 40th percentile on EOY MAP Math will increase from 60% in June 2025 to 70% by June 2030. (2025: 60% | 2026: 62% | 2027: 64% | 2028: 66% | 2029: 68% | 2030: 70%)

Goal Progress Measure 2.3 The percentage of kindergarten students whose scores at or above the 40th percentile on EOY MAP Math will increase from 52% in June 2025 to 62% by June 2030. (2025: 52% | 2026: 54% | 2027: 56% | 2028: 58% | 2029: 60% | 2030: 62%)

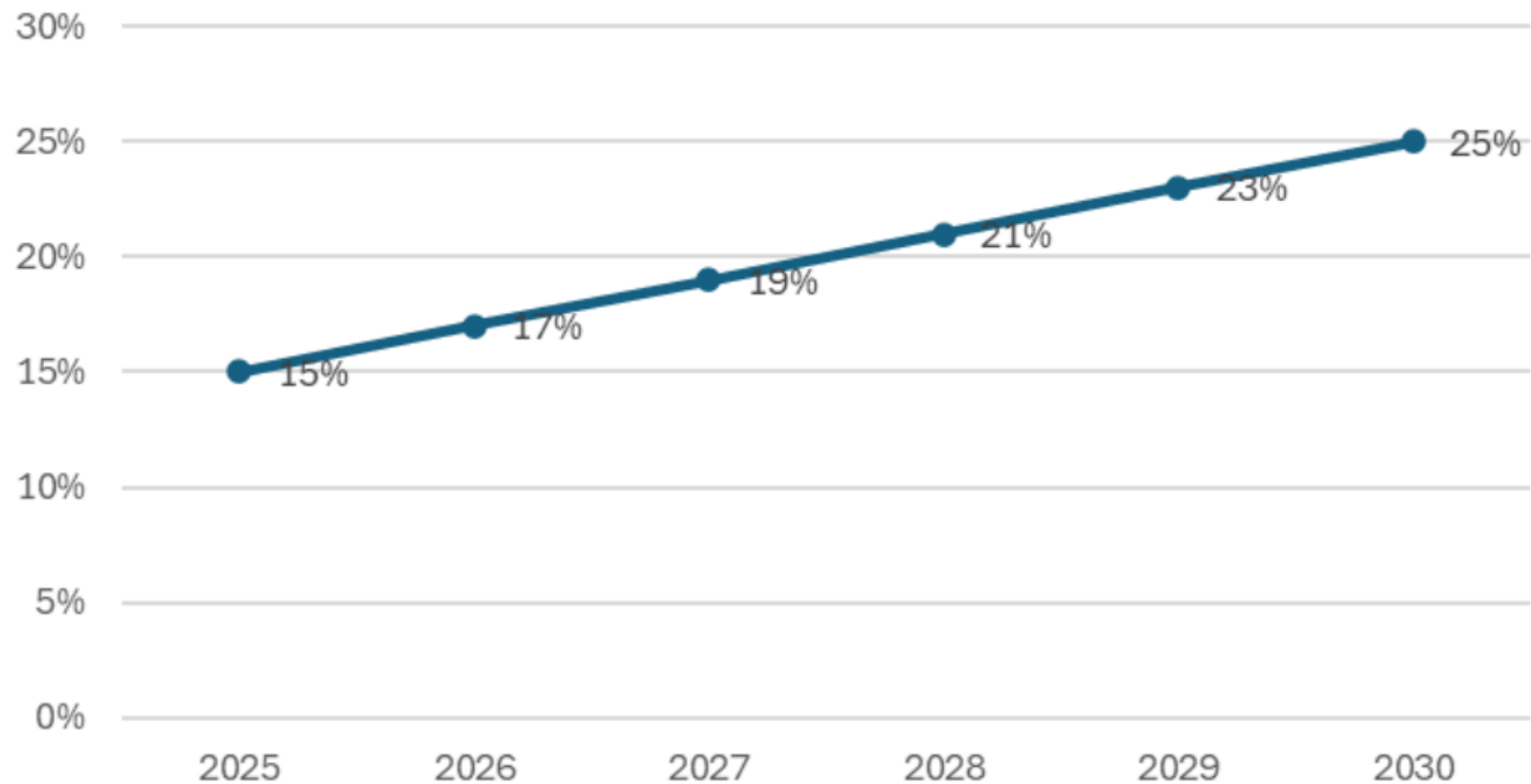


Monitoring Report

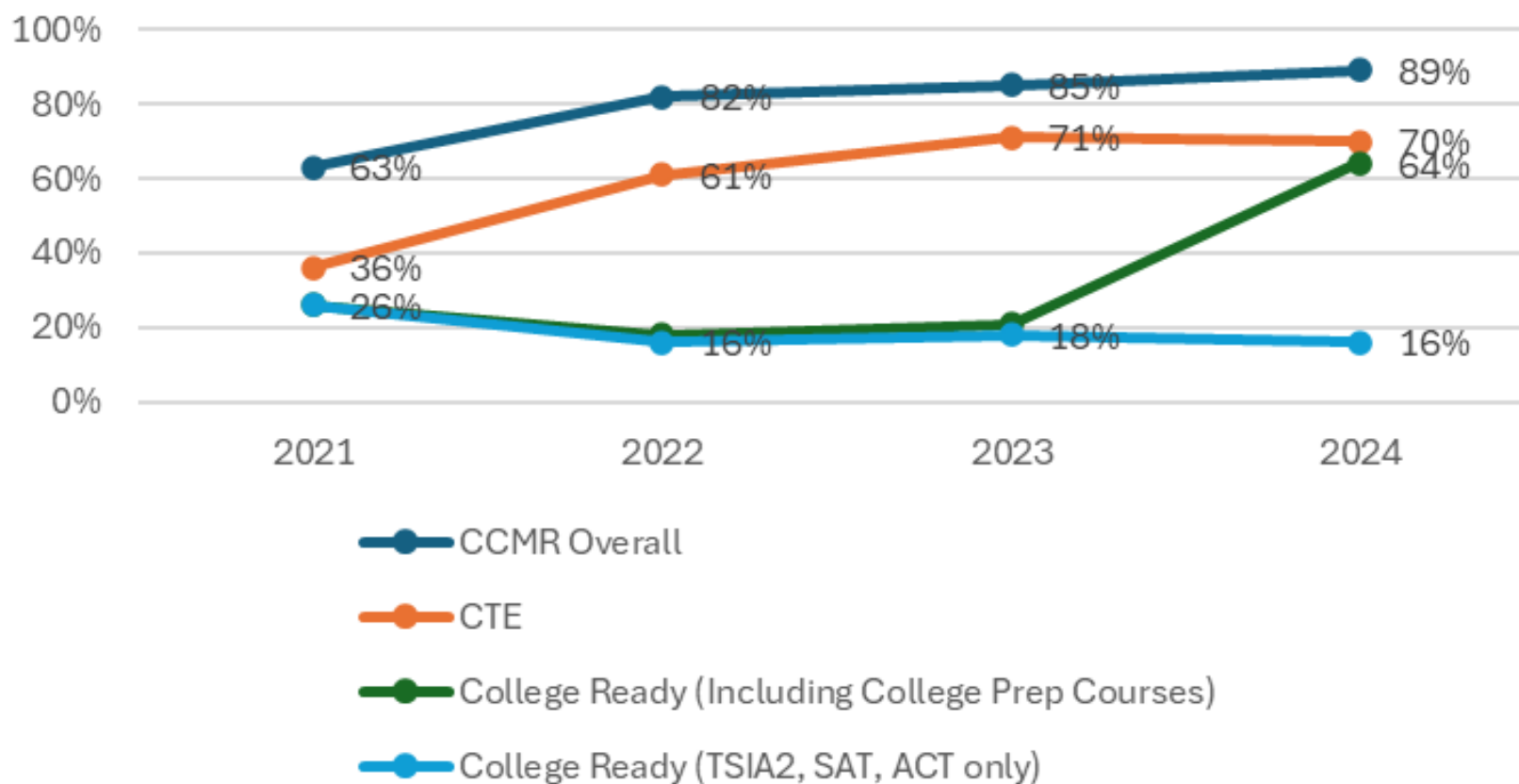
Goal 3: Maintain an overall CCMR score of 90% or higher while increasing the TSI College Ready percentage from **15%** in June 2025 to **25%** by June 2030. (2025: **15%** | 2026: **17%** | 2027: **19%** | 2028: **21%** | 2029: **23%** | 2030: **25%**)

**Overall
Progress**

Annual College Ready (TSIA2, SAT, ACT) Target



Gonzales ISD CCMR Classes of 2021-2024



Gonzales ISD

Superintendent Guardrails

2025-2026

Guardrail #1 Facilities:

In attaining the Board's student outcome goals, the Superintendent shall not allow school or district facilities to be maintained in a manner that compromises cleanliness, safety, or proper maintenance.

Guardrail #2 Culture:

In attaining the Board's student outcome goals, the Superintendent shall not allow the culture and climate of district administrative offices or campus leadership to become negative, hostile, or otherwise detrimental to staff morale, collaboration, or the achievement of student outcomes.

Guardrail #3 Finance:

In attaining the Board's student outcome goals, the Superintendent shall not allow the district's financial position to deteriorate to a level that jeopardizes its stability or the ability to deliver quality programs and services.

Guardrail #4 Human Capital:

In attaining the Board's student outcome goals, the Superintendent shall not allow district operations to lack organizational efficiency, fail to define clear roles and responsibilities, or assign employees to positions for which they do not hold the appropriate credentials, training, or qualifications.



Board of Trustees

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GISD School Board Agenda Information Sheet

November 10, 2025

REPORT ITEM

SUBJECT: ConnectED Texas Program Overview

ADMINISTRATOR RESPONSIBLE: Amanda Smith, Chief Financial Officer; Dr. Dana Arreola, Superintendent of Schools

RATIONAL SUMMARY: The TASB ConnectED Texas program was developed in response to growing concerns about inadequate or unreliable cellular coverage on school campuses and the potential impact on safety and security.

Following a two-year review, TASB partnered with Diamond Communications to create this no-cost program aimed at helping districts address these challenges.

Through the installation of cellular infrastructure on district-owned properties, the program provides:

- Improved cellular service and connectivity
- Enhanced emergency communication capabilities
- A potential long-term revenue stream for your district

ADMINISTRATION'S RECOMMENDATION: n/a

SAMPLE MOTION: n/a



ANTENNA SITE LEASE AGREEMENT

This Antenna Site Lease Agreement (“**Agreement**”) is entered into on this ___ day of _____, 202__ (the “**Effective Date**”), by and between Diamond _____ LLC, having an office at 120 Mountain Ave., Springfield, NJ 07081, on behalf of itself and its affiliates (hereinafter referred to as “**Diamond**”), a Delaware limited liability company, and _____, having its principal office at _____ (hereinafter referred to as “**Landlord**”), a _____.

WHEREAS, the term “**Premises**” as used in this Agreement refers to the land, improvements or property owned or managed by the Landlord and known as _____, located at _____, in the City of _____, County of _____, State of Texas, , together with a non-exclusive easement for ingress and egress as more particularly described in the attached Exhibit A.

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration recited herein, receipt of which is hereby acknowledged by the Landlord and Diamond, Landlord and Diamond agree as follows:

1. **USE:**

(a) Landlord leases to and grants Diamond exclusive use of the Premises for the installation, removal, operation and maintenance of wireless communications transmission systems of Diamond and/or those individuals or entities (such individuals or entities being hereinafter collectively referred to as “**Licensees**”) installing, removing, maintaining and/or operating radio communications systems, video transmission systems and/or other communications transmission systems at the Premises pursuant to separate agreements between Diamond and such Licensees. This equipment and its component parts are hereinafter defined and referred to collectively as the “**System(s)**”.

(b) The parties hereto agree that the System(s) and/or equipment may be owned by Diamond and/or Diamond’s Licensees and that Diamond shall remain fully responsible for the performance and observation of the duties, conditions and provisions under this Agreement. Diamond shall have the right to post on the Premises, a conspicuous sign giving notice of its exclusive right to the use of the Premises for the installation of such System(s). Said sign shall be no larger than 8.5” X 3.75” and shall be posted in such a manner that no damage will be done to the property of the Landlord.

(c) Diamond or its Licensees will have to perform engineering analysis as to the feasibility of or coverage provided by Systems installed at the Premises. Landlord understands that Diamond and/or its Licensees cannot install the System(s) at the Premises without obtaining all required permits, consents, and approvals of all governmental authorities and agencies or other applicable third parties pertaining to or in connection with the construction, ownership, operation, maintenance or use of the Systems (collectively, the “**Approvals**”). Landlord shall reasonably assist Diamond or its Licensees in obtaining all necessary Approvals, but such assistance shall be

at no cost to Landlord. As a result of the indeterminate time it will take before the necessary Approvals are granted and/or the engineering studies of Diamond or its Licensees are completed, Landlord is aware that there can be no date certain for installation of System(s) at its Premises but Diamond agrees to work in good faith and with due diligence.

2. **TECHNICAL:**

(a) It is understood that the exact model number and types of equipment associated with each System shall be determined upon completion of engineering studies since frequency, coverage pattern, technological improvements and other factors are integral parts of such a determination. It is understood and agreed that the particular equipment associated with each System may include antenna(s) for transmitting and for receiving (being of various sizes and shapes; i.e., poles, panel, parabolic, etc., and which may be installed on the same mounting assembly or at a different level or location), radio base station(s) and cables which are connected to the antenna(s), a video system which may include video and radio components and associated control accessories.

(b) Diamond and Licensees shall be permitted to use the interior and exterior portions of the Premises for the location of antennas and to use the interior portions of the Premises to install, remove, operate, maintain and repair cables, pipes, conduits, cable trays and other associated components in order to connect and operate such System(s).

(c) At Landlord's option and at Diamond's sole expense, Diamond and/or Licensees may utilize the electrical power distribution system installed at the Premises, or Diamond and/or Licensees may make arrangements with the electric utility company to have a separate electric service, billed to and paid directly by Diamond or Licensee, installed upon the Premises solely for the purpose of supplying electrical power to the System(s). In the event that Landlord elects for Diamond and/or the Licensees to utilize the electrical power distribution system installed at the Premises, Diamond and/or the Licensees, at their sole respective expense, will arrange for the electric utility company to install a sub-meter, bearing the relevant certificate of accuracy, to measure the electrical power consumed by equipment of Diamond and/or any Licensees. In such case, Diamond will reimburse Landlord for power consumed. Such reimbursement shall be in addition to the monthly amounts paid or sums paid the Landlord pursuant to the provision of Section 15 and Exhibit B of this Agreement and shall not be included in the calculation of revenue received from the installation of System(s) at the Premises as set forth on Exhibit C attached hereto and made a part of this Agreement. In the event that Landlord elects for Diamond and/or any Licensee to have a separate electric service installed upon the premises, Diamond and/or the Licensee(s) shall make arrangements with the utility company to install the separate electric service, at the sole expense of Diamond and/or Licensee(s), and bill Diamond or Licensee(s) directly for electricity consumed by said system.

(d) Prior to the initial installation of the Systems or any existing utilities, Diamond shall submit to the Landlord, for its approval, plans and specifications for the same. Such approval shall not be unreasonably withheld, conditioned or delayed. Landlord shall approve or reject each submittal by delivering to Diamond a completed Landlord approval form in substantially the form of the Landlord Approval Form attached hereto as Exhibit D ("**Landlord Approval Form**")

within thirty (30) days after receipt of any such submittal from Diamond. In the event that a Diamond submittal is rejected, such Landlord Approval Form shall describe in detail the reason for such rejection and will allow Diamond the opportunity to remedy the specified reasons for rejection if possible. All costs and expenses, including but not limited to the cost of repairs related to the making of any installations and modifications to the Systems or electrical services and meters directly related to the Systems shall be borne by Diamond.

(e) If at any time Diamond reasonably determines that any System(s) installed at the Premises does not materially perform to expectation, or is subject to material interference, or material changes in the surrounding buildings and/or structures limits the System(s) effectiveness, Diamond will have the right to remove said System(s) and cease payment corresponding to the specific System(s) removed. In such event, and at Landlord's option, Diamond shall, at its expense, remove any separate electrical service, if installed, or reverse any modifications to the electrical distribution system of the Premises, and, in all events, Diamond shall restore the Premises to its condition existing prior to said installations or modifications, reasonable wear and tear excepted.

3. **INTERFERENCE:**

(a) Should it be reasonably determined that the System(s) installed by Diamond and/or any Licensee cause any interference to the radio, television or other electronic components of Landlord or the tenants within Landlord's building, then Diamond will immediately provide whatever expertise and equipment is necessary for the elimination of the interference at the sole expense of Diamond. If the interference cannot be eliminated by ordinary means, using accepted engineering practices, then components of the offending System(s) shall be removed from the Premises by Diamond or any Licensee upon written request of Landlord.

(b) Diamond represents that, prior to entering into this Agreement, it will exercise due diligence in reviewing the Premises and existing uses on or near the Premises to reasonably determine that it is appropriate for the intended use without interference, and will continue to exercise such due diligence prior to any installation(s) by Diamond or any Licensee. In the event the Landlord or Landlord's tenants install electronic equipment after the date of installation(s) by Diamond or any Licensee and such equipment causes material interference to the System(s) of Diamond or any Licensee, then, Diamond shall notify Landlord and the Parties agree to work in good faith to try to determine solutions to mitigate or resolve the interference problem, including removing or relocating the offending equipment. In the event interference is material and unable to be rectified, Diamond shall have the right, but not the obligation, to terminate this Agreement upon thirty (30) days' written notice to Landlord.

4. **QUIET ENJOYMENT:** Landlord covenants and agrees that, upon Diamond's observing and performing all the terms of this Agreement, Diamond and all Licensees may peacefully and quietly enjoy the Premises, subject to the terms and conditions of this Agreement.

5. **CONDITION OF PREMISES:** Diamond acknowledges that it has independently and personally inspected the Premises and that it has entered into this Agreement based upon such examination and inspection. Diamond accepts the Premises in their current condition, "AS IS, WITH ALL FAULTS, IF ANY, AND WITHOUT ANY WARRANTY WHATSOEVER,

EXPRESS OR IMPLIED,” other than the warranty of quiet enjoyment; specifically, without limiting the generality of the foregoing, Diamond accepts the Premises without any warranty of (a) the nature or quality of any construction, structural design or engineering of any improvements currently located at or constituting a portion of the Premises, (b) the quality of the labor and materials included in any such improvements, or (c) the suitability of the Premises for any particular purposes or development potential.

6. **WAIVER OF CONSUMER RIGHTS UNDER DTPA:** AS A MATERIAL CONSIDERATION FOR LANDLORD’S ENTERING INTO THIS AGREEMENT, DIAMOND HEREBY WAIVES ANY RIGHTS IT MAY HAVE UNDER THE DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SECTION 17.41 ET. SEQ., TEXAS BUSINESS & COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF ITS OWN SELECTION, DIAMOND VOLUNTARILY CONSENTS TO THIS WAIVER.

7. **ACCESS:** Landlord hereby authorizes Diamond and its Licensees and their respective officers, agents, assigns, representatives, employees, contractors, subcontractors, and clients to access the aforementioned Premises for the purpose of installing, removing, operating, repairing and maintaining the System(s). Access to the Systems shall be scheduled by Diamond with Landlord in advance, on no less than forty-eight (48) hours written notice, during normal working hours on normal business days. Diamond shall schedule access in accordance with this Section by calling the following number _____ or via email at _____. Any persons accessing the Premises shall be required to comply with all Landlord safety, security, and access protocols and requirements. In the case of an emergency or material equipment malfunction, access to the System(s) will be permitted at any reasonable time, subject to reasonable security, safety and identification procedures required by the Landlord and/or applicable law.

8. **OWNERSHIP:** Any System(s) installed by Diamond and/or any Licensee upon the Premises, including but not limited to the antennas, poles, accessories and other components, shall remain the personal property of Diamond or the Licensee, as the case may be, and shall not be deemed fixtures. Landlord agrees to do nothing to intentionally destroy said System(s) identification or cloud the ownership of the above-described property.

9. **NO LIABILITY:** Landlord does not assume any liability for the System(s) installed at the Premises nor does it guarantee the proper installation, removal, operation, security or maintenance of any System(s) installed thereon.

10. **INSURANCE:** Diamond shall furnish a Certificate of Insurance to Landlord, naming Landlord as holder, to cover any damage that may arise by virtue of the installation, removal, operation or maintenance of the System(s). Throughout the initial term and any renewal term of this Agreement, Diamond shall procure and maintain commercial general liability insurance with a combined single limit of at least One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate, which insurance shall include Landlord as additional insured. Diamond shall require all of its Licensees, contractors and subcontractors to maintain general liability insurance coverage in an amount equal to that specified in this Section 10. Diamond shall promptly, upon execution of this Agreement and on an annual basis throughout

the Term, furnish certificates of insurance and proof of the required insurance and endorsements demonstrating compliance with the above requirements. Certificates shall indicate the name of the insured, the name of the insurance company, the name of the agency/agent, the policy number, the term of coverage, and the limits of coverage. All insurance carriers will carry an A.M. Best rating of A- or better and be of a financial size category of VIII or larger.

11. **INDEMNIFICATION AND HOLD HARMLESS:** In addition to, and without limiting, any other indemnification obligations in this Agreement, Diamond will defend, indemnify, and hold harmless Landlord and its officers, board members, employees, and agents from and against all claims, suits, actions, liability, liens, loss, and damage of any character, type, or description, including without limitation all expenses of litigation, court costs, and attorneys' fees, arising out of or related to: (a) injury or death to any person or damage to property related to the acts of Diamond or its agents, employees, contractors, invitees, licensees, or sublessees on Landlord's property; and (b) Diamond's negligence, misconduct, breach of contract, or other failure to comply with its obligations under this Agreement, or infringement or violation of a third-party's intellectual property or privacy right. Notwithstanding the foregoing, Diamond shall have no obligation to indemnify and hold harmless Landlord and its officers, board members, employees, and agents from and against all claims, suits, actions, liability, liens, loss, and damage of any character, type, or description, including without limitation all expenses of litigation, court costs, and attorneys' fees, to the extent determined by a court, arbitrator, or tribunal of competent jurisdiction to have been caused by Landlord's negligence or willful misconduct.

12. **COMPLIANCE:**

(a) Diamond shall comply with all federal, state, and local rules, regulations, laws, ordinances, statutes and requirements of all governmental authorities, and shall require the same compliance by all Diamond Licensees, agents, contractors, and subcontractors. Diamond shall defend, indemnify, and hold harmless Landlord for any claims, suits, actions, liability, loss, or damage caused by the noncompliance by Diamond, its employees, agents, contractors, and Licensees.

(b) Without limiting any other compliance requirements in this Agreement or under applicable law, Diamond shall comply with all applicable requirements of Texas Government Code §2252.909 (Required Lease Terms for Lease of Public Property), or any successor statute. Diamond shall:

(i) Include in each contract for the construction, alteration, or repair of an improvement on the Premises a condition that the contractor (A) execute a payment bond that conforms to Subchapter I, Chapter 53, of the Texas Property Code; and (B) execute a performance bond in an amount equal to the amount of the contract for the protection of Landlord and conditioned on the faithful performance of contractor's work in accordance with the plans, specifications, and contract documents; and

(ii) Provide Landlord a notice of commencement, as set forth herein, at least 90 days before the date the construction, alteration, or repair of any improvement to the

Premises begins. The notice of commencement under this subsection must (A) identify the public property where the work will be performed; (B) describe the work to be performed; (C) state the total cost of the work to be performed; (D) include copies of the performance and payment bonds required under subsection (e)(i); and (E) include a written acknowledgement signed by the contractor stating that copies of the required performance and payment bonds will be provided to all subcontractors not later than the fifth day after the date a subcontract is executed.

(iii) On or before the 10th day after Landlord receives a notice of commencement for the construction, alteration, or repair of an improvement to leased property required under subsection (e)(ii), Landlord may notify Diamond that the construction, alteration, or repair may not proceed.

(iv) Diamond acknowledges that, pursuant to Texas Government Code §2252.909(e), a person commits an offense (Class A misdemeanor) if the person materially misrepresents information in a notice of commencement.

13. CASUALTY & CONDEMNATION:

(a) In the event of any damage to or destruction of or condemnation of the Premises or any part thereof which renders the Premises unusable or inoperable through no fault of Diamond, Diamond shall have the right, but not the obligation, to elect within thirty (30) days of the date of the casualty or other harm to terminate this Agreement and all of its duties and obligations herein by giving written notice to Landlord after such damage, destruction or condemnation, if by virtue of such casualty, Diamond reasonably determines that the Premises are no longer adequate for Diamond to continue its material operations or the operations of any Licensee or any necessary repairs to the Premises have not been completed or cannot be reasonably completed within one hundred eighty (180) days from the date of the damage. If Diamond does not terminate this Agreement the amount of compensation payable to Landlord herein shall be reduced or abated in proportion to the actual reduction or abatement of use of the Premises. Diamond shall be fully responsible, including obtaining insurance coverage for its own protection from losses from any damages to Systems or other equipment or personal property placed at the Premises, and Landlord shall not directly or through insurance be liable for any loss to such Systems, equipment, or property, except to the extent caused by Landlord's negligence or willful misconduct and, in such event, only to the extent permitted by law.

(b) In the event of condemnation, unless Diamond and the Licensees are allowed by the condemning authorities to continue its operation on the Premises, this Agreement may be terminated by Diamond as of the date title to the lands vests in the condemning authority or the date Diamond is required to cease its operation, whichever is earlier. Diamond shall be entitled to seek its own award from the condemning authority.

14. DEFAULT AND TERMINATION: Except as otherwise provided in this Agreement, this Agreement may be terminated without any penalty or further liability upon written notice as follows:

(a) In the event either party shall default in its obligations under this Agreement and such default is not cured within sixty (60) days from the date of receipt of written notice from the non-defaulting party to the defaulting party, the non-defaulting party shall have the right to terminate this Agreement. Notwithstanding the foregoing, if the defaulting party commences and continues to cure the default within such period, the defaulting party shall have reasonable, additional time (not to exceed forty-five (45) days) to cure the default;

(b) Upon thirty (30) days' written notice by Diamond to Landlord, if Diamond is unable to obtain or maintain through no fault of Diamond, any license, permit or other governmental approval necessary for the construction and/or operation of the Systems or Diamond's business; or

(c) By Diamond for any or no reason upon three (3) month's advance written notice from Diamond to Landlord, and upon payment of a termination fee to Landlord in an amount equal to twelve (12) months of compensation as calculated using the manner and rate specified on Exhibit B.

(d) By Landlord as set forth in this Section 14(d). As a governmental entity, Diamond acknowledges that, by entering into this Agreement, Landlord is not relinquishing, and may not relinquish, the authority of its governing body to control the property's use or allow the Agreement to interfere with the property's public purpose. After the tenth (10th) anniversary of the Effective Date, to the extent Landlord's governing body determines that the Agreement will no longer serve a public purpose or that the Premises is required for other purposes, Landlord may, upon at least one hundred eighty (180) days' written notice to Diamond, terminate the Agreement at the end of its then current term. Such notice shall include a detailed reason and/or justification for the termination. Further, in the event a need arises on the part of Landlord to use the Premises for the governmental entity's own purposes after the tenth (10th) anniversary of the Effective Date, Diamond agrees to work with Landlord to modify the Agreement to accommodate such use or, if such accommodation is not possible, Landlord may terminate the Agreement upon at least one hundred eighty (180) days' written notice or shorter notice if required by law or public emergency. Regardless of whether during or after the initial term, nothing in this Agreement shall be deemed to prohibit Landlord's right and ability, as a governmental entity, to use the Premises or take any action, regardless of the potential for interference with the Premises, to the extent required in a declared public emergency or when otherwise required by law. However, Landlord shall use all commercially reasonable efforts to avoid and minimize the duration and effect of any such interference.

Prior to any termination by Landlord, Landlord and Diamond shall use best efforts to find a mutually agreeable location on the Property or other property owned or controlled by Landlord for Diamond to relocate the Systems to or build a new tower. In the event the parties find a mutually agreeable location on the Property for the relocation of the Systems, the parties shall enter into a lease agreement on identical terms to this Agreement. During the negotiation of a mutually agreeable location, and prior to execution of the new lease agreement, Diamond shall provide Landlord with an estimate of the cost for relocating the Systems and related carrier equipment to the proposed new location(s) ("Estimated Relocation Cost") for the Entity's understanding and consideration as to how collection of rent might be impacted, and Diamond shall be entitled to an abatement of rent under the new agreement in an amount equal to the actual

cost to Diamond to relocate the Systems and related carrier equipment up to the Estimated Relocation Cost.

15. **COMPENSATION**: During the term of this Agreement, including any renewals, Diamond shall have the exclusive right to collect all rents and other lease or licensee fees from Licensees. Diamond shall compensate Landlord in the manner and at the rate specified in Exhibit B attached hereto and made a part hereof, on or before the last day of the month following Diamond's receipt of Licensee's payment. In no event shall Diamond be required to compensate Landlord any amount that has not been actually received by Diamond from Licensee. Diamond will maintain accurate books and records of accounting, in accordance with generally accepted accounting principles, for the determination of amounts owed and payments to be made under this Agreement. Upon reasonable notice, and once per calendar year, Landlord or its designee shall have the right, during regular business hours, to inspect the books and records of Diamond relating to determination of amounts owed and payments required to be made under this Agreement.

16. **TAXES**. Landlord, a governmental entity, is generally exempt from taxation and shall be required under this Agreement to pay any taxes for which it is exempt. Diamond shall be responsible for the payment of any personal property taxes assessed on, or any portion of such taxes attributable to, the Systems, if any. If Landlord receives a tax assessment or bill for any personal property taxes on or attributable to the Systems, Landlord shall furnish Diamond a copy within thirty (30) days of receipt by Landlord or Landlord's representative, a copy of the tax assessment or bill for any personal property taxes which are assessed on, or any portion of such taxes attributable to, the Systems, if any. Landlord hereby represents and warrants, to the best of its knowledge as of the date of this Agreement, that Landlord's Premises on which the Systems are located (or are to be located) is not subject to any "Conservation Use Covenant", "Greenbelt Covenant" or any conservation use program which restricts or limits development of the Premises.

17. **TERM**:

(a) The initial term of this Agreement shall be a period of five (5) years commencing on the Effective Date. During the term of this Agreement, Diamond shall have the exclusive right to install, remove, operate, and maintain wireless communications System(s) at the Premises with the sole exception being Landlord's own equipment used for its personal or its business use. Diamond shall have the right to extend the period of this Agreement for five additional successive five (5) year terms upon the same terms and conditions set forth herein. This Agreement shall automatically be extended for each successive renewal term unless Diamond notifies Landlord in writing at least ninety (90) days before the expiration date of the then current term of Diamond's intention not to extend the relevant term.

(b) During the term of this Agreement and any renewals thereof, Landlord will not permit a Licensee or a potential Licensee to by-pass Diamond or to negotiate directly with the Landlord for the rental of space on the Premises.

(c) Except as otherwise provided herein, should a Licensee or potential Licensee approach the Landlord directly or indirectly, Landlord will refer the Licensee to Diamond and

Landlord will not negotiate directly or indirectly with a Licensee or potential Licensee related to rental of space on the Premises.

18. **AUTHORITY**: By execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

19. **INTEGRATED AGREEMENT**: This Agreement and all exhibits and amendments attached hereto represent the full and complete agreement between the parties.

20. **MODIFICATIONS**: Any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by an authorized representative of both parties.

21. **SEVERABILITY**: The unenforceability, invalidity or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid or illegal.

22. **SUBORDINATION AND NON-DISTURBANCE**. To the extent applicable, this Agreement shall be subject to and subordinate to any mortgage or deed to secure debt (collectively referred to as a "**Mortgage**") made by Landlord which may now or hereafter encumber the Premises, provided that no such subordination shall be effective unless the holder of every such Mortgage shall in a separate agreement with Diamond agree that in the event of a foreclosure, or conveyance in lieu of foreclosure of Landlord's interest in the Premises, such holder shall recognize and confirm the validity and existence of this Agreement and that Diamond shall have the right to continue its use and occupancy of the Premises in accordance with the provisions of this Agreement as long as Diamond is not in default of this Agreement beyond applicable notice and cure periods. Landlord and Diamond shall execute in timely fashion such instruments as may reasonably be requested to evidence the provisions of this paragraph. In the event the Premises are encumbered by a Mortgage on or after the Effective Date, Landlord, no later than ten (10) days thereafter, shall use commercially reasonable efforts to obtain and furnish Diamond with a non-disturbance and attornment agreement in recordable form from the holder of each Mortgage.

23. **ASSIGNMENTS AND SUBLEASES**. Except as provided in this Section, Diamond may not sell, transfer, assign, sublease, or convey any portion of its interest in this Lease or the Premises. Notwithstanding the foregoing, if an event of default has not occurred and is continuing, Diamond may, upon written notice to Landlord, (i) sublease space on the Tower Facilities and within the Premises to third parties, (ii) assign its interest in the Agreement to any party who (a) has a proven history of operating communication towers, (b) has a net worth of at least Fifteen Million and 00/100 Dollars (\$15,000,000.00) and (c) assumes in writing the obligations of Diamond under this Agreement, (iii) mortgage its interest in this Agreement and the leasehold interest created hereby to third party lenders in bona fide loan transactions, which mortgage shall not be deemed a loan or mortgage on Landlord's property and any records filing regarding the mortgage shall clearly state that fact, and (iv) assign its interest in this Agreement and the leasehold interest created hereby to Affiliates, as hereinafter defined. For purposes hereof, "Affiliates" shall mean, as to any party to this Lease, any individual, partnership, corporation, business trust, joint stock company, trust, unincorporated association, joint venture, or other entity of whatever nature,

which, directly or indirectly, is in control of, is controlled by, or is under common control with, such party. For purposes of this definition, "control" of an entity means the power, directly or indirectly, either to (i) vote 10% or more of the securities having ordinary voting power for the election of directors of such entity, or (ii) direct or cause the direction of the management and policies of such entity whether by contract or otherwise. Except as provided above, any attempt by Diamond to sell, transfer, encumber, assign or convey its leasehold estate or any interest in the estate without the prior, written consent of Landlord shall be null and void.

24. **SURVIVORSHIP**: This Agreement shall be binding upon the successors, heirs and permitted assigns of the parties. This Agreement shall run with the Premises.

25. **INTENTIONALLY DELETED**.

26. **ESTOPPELS**. Either party may request, in writing, that the other party certify information regarding the existence and terms of this Agreement to a prospective mortgagee or purchaser. Such certification shall be transmitted within ten (10) business days after receipt of written request and, subject to any specific qualifications or disclaimers stated in the certification, may be relied upon by the party who requested it, and the contents of the certificate shall be binding upon the party executing it. The certificate may include (i) the validity, force and effect of this Agreement; (ii) the extent to which this Agreement has been supplemented or amended; (iii) the existence of any default; (iv) the existence of any asserted offsets, counter-claims or defenses on the part of the other party to which the certifying party has actual notice; (v) the commencement and expiration dates of the term, (vi) the amount of any prepaid rent; and (vii) any other matter as may reasonably be requested.

27. **RECORDATION**: Diamond, at its option, shall have the right to record a memorandum of this Agreement in the form of the Memorandum of Antenna Site Lease Agreement attached hereto as Exhibit E with the county clerk's office in which the Premises is located and/or the county clerk's office in which this Agreement was executed.

28. **HAZARDOUS SUBSTANCE**:

(a) Landlord represents and warrants that to its knowledge without duty of inquiry, the Premises are free of any Hazardous Substance. "**Hazardous Substance**" shall mean any hazardous or toxic substance, material or waste which is, or becomes designated as such in the future or is regulated by any agency of the United States Government or by any local governmental authority having jurisdiction, including, without limitation, any substance, material or waste that is defined or designated as a hazardous substance pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or the Clean Water Act. With prior written notice to Landlord, Diamond shall have the right, but not the duty, to enter upon the Premises and conduct, at Diamond's sole cost and expense and for its sole use and benefit, an environmental assessment to determine the presence of hazardous substances within, on, or under the Premises, provided that Diamond shall not undertake any subsurface environmental testing without the prior consent of Landlord, which may be withheld in the sole discretion of Landlord.

(b) During the Term of this Agreement, Diamond shall not cause or authorize the presence, use, storage and/or disposal of any Hazardous Material on or under the Premises by Diamond, its Licensees, agents, employees, business invitees, or contractors. Notwithstanding the foregoing, Diamond, and its licensees, sublicensee, sublessees, and/or subtenants shall have the right to install backup generators on the Premises and such installation shall not be a violation of this Section. Diamond shall comply, and require all agents, employees, business invitees, contractors, licensees, and sublessees to be in compliance with all applicable laws, rules, regulations and orders. Diamond shall defend, indemnify, protect, and hold Landlord harmless from and against all claims, costs, fines, judgments, and liabilities, including attorney's fees and costs, arising out of or in connection with the presence, storage, use or disposal of Hazardous Materials on or under the Premises caused by the acts, omissions, or negligence of Diamond, its Licensees, sublessees, agents, employees, business invitees, or contractors. The foregoing indemnity shall survive any termination of this Agreement.

29. **NOTICES**: All notices required under or permitted by this Agreement shall be given and served in writing, either delivered personally or sent by overnight courier, providing proof of such service, and addressed to the following parties:

If to Landlord, to:

If to Diamond, to:

Diamond _____ LLC
120 Mountain Ave.
Springfield, New Jersey 07081
Attention: Legal Department

With a copy to:

Diamond _____ LLC
120 Mountain Ave.
Springfield, New Jersey 07081
Attention: Lease Administration

30. **DIAMOND'S RENTAL STREAM OFFER**. If at any time after the date this Agreement, Landlord receives and is formally considering acceptance of a bona fide written offer from a third-party seeking assignment or transfer of Rent payments associated with this Agreement ("Rental Stream Offer"), Landlord shall promptly notify Diamond and, subject to any confidentiality requirements in the Rental Stream Offer, furnish Diamond with a copy of the Rental Stream Offer. To the extent permitted by law, Diamond shall be given a twenty (20) day opportunity after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of

the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. Landlord agrees to consider any such offer from Diamond in good faith. However, Diamond acknowledges and agrees that nothing herein shall obligate Landlord to consider or approve any Rental Stream Offer, including that of Diamond, and any contract shall be subject to Landlord's determination of best value, requirements of law, and approval of Landlord's governing body.

31. **WAIVER OF INCIDENTAL AND CONSEQUENTIAL DAMAGES:** To the full extent such may be disclaimed by law, neither Party will assert any claim whatsoever against the other for loss of anticipatory profits or any other indirect, special, incidental or consequential damages.

32. **WAIVER OF LANDLORD'S LIEN.** To the extent permitted by law, Landlord hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Systems or any portion thereof, regardless of whether or not same is deemed real or personal property under applicable laws. Landlord consents to Diamond's right to remove all or any portion of the Systems from time to time in Diamond's sole discretion and without Landlord's consent.

33. **REMOVAL OF PERSONAL PROPERTY.** On or after termination of this Agreement, Diamond shall, at its sole cost and expense, remove the Systems and all other personal property and improvements which Diamond or its Licensees, sublessees, agents, or contractors has installed or otherwise located on the Premises. Diamond shall reasonably restore the Premises to its original condition within sixty (60) days and shall continue to pay compensation as required by this Agreement until removal is completed. If any such property or equipment, including improvements, is not removed from the Premises within the required time, such items shall be deemed abandoned, and Landlord shall be entitled to remove the remaining items and invoice Diamond for all actual costs of doing so and Diamond shall remit payment of such invoice to Landlord within thirty (30) days of receipt.

34. **MISCELLANEOUS**

(a) This Agreement constitutes the entire agreement and understanding of Landlord and Diamond with respect to the subject matter of this Agreement, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to said Agreement must be in writing and executed by Landlord and Diamond.

(b) This Agreement shall be construed in accordance with the laws of the state in which the Premises is situated.

(c) If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

(d) Whenever under this Agreement the consent or approval of Landlord is required or a determination must be made by Landlord, no such consent or approval shall be unreasonably

withheld, conditioned, or delayed, and all such determinations shall be made on a reasonable basis and in a reasonable manner.

(e) This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties, it being understood that all parties need not sign the same counterpart.

(f) Diamond acknowledges that Landlord is a governmental entity and may disclose any and all information, including the terms of this Agreement, where required under the Texas Public Information Act or other applicable law. To the extent Diamond asserts any of its information is confidential or proprietary, Diamond must clearly mark it as such. However, nothing herein or in such marking shall be deemed to prohibit Landlord, from disclosing such information to its attorneys, consultants, or other contractors with a need-to-know, to regulating agencies, or as required by law, including, but not limited to, any judicial or administrative order, subpoena, or open records ruling of the Texas Attorney General under the Texas Public Information Act.

(g) Authority. By execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

{Signatures on following page}

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

LANDLORD:

[_____]

DIAMOND:

Diamond _____ LLC

Draft Only – Not for Signature

Name: _____

Title: _____

Date: _____

Draft Only – Not for Signature

Name: Michael G. Brett

Title: CFO

Date: _____

FOR REFERENCE ONLY

EXHIBIT A

PREMISES

FOR REFERENCE ONLY

EXHIBIT B
COMPENSATION

Landlord shall be compensated on a monthly basis during the term of this Agreement and any renewals thereof at a rate of _____ percent (___) of the total revenue collected by Diamond less (i) any maintenance, monitoring, insurance, utilities and other operational expenses and additional rents to third parties, incurred by Diamond, and (ii) any taxes, fees, assessments, surcharges or other expenses payable by Diamond to any governmental authority or any third party for Diamond's or a Diamond Licensee's operation on such Property.

EXHIBIT C

Formula for Electrical Consumption Reimbursement

FOR REFERENCE ONLY

EXHIBIT D

FORM OF LANDLORD APPROVAL FORM

FOR REFERENCE ONLY

EXHIBIT E

FORM OF MEMORANDUM OF ANTENNA SITE LEASE AGREEMENT

After recording, return to:
Legal Department
Diamond _____ LLC
820 Morris Turnpike, Suite 104
Short Hills, New Jersey 07078

Site Name:

Memorandum of Antenna Site Lease Agreement

This memorandum evidences that a lease (“Lease”) was made and entered into by written Antenna Site Lease Agreement dated _____, 20__, between _____ (“Landlord”) and DIAMOND _____ LLC (“Diamond”), the terms and conditions of which are incorporated herein by reference.

Such Lease provides, in part, that Landlord leases to Diamond the premises (the “Premises”) described in Exhibit A attached hereto and located at _____, City of _____, County of _____, State of Texas. The term of the Lease is for five (5) years commencing on _____, 20__, which term is subject to five (5) additional five (5) year extension periods.

This Memorandum is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Lease, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum and the provisions of the Lease, the provisions of the Lease shall control.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first above written.

LANDLORD:

[_____]

Exhibit Only – Not for Signature

DIAMOND:

DIAMOND _____ LLC

Exhibit Only – Not for Signature

* Final Memorandum will have appropriate state notary blocks.

FOR REFERENCE ONLY



ConnectED Texas Agreements

The following document includes the Site Marketing Agreement (“SMA”), the Antenna Site Lease Agreement (Exhibit B, applicable for a rooftop colocation on ISD property) and the Option and Ground Lease Agreement (Exhibit C, applicable for a new tower build on ISD property).

Site Marketing Agreement – The SMA is the initial operative document which allows Diamond to market the ISD’s properties and create connectivity options for the ISD’s review and approval. ***This is the only agreement the ISD needs to sign for Diamond to start the marketing process.*** Diamond will send an executable version to the ISD upon request.

Exhibits B and C – These are the lease templates referenced in the SMA. ***They do not require a signature at this time.*** The final form of these lease exhibits will be prepared when a site-specific opportunity is brought to the ISD and the ISD decides to pursue the site.

SITE MARKETING AGREEMENT



This Site Marketing Agreement (the “**Agreement**”) is made and entered into on the latest date set forth on the signature page below (“**Effective Date**”), by and between Diamond Towers V LLC, a Delaware limited liability company having an address at 120 Mountain Avenue, Springfield, New Jersey 07081 (“**Diamond**”), and _____, a Texas political subdivision having an address at _____ (“**Entity**”). Diamond and Entity shall each be referred to as “**Party**” and together as “**Parties**.”

WITNESSETH

WHEREAS, this Agreement covers those certain properties, towers, and other structures that are owned, leased, operated, or otherwise controlled by the Entity as designated on the attached Exhibit A, Included Properties, which is incorporated herein by reference for all purposes (each, a “**Property**,” and collectively the “**Properties**”); and

WHEREAS, Entity has determined that a public purpose may be served by the development of wireless communication infrastructure on the Properties; and

WHEREAS, Entity desires to retain Diamond to exclusively market existing wireless infrastructure and manage the development of new or expanded wireless communication infrastructure on the Properties, including existing and newly developed structures for macro sites and small cells. These services will include marketing the Properties to any wireless communication operators or other tenants (each a “**Tenant**” or, if more than one, “**Tenants**”) interested in locating communications equipment on or in (a) existing towers, buildings, rooftops, kiosks, or other existing structures located on the Properties (each, an “**Existing Structure**”) and (b) new structures built on the Properties (each, a “**New Structure**”); and

WHEREAS, Diamond, having expertise in the field of telecommunications site management and development, is agreeable to being Entity’s exclusive representative for purposes of marketing the Properties to potential Tenants as described herein;

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Entity and Diamond agree as follows:

Section 1. Engagement:

Entity hereby grants Diamond the exclusive right during the Term, as herein defined, to market the Properties for telecommunication use by Tenants, including without limitation macro site infrastructure and small cell infrastructure. Any Property that Entity wishes to include in Diamond’s exclusive marketing rights is set forth in Exhibit A, Included Properties, attached hereto. The Parties may mutually agree to update Exhibit A from time to time during the Term to add properties to the list of “Properties” for which Diamond will have the exclusive right and license to market hereunder, provided that any such updates to Exhibit A are approved and signed by authorized representatives of each Party. Further, Entity reserves the right to remove any Property from the list by notifying Diamond in writing if the Property is required for Entity purposes.

Section 2. Duties of Diamond and Entity – Roles and Responsibilities:

- 2.1 Diamond shall utilize its sales force to market the Properties to Tenants. The marketing may include the following:
 - 2.1.1 The development and distribution of Entity and Property-specific marketing materials, including presentations and marketing sheets which highlight attributes of the locations and carrier coverage analysis;
 - 2.1.2 Incorporation of the Properties and Existing Structures into Diamond's database for marketing to potential Tenants; and
 - 2.1.3 Meetings with wireless communication companies, including Verizon, AT&T, T-Mobile, Dish Network, and cable companies, among others, to market the Properties.
- 2.2 Following a potential Tenant's indication of interest to colocate or attach wireless communications equipment on a Property, Diamond shall submit information on the potential colocation or attachment to Entity for review, including the form of agreement as follows: (i) a lease/sublease agreement between Entity and Diamond for a colocation on an Existing Structure (a "**Colocation Agreement**") utilizing the form attached hereto as Exhibit B, with Diamond leasing space from Entity on the Existing Structure and subleasing or licensing that space to the Tenant pursuant to an agreement between Diamond and Tenant, or (ii) a ground lease agreement (a "**Ground Lease Agreement**") between Entity and Diamond for a colocation of a New Structure utilizing the form attached hereto as Exhibit C with Entity leasing an agreed upon portion of the applicable Property to Diamond for the construction, ownership, operation, and maintenance by Diamond of any such New Structure. The terms Colocation Agreement and Ground Lease Agreement may collectively be referred to as the "**Leases**" or individually as a "Lease.") In each of romanette (i) and (ii) above, Diamond will be granted a leasehold interest in the applicable Property, subject to the terms and conditions herein. Whether or not to accept any Lease, and on what terms, shall be in the sole discretion of Entity. Nothing herein shall require Entity to enter into any Lease or other agreement. No Lease or other agreement shall be effective unless and until all requisite approvals have been received by Entity including, as necessary, approval of its governing body. Diamond acknowledges that any Lease provided herein is an ancillary use of Entity's Property, and nothing in this Agreement shall interfere with the Property's use for Entity's purposes. Entity, by and through its governing body, retains ultimate and exclusive authority to control all aspects of the Property's use, including the right to determine at any time that a Property may be withdrawn from consideration for a Lease transaction.
- 2.3 In relation to any opportunity generated under this Agreement, Diamond shall provide Entity services including consulting; project management; regulatory and

zoning approvals; community outreach; site management; existing tenant management (if applicable) site administration; and any other services agreed between the Parties. Diamond shall be responsible for compliance with all applicable local, state, and federal laws and regulations related to use of all Properties pursuant to this Agreement.

Section 3. Access to the Properties:

- 3.1 Entity acknowledges that, for Diamond to perform its duties, Diamond and its agents will require access to the Properties. Diamond shall have the right, upon prior notice to Entity as set forth herein, to grant access to and from the Properties to Diamond's employees and agents, and any Tenants, so long as the same does not interfere with Entity's use of the Properties and is for the purposes of facilitating Diamond's rights and obligations under this Agreement. When accessing any Property, Diamond, its employees, agents, and any Tenants shall comply with all Entity safety, security, and access protocols and requirements. Diamond shall provide Entity's designated contact (as listed in this agreement or as may be updated by Entity in writing) with at least seventy-two (72) hours' written notice prior to accessing any Property. Entity shall provide any safety, security, and access protocols for such Property to Diamond upon such request for access.

Entity Contact for Property Access: _____

Section 4. Term and Compensation:

- 4.1 The term of this Agreement shall commence on the Effective Date and, unless terminated earlier as provided herein, shall continue in effect for a period of five (5) years following the Effective Date (the "**Initial Term**"). This Agreement may be extended for an additional five (5)-year term ("**Extension Term**") upon the mutual consent of Entity and Diamond, including receipt of all requisite approvals. The Initial Term and Extension Term may be collectively referred to as the "**Term.**"
- 4.2 Entity shall have no obligation to compensate Diamond for any services performed pursuant to this Agreement. Diamond shall be responsible for all costs incurred in performance and shall have no right to reimbursement from Entity for any of its expenses, including without limitation expenses incurred for securing necessary permits and approvals to construct or install wireless communication equipment and related structures. Diamond acknowledges that it has received consideration for the performance of its obligations under this Agreement by virtue of the right granted to enter potential Lease transactions.
- 4.3 The compensation owed by Diamond to Entity related to any Lease shall be as further described in Exhibit D, attached hereto and made a part hereof. Diamond's payment of any compensation to Entity will be as set forth in the applicable Lease.

Section 5. Insurance:

- 5.1 Diamond shall maintain in full force and effect throughout the Term commercial general liability insurance with a combined single limit of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate, which insurance shall name Entity as an additional insured.
- 5.2 Diamond shall purchase and maintain Workers' Compensation as required by statute and Employer's Liability insurance.
- 5.3 Diamond shall purchase and maintain business automobile liability insurance, applying to owned, non-owned, and hired automobiles in an amount not less than \$1,000,000 for bodily injury, including death to any one person, and for property damage on account of any one occurrence. The policy shall insure any vehicle used in connection with Diamond's obligations under this Agreement. A "Waiver of Subrogation" in favor of Entity shall be provided.
- 5.4 Diamond shall purchase and maintain professional liability insurance that will cover all acts, errors, or omissions and breach or disclosure of personal information by Diamond in the amount of \$1,000,000 per claim, with an annual aggregate of at least \$2,000,000.
- 5.5 Diamond shall promptly, upon execution of this Agreement and on an annual basis throughout the Term, furnish certificates of insurance and proof of the required insurance and endorsements demonstrating compliance with the above requirements. Certificates shall indicate the name of the insured, the name of the insurance company, the name of the agency/agent, the policy number, the term of coverage, and the limits of coverage.
- 5.6 All insurance carriers will carry and A.M. Best rating of A- or better and be of a financial size category of VIII or larger.

Section 6. Indemnification:

Diamond agrees to indemnify, defend, and hold Entity harmless from and against any and all third party claims, injury, loss, damage, liability, costs or expenses (including reasonable attorneys' fees and court costs) incurred by or asserted against Entity arising from Diamond's negligent acts or omissions, or Diamond's intentional acts, related to the activities set forth in this Agreement. Notwithstanding the foregoing, to the extent permitted by law, Diamond's obligations under this Section shall not apply to any claim or liability to the extent determined by a court, arbitrator, or tribunal of competent jurisdiction to be based upon the negligence, recklessness, or willful behavior of Entity.

Section 7. Termination for Default:

- 7.1 In the event of a material breach of this Agreement (a “**Default**”) by either Party, the non-defaulting Party shall provide the defaulting Party with a written notice of said Default, providing the defaulting Party with at least thirty (30) days to remedy said Default; provided, however, that if any such Default is not capable of being cured within the requisite period of time, then so long as the Party charged with the Default has diligently pursued such cure of the Default within the prescribed period and continues to diligently pursue cure, such Party shall be given the reasonably necessary time, as determined in the reasonable discretion of the non-defaulting party, to cure the Default. If the Default continues after said cure period, the non-defaulting Party may immediately terminate this Agreement.
- 7.2 **Termination by Entity:** Entity may terminate this Agreement upon ninety (90) days’ written notice to Diamond if (i) within three (3) years of the Effective Date, Diamond’s marketing efforts have failed to yield any executed Lease agreements with Tenants regarding the Properties or (ii) the needs of Entity require other use of the Properties as determined in Entity’s sole discretion. Termination of this Agreement pursuant to this Section 7.2 shall not terminate any active Leases, which Leases may only be terminated by their own terms. Notwithstanding the foregoing, and to the extent such termination is not due to subsection (ii) above, if Diamond has received bona fide interest from a Tenant to collocate on a Property within three (3) years of the Effective Date, Diamond shall be entitled to continue working with such Tenant, post termination, to finalize a Lease. Such Lease shall remain subject to the terms and conditions of this Agreement. For purposes of this Section, “bona fide interest” means a proposal, written expression of interest regarding a specific Property or Properties, commencement of formal negotiation of terms, or other documented expression of specific intent or interest by a potential Tenant regarding a Property. “Bone fide interest” shall not include receipt, general response, or informal communications regarding marketing of properties not specific to a particular Entity Property or Properties.

Section 8. Successors and Assigns:

This Agreement may not be transferred or assigned by Diamond without the express written consent of Entity. To the extent permitted by law and if a transfer or assignment is agreed to by Entity, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of Entity and Diamond.

Section 9. Entire Agreement:

This Agreement and the related agreements referred to herein and attached hereto constitute the entire agreement between the Parties with respect to the subject matter herein and shall supersede all prior agreements and understandings, oral or written, between the Parties hereto concerning the subject matter of this Agreement. No Party has made any oral or written representation other than those set forth in this Agreement, and no Party is entering into this Agreement in reliance on any representation other than those set forth in this Agreement.

Section 10. Notices:

Any notice, approval, waiver, objection, or other communication (“Notice”) required or permitted to be given hereunder or given in regard to this Agreement by one Party to the other shall be in writing and the same shall be given and be deemed to have been served and given: (a) if hand delivered, when delivered in person to the address set forth hereinafter for the Party to whom notice is given; (b) if mailed United States mail, postage prepaid, by Certified Mail, Return Receipt Requested, when delivered; or (c) if by overnight delivery by a nationally recognized courier, when received by the other Party. Any Party may change its address for notices by notice theretofore given in accordance with this Section 10:

If to Entity, to:

Attn: _____

If to Diamond, to:

Diamond Towers V LLC
120 Mountain Avenue
Springfield, New Jersey 07081
Attention: Legal Department

Section 11. Headings:

The headings within this Agreement are intended solely for the convenience of reference and shall not be considered in construing this Agreement.

Section 12. Governing Law:

This Agreement shall be governed in accordance with the laws of the State of Texas, without regard to that State’s conflicts laws.

Section 13. Representations and Warranties:

- 13.1 Each Party represents and warrants to the other Party that the execution and delivery of the Agreement and the performance of such Party’s obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Party and is enforceable in accordance with its terms.
- 13.2 Diamond represents and warrants that (1) it does not, and shall not for the duration of this Agreement, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to this Agreement. If circumstances relevant to this provision change during the course of the contract, Diamond shall promptly notify Entity. Further, Diamond shall cooperate with any

request by Entity to provide such further information and certifications as Entity may require to establish compliance with Texas Government Code Chapter 2271.

- 13.3 Diamond represents and warrants that (1) it does not, and will not for the duration of this Agreement, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to this Agreement. If circumstances relevant to this provision change during the course of this Agreement, Diamond shall promptly notify Entity. Further, Diamond shall cooperate with any request by Entity to provide such further information and certifications as Entity may require to establish compliance with Texas Government Code Chapter 2274.
- 13.4 Diamond verifies that (1) it does not, and will not for the duration of this Agreement, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to this Agreement. If circumstances relevant to this provision change during the course of this Agreement, Diamond shall promptly notify Entity. Further, Diamond shall cooperate with any request by Entity to provide such further information and certifications as Entity may require to establish compliance with Texas Government Code Chapter 2272.

Section 14. Public Information Act. Diamond acknowledges that Entity must and will comply with Texas Government Code, Chapter 552, the Texas Public Information Act ("PIA") in the release of information, including this Agreement, any Lease, and any information which may be received or produced under this Agreement. Entity will use reasonable efforts to notify Diamond if a request for public information is received which may require Entity to disclose any portion of the information provided by Diamond or any other material that Diamond has clearly marked as proprietary, confidential, or otherwise exempt from disclosure under the PIA so as to allow Diamond the opportunity to seek to protect such materials from public disclosure. However, Diamond acknowledges and agrees that Entity (i) is not obligated to assert or argue on behalf of Diamond that any information provided to Entity is exempt from disclosure, (ii) will disclose information when required by the PIA, and (iii) shall not be liable for the disclosure of any information submitted by Diamond.

Section 15. Limitation on Damages. Neither Party, nor any of the Parties' respective parents, subsidiaries, affiliates, governing body members, directors, officers, partners, shareholders, members, employees, agents, successors, or permitted assigns, will be liable for any special, incidental, indirect, exemplary, punitive or consequential damages of any kind whatsoever, including lost profits, lost revenues, lost data, and other economic losses, however caused and regardless of whether such damages are foreseeable or whether a Party has been advised of their possibility. These limitations on damages will apply regardless of whether the liability arises out of breach of contract, tort, indemnity, or any other theory.

IN WITNESS WHEREOF, this Agreement shall become effective on the Effective Date:

ACCEPTED BY:

[ENTITY]

BY: Draft Only – Do Not Sign

PRINT NAME: _____

TITLE: _____

DATE: _____

ACCEPTED BY:

Diamond Towers V LLC

BY: Draft Only – Do Not Sign

PRINT NAME: Michael G. Brett

TITLE: COO

DATE: _____

EXHIBIT A
Included Properties

DRAFT

EXHIBIT B

Colocation Agreement Form

[ATTACHED]

DRAFT

EXHIBIT C

Ground Lease Agreement Form

[ATTACHED]

DRAFT

EXHIBIT D

Compensation

Existing Structures¹

The compensation owed by Diamond to Entity related to any Colocation Agreement on an Existing Structure shall be seventy-five percent (75%) of the gross monthly rents actually collected by Diamond from Tenant(s) ("Colocation Rent"). Diamond's payment of the Colocation Rent to Entity will be as set forth in the Colocation Agreement.

New Structures²

Should Diamond construct a New Structure on a Property, Diamond shall pay to Entity thirty percent (30%) of Gross Receipts, as hereinafter defined, actually received by Diamond from all Tenants on the New Structure during the immediately preceding month. For any Tenants after the second Broadband Tenant, as hereinafter defined, is installed on the New Structure, the revenue share to Entity shall increase to forty percent (40%) of Gross Receipts actually received by Diamond from such additional Tenants (excluding the first two installed Broadband tenants). All the payments described in this paragraph are collectively referred to as the "New Structure Rent".

Broadband Tenant

Verizon, AT&T, and T-Mobile, and their respective successors and assigns, shall each be considered a "Broadband Tenant" for purposes of this Section.

Gross Receipts

"Gross Receipts" means all rents, licenses, and other fees (but excluding third-party reimbursements for utilities, taxes, structure modifications and similar expenses incurred by Diamond) actually received by the Diamond from a Tenant pursuant to a particular sublease or sublicense during the applicable month. In no event shall Diamond have the right to deduct its expenses from Gross Receipts. If, during any given month, a Tenant does not pay any fees to Diamond, then it shall cease to be a Tenant and Entity shall not be eligible for any rent relating to that Tenant for that month. Notwithstanding the foregoing, in the event a Tenant pays their rent and/or fees to Diamond late in a given month, Diamond shall be obligated to pay Entity the revenue share associated with such payment with the following month's Colocation Rent payment.

Effect of Termination

For the avoidance of doubt, upon expiration or earlier termination of this Agreement, Diamond will remain entitled to continue receiving its percentage of the gross monthly revenue received from any Tenants subject to the revenue share arrangements described above and subject to the terms of the applicable Lease or other agreement with Entity, and will remain obligated to continue paying Entity its share of such revenue sharing payments, until all applicable Leases or Tenant Agreements expire or are terminated in accordance with their terms, as the case may be, and all applicable Tenants cease paying Colocation Rent, New Structure Rent, and other applicable payments. This paragraph shall survive the termination of this Agreement.

¹ An Entity may choose a one-time payment in lieu of an ongoing revenue share for Existing Structures or New Structures.

² The revenue sharing percentage on New Structures assumes a monopoly design.

OPTION AND GROUND LEASE AGREEMENT

THIS OPTION AND GROUND LEASE AGREEMENT ("Agreement") is made this ____ day of _____ 202__, by and between _____ ("Optionor") and DIAMOND TOWERS V LLC, a Delaware limited liability company ("Optionee").

I. OPTION TO LEASE

1. Grant of Option. For good and valuable consideration and the mutual promises herein set forth, Optionor hereby gives and grants unto Optionee and its assigns, an exclusive and irrevocable option ("Option") to lease a certain parcel of real property, located at _____, _____, _____, more particularly described on Exhibit "A", and survey or site plan shown on Exhibit "A-1", attached hereto ("Leased Premises"); together with an easement, or easements, for ingress, egress and utilities for the duration of the lease on the property which is more particularly described on Exhibit "B" attached hereto ("Easement"). Optionor agrees and acknowledges the Optionee may, at Optionee's sole cost and expense, have a metes and bounds survey prepared of the Leased Premises and the Easement, and that the legal description of the Leased Premises and the Easement, as shown on the survey, shall thereafter become the legal description of the Leased Premises and the Easement.

2. Option Initial Term. The initial term of this Option shall be for twenty four (24) months from the Effective Date ("Option Initial Term").

3. Consideration for Option. Consideration for the Initial Term of the Option granted hereunder shall be Two Thousand and 00/100 Dollars (\$2,000.00) ("Option Consideration").

4. Extension of Option. This Option can be extended at the discretion of Optionee for one (1) additional period of twelve (12) months ("Option Renewal Terms") by Optionee paying to Optionor the additional consideration of One Thousand and 00/100 Dollars (\$1,000.00) prior to the expiration of the Option Initial Term or any Option Renewal Term. No more than two (2) total Optional Renewal Terms will be allowed hereunder unless agreed to by Entity in writing. The Option Initial Term and all Option Renewal Terms shall hereinafter be referred to collectively as the "Option Term."

5. Optionor's Representations and Warranties. As an inducement for Optionee to enter into and be bound by the terms of this Option, Optionor represents and warrants to Optionee and Optionee's successors and assigns that, as of the date of this Agreement:

(a) To the knowledge of Optionor, without duty of inquiry or conducting a title search, Optionor has good title to the Leased Premises and the Easement;

(b) To the knowledge of Optionor, Optionor has the authority to enter into and be bound by the terms of this Option;

(c) To the knowledge of Optionor, there are no pending or threatened administrative actions, including bankruptcy or insolvency proceedings under state or federal law, suits, claims or causes of action against Optionor or which may otherwise affect the Leased Premises; and

(d) To the knowledge of Optionor, the Leased Premises are not presently subject to an option, lease or other contract which may adversely affect Optionor's ability to fulfill its obligations under this Option, subject to Optionor's retention of its authority to manage and control its governmental owned property and use the Leased Premises when required for Optionor's public purposes during the Option Term, and Optionor covenants that it shall not grant an option or enter into any contract which will affect the Leased Premises or the Easement until this Option expires or is terminated by Optionee.

These representations and warranties of Optionor shall survive the exercise of the Option and the closing anticipated by the exercise of this Option.

6. Inspections and Investigations. Optionor hereby grants to Optionee, its officers, agents, employees and independent contractors the right and privilege to enter upon the Leased Premises and the Easement at any time after the Effective Date, upon at least seventy two (72) hours prior written notice to Optionor, to perform, or cause to be performed, test borings of the soil, environmental audits, engineering studies and to conduct a survey of the Leased Premises and the Easement. Optionor shall provide Optionee with any necessary keys or access codes to the Leased Premises if needed for ingress and egress. Optionee shall not unreasonably interfere with Optionor's use of the Leased Premises or the Easement in conducting these activities, and shall comply with all Optionor safety, security, and access protocols and requirements. Notwithstanding any provision to the contrary contained in this Agreement, Optionee shall not have the right to undertake any subsurface environmental testing on the Leased Premises without the prior written consent of Optionor, which consent may be withheld in the sole discretion of Optionor. Optionee shall have the right, at its cost and expense, to have the Leased Premises and the Easement surveyed and to obtain a title report or commitment for a leasehold title policy covering the Leased Premises and the Easement from the title insurance company of its choice. Optionor shall, at its option, remove any survey or title defects, which will adversely affect Optionee's leasehold title or its ability to insure or mortgage the leasehold interest or, if Optionee will not accept any survey or title defects, Optionee may declare this Option to be void and of no further effect in which case there shall be no further liability on the part of Optionee to Optionor.

7. Further Acts. Optionor shall cooperate with Optionee's reasonable requests in executing documents as may be necessary to establish Optionee's rights under this Option or Optionee's use of the Leased Premises and the Easement and to take such action as may reasonably be required to effect the intent of this Option, at the sole cost and expense of Optionee. Notwithstanding the foregoing, Optionee shall have no obligation to pay Optionor's legal fees associated with such actions. Optionee shall be responsible for the filing of any applications with federal, state and local governmental authorities which applications relate to Optionee's Intended Use of the Leased Premises including but not limited to land use and zoning applications. To the extent applications may require Optionor approval, inclusion, or submission,

Optionee shall provide such applications to Optionor for review and approval with reasonable and sufficient time (which shall be no less than ten (10) Optionor business days) to review.

8. Assignment of Option. This Option may be sold, assigned or transferred at any time by Optionee upon the written consent of Optionor, which consent shall not be unreasonably withheld, conditioned, or delayed, with respect to any assignment of this Agreement by Optionee. Upon written approval of Optionor to such sale, assignment or transfer, and the completion of such sale, assignment, or transfer, Optionee shall be released from any and all liability under this Agreement, including the payment of any rental or other sums due, without any further action. Notwithstanding the foregoing, Optionee may assign this Option to an Affiliate, as hereinafter defined, of Optionee without Optionor's consent. Optionee shall provide written notice to Optionor of such Affiliate assignment.

9. Change in Status or Property. If during the Option Term, or during the Term, if the Option is exercised, Optionor/Lessor decides to subdivide, sell, or change the status of the zoning of the Premises, the Property or any of Lessor's contiguous, adjoining or surrounding property (the "Surrounding Property"), or in the event of a threatened foreclosure on any of the foregoing, Optionor/Lessor shall immediately notify Optionee/Lessee in writing. Optionor/Lessor agrees that during the Option Term, or during the Term if the Option is exercised, Optionor/Lessor shall not initiate or consent to any change in the zoning of the Premises which would adversely impact the zoning status of the Tower, the property or the Surrounding Property or impose or consent to any other use or restriction that would prevent or limit Optionee/Lessee from using the Premises for the Intended Use, as further defined herein, unless such change is determined, in Optionor's sole discretion, to be necessary for its own use of property for its governmental/public purposes. Any and all terms and conditions of the Agreement that by sense or context are intended to be applicable during the Option Term shall be so applicable.

II. GROUND LEASE AGREEMENT

10. Exercise of Option. Upon the tender of written notice of Optionee's intent to exercise the Option, the following lease provisions ("Lease") shall govern the relationship of the parties, and Optionor shall thereafter be referred to as Lessor, and Optionee shall thereafter be referred to as Lessee. The date of the written notice to exercise the Option shall constitute the commencement date of the Lease ("Commencement Date").

11. Use. The Leased Premises may be used by Lessee for the transmission and receipt of wireless communication signals in any and all frequencies and the construction, maintenance, operation, repair, replacement and upgrade of communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure or towers, associated antennas, equipment shelters or cabinets, buildings, fencing and related facilities and activities ("Intended Use"). Lessor agrees to reasonably cooperate with Lessee in obtaining, at Lessee's expense, all licenses and permits required for Lessee's Intended Use of the Leased Premises (the "Governmental Approval"). Lessee shall prepare, execute and file all required applications to obtain Governmental Approval for the Intended Use. Lessor agrees to reasonably assist Lessee with such applications and with obtaining and maintaining

Government Approvals. Lessee may construct additional improvements, demolish and reconstruct improvements, or restore, replace and reconfigure improvements at any time during the Initial Term or any Renewal Term of this Lease. In the event Lessee desires to modify or upgrade the Tower Facilities, as further defined herein, in a manner that requires an additional portion of the property (the "Additional Premises") for such modification or upgrade, Lessee shall notify Lessor such that the parties may seek to negotiate a Lease for Additional Premises, as may be available and appropriate, upon the same terms and conditions set forth herein, except that Rent, as further defined herein, shall increase, in conjunction with the lease of the Additional Premises by the amount equivalent to the then current per square foot rental rate charge by Lessor to Lessee times the square footage of the Additional Premises. Nothing herein shall be deemed to require Lessor to lease Additional Premises or to guaranty the availability of any property not within the Leased Premises for lease.

12. Legal Compliance. Lessee will comply with and abide by all federal, state, and local laws and regulations in its performance under this Lease and its use and activities on the Leased Premises, Easement, or other Lessor property, including, but not limited to, obtaining, at its sole expense, all licenses, permits, or regulatory or governmental approvals that may be required. Lessee shall further require the same compliance by its contractors, licensees, or sublessees in all agreements. Lessee shall defend, indemnify, and hold harmless Lessor for any claims, suits, actions, liability, loss, or damage arising out of any noncompliance by Lessee, its employees, agents, contractors, licensees and sublicensees.

13. Initial Term. The term of this Lease shall be ten (10) years commencing on the Commencement Date, as that term is defined in Section 10 above, and terminating on the tenth (10th) anniversary of the Commencement Date ("Initial Term").

14. Renewal Terms. Lessee shall have the right to extend this Lease for five (5) additional five (5) year terms (each a "Renewal Term"). Each Renewal Term shall be on the same terms and conditions as set forth in this Lease. This Lease shall automatically be renewed for each successive Renewal Term unless Lessee notifies Lessor of Lessee's intention not to renew the Lease at least thirty (30) days prior to the expiration of the Initial Term or the Renewal Term which is then in effect. If Lessee remains in possession of the Leased Premises after the termination of this Agreement, then Lessee shall be deemed to be occupying the Leased Premises on a month to month basis ("Holdover Term"), subject to the terms and conditions of this Agreement. Hereinafter, the Initial Term, any Renewal Term and any Holdover Term may be collectively referred to as the "Term."

15. Rent. Commencing on the first day of the calendar month following the date that Lessee commences construction on the Leased Premises ("Rent Commencement Date"), during the Initial Term and each Renewal Term of this Lease, Lessee shall pay to Lessor the amount of rent ("Rent") provided in the Rent Schedule attached hereto as Exhibit "C", which shall be deemed to include any applicable state, county or local sales or use tax from which Lessor is not exempt. It shall be the sole responsibility of the Lessor to remit payment of any applicable state, county or local sales or use tax related to the Rent from which Lessor is not exempt to the appropriate taxing authority. Nothing herein shall be deemed to impose on Lessor the obligation to pay taxes from which it is exempt. Rent shall be payable in advance on or before the fifteenth

(15th) day of each calendar month, and shall be remitted to the address shown for Lessor in this Lease, or such other address as Lessor may direct by notice in writing to Lessee. If the Commencement Date, or the date of termination (the "Termination Date"), of this Lease is other than the first (1st) day of a calendar month, Rent shall be prorated. In the event of termination for any reason, other than nonpayment of Rent, all advance Rent paid to Lessor with respect to the period after the Termination Date shall be refunded to Lessee.

16. Lessor's Representations and Warranties. Lessor further represents and warrants that, to its actual knowledge as of the date of this Agreement and without duty of inquiry, there are no easements, licenses, rights of use or other encumbrances on the Leased Premises which will materially interfere with or constructively prohibit Lessee's Intended Use of the Leased Premises. Lessor further represents and warrants that, to its actual knowledge as of the date of this Agreement, the execution of this Lease by Lessor will not cause a breach or an event of default of any other agreement to which Lessor is a party.

17. Conditions Subsequent. Lessee represents that it has exercised due diligence in its review of the Leased Premises to determine that its Intended Use is not actually or constructively prohibited by any laws, rules, or regulations. In the event that, despite Lessee's exercise of due diligence, Lessee's Intended Use of the Leased Premises becomes actually or constructively prohibited through no fault of Lessee or the Leased Premises becomes, in Lessee's commercially reasonable opinion, unacceptable to Lessee, then Lessee shall have the right to terminate this Lease. In the event that Lessee terminates solely due to its opinion that the Leased Premises are unacceptable, but the Intended Use is not actually or constructively prohibited, Lessee shall pay Lessor a termination fee of two (2) months' Rent.

18. Interference Lessee represents that, prior to entering into this Agreement, it has exercised due diligence in reviewing the Leased Premises and existing use of property adjacent to the Leased Premises to reasonably determine that it is appropriate for the Intended Use without interference. In the event a subsequent change of use by Lessor, its lessees, licensees, invitees, or agents to any portion of adjacent real property owned by Lessor materially interferes with the wireless communications operation of Lessee, any such interference extending for more than forty-eight (48) hours may be deemed a material breach of this Lease by Lessor and Lessor shall have the responsibility to take commercially reasonable action, to the extent permitted by law, to terminate said interference. Prior to Lessee exercising any rights under this Agreement regarding interference, Lessee agrees to notify Lessor of the interference and work with Lessor in good faith to promptly determine the source of interference and reasonable options to rectify the interference. Further, upon Lessor providing Lessee advanced notice of any anticipated or potential changes on Lessor's adjacent property, Lessee agrees to work with Lessor in good faith to determine in advance any potential areas of interference. In the event any such interference does not cease or is not promptly rectified, Lessor acknowledges that continuing interference will cause irreparable injury to Lessee, and Lessee shall have the right, in addition to any other rights that it may have at law or in equity, to bring action to enjoin such interference or to terminate this Lease immediately upon notice to Lessor. Except where may be required for Lessor's necessary governmental operations, compliance with law, or to address an emergency or critical situation, Lessor will not grant after the Effective Date, a lease, license or any other right to any third party, if it reasonably believes that the exercise of such grant may materially and adversely affect

or interfere with the Tower Facilities, the operations of Lessee or the rights of Lessee under this Agreement. Lessor will notify Lessee in writing prior to granting any third party the right to install and operate wireless cellular communications equipment within one (1) mile of the Leased Premises. For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the property or Surrounding Property that causes material electronic or physical obstruction with, or degradation of, the communication signals from the Tower Facilities.

19. Improvements; Utilities, Access and Landscaping.

(a) Lessee shall have the right at Lessee's sole cost and expense, to erect and maintain on the Leased Premises improvements, personal property and facilities, including without limitation, tower(s), a structural tower base(s), radio transmitting and receiving antennas, communications equipment, equipment cabinet(s) and/or shelter(s) and related facilities (collectively the "Tower Facilities"). The Tower Facilities shall remain the exclusive property of the Lessee throughout the Term and shall be fully removed, and the property restored, by Lessee upon termination of this Lease at Lessee's sole expense. Lessor shall have the right to require a decommissioning bond in favor of Lessor as security for Lessee's obligation to remove the Tower Facilities, in form and substance reasonably satisfactory to Lessor, if (i) the Lease is assigned to an entity with a net worth of less than five-million dollars (\$5,000,000) and (ii) a bond is not already required in the jurisdiction where the Leased Premises are located. Lessor grants Lessee the right, to the extent permitted by law, regulations, and local ordinance, to clear all trees, undergrowth, or other obstructions and to trim, cut, and keep trimmed and cut all tree limbs to the extent necessary to prevent interference with or falling upon Lessee's tower or Lessee's other improvements, communications equipment or Easement rights. Lessor grants Lessee the Easement in Exhibit "B" and may, as necessary, grant additional, non-exclusive easements as agreed to by the Parties in writing in, over, across and through other real property owned by Lessor as reasonably required for construction, installation, maintenance, and operation of the Tower Facilities. In the event that the tower to be constructed by Lessee on the Leased Premises is a guyed tower, Lessor also grants Lessee an easement over Lessor's real property during the Initial Term and any Renewal Term of this Lease for any guy wires and guy wire anchors. If Lessee elects to utilize a small Unmanned Aircraft System ("UAS") in connection with the installation, construction, monitoring, site audits, inspections, maintenance, repair, modification, or alteration activities at the Property or Leased Premises, Lessor hereby grants Lessee, or any small UAS operator acting on Lessee's behalf, express permission to fly over the applicable Property and Leased Premises, and consents to the use of audio and video navigation and recording in connection with the use of the small UAS. Lessee must coordinate all small UAS operations with Lessor in advance and shall ensure all such operations shall only be performed by persons with a valid FAA remote pilot in command certification, or other certification or license legally required for such operations, and shall ensure safe operation and use all necessary and reasonable efforts to limit audio and video recording to the Leased Premises, and avoid any audio or video recording of students or private property.

(b) Lessee shall have the right to install utilities, at Lessee's expense, and to improve present utilities on the Leased Premises (including but not limited to the installation of emergency power generators). Lessee shall have the right to permanently place utilities on (or to

bring utilities across or under) the Easement to service the Leased Premises and the Tower Facilities. In the event that utilities necessary to serve the equipment of Lessee or the equipment of Lessee's licensee(s) or sublessee(s) cannot be located within the Easement for ingress and egress, Lessor agrees to cooperate with Lessee and to act reasonably in allowing the location of utilities on other real property owned by Lessor without requiring additional compensation (other than compensation of direct costs, if any) from Lessee or Lessee's licensee(s) or sublessee(s). Lessor may, as appropriate, execute a separate written easement to the Lessee or to the utility company providing the service, in a form which may be filed of record evidencing this right.

(c) Lessor represents and warrants to Lessee that Lessee shall, at all times during this Lease, enjoy ingress, egress, and access from the Leased Premises to an open and improved public road which presently exists, and which Easement shall be adequate to service the Leased Premises and the Tower Facilities. If no such public road exists, or ceases to exist in the future, Lessor and Lessee shall work to determine an appropriate easement agreeable to the Parties for Lessee, Lessee's sublessees and assigns so that Lessee may, at its own expense, construct a suitable private access drive to the Leased Premises and the Tower Facilities. To the degree such access is across other property owned by Lessor, Lessor shall, as appropriate, execute an easement evidencing this right and Lessor shall use reasonable efforts to maintain access to the Easement in a free and open condition so that no material interference is caused to Lessee, by other lessees, licensees, invitees or agents of the Lessor which may utilize the Easement. Lessor shall provide such access to the Leased Premises via the approved Easements to allow Lessee, or its sublessees, to use, maintain and repair the improvements located on the Leased Premises. Such access shall be provided twenty-four (24) hours per day, seven (7) days per week. Lessee shall provide Lessor twenty four (24) hours notice prior to accessing the Leased Premises, email acceptable. Notice shall not be required in the event of an emergency. If Lessor willfully and intentionally obstructs access granted by this Lease for reason other than casualty or compliance with law, such obstruction shall be deemed a default under the Lease and in connection with such default, in addition to any other rights or remedies available to Lessee under this Lease or at law or equity, Lessor shall pay Lessee, as liquidated damages, and not as a penalty, Five Hundred and 00/100 Dollars (\$500.00) per day in consideration of Lessee's damages until Lessor cures such default. Lessor and Lessee agree that Lessee's damages in the event of a denial of access are difficult, if not impossible, to ascertain, and the liquidated damages set forth are a reasonable approximation of such damages.

(d) In the event a Governmental Approval necessary for the construction operation and/or maintenance of the Tower Facilities requires landscaping around the Tower Facilities and such required landscaping cannot be located within the Leased Premises following Lessee making all reasonable efforts and attempts to modify the Tower Facilities design to allow such required landscaping, Lessee shall notify Lessor and the Parties shall work together in good faith to determine if it is possible for Lessor to provide an easement for property outside of the Leased Premises to satisfy any such Governmental Approval with respect to landscaping without requiring additional compensation from Lessee or Lessee's licensee(s), sublessee(s) or such similar parties. Nothing herein shall require Lessor to approve or provide an easement that interferes with Lessor's use of its property. Lessee shall be responsible for the installation and maintenance of any such landscaping contemplated by this Section.

(e) Lessee shall comply with all requirements of Texas Government Code §2252.909 (Required Lease Terms for Lease of Public Property), or any successor statute. Lessee shall:

(i) Include in each contract for the construction, alteration, or repair of an improvement on the Leased Premises a condition that the contractor (A) execute a payment bond that conforms to Subchapter I, Chapter 53, of the Texas Property Code; and (B) execute a performance bond in an amount equal to the amount of the contract for the protection of Lessor and conditioned on the faithful performance of contractor's work in accordance with the plans, specifications, and contract documents; and

(ii) Provide Lessor a notice of commencement, as set forth herein, at least 90 days before the date the construction, alteration, or repair of any improvement to the Leased Premises begins. The notice of commencement under this subsection must (A) identify the public property where the work will be performed; (B) describe the work to be performed; (C) state the total cost of the work to be performed; (D) include copies of the performance and payment bonds required under subsection (e)(i); and (E) include a written acknowledgement signed by the contractor stating that copies of the required performance and payment bonds will be provided to all subcontractors not later than the fifth day after the date a subcontract is executed.

(iii) On or before the 10th day after Lessor receives a notice of commencement for the construction, alteration, or repair of an improvement to leased property required under subsection (e)(ii), Lessor may notify Lessee that the construction, alteration, or repair may not proceed.

(iv) Lessee acknowledges that, pursuant to Texas Government Code §2252.909(e), a person commits an offense (Class A misdemeanor) if the person materially misrepresents information in a notice of commencement.

20. Termination. Except as otherwise provided herein, this Lease may be terminated without any penalty or further liability upon written notice as follows:

(a) By either party upon a default of any material covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default (without however, limiting any other rights available to the parties pursuant to any other provisions hereof); provided, that if the defaulting party commences and continues efforts to cure the default within such period, the non-defaulting party shall have reasonable, additional time (not to exceed forty-five (45) days) to cure the default;

(b) Upon thirty (30) days' written notice by Lessee to Lessor, if Lessee is unable to obtain or maintain through no fault of Lessee, any license, permit or other Governmental Approval necessary for the construction and operation of the Tower Facilities or Lessee's business;

(c) By Lessee for any reason upon sixty (60) day's advance written notice from Lessee to Lessor, and upon payment of a termination fee to Lessor in the amount of twelve (12) months of the then current Rent due hereunder; or

(d) By Lessor as set forth in this Section 20(d). As a governmental entity, Lessee acknowledges that, by entering into this Lease, Lessor is not relinquishing, and may not relinquish, the authority of its governing body to control the property's use or allow the Lease to interfere with the property's public purpose. After the Initial Term, to the extent Lessor's governing body determines that the Lease will no longer serve a public purpose or that the Leased Premises is required for other purposes, Lessor may, upon at least one hundred eighty (180) days' written notice to Lessee, terminate the Lease at the end of its then current term. Such notice shall include a detailed reason and/or justification for the termination. Further, in the event a need arises on the part of Lessor to use the Leased Premises for the governmental entity's own purposes after the Initial Term, Lessee agrees to work with Lessor to modify the Lease to accommodate such use or, if such accommodation is not possible, Lessor may terminate the Lease upon at least one hundred eighty (180) days' written notice or shorter notice if required by law or public emergency. Regardless of whether during or after the Initial Term, nothing in this Agreement shall be deemed to prohibit Lessor's right and ability, as a governmental entity, to use the Leased Premises or take any action, regardless of the potential for interference with the Leased Premises, to the extent required in a declared public emergency or when otherwise required by law. However, Lessor shall use all commercially reasonable efforts to avoid and minimize the duration and effect of any such interference.

Prior to any termination by Lessor, Lessor and Lessee shall use best efforts to find a mutually agreeable location on the Property or other property owned or controlled by Lessor for Lessee to relocate the Tower Facilities to or build a new tower. In the event the parties find a mutually agreeable location on the Property for the relocation of the Tower Facilities, the parties shall enter into a lease agreement on identical terms to this Agreement. During the negotiation of a mutually agreeable location, and prior to execution of the new lease agreement, Lessee shall provide Lessor with an estimate of the cost for relocating the Tower Facilities and related carrier equipment to the proposed new location(s) ("**Estimated Relocation Cost**") for the Entity's understanding and consideration as to how collection of rent might be impacted, and Lessee shall be entitled to an abatement of rent under the new agreement in an amount equal to the actual cost Lessee to relocate the Tower Facilities and related carrier equipment up to the Estimated Relocation Cost.

21. Sublessee's Improvements. Lessee's licensee(s) and sublessee(s) shall be entitled to modify the Tower and to erect additional improvements on the Leased Premises, including, but not limited to antennas, dishes, cabling, additional storage buildings or equipment shelters on the Leased Premises as are reasonably required for the operation and maintenance of the communications equipment to be installed on the Leased Premises by said licensee(s) and sublessee(s), together with rights of ingress and egress to the Leased Premises and the right to install utilities on the Leased Premises as if said licensee or sublessee were the Lessee under this Lease. Lessee shall, in its agreements with such licensee(s) and sublicensee(s), ensure that the licensee(s) and sublicensee(s) are subject to all requirements under this Agreement that apply to Lessee, including regarding improvements, use of property, and access to property.

22. Taxes.

(a) Lessor, a governmental entity, is generally exempt from taxation and shall not be required under this Agreement to pay any taxes for which it is exempt. Lessee shall be responsible for (i) any taxes and assessments attributable to and levied upon Lessee's leasehold improvements on the Leased Premises and as set forth in this Section and (ii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording and other similar taxes and fees imposed in connection with an assignment of this Agreement or sublease by Lessee.

(b) In the event Lessor receives a notice of assessment with respect to which taxes or assessments are imposed on Lessee's leasehold improvements on the Leased Premises, Lessor shall provide Lessee with copies of each such notice promptly upon receipt, but in no event later than 30 days after the date of such notice of assessment. Lessee shall reimburse Lessor for the tax and assessments identified on the notice of assessment on Lessee's leasehold improvements, which are paid by the Lessor. If Lessor seeks reimbursement from Lessee, Lessor shall, no later than 30 days after Lessor's payment of the taxes or assessments for the assessed tax year, provide Lessee with written notice including evidence that Lessor has timely paid same, and Lessor shall provide to Lessee any other documentation reasonably requested by Lessee to allow Lessee to evaluate the payment and reimburse Lessor.

(c) For any tax amount which Lessee is responsible for under this Lease and Agreement, Lessee shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as permitted by law. This right shall include the ability to institute any legal, regulatory or informal action with respect to the valuation of the Leased Premises. Lessor shall reasonably cooperate with respect to the commencement and prosecution of any such proceedings. The expense of any such proceedings shall be borne by Lessee and any refunds or rebates secured as a result of Lessee's action shall belong to Lessee, to the extent the amounts were originally paid by Lessee. In the event Lessee notifies Lessor by the due date for the assessment of Lessee's intent to contest the assessment, Lessor shall not pay the assessment pending conclusion of the contest, unless required by applicable law.

(d) Lessor shall provide prior written notice to Lessee of any split by Lessor or action by Lessor to cause the tax parcel on which the Leased Premises are located to be split, bifurcated, separated or divided.

(e) Any tax related notices shall be sent to Lessee in the manner set forth in Section 30, (Notices). Promptly after the Commencement Date, upon written request of Lessee, Lessor shall provide the address requested by Lessee to the taxing authority for the authority's use in the event the authority needs to communicate with Lessee. In the event that Lessee's tax address changes by notice to Lessor, Lessee shall provide notice to the taxing authority. If the taxing authority requires additional notice from the property owner, Lessee shall notify Lessor, and

Lessor shall reasonably assist in providing Lessee's new tax address to the taxing authority or authorities.

(f) Notwithstanding anything to the contrary contained in this Section, Lessee shall have no obligation to additionally reimburse Lessor for any tax or assessment for which the Lessee is separately reimbursed or rebated by a third party.

(g) Lessor hereby represents and warrants that, to the best of its knowledge as of the date of this Agreement, Lessor's property on which the Leased Premises and Easement are located is not subject to any "Conservation Use Covenant", "Greenbelt Covenant" or any conservation use program which restricts or limits development of Lessor's property.

23. Destruction of Premises. If the Leased Premises or the Tower Facilities are destroyed or damaged, so as to materially hinder the effective use of the Tower Facilities in Lessee's reasonable judgment, Lessee may elect within thirty (30) days of such damage/destruction to terminate this Lease as of the date of the damage or destruction by so notifying the Lessor in writing. In such event, all rights and obligations of Lessee to Lessor shall cease as of the date of completion of the removal of the Tower Facilities by Lessee as required by this Agreement, and Lessee shall be entitled to reimbursement of any Rent prepaid by the Lessee for the period beyond that date.

24. Condemnation. If a condemning authority takes all of the Leased Premises, or a portion sufficient in Lessee's determination to render the Leased Premises, in the reasonable opinion of Lessee, unsuitable for the use which Lessee was then making of the Leased Premises, this Lease shall terminate as of the date the title vests in the condemning authority. Lessee shall be entitled to file its own claims against the condemning authority for the value of its Tower Facilities, moving expenses, prepaid rent and business dislocation expenses. A sale of all or part of the Leased Premises to a purchaser with the power of eminent domain, in the face of the exercise of eminent domain power, shall be treated as taking by condemnation for the purpose of this Section.

25. Casualty. Each Party shall provide notice to the other Party of any casualty or other harm affecting the property within twenty-four (24) hours of discovery or notice of the casualty or other harm. If any part of the Tower Facilities or the property is materially damaged by casualty or other harm, through no fault of Lessee, as to render the Leased Premises unsuitable, in Lessee's reasonable determination, then Lessee may elect within thirty (30) days of the date of the casualty or other harm to terminate the Lease and Agreement by providing written notice to Lessor, which termination will be effective as of the date of the notice. Lessor agrees to permit Lessee to place reasonable temporary transmission and reception facilities on the property, but only until such time as Lessee is able to activate a replacement transmission facility at another location and only to the extent permitted by law and only to the extent such temporary facilities do not impede or interfere with Lessor any more than the Tower Facilities. Notwithstanding the termination of this Lease and Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. Lessee shall be fully responsible, including obtaining insurance coverage, for its own protection from losses for any damages to Tower Facilities, and Lessor shall not directly or through insurance be liable for

any loss to Tower Facilities unless caused by willful act or gross negligence of Lessor and, in such event, only to the extent permitted by law. If Lessor or Lessee undertakes to rebuild or restore the Leased Premises and/or the Tower Facilities, as applicable, Lessor agrees to permit Lessee to place reasonable temporary transmission and reception facilities which do not impede or interfere with Lessor any more than the Tower Facilities on the property at no additional Rent until the reconstruction of the Leased Premises and/or the Tower Facilities is completed. If Lessor determines not to rebuild or restore the property, Lessor will notify Lessee of such determination within sixty (60) days after discovery or notice of the casualty or other harm. Lessor agrees that the Rent shall be abated until the property and/or the Leased Premises are rebuilt or restored, unless Lessee places temporary transmission and reception facilities on the property.

26. Insurance. Lessee shall purchase and maintain in full force and effect, throughout the Initial Term and any Renewal Term, commercial general liability insurance with a combined single limit of at least One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate, which insurance shall include Lessor as an additional insured. Lessee shall require all of its contractors and subcontractors to maintain General Liability Insurance coverage in an amount equal to that specified herein.

27. Indemnification. In addition to, and without limiting, any other indemnification obligations in this Agreement, Lessee will defend, indemnify, and hold harmless Lessor and its officers, board members, employees, and agents from and against all claims, suits, actions, liability, liens, loss, and damage of any character, type, or description, including without limitation all expenses of litigation, court costs, and attorneys' fees, arising out of or related to: (a) injury or death to any person or damage to property related to the acts of Lessee or its agents, employees, contractors, invitees, licensees, or sublessees on Lessor's property; and (b) Lessee's negligence, misconduct, breach of contract, or other failure to comply with its obligations under this Agreement, or infringement or violation of a third-party's intellectual property or privacy right. Notwithstanding the foregoing, Lessee shall have no obligation to indemnify and hold harmless Lessor and its officers, board members, employees, and agents from and against all claims, suits, actions, liability, liens, loss, and damage of any character, type, or description, including without limitation all expenses of litigation, court costs, and attorneys' fees, to the extent determined by a court, arbitrator, or tribunal of competent jurisdiction to have been caused by Lessor's negligence or willful misconduct.

28. Lessee's Environmental Covenants and Indemnity. As used in this Lease, the term "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste which is, or becomes designated as such in the future or is regulated by any agency of the United States Government or by any local governmental authority having jurisdiction, including, without limitation, any substance, material or waste that is defined or designated as a hazardous substance pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or the Clean Water Act. During the Term of this Lease, Lessee shall not cause or authorize the presence, use, storage and/or disposal of any Hazardous Material, on or under the Leased Premises by Lessee, its agents, employees, business invitees, contractors, licensees, or sublessees. Notwithstanding the foregoing, Lessee, and its licensees, sublicensee, sublessees, and/or subtenants shall have the right to install backup

generators on the Leased Premises and such installation shall not be a violation of this Section. Lessee shall comply, and require all agents, employees, business invitees, contractors, licensees, and sublessees to be in compliance with all applicable laws, rules, regulations and orders. Lessee shall not install or permit the installation of any underground storage tanks on the Leased Premises. Lessee shall defend, indemnify, protect and hold Lessor harmless from and against all claims, costs, fines, judgments and liabilities, including attorney's fees and costs, arising out of or in connection with the presence, storage, use or disposal of Hazardous Materials on or under the Leased Premises caused by the acts, omissions or negligence of Lessee, its agents, employees, business invitees, contractors, licensees, or sublessees. The foregoing indemnity shall survive any termination of this Lease.

29. Lessor's Environmental Representation. Lessor represents and warrants, to its knowledge, without duty of inquiry, that no Hazardous Materials have been generated, stored, disposed of or are present on or under the Leased Premises prior to the Commencement Date of this Lease. Lessor shall immediately notify Lessee in writing of (i) any release or threatened release of Hazardous Materials in, on, under, from or migrating towards the Leased Premises; (ii) any non-compliance with any environmental laws related in any way to the Leased Premises; (iii) any actual or potential environmental lien; (iv) any required or proposed remediation of environmental conditions relating to the Leased Premises; and (v) any written or oral notice or other communication relating in any way to Hazardous Materials on the Leased Premises. The foregoing representations shall survive any termination of this Lease.

30. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if sent by a nationally recognized courier, or certified mail, return receipt requested, to the following address:

If to Lessor, to:

Attn:

If to Lessee, to:

Diamond Towers V LLC
120 Mountain Avenue
Springfield, New Jersey 07081
Attention: Legal Department

31. Title and Quiet Enjoyment. Lessor represents, to its knowledge and without duty of inquiry, that (i) it has good fee simple title to the Leased Premises and the Easement; and (ii) the Leased Premises constitutes a legal lot that may be leased without the need for any subdivision or platting approval. Lessor covenants that Lessee shall have the quiet enjoyment of the Leased Premises during the term of the Lease. This Lease shall be an estate for years and not a usufruct. Lessor shall not knowingly use, nor shall Lessor knowingly permit its lessees, licensees, invitees, or agents to use any adjacent property owned or controlled by Lessor in any

way which materially interferes with operations of Lessee. Such interference may be deemed a material breach by Lessor, and Lessee shall have the right, in addition to any other rights that it may have in law or equity, to enjoin such interference or to terminate this Lease.

32. Subordination and Non-Disturbance. To the extent applicable, this Lease shall be subject to and subordinate to any mortgage or deed to secure debt (collectively referred to as a "Mortgage") made by Lessor which may now or hereafter encumber the Leased Premises, provided that no such subordination shall be effective unless the holder of every such Mortgage shall in a separate agreement with Lessee agree that in the event of a foreclosure, or conveyance in lieu of foreclosure of Lessor's interest in the Leased Premises, such holder shall recognize and confirm the validity and existence of this Lease and that Lessee shall have the right to continue its use and occupancy of the Leased Premises in accordance with the provisions of this Lease as long as Lessee is not in default of this Lease beyond applicable notice and cure periods. Lessee shall execute in timely fashion such instruments as may reasonably be requested to evidence the provisions of this Section. In the event the Leased Premises are encumbered by a Mortgage on or after the Commencement Date, Lessor, no later than ten (10) days after the Option has been exercised, shall use commercially reasonable efforts to obtain and furnish Lessee with a non-disturbance agreement in recordable form from the holder of each Mortgage.

33. Condition of Leased Premises. Lessee acknowledges that it has independently and personally inspected the Premises and that it has entered into this Agreement based upon such examination and inspection. Lessee accepts the Premises in their present condition, "AS IS, WITH ALL FAULTS, IF ANY. AND WITHOUT ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED," other than the warranty of quiet enjoyment, specifically without limiting the generality of the foregoing, Lessee accepts the Premises without any warranty of (a) the nature or quality of any construction, structural design or engineering of any improvements currently located at or constituting a portion of the Premises, (b) the quality of the labor and materials included in any such improvements, or (c) the suitability of the Premises for any particular purpose or developmental potential.

34. WAIVER OF CONSUMER RIGHTS UNDER DTPA. AS A MATERIAL CONSIDERATION FOR LESSOR'S ENTERING INTO THIS AGREEMENT, LESSEE HEREBY WAIVES ANY RIGHT IT MAY HAVE UNDER THE DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SECTION 17.41 ET SEQ., TEXAS BUSINESS & COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF ITS OWN SELECTION, LESSEE VOLUNTARILY CONSENTS TO THIS WAIVER.

35. Assignments and Subleases. Except as provided in this Section, Lessee may not sell, transfer, assign, sublease, or convey any portion of its interest in this Lease or the Leased Premises. Notwithstanding the foregoing, if an event of default has not occurred and is continuing, Lessee may, upon written notice to Lessor, (i) sublease space on the Tower Facilities and within the Leased Premises to third parties, (ii) assign its interest in the Agreement to any party who (a) has a proven history of operating communication towers, (b) has a net worth of at least Fifteen Million and 00/100 Dollars (\$15,000,000.00) and (c) assumes in writing the obligations of Lessee under this Agreement, (iii) mortgage its interest in this Agreement and the

leasehold interest created hereby to third party lenders in bona fide loan transactions, which mortgage shall not be deemed a loan or mortgage on Lessor's property and any records filing regarding the mortgage shall clearly state that fact, and (iv) assign its interest in this Agreement and the leasehold interest created hereby to Affiliates, as hereinafter defined. For purposes hereof, "Affiliates" shall mean, as to any party to this Lease, any individual, partnership, corporation, business trust, joint stock company, trust, unincorporated association, joint venture, or other entity of whatever nature, which, directly or indirectly, is in control of, is controlled by, or is under common control with, such party. For purposes of this definition, "control" of an entity means the power, directly or indirectly, either to (i) vote 10% or more of the securities having ordinary voting power for the election of directors of such entity, or (ii) direct or cause the direction of the management and policies of such entity whether by contract or otherwise. Except as provided above, any attempt by Lessee to sell, transfer, encumber, assign or convey its leasehold estate or any interest in the estate without the prior, written consent of Lessor shall be null and void.

36. Successors and Assigns. This Lease shall run with the Leased Premises described on Exhibit "A" and shall be binding upon and inure to the benefit of the parties, their respective heirs, successors, personal representatives and assigns.

37. Waiver of Lessor's Lien. To the extent permitted by law, Lessor hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Tower Facilities or any portion thereof, regardless of whether or not same is deemed real or personal property under applicable laws. Lessor consents to Lessee's right to remove all or any portion of the Tower Facilities from time to time in Lessee's sole discretion and without Lessor's consent.

38. Waiver of Incidental and Consequential Damages. To the full extent such may be disclaimed by law, neither Party will assert any claim whatsoever against the other for loss of anticipatory profits or any other indirect, special, incidental or consequential damages.

39. Lessee's Exclusivity. To the extent permitted by law and without relinquishing Lessor's right to control use of its properties as may be required for its own and public purposes as further delineated herein, Lessor agrees not to lease any of Lessor's property within a radius of [three (3) miles, or such other distance as negotiated by the parties] from the Leased Premises for construction of a tower or for use as a communications facility or for the operation of an antenna site leasing business which competes directly or indirectly with Lessee.

40. Removal of Personal Property. On or after the Termination Date, Lessee shall, at its sole cost and expense, remove the Tower and all other personal property and improvements which Lessee or Lessee's licensees, sublessees, agents, or contractors has installed or otherwise located on the Leased Premises. Lessee shall reasonably restore the Leased Premises to its original condition within sixty (60) days and shall continue to pay Rent as required by this Agreement until removal is completed. If any such property or equipment, including improvements, is not removed from the Leased Premises within the required time, such items shall be deemed abandoned, and Lessor shall be entitled to remove the remaining items and invoice Lessee for all actual costs of doing so and Lessee shall remit payment of such invoice to Lessor within thirty (30) days of receipt.

41. **Rental Stream Offer.** If at any time after the date this Agreement, Lessor receives and is formally considering acceptance of a bona fide written offer from a third-party seeking assignment or transfer of Rent payments associated with this Agreement (“Rental Stream Offer”), Lessor shall promptly notify Lessee and, subject to any confidentiality requirements in the Rental Stream Offer, furnish Lessee with a copy of the Rental Stream Offer. To the extent permitted by law, Lessee shall be given a twenty (20) day opportunity after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. Lessor agrees to consider any such offer from Lessee in good faith. However, Lessee acknowledges and agrees that nothing herein shall obligate Lessor to consider or approve any Rental Stream Offer, including that of Lessee, and any contract shall be subject to Lessor’s determination of best value, requirements of law, and approval of Lessor’s governing body.

42. **Estoppels.** Either party may request, in writing, that the other party certify information regarding the existence and terms of this Lease to a prospective mortgagee or purchaser. Such certification shall be transmitted within ten (10) business days after receipt of written request and, subject to any specific qualifications or disclaimers stated in the certification, may be relied upon by the party who requested it, and the contents of the certificate shall be binding upon the party executing it. The certificate may include (i) the validity, force and effect of this Lease; (ii) the extent to which this Lease has been supplemented or amended; (iii) the existence of any default; (iv) the existence of any asserted offsets, counter-claims or defenses on the part of the other party to which the certifying party has actual notice; (v) the commencement and expiration dates of the term, (vi) the amount of any prepaid rent; and (vii) any other matter as may reasonably be requested.

43. **Memorandum/Short Form.** Contemporaneously with the execution of this Agreement, Lessor and Lessee shall execute a recordable Memorandum of Lease (“Memorandum”) substantially in the form attached hereto as Exhibit “D”. The Memorandum shall set forth a description of the Leased Premises, the Easement, the name and addresses of Lessor and Lessee, the duration of the Initial Term and the Renewal Term(s) of this Lease, and any other provision that either party may request, except for the rental provisions. Lessee may record this Memorandum at any time during the Term, in its absolute discretion.

44. **Miscellaneous.**

(a) The prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorney's fees and court costs, including appeals, if any.

(b) This Agreement constitutes the entire agreement and understanding of Lessor and Lessee with respect to the subject matter of this Agreement, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to said Agreement must be in writing and executed by Lessor and Lessee.

(c) Lessor agrees to cooperate with Lessee in any reasonable request to execute documents necessary to protect Lessee's rights under this Agreement or Lessee's use of the Leased Premises, and to take any further action which may reasonably be required as to effect the intent of this Agreement.

(d) This Agreement shall be construed in accordance with the laws of the state in which the Leased Premises is situated.

(e) If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

(f) Whenever under this Agreement the consent or approval of Lessor is required or a determination must be made by Lessor, no such consent or approval shall be unreasonably withheld, conditioned, or delayed, and all such determinations shall be made on a reasonable basis and in a reasonable manner.

(g) This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties, it being understood that all parties need not sign the same counterpart.

(h) Lessee acknowledges that Lessor is a governmental entity and may disclose any and all information, including the terms of this Agreement, where required under the Texas Public Information Act or other applicable law. To the extent Lessee asserts any of its information is confidential or proprietary, Lessee must clearly mark it as such. However, nothing herein or in such marking shall be deemed to prohibit Lessor from disclosing such information to its attorneys, consultants, or other contractors with a need-to-know, to regulating agencies, or as required by law, including, but not limited to, any judicial or administrative order, subpoena, or open records ruling of the Texas Attorney General under the Texas Public Information Act

(i) Authority. By execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Agreement shall be effective on the date of execution of the last signatory below (“Effective Date”).

LESSOR:

[INSERT NAME]

By: Draft Only – Not for Signature

Name: _____

Title: _____

Date: _____

LESSEE:

Diamond Towers V LLC, a
Delaware limited liability company

By: Draft Only – Not for Signature

Name: Michael G. Brett

Title: COO

Date: _____

EXHIBIT “A”

Description of Real Property

A ____ ft. x ____ ft. parcel located within the following parcel:

*Note: to be replaced by As-Built Survey

FOR REFERENCE ONLY

EXHIBIT “A-1”

Site Sketch (to be replaced by survey)

*Note: to be replaced by As-Built Survey

FOR REFERENCE ONLY

EXHIBIT “B”

Easement
Legal Description

*Note: to be replaced by As-Built Survey

FOR REFERENCE ONLY

EXHIBIT “C”

Rent Schedule

TO BE COMPLETED

FOR REFERENCE ONLY

EXHIBIT "D"

Prepared by:
Legal Department
Diamond Towers V LLC
120 Mountain Ave.
Springfield, New Jersey 07081

Site Name: _____

Memorandum of Option and Ground Lease Agreement

This Memorandum of Option and Ground Lease Agreement ("Memorandum") evidences that a lease ("Lease") was made and entered into by written Option and Ground Lease Agreement dated _____, 20__, between _____ ("Lessor") and DIAMOND TOWERS V LLC, a Delaware limited liability company ("Lessee"), the terms and conditions of which are incorporated herein by reference.

Such Lease provides, in part, that Lessor leases to Lessee a _____ ft. x _____ ft. parcel ("Site") on the parent tract described in Exhibit "A" attached hereto and located at _____, City of _____, County of _____, State of _____. The Site is described in Exhibit "B" attached hereto. The Lessor also grants easements ("Easements") for unrestricted rights of ingress and egress to and from the Site and to electric and telephone facilities, which are described in Exhibit "C" attached hereto. The term of the Lease and the Easements are for ____ () years commencing on the Commencement Date, as defined in the Lease, which term is subject to _____ () additional ____ () year extension periods by the Lessee.

This Memorandum is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Lease, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum and the provisions of the Lease, the provisions of the Lease shall control.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first above written.

LESSOR:

By: Exhibit Only - Do not Sign

LESSEE:

DIAMOND TOWERS V LLC, a Delaware limited liability company

Exhibit Only - Do not Sign

*** Final Memorandum will have appropriate state notary blocks.**

FOR REFERENCE ONLY

EXHIBIT “A” TO MEMORANDUM

Legal Description of parent parcel

Exhibit Only

EXHIBIT “B” TO MEMORANDUM

Legal Description of Site

Exhibit Only

EXHIBIT “C” TO MEMORANDUM

Access and Utilities Easements

Exhibit Only

FOR REFERENCE ONLY



Wireless Connectivity in Gonzales ISD

ConnectED Texas Program Overview

TASB is working with Diamond Communications to bring best-in-class wireless services and connectivity solutions to its Independent School Districts ("ISDs")

- Diamond has **full-service wireless infrastructure capabilities** and will work in close collaboration with each ISD to meet critical objectives:
 - Health and safety considerations
 - Educational opportunities
- Diamond to **market ISD properties** to wireless carriers
- Provide ISDs with connectivity solution opportunities
 - Reduce safety concerns by improving connectivity for school resource officers, emergency services and educators
 - Keep students and parents connected more reliably
- Provide ISDs with a **no-cost option** to improve wireless connectivity in and around school properties
- Potential to create a **long-term revenue stream** for ISDs
- ISDs **maintain approval rights**

About Diamond

Diamond is a U.S. leader in the development and management of wireless communications infrastructure

- Founded in 2006 by tower industry executives
- National presence with offices in 20 states
- Significant presence and experience in Texas
- Key executives have 15 - 25 years of wireless industry experience
- Over 4,000 tenanted sites (owned and managed)
- Market and/or manage approximately 500,000 sites
- Proven track record of successful management programs
- Highly-experienced team with operational, engineering, legal and financial expertise
- Experience deploying emergency communications networks on our sites
- Unique capabilities for indoor and outdoor connectivity solutions



Diamond is management-controlled with additional financing provided by both individual and institutional sources, including Sculptor Capital Management, Manulife Investment Management and the Ontario Teachers' Pension Plan Board

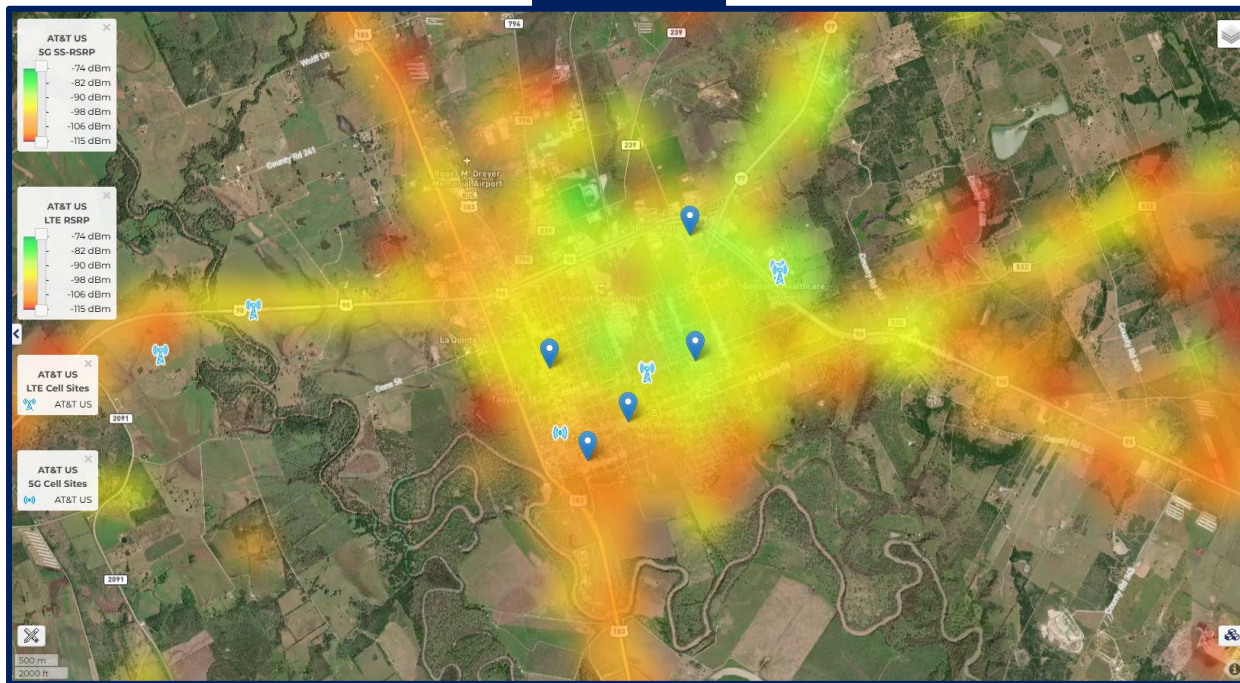
ISD Coverage Outlook (900m RSRP Average)

	AT&T	Verizon	T-Mobile
Gonzales Primary Academy	-104 dBm	-96 dBm	-113 dBm
Gonzales Elementary School	-93 dBm	-90 dBm	-107 dBm
Gonzales North Avenue	-99 dBm	-93 dBm	-114 dBm
Gonzales Junior High School	-101 dBm	-94 dBm	-112 dBm
Gonzales High School	-91 dBm	-92 dBm	-98 dBm

*Less than -105 dBm is considered unreliable coverage
E.g., -108 dBm is considered unreliable; -85 dBm is considered reliable*

Overall Coverage - AT&T

AT&T

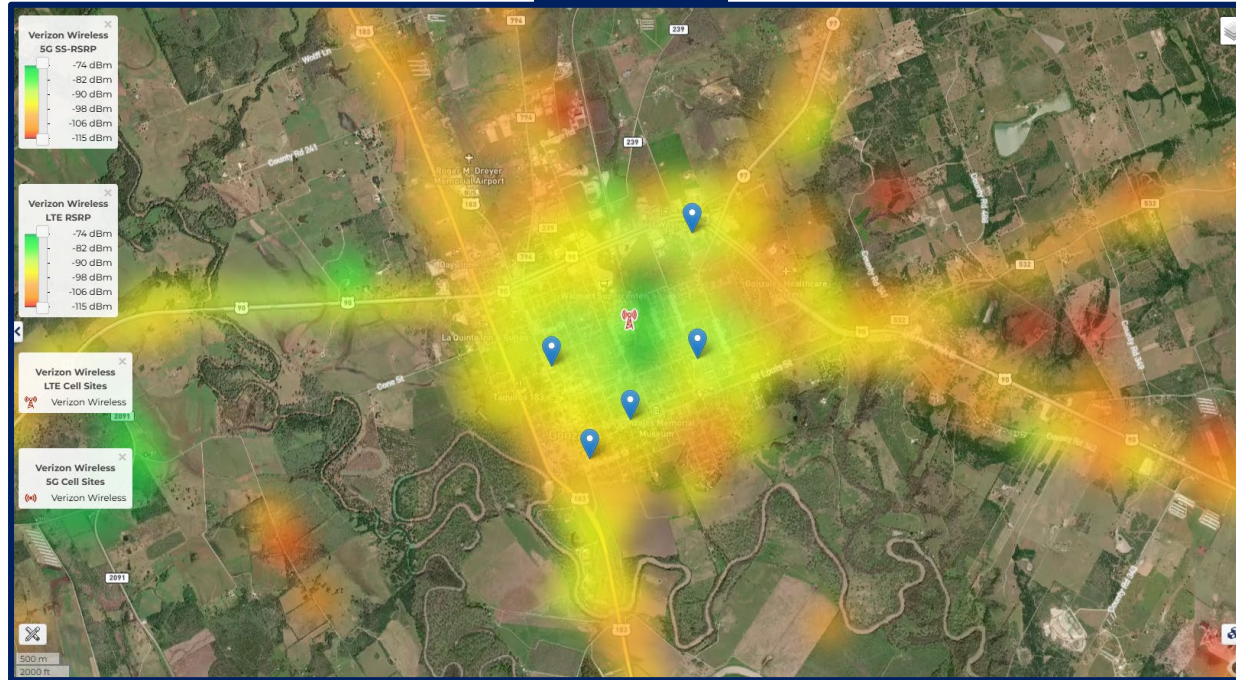


- Green and yellow areas signify reliable coverage
- Red and orange areas signify unreliable coverage

Based on crowd-sourced data provided by Ookla from July 2024 – June 2025.

Overall Coverage – Verizon

Verizon

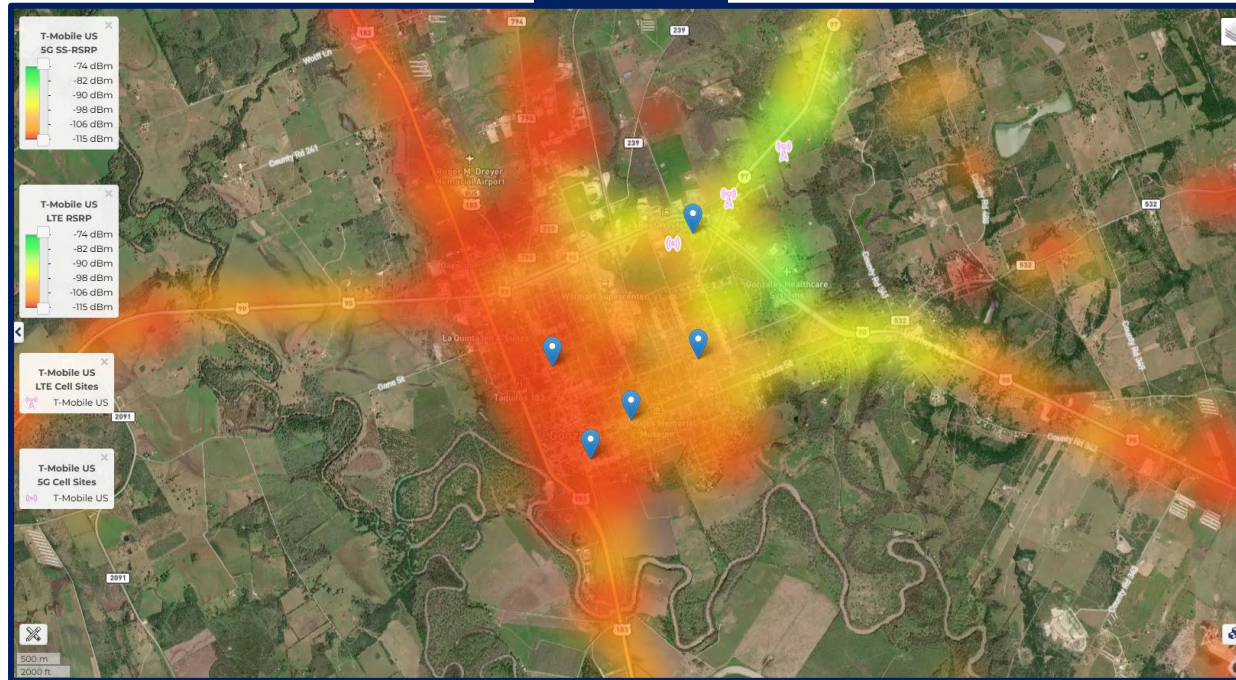


- Green and yellow areas signify reliable coverage
- Red and orange areas signify unreliable coverage

Based on crowd-sourced data provided by Ookla from July 2024 – June 2025.

Overall Coverage – T-Mobile

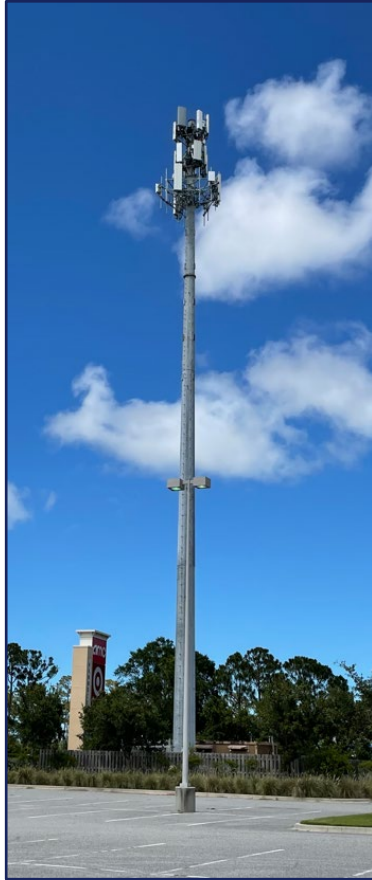
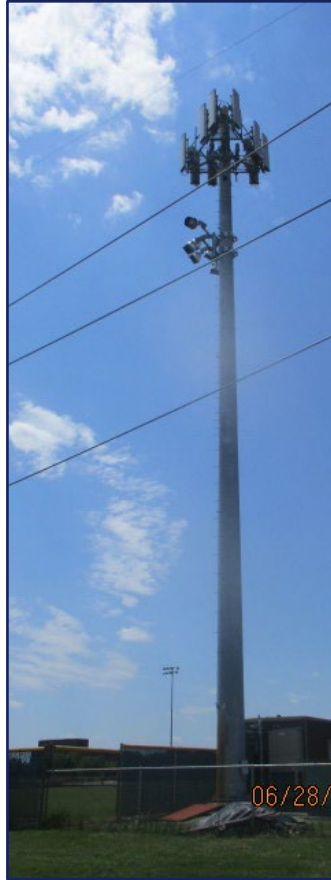
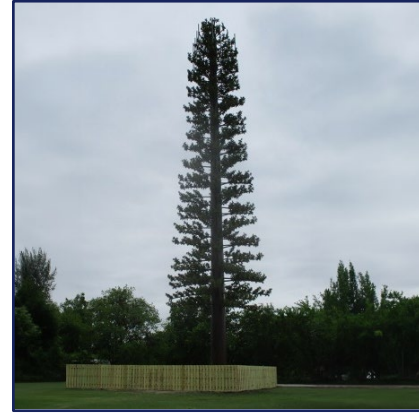
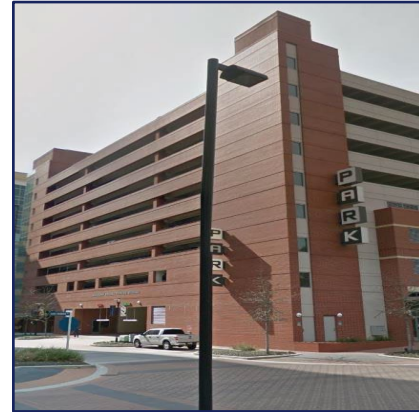
T-Mobile



- Green and yellow areas signify reliable coverage
- Red and orange areas signify unreliable coverage

Based on crowd-sourced data provided by Ookla from July 2024 – June 2025.

Tower Examples



Illustrative Economics

- **Existing Structures** (rooftops, water tanks, etc.)
 - **ISD receives 75%** of the revenue received from **any tenant** installed
- **New Tower Builds - Monopole Structure**
 - Diamond will incur all costs associated with tower construction and maintenance
 - **ISD receives 30%** of the revenue received from the **first and second** cellular carriers installed
 - **ISD receives 40%** of the revenue received from the **third and any subsequent** cellular carriers installed

Revenue-Share Example - New Tower Build

# of tenants	Year 1	Year 2	Year 3	Year 4	Year 5	Cumulative Year 10
1	\$9,000	\$9,225	\$9,456	\$9,692	\$9,934	\$100,830
2		\$9,000	\$9,225	\$9,456	\$9,692	\$89,591
3			\$12,000	\$12,300	\$12,608	\$104,833
Total	\$9,000	\$18,225	\$30,681	\$31,448	\$32,234	\$295,254

- Monthly Rent: \$2,500
- Annual Escalation: 2.5%

Importance of Carrier Participation

- Carrier interest is based on their individual coverage and capacity needs
- Carriers are responsible for funding their equipment to be deployed at each site
- Carrier budgets are limited, and network priorities established
- Diamond will showcase available ISD properties/locations and coverage deficiencies to the carriers through our marketing efforts



Indoor Connectivity

- Many schools have been constructed with materials that negatively impact cellular coverage
 - 'Old' materials (e.g., cinder blocks) or 'new' materials (e.g., energy efficient glass) are difficult to penetrate
- Diamond has a team that solely focuses on providing indoor wireless connectivity. We design comprehensive indoor solutions, including distributed antenna systems ("DAS")
- Diamond can analyze the indoor connectivity at your schools, and discuss various options to improve in-building cell service



Next Steps

1. ISD: Review and Sign the Site Marketing Agreement ("SMA")
 - Review only - ASLA (lease for a carrier colocation on an existing structure)
 - Review only - Option and Ground Lease (lease for a new tower build)
2. Diamond: Develop Marketing Materials
3. Diamond: Market ISD Properties to the Wireless Carriers
4. ISD: Approve/Reject Opportunities for Antenna(s) Sites on School Property



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D'Anna Robinson

Josie Smith-Wright

Gloria Torres

GISD School Board Agenda Information Sheet
November 10, 2025

REPORT ITEM

SUBJECT: Academic Report

ADMINISTRATOR RESPONSIBLE: Joy Philpott, Chief Academic Officer; Dr. Dana Arreola, Superintendent of Schools

RATIONAL SUMMARY: Administration will present an update on performance of students classified as Emergent Bilingual as required by Chapter 89 of the Texas Education Code.

SUPERINTENDENT'S RECOMMENDATION: n/a

SAMPLE MOTION: n/a



LEARNING TODAY,
LEADING TOMORROW



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GISD School Board Agenda Information Sheet
November 10, 2025

REPORT ITEM

SUBJECT: Operations Report

ADMINISTRATOR RESPONSIBLE: Dr. Valerie Ibeji, Deputy Superintendent

RATIONAL SUMMARY: Administration will present a monthly update on the district's operations.

Strategic Goal Area 3- Recruiting, Inducting, and Retaining High-Quality Staff

Strategic Goal Area 4- Strategic Resource Management

SUPERINTENDENT'S RECOMMENDATION: n/a

SAMPLE MOTION: n/a





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GISD School Board Agenda Information Sheet
November 10, 2025

REPORT ITEM

SUBJECT: Financial Report

ADMINISTRATOR RESPONSIBLE: Amanda Smith, Chief Financial Officer;
Dr. Dana Arreola, Superintendent of Schools

RATIONAL SUMMARY: Administration will present the monthly update on the district's finances.

SUPERINTENDENT'S RECOMMENDATION: n/a

SAMPLE MOTION: n/a





Financial Report

November 2025 Regular Meeting Board of Trustees

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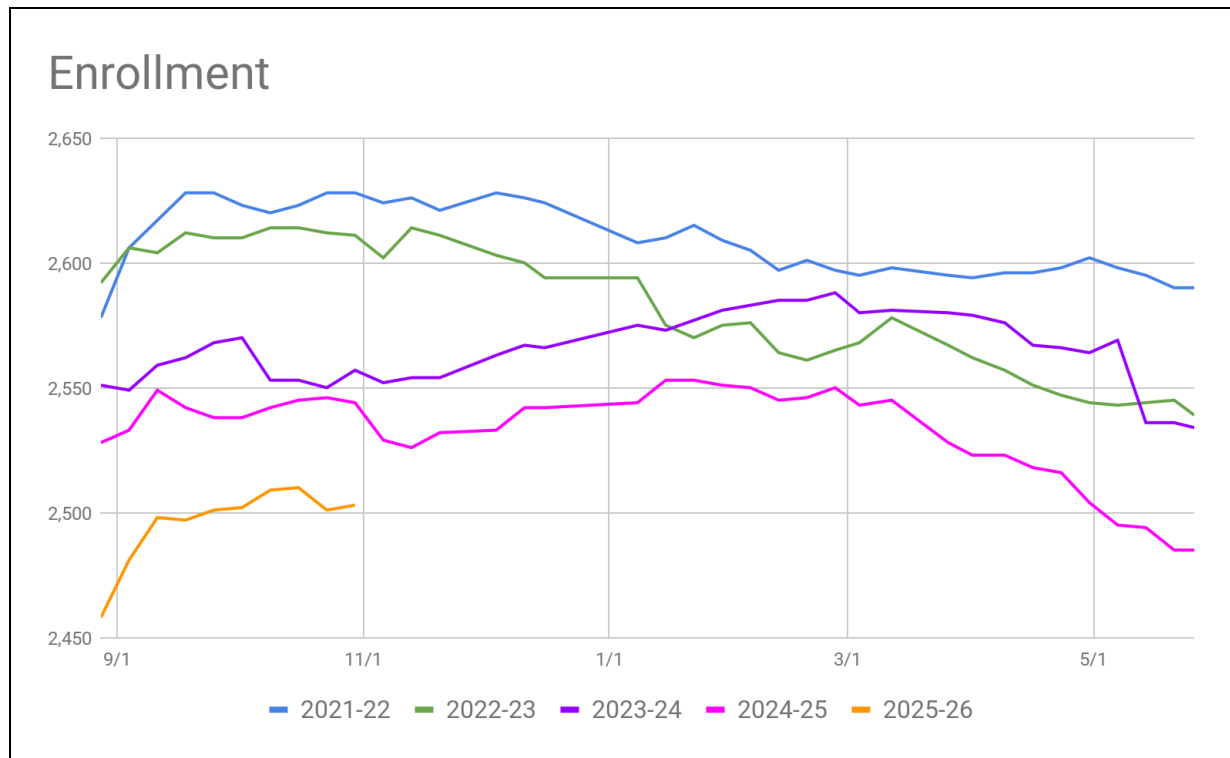
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Construction Fund Revenues and Expenditures	8
Monthly Expenditure Level Comparison	9
Monthly Statement of Ad Valorem Collections, Sept 2025	10

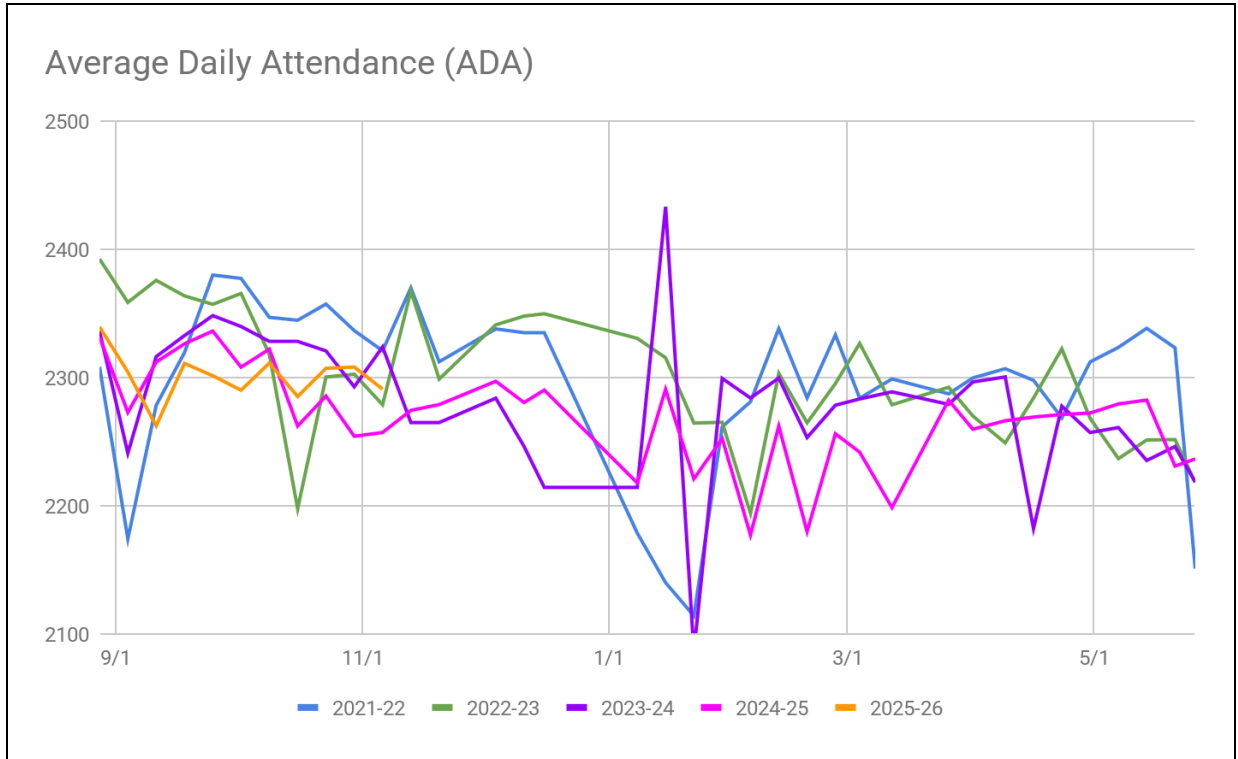
Chief Financial Officer's Summary
Regular Board Meeting - November 10, 2025

2023-24 Comptroller Property Value Study Audit Results

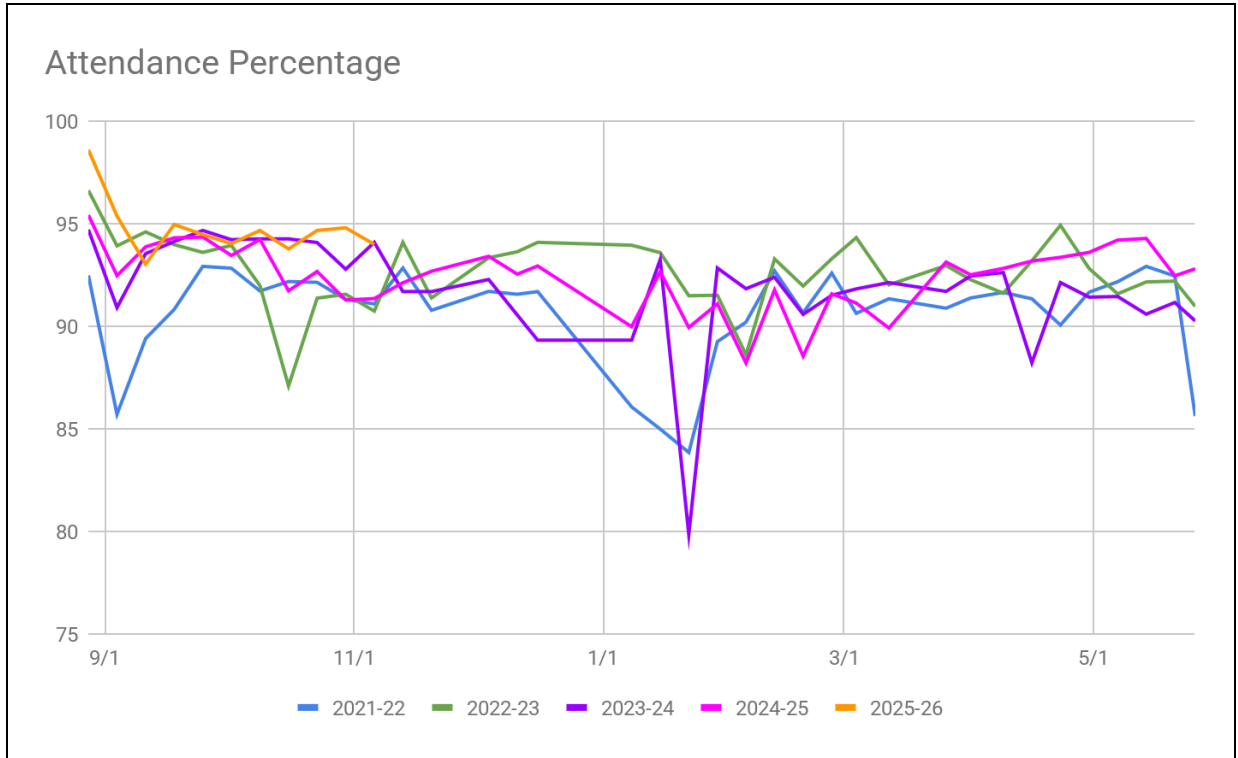
Perdue Brandon submitted an audit request to the Comptroller's office on the district's behalf. The audit was on the district's 2023-24 property value study results. The results of that audit yielded \$62,175 in additional state funding for the district!

ADA & Enrollment





ADA used during budget development: 2,276
Average ADA through 10/24/25: 2,298 (up 22 from budget)



Average annual attendance percentage (through 10/24/25): 94.57%

Energy Savings Update

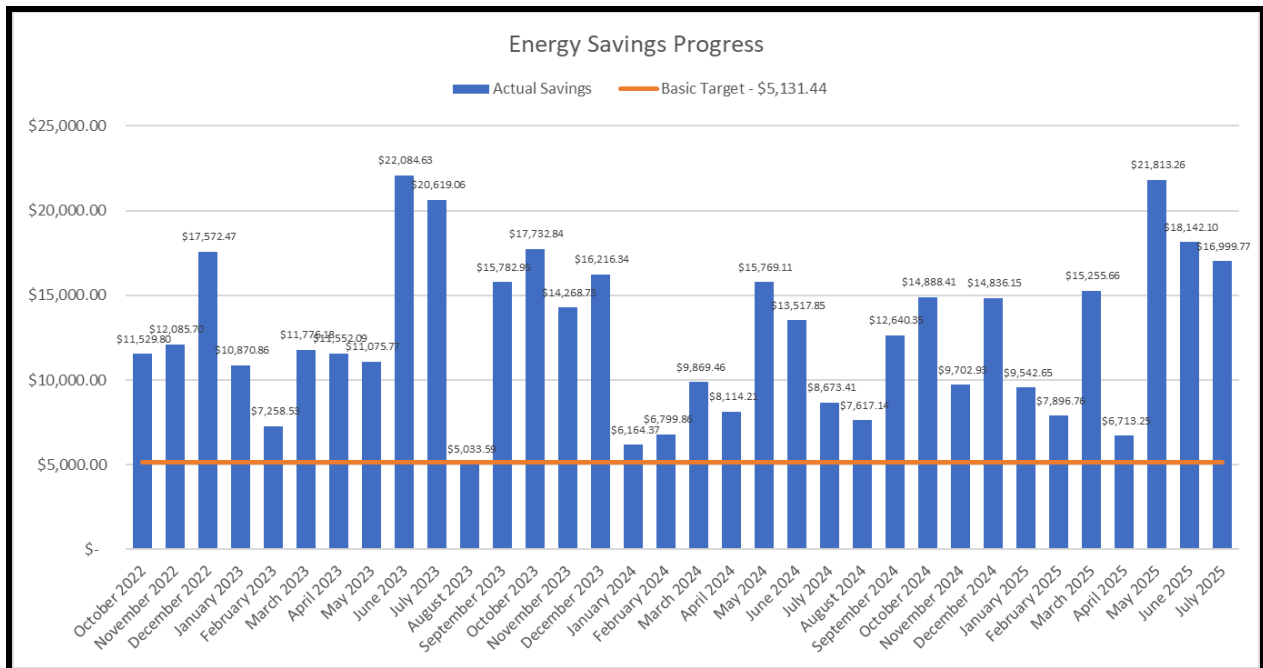
All Buildings	Total
Aug	\$5,033.59
Sep	\$15,782.95
Oct	\$17,732.83
Nov	\$10,914.67
Dec	\$12,047.79
Jan	\$4,740.10
Feb	\$6,799.86
Mar	\$9,869.46
Apr	\$8,114.21
May	\$15,769.11
Jun	\$13,517.85
Jul	\$8,673.41
Aug	\$7,617.14
Sep	\$12,640.35
Oct	\$14,888.41
Nov	\$9,702.93
Dec	\$14,836.15
Jan	\$9,542.65
Feb	\$7,896.76
Mar	\$15,255.66
Apr	\$6,713.25
May	\$21,813.26
Jun	\$18,142.10
Jul	\$16,999.77
Total	\$421,579.41

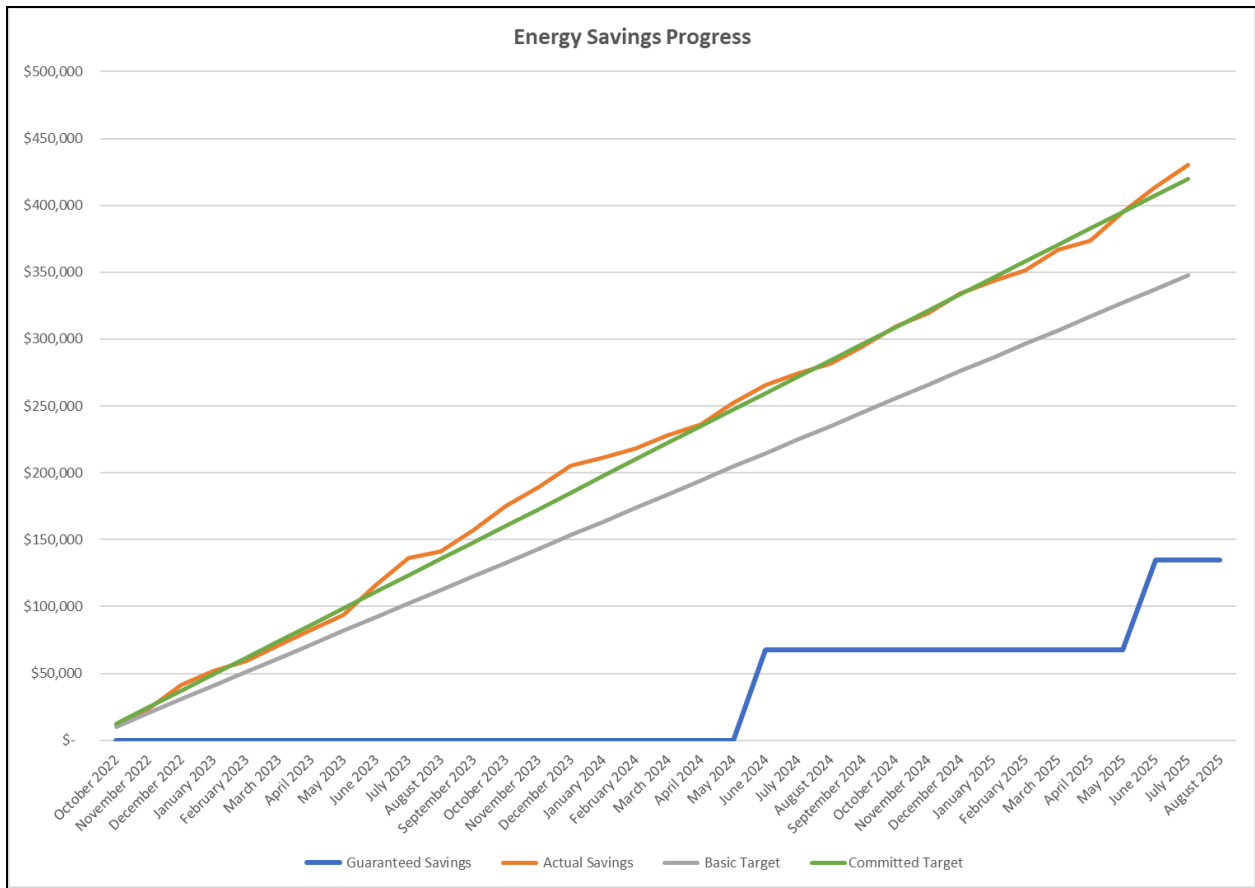
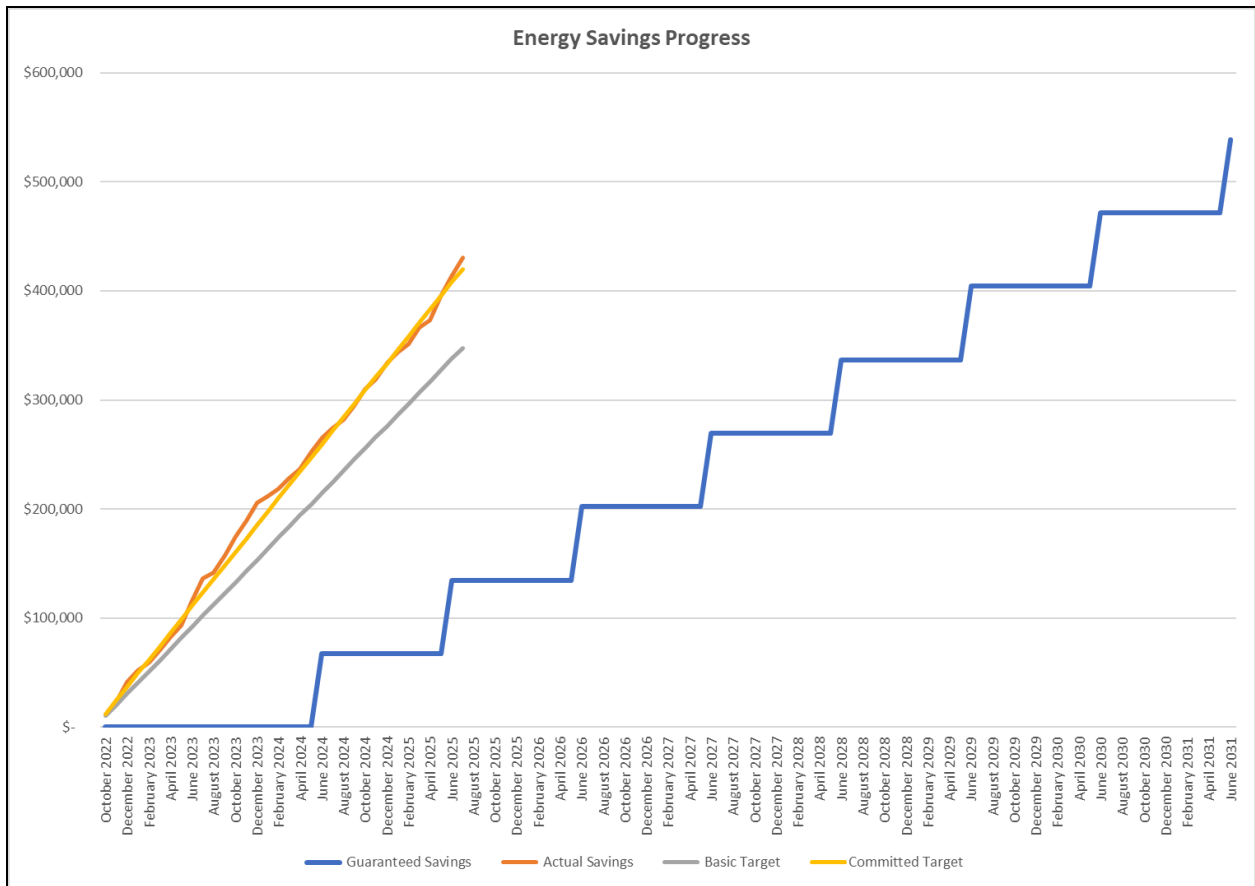
Cumulative Savings Guarantee	
21 Months	\$ 67,350.13
33 Months	\$ 134,700.25
45 Months	\$ 202,050.38
57 Months	\$ 269,400.50
69 Months	\$ 336,750.63
81 Months	\$ 404,100.75
93 Months	\$ 471,450.88
105 Months	\$ 538,801.00

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 September 30, 2025

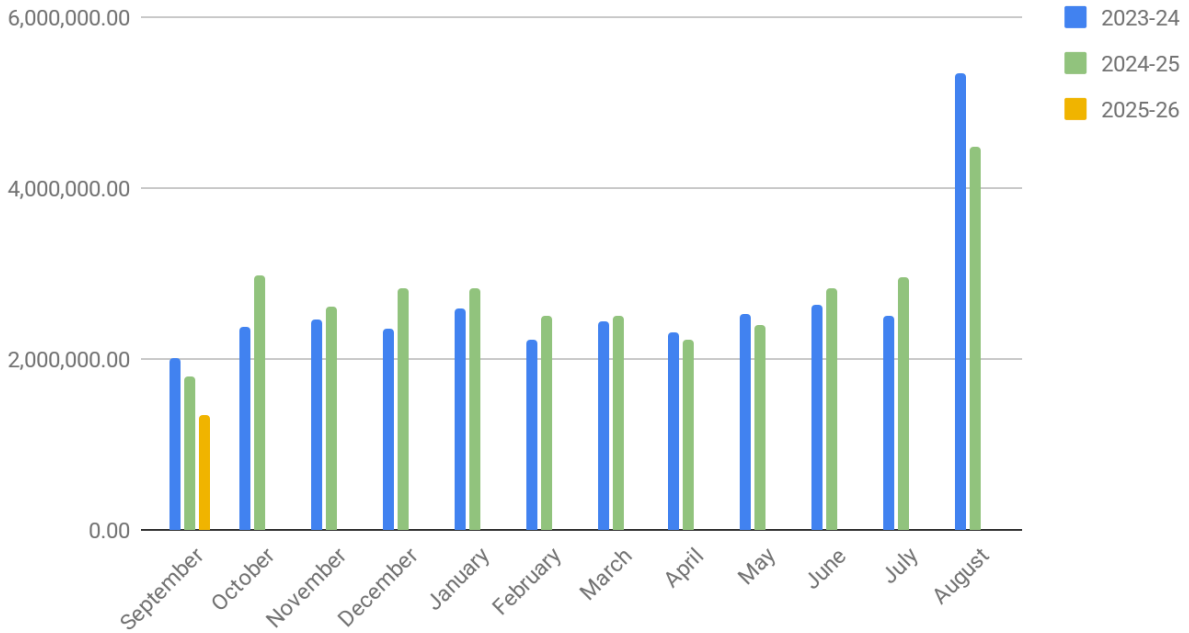
CONSTRUCTION FUND			
	Current Budget	Actual To-Date	% of Budget Recd/Exp
REVENUES			
5700 Other Local Sources (Interest)	0.00	2,666,286.25	
TOTAL REVENUES	0.00	2,666,286.25	
EXPENDITURES			
0051 Plant Maintenance and Operations	504,010	47,169.08	9.36%
0081 Facilities Acquisition & Instruction	50,095,990	17,260,392.71	34.45%
TOTAL EXPENDITURES	50,600,000.00	17,307,561.79	34.20%
7911 Capital-Related Debt Issue	48,170,000.00	48,170,000.00	
7913 Capital Lease Proceeds			
7915 Operational Transfer In			
7916 Prem. or Disc. on Issuance of Bonds	2,430,000.00	2,430,000.00	100.00%
NET ACTIVITY	0.00	35,958,724.46	

**Blended accounting method: Cash & accrual basis.*

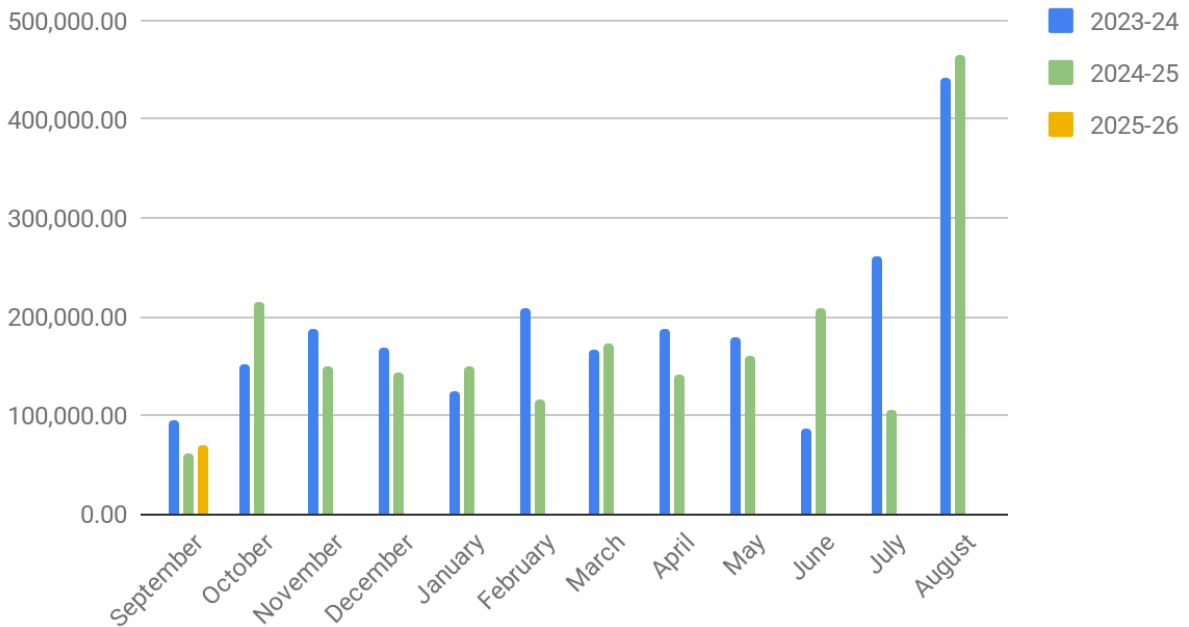
**These numbers are subject to change until the final AFR is prepared and accepted/approved.*

As of 6/11/2025, the cumulative rebate liability (arbitrage) is \$536,949.88. This number may increase or decrease, based on investment earnings, until bond proceeds are depleted.

Monthly Expenditure Level Comparison: General Fund



Monthly Expenditure Level Comparison: Food Service Fund



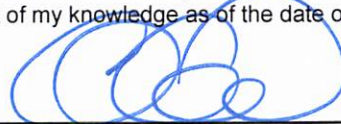
2024 Gonzales County Tax Office
Collection M&O Report Summary for 31 - GONZALES I.S.D.
From 09/01/2025 To 09/25/2025

M&O/I&S Breakdown			
Jur - 31	Current	Delinquent	Total
Base Tax:	\$55,508.13	\$10,709.09	\$66,217.22
Discount:	\$0.00	\$0.00	\$0.00
Penalty:	\$10,477.56	\$5,054.24	\$15,531.80
Overshort:	\$0.00	\$0.00	\$0.00
Total Taxes:	\$65,985.69	\$15,763.33	\$81,749.02
M&O Base Tax:	\$46,993.59	\$9,705.57	\$56,699.16
M&O Discount:	\$0.00	\$0.00	\$0.00
M&O Penalty:	\$8,871.01	\$4,615.16	\$13,486.17
M&O Overshort:	\$0.00	\$0.00	\$0.00
M&O Total Taxes:	\$55,864.60	\$14,320.73	\$70,185.33
I&S Base Tax:	\$8,514.54	\$1,003.52	\$9,518.06
I&S Discount:	\$0.00	\$0.00	\$0.00
I&S Penalty:	\$1,606.55	\$439.08	\$2,045.63
I&S Overshort:	\$0.00	\$0.00	\$0.00
I&S Total Taxes:	\$10,121.09	\$1,442.60	\$11,563.69

Payout Breakdown					
Total		Refunds		NSF	
		M&OTax:	\$0.00	M&OTax:	\$0.00
Jurisdiction Total:	\$81,749.02	M&O Penalty/Int:	\$0.00	M&O Penalty/Int:	\$0.00
Less Collection Fee:	\$817.56	M&O Overshort:	\$0.00	M&O Overshort:	\$0.00
Less M&O Over/Short:	\$0.00	I&S Tax:	\$0.00	I&S Tax:	\$0.00
Less I&S Over/Short:	\$0.00	I&S Penalty/Int:	\$0.00	I&S Penalty/Int:	\$0.00
Due to Jurisdiction:	\$80,931.46	I&S Overshort:	\$0.00	I&S Overshort:	\$0.00
Due to Attorney:	\$15,810.18	Tax & P/I & OS	\$0.00	Tax & P/I & OS	\$0.00
Due to Abstract:	\$0.00	Attorney:	\$0.00	Attorney:	\$0.00
Due to Court Cost:	\$0.00	Abstract:	\$0.00	Abstract:	\$0.00
Due to NSF:	\$0.00	Court Cost:	\$0.00	Court Cost:	\$0.00
Due to PPP:	\$0.00	Other:	\$0.00	Other:	\$0.00
		PPP:	\$0.00	PPP:	\$0.00

Fees Breakdown	
Attorney Fees:	\$15,810.18
Court Cost:	\$0.00
Abstract Fees:	\$0.00
NSF Fees:	\$0.00
Over/Short:	\$0.00
Personal Penalty:	\$0.00
Total:	\$15,810.18

I, Crystal Cedillo, PCC, CTOP, PCAC, CSTA, Tax Assessor-Collector for Gonzales County Tax Office, and also by contract or statute, do hereby affirm and certify the above amounts to be true and correct to the best of my knowledge as of the date of this report.


Crystal Cedillo, PCC, CTOP, PCAC, CSTA

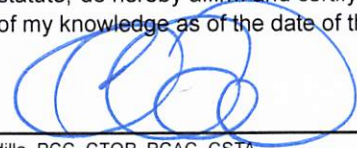
2024 Gonzales County Tax Office
Collection M&O Report Summary for 31P - GONZALES I.S.D. PPP
From 09/01/2025 To 09/25/2025

M&O/I&S Breakdown			
Jur - 31P	Current	Delinquent	Total
Base Tax:	\$22.59	\$0.00	\$22.59
Discount:	\$0.00	\$0.00	\$0.00
Penalty:	\$4.52	\$0.00	\$4.52
Overshort:	\$0.00	\$0.00	\$0.00
Total Taxes:	\$27.11	\$0.00	\$27.11
M&O Base Tax:	\$22.59	\$0.00	\$22.59
M&O Discount:	\$0.00	\$0.00	\$0.00
M&O Penalty:	\$4.52	\$0.00	\$4.52
M&O Overshort:	\$0.00	\$0.00	\$0.00
M&O Total Taxes:	\$27.11	\$0.00	\$27.11
I&S Base Tax:	\$0.00	\$0.00	\$0.00
I&S Discount:	\$0.00	\$0.00	\$0.00
I&S Penalty:	\$0.00	\$0.00	\$0.00
I&S Overshort:	\$0.00	\$0.00	\$0.00
I&S Total Taxes:	\$0.00	\$0.00	\$0.00

Payout Breakdown					
Total		Refunds		NSF	
		M&OTax:	\$0.00	M&OTax:	\$0.00
Jurisdiction Total:	\$27.11	M&O Penalty/Int:	\$0.00	M&O Penalty/Int:	\$0.00
Less Collection Fee:	\$0.27	M&O Overshort:	\$0.00	M&O Overshort:	\$0.00
Less M&O Over/Short:	\$0.00	I&S Tax:	\$0.00	I&S Tax:	\$0.00
Less I&S Over/Short:	\$0.00	I&S Penalty/Int:	\$0.00	I&S Penalty/Int:	\$0.00
Due to Jurisdiction:	\$26.84	I&S Overshort:	\$0.00	I&S Overshort:	\$0.00
Due to Attorney:	\$5.42	Tax & P/I & OS	\$0.00	Tax & P/I & OS	\$0.00
Due to Abstract:	\$0.00	Attorney:	\$0.00	Attorney:	\$0.00
Due to Court Cost:	\$0.00	Abstract:	\$0.00	Abstract:	\$0.00
Due to NSF:	\$0.00	Court Cost:	\$0.00	Court Cost:	\$0.00
Due to PPP:	\$0.00	Other:	\$0.00	Other:	\$0.00
		PPP:	\$0.00	PPP:	\$0.00

Fees Breakdown	
Attorney Fees:	\$5.42
Court Cost:	\$0.00
Abstract Fees:	\$0.00
NSF Fees:	\$0.00
Over/Short:	\$0.00
Personal Penalty:	\$0.00
Total:	\$5.42

I, Crystal Cedillo, PCC, CTOP, PCAC, CSTA, Tax Assessor-Collector for Gonzales County Tax Office, and also by contract or statute, do hereby affirm and certify the above amounts to be true and correct to the best of my knowledge as of the date of this report.


Crystal Cedillo, PCC, CTOP, PCAC, CSTA

Jurisdiction Totals

Month/Year Totals September/2025
 Start Month/Year October/2024
 For..... 31 - GONZALES ISD

CURRENT - MONTH TO DATE

Beginning Tax Balance	\$470,973.97	
Plus Supplements.....	0.00	
Less Adjustments.....	-93.98	-93.98
Less Exempts.....	0.00	
<hr/>		
Adjusted Tax Balance.....	\$470,879.99	
Less Discounts.....	0.00	
Plus Discounts on Refunds/Returns.....	0.00	0.00
Less Taxes Collected.....	49,568.67	
Plus Taxes Refunds/Returns.....	-2,575.08	46,993.59
Total P and I Refunded/Returned.....	0.00	
Total P and I Collected.....	8,871.01	8,871.01
Total Attorney Fee Refund/Returned.....	0.00	
Total Attorney Fee Collected.....	10,655.70	10,655.70
Total Other Payment Fee Collected.....	0.00	
Uncollected Tax Balance.....	\$423,886.40	

CURRENT - YEAR TO DATE

Beginning Tax Balance	\$22,626,070.20	
Plus Supplements.....	59,397.18	
Less Adjustments.....	-42,933.46	16,463.72
Less Exempts.....	0.00	
<hr/>		
Adjusted Tax Balance.....	\$22,642,533.92	
Less Discounts.....	0.00	
Plus Discounts on Refunds/Returns.....	0.00	0.00
Less Taxes Collected.....	22,254,472.86	
Plus Taxes Refunds/Returns.....	-35,825.34	22,218,647.52
Total P and I Refunded/Returned.....	-438.52	
Total P and I Collected.....	84,677.57	84,239.05
Total Attorney Fee Refund/Returned.....	72.11	98.13 % Collected
Total Attorney Fee Collected.....	36,350.91	36,423.02
Total Other Payment Fee Collected.....	0.41	1.87 % Due
Uncollected Tax Balance.....	\$423,886.40	

DELINQUENT - MONTH TO DATE

Beginning Tax Balance	\$1,972,503.59	
Plus Supplements.....	0.00	
Less Adjustments.....	-594.69	-594.69
Less Exempts.....	0.00	
<hr/>		
Adjusted Tax Balance.....	\$1,971,908.90	
Less Discounts.....	0.00	
Plus Discounts on Refunds/Returns.....	0.00	0.00
Less Taxes Collected.....	10,066.05	
Plus Taxes Refunds/Returns.....	-360.48	9,705.57
Total P and I Refunded/Returned.....	0.00	
Total P and I Collected.....	4,615.16	4,615.16
Total Attorney Fee Refund/Returned.....	0.00	
Total Attorney Fee Collected.....	2,932.46	2,932.46
Total Other Payment Fee Collected.....	0.00	
Uncollected Tax Balance.....	\$1,962,203.33	

DELINQUENT - YEAR TO DATE

Beginning Tax Balance	\$2,228,843.95	
Plus Supplements.....	2,113.52	
Less Adjustments.....	-72,169.53	-70,056.01
Less Exempts.....	0.00	
<hr/>		
Adjusted Tax Balance.....	\$2,158,787.94	
Less Discounts.....	0.00	
Plus Discounts on Refunds/Returns.....	0.00	0.00
Less Taxes Collected.....	199,689.49	
Plus Taxes Refunds/Returns.....	-3,104.88	196,584.61
Total P and I Refunded/Returned.....	-102.79	
Total P and I Collected.....	94,170.07	94,067.28
Total Attorney Fee Refund/Returned.....	50.29	11.96 % Collected
Total Attorney Fee Collected.....	67,723.66	67,773.95
Total Other Payment Fee Collected.....	0.02	88.04 % Due
Uncollected Tax Balance.....	\$1,962,203.33	

Month/Year Totals September/2025
Start Month/Year October/2024
For..... 31P - GONZALES I.S.D. PPP

Beginning Tax Balance	\$669.11	
Plus Supplements.....	0.00	
Less Adjustments.....	0.00	0.00
Less Exempts.....	<u>0.00</u>	
Adjusted Tax Balance.....	\$669.11	
Less Discounts.....	0.00	
Plus Discounts on Refunds/Returns.....	0.00	0.00
Less Taxes Collected.....	22.59	
Plus Taxes Refunds/Returns.....	0.00	22.59
Total P and I Refunded/Returned.....	0.00	
Total P and I Collected.....	4.52	4.52
Total Attorney Fee Refund/Returned.....	0.00	
Total Attorney Fee Collected.....	5.42	5.42
Total Other Payment Fee Collected.....	0.00	
Uncollected Tax Balance.....	\$646.52	

CURRENT YEAR TO DATE			
Beginning Tax Balance	\$7,724.89		
Plus Supplements.....	0.00		
Less Adjustments.....	0.00	0.00	
Less Exempts.....	0.00		
	<u> </u>		
Adjusted Tax Balance.....	\$7,724.89		
Less Discounts.....	0.00		
Plus Discounts on Refunds/Returns.....	0.00	0.00	
Less Taxes Collected.....	7,078.37		
Plus Taxes Refunds/Returns.....	0.00	7,078.37	
Total P and I Refunded/Returned.....	0.00		
Total P and I Collected.....	24.17	24.17	
Total Attorney Fee Refund/Returned.....	0.00		91.63 % Collected
Total Attorney Fee Collected.....	46.30	46.30	
Total Other Payment Fee Collected.....	0.00		8.37 % Due
Uncollected Tax Balance.....	\$646.52		

Beginning Tax Balance	\$2,762.03	
Plus Supplements.....	0.00	
Less Adjustments.....	0.00	0.00
Less Exempts.....	0.00	
	<hr/>	
Adjusted Tax Balance.....	\$2,762.03	
Less Discounts.....	0.00	
Plus Discounts on Refunds/Returns.....	0.00	0.00
Less Taxes Collected.....	0.00	
Plus Taxes Refunds/Returns.....	0.00	0.00
Total P and I Refunded/Returned.....	0.00	
Total P and I Collected.....	0.00	0.00
Total Attorney Fee Refund/Returned.....	0.00	
Total Attorney Fee Collected.....	0.00	0.00
Total Other Payment Fee Collected.....	0.00	
Uncollected Tax Balance.....	\$2,762.03	

Beginning Tax Balance	\$3,165.41			
Plus Supplements.....	0.00			
Less Adjustments.....	-189.31	-189.31		
Less Exempts.....	0.00			
Adjusted Tax Balance.....	\$2,976.10			
Less Discounts.....	0.00			
Plus Discounts on Refunds/Returns.....	0.00	0.00		
Less Taxes Collected.....	214.07			
Plus Taxes Refunds/Returns.....	0.00	214.07		
Total P and I Refunded/Returned.....	0.00			
Total P and I Collected.....	95.35	95.35	12.74	% Collected
Total Attorney Fee Refund/Returned.....	0.00			
Total Attorney Fee Collected.....	8.92	8.92	87.26	% Due
Total Other Payment Fee Collected.....	0.00			
Uncollected Tax Balance.....	\$2,762.03			

Jurisdiction Totals

Month/Year Totals September/2025
 Start Month/Year October/2024
 For..... 31IS - GONZALES ISD I&S

CURRENT - MONTH TO DATE

Beginning Tax Balance	\$85,082.31	
Plus Supplements.....	0.00	
Less Adjustments.....	-17.05	-17.05
Less Exempts.....	0.00	
<hr/>		
Adjusted Tax Balance.....	\$85,065.26	
Less Discounts.....	0.00	
Plus Discounts on Refunds/Returns.....	0.00	0.00
Less Taxes Collected.....	8,981.78	
Plus Taxes Refunds/Returns.....	-467.24	8,514.54
Total P and I Refunded/Returned.....	0.00	
Total P and I Collected.....	1,606.55	1,606.55
Total Attorney Fee Refund/Returned.....	0.00	
Total Attorney Fee Collected.....	1,926.92	1,926.92
Total Other Payment Fee Collected.....	0.00	
Uncollected Tax Balance.....	\$76,550.72	

CURRENT - YEAR TO DATE

Beginning Tax Balance	\$4,105,162.14	
Plus Supplements.....	10,747.52	
Less Adjustments.....	-7,953.15	2,794.37
Less Exempts.....	0.00	
<hr/>		
Adjusted Tax Balance.....	\$4,107,956.51	
Less Discounts.....	0.00	
Plus Discounts on Refunds/Returns.....	0.00	0.00
Less Taxes Collected.....	4,038,109.14	
Plus Taxes Refunds/Returns.....	-6,703.35	4,031,405.79
Total P and I Refunded/Returned.....	-81.42	
Total P and I Collected.....	15,389.31	15,307.89
Total Attorney Fee Refund/Returned.....	10.47	98.14 % Collected
Total Attorney Fee Collected.....	6,615.66	6,626.13
Total Other Payment Fee Collected.....	0.01	1.86 % Due
Uncollected Tax Balance.....	\$76,550.72	

DELINQUENT - MONTH TO DATE

Beginning Tax Balance	\$179,363.41	
Plus Supplements.....	0.00	
Less Adjustments.....	-74.30	-74.30
Less Exempts.....	0.00	
<hr/>		
Adjusted Tax Balance.....	\$179,289.11	
Less Discounts.....	0.00	
Plus Discounts on Refunds/Returns.....	0.00	0.00
Less Taxes Collected.....	1,038.90	
Plus Taxes Refunds/Returns.....	-35.38	1,003.52
Total P and I Refunded/Returned.....	0.00	
Total P and I Collected.....	439.08	439.08
Total Attorney Fee Refund/Returned.....	0.00	
Total Attorney Fee Collected.....	295.10	295.10
Total Other Payment Fee Collected.....	0.00	
Uncollected Tax Balance.....	\$178,285.59	

DELINQUENT - YEAR TO DATE

Beginning Tax Balance	\$204,101.14	
Plus Supplements.....	202.54	
Less Adjustments.....	-6,540.60	-6,338.06
Less Exempts.....	0.00	
<hr/>		
Adjusted Tax Balance.....	\$197,763.08	
Less Discounts.....	0.00	
Plus Discounts on Refunds/Returns.....	0.00	0.00
Less Taxes Collected.....	19,840.62	
Plus Taxes Refunds/Returns.....	-363.13	19,477.49
Total P and I Refunded/Returned.....	-11.50	
Total P and I Collected.....	8,717.76	8,706.26
Total Attorney Fee Refund/Returned.....	6.28	12.65 % Collected
Total Attorney Fee Collected.....	6,575.44	6,581.72
Total Other Payment Fee Collected.....	0.00	87.35 % Due
Uncollected Tax Balance.....	\$178,285.59	



GISD School Board Agenda Information Sheet
November 10, 2025

Board of Trustees

Justin Schwausch
President

Ross Hendershot III
Vice President

Ashley Molina
Secretary

D'Anna Robinson

Josie Smith-Wright

Gloria Torres

Naomi Brown

REPORT ITEM

SUBJECT: 2023 Bond Program Monthly Update

ADMINISTRATOR RESPONSIBLE: Dr. Dana Arreola, Superintendent

RATIONAL SUMMARY: Education Service Center Region 13/ Sledge Engineering will provide the Board a monthly update for the 2023 approved Bond Program.

Final List for GMP #4

SUPERINTENDENT'S RECOMMENDATION: n/a

SAMPLE MOTION: n/a



GROWING GREATNESS

 ur Students.  ur Future.

*Gonzales ISD
2023 Bond*



*Monthly Board
Update
11/10/25*

#COME AND BUILD IT

Acronyms (for reference)



AIA	American Institute of Architects	CD	Construction Documents
CMR	Construction Manager at Risk	DD	Design Development
GMP	Guaranteed Maximum Price	ERRC	Emergency Responder Radio Coverage
ES	Elementary School	ESA	Environmental Site Assessment
FEMA	Federal Emergency Management Agency	Geo	Geotechnical Investigation
HS	High School	PCO	Proposed Change Order (within GMP)
IC	Impervious Cover	P&Z	Planning & Zoning
LOMR	Letter of Map Revision	RFP	Request for Proposal
ETJ	Extra Territorial Jurisdiction	CBO	Certified Building Official
MS	Middle School	CMU	Concrete Masonry Unit
CTE	Career and Technical Education	SD	Schematic Design
PM	Program Management	OAC	Owner/Architect/Contractor
SW	Stormwater	Surv	Survey (Boundary and Topographic)
TCEQ	Texas Commission on Environmental Quality	R13	Region 13 Education Service Center
WPAP	Water Pollution Abatement Plan	TIA	Traffic Impact Analysis

Transparency



- Public Meetings to be held monthly prior to Board Meetings
- Public Dropbox Link
- Public Access to Program Management team for questions & discussion – contact on website

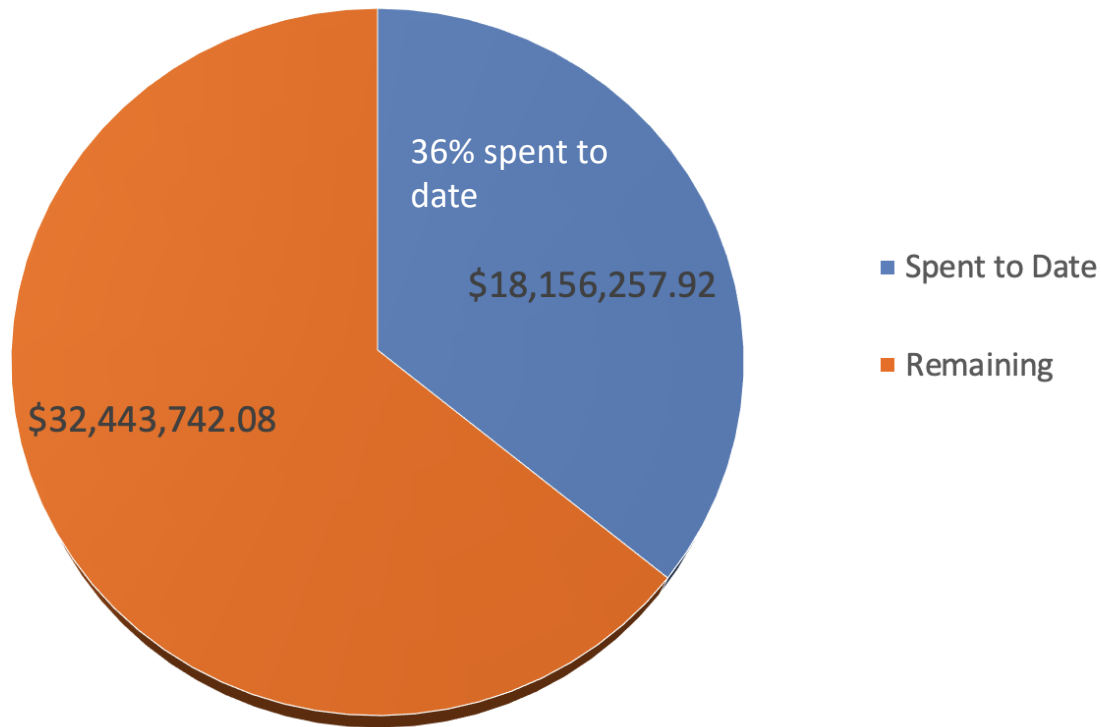
Program Accounting



Gonzales ISD

Bond Funds Spent to Date

Total Bond Budget = \$50,600,000



Bond Projects List



1. CTE/Ag Barn (New Site):

1. Infrastructure
2. New Career & Technology Education Campus (CTE)
3. Agricultural Barn

2. Maintenance Projects (campuses)

1. Gonzales Primary Academy (GPA)
2. Gonzales Elementary School (GES)
3. Gonzales Junior High School (JHS)
4. Gonzales North Avenue (GNA)
5. Gonzales High School (GHS)
6. East Avenue Campus/DAEP (EAC)
7. Operations, Maintenance, Transportation (OMT)

CTE / Ag Barn



1. steel framing complete
2. CMU walls underway
3. Roofing underway
4. Site paving underway

UPCOMING:

- Furniture & Equipment procurement

CTE / Ag Barn



Contingency/Allowance use log update:

Contract Amount = \$1,175,000 (\$1.17M balance per below items)

- No changes this month

Upcoming items:

- Adjust driveway culvert grades for smoother entry

CTE / Ag Barn



CTE / Ag Barn



CTE / Ag Barn



Communication/
data conduits

Parking lot forms

CTE / Ag Barn



Ag Barn

CMU walls underway

Maintenance Projects Weaver & Jacobs



GMP#1: Safety/Security Package (cameras)

1. Final punchlist items complete this month
2. Contingency Log update: \$200,000 original;
\$42,176 available

Maintenance Projects Weaver & Jacobs



GMP#2: Doors/Vestibules Package

1. Weaver & Jacobs schedule and sequencing plans under review
2. Shop drawings and submittals reviews complete

Maintenance Projects Weaver & Jacobs



GMP#3 HVAC

1. HVAC replacement of 78 units District-Wide
2. Bids opened; extended pricing to include options for improved air quality
3. Tracking December Board Award
4. Construction this Fall and into Summer 2026

Maintenance Projects

Weaver & Jacobs



GMP#4

1. Accessibility, infrastructure, remodels
2. ISD staff reviewing project priorities
3. Final design underway by VLK
4. After design:
 1. Bidding
 2. Board Award consideration

Bond Program Budget



<div><div>REGION 13 EDUCATION SERVICE CENTER <small>POWERED BY</small> </div></div> <div>Gonzales ISD 2023 Bond Program BUDGET</div>				Delivery Method		<div>CTE/Ag Bam</div> <div>Maintenance</div>																	
				CMR		Primary		Elementary		Jr High		North Ave		High School		East Ave/DAEP		Ops, Maint, Transp					
				CTE/Ag Bam		CMR		GPA		GES		JHS		GNA		GHS		EAC		OMT			
				Infrastructure, 26,000sf CTE, Ag Bam w 10 int pens, 10 ext		safety, security, accessibility, maintenance		safety, security, accessibility, maintenance		safety, security, accessibility, maintenance		safety, security, accessibility, maintenance		safety, security, accessibility, maintenance		safety, security, accessibility, maintenance		safety, security, accessibility, maintenance		safety, security, accessibility, maintenance			
TOTAL BOND = \$ 50,600,000 9/26/25 CELLS UPDATED				\$ 23,413,456		\$ 1,878,036		\$ 2,939,356		\$ 2,635,304		\$ 3,095,044		\$ 10,202,492		\$ 4,104,727		\$ 3,010,566					
ITEM		NOTES:				CURRENT BUDGET		BUDGET		BUDGET		BUDGET		BUDGET		BUDGET		BUDGET		BUDGET			
Total ISD Direct Costs						\$ 24,000		\$ 10,000		\$ 2,000		\$ 2,000		\$ 2,000		\$ 2,000		\$ 2,000		\$ 2,000			
Total Soft Costs						\$ 4,763,303		\$ 2,101,932		\$ 186,083		\$ 275,464		\$ 311,432		\$ 299,389		\$ 925,789		\$ 380,869			
Total Util/Testing Costs						\$ 475,994		\$ 265,929		\$ -		\$ 13,800		\$ 37,500		\$ 34,200		\$ 55,865		\$ 35,500			
Total Hard Cost(Non Construction)						\$ 2,592,122		\$ 1,512,000		\$ 10,000		\$ 318,602		\$ 50,000		\$ 264,781		\$ 145,000		\$ 45,000			
Total Construction Cost						\$ 43,423,565		\$ 19,523,596		\$ 1,679,954		\$ 2,329,490		\$ 2,234,372		\$ 2,494,674		\$ 9,073,838		\$ 3,641,358			
TOTAL COSTS:						\$ 51,278,983		\$ 23,413,456		\$ 1,878,036		\$ 2,939,356		\$ 2,635,304		\$ 3,095,044		\$ 10,202,492		\$ 4,104,727			
Total Project Cost				\$ 51,278,983																			
PROJECT FUNDING:				2023 Bond:		\$ 50,600,000																	
				Interest Utilized		\$ 800,000																	
				Donated Funds		\$ -																	
				Operating Funds		\$ -																	
				Total Funding:		\$ 51,400,000																	
Balance:				\$ 121,017																			

QUESTIONS?



#COME AND BUILD IT

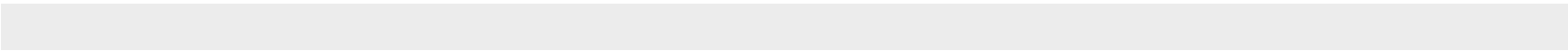
GROWING GREATNESS

 ur Students.  ur Future.



<div>  <div> REGION 13 <small>EDUCATION SERVICE CENTER</small> <small>POWERED by sledge</small> </div> </div> <div> 2023 Bond Program GMP#4 Construction BUDGET </div>					
				*ENTER SELECT PROJECT #s HERE	Cabinet Committing To Checked Items
ITEM	NOTES:	ALL PROJECTS BUDGET	PROJECT LIST A	PROJECT LIST B	
DISTRICT-WIDE					\$3,050,531
Sisal Wall Replacement	replace w tile up to 5' all campuses	\$ 481,775	\$ 481,775		FALSE
Marquee Signage	all campuses	\$ 512,000	\$ 512,000		TRUE
Furniture	all campuses, rough estimate	\$ 5,120,000			FALSE
Finishes	flooring, paint, wall coverings	not included			FALSE
Graphics		not included			FALSE
Envelope	joints, seals, windows, doors	\$ 384,000			FALSE
GPA					
SPED Restrooms		\$ 384,000	\$ 384,000		FALSE
Bus Canopy		\$ 55,968	\$ 55,968		FALSE
OMT					
Transportation Addition	for Bus Drivers	\$ 799,392			FALSE
New Lift , Restrooms		\$ 256,000			FALSE
GES					
ADA Sidewalks @Library		\$ 12,800	\$ 12,800		TRUE
Sewer line repair		\$ 51,200	\$ 51,200		TRUE
Parking Lot lighting	8 pole lights	\$ 256,000	\$ 256,000		TRUE
Playground Sidewalks		\$ 83,200			FALSE
EAC					
ALT 1:Board Room Entry / Canopy	add canopy, widen sidewalk	\$ 339,840			FALSE
ALT2 : Board Room Entry Center	interior storefronts	\$ 61,568			TRUE
GNA					
Sewer line repair		\$ 51,200	\$ 51,200		FALSE
Add Parking Lot		\$ 224,314	\$ 224,314		FALSE
Playground Sidewalks		\$ 96,000			FALSE
Screening walls between bldgs	fencing, not walls	\$ 19,200	\$ 19,200		FALSE
JHS					
Courtyard Sidewalks		\$ 409,600	\$ 409,600		FALSE
Demo Courtyard portables		\$ 38,400	\$ 38,400		TRUE
Demo IT house		\$ 43,328	\$ 43,328		TRUE

	Add Parking Lot	new parking lot	\$	459,299	\$	459,299		FALSE	
	Admn Office Remodel		\$	532,736				FALSE	\$ -
	Courtyard improvements	play court	\$	269,414				FALSE	\$ -
	Restroom Renovations		\$	708,000				FALSE	\$ -
	Replace 2 east portables		\$	512,000				FALSE	\$ -
	GHS								
	Sidewalk at entry to close gap		\$	12,800	\$	12,800		TRUE	\$ 12,800
	Sewer line repair		\$	102,400	\$	102,400		TRUE	\$ 102,400
	Kitchen Wall Leak	assume waterproofing membrane solution	\$	51,200	\$	51,200		TRUE	\$ 51,200
	SPED, Center, Cafeteria Canopies		\$	198,336	\$	198,336		TRUE	\$ 198,336
	Cafeteria Seating Furniture		\$	256,000	\$	256,000		FALSE	
	DAEP reno Ag Bldg	renovateexisting CTE	\$	387,200	\$	387,200		TRUE	\$ 387,200
	Parking Lot Addition by Flag Pole				\$	459,299		TRUE	\$ 459,299
	Kitchen Reno (Small scale)				\$	500,000		TRUE	\$ 500,000
	Flooring where lockers were removed				\$	300,000		TRUE	\$ 300,000
	Kitchen Renovation	full reno, add serving lines, all new equipment	\$	2,955,520				FALSE	\$ -
	Practice Football Field	relcoate field events; new lighting, plus grading, irrigation	\$	704,000				FALSE	\$ -
	Track Resurfacing		\$	512,000				FALSE	\$ -
	New Metal Building Athletics	Bldg H; 1,800 sf Air Conditioned	\$	529,920				FALSE	\$ -
	Restroom Renovations	several restrooms	\$	1,074,240				FALSE	\$ -
	Asbestos Tile replacement	ISD staff		not included				FALSE	\$ -
	Womens Athletic old gym		\$	320,000				FALSE	\$ -
	Nursing Remodel		\$	192,000				FALSE	\$ -
	Admn Office Remodel		\$	192,000				FALSE	\$ -
	Teacher Lounge Reno		\$	192,000				FALSE	\$ -
	Fieldhouse Renovations	shower partitions	\$	64,000				TRUE	\$ 64,000
	Old Gym Bleachers	replace	\$	96,000				FALSE	\$ -
			\$	-	\$	-			
			\$	-	\$	-			
			\$	-	\$	-			
		TOTAL COSTS:		\$	20,000,849	\$	5,266,317	\$	-
			\$	3,500,000	\$	3,500,000	\$	3,500,000	
			\$	-	\$	-	\$	-	
			\$	(16,500,849)	\$	(1,766,317)	\$	3,500,000	



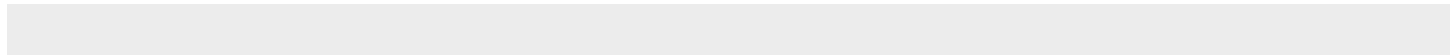
Total of Checked Items

I met with city, this will be way lower!!!

Gene has the tile; floor needs to be abated

<div><div><div><div>REGION 13 EDUCATION SERVICE CENTER <small>POWERED by</small> </div></div><div>2023 Bond Program GMP#4 Construction BUDGET</div></div></div>				
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	Teacher Lounge Reno		\$	192,000			
	Fieldhouse Renovations	shower partitions	\$	64,000			
	Old Gym Bleachers	replace	\$	96,000			
			\$	-	\$	-	
			\$	-	\$	-	
			\$	-	\$	-	
	TOTAL COSTS:		\$	20,000,849	\$	4,007,019	\$ -
			\$	3,500,000	\$	3,500,000	\$ 3,500,000
			\$	-	\$	-	\$ -
			\$	(16,500,849)	\$	(507,019)	\$ 3,500,000





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Vice President

Ashley Molina
Secretary

Naomi Brown

Gloria Torres

D'Anna Robinson

Josie Smith-Wright

GISD School Board Agenda Information Sheet
November 10, 2025

REPORT ITEM

SUBJECT: Superintendent's Report

ADMINISTRATOR RESPONSIBLE: Dr. Dana Arreola, Superintendent of Schools

RATIONAL SUMMARY: The superintendent will provide a monthly update.

SUPERINTENDENT'S RECOMMENDATION: N/A

SAMPLE MOTION: N/A





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GISD School Board Agenda Information Sheet
November 10, 2025

INFORMATION ITEM

SUBJECT: Board Business

ADMINISTRATOR RESPONSIBLE: Dr. Dana Arreola, 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.

November 17	Thanksgiving PotLuck@11:30 NTHS Induction @6PM @GHS
November 24-28	District Closed
December 2	Community & Connections @Admin. Cafeteria 5:30-6:30
December 3	Coffee and Connection 7-8AM
December 8	Board Meeting
December 9	Gather & Grow-2 nd Session
December 17	Christmas Luncheon
December 19	Early Release
December 22-Jan 2	District Closed





The GISD School Board Agenda Information Sheet
November 10, 2025

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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:

RATIONAL SUMMARY: Personnel Matters

Personnel matters are as follows:

- A. Student Legal Matter Update
- B. Personnel
- C. Intruder Detection Audit
- D. Approval of New Guardians

